



**ARLINGTON CITY COUNCIL  
MEETING AGENDA  
August 15, 2022, AT 6:30 PM  
COUNCIL CHAMBERS**

*The City Council is provided background information for agenda items in advance by city staff, committees, and boards. Many decisions regarding agenda items are based upon this information, as well as: City policy and practices, input from constituents, questions or information that has not yet been presented or discussed regarding an agenda item. If you have a concern or question, please ask to be recognized by the Mayor during the "Citizens addressing the Council" portion of the agenda- state your name and address for the record. Please keep comments under 5 minutes. Individuals wishing to speak for more than five minutes should ask to be included on the agenda in advance. All comments are appreciated, but please refrain from personal or derogatory attacks on individual.*

1. Call Meeting to Order and Pledge of Allegiance
2. Roll Call
3. **6:30 pm - Public Hearing on the Establishment of Tax Increment Financing District No. 1-4 Within Municipal Development District No. 1**
4. Approve the Agenda and any Agenda Additions
5. Addressing the Council

**CONSENT AGENDA**

6. Approval of Consent Agenda
  - A) Approval of Bills
  - B) August 1, 2022, City Council Workshop Minutes
  - C) August 1, 2022, City Council Meeting Minutes

## **PETITIONS, REQUESTS & COMMUNICATIONS**

### **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

7. July Fire Department Report-Fire Chief Doug Mackenthun
8. July Police Department Report- Police Chief Glenn Gerads
  - July PD Report
9. July P & Z Report-P & Z Administrator Phil Mangis
  - Approve/deny dumpster request form (City Code Chapter 21)
  - Approve/deny Notice of Violation for nuisance violations (City Code Chapter 6)
10. July Revenue/Expenditure/Investment Reports

### **ORDINANCES AND RESOLUTIONS**

11. Approve/Deny RESOLUTION 49-2022 A RESOLUTION ACCEPTING A DONATION AND DESIGNATING ITS USE
12. Approve/Deny RESOLUTION 50-2022 A RESOLUTION ACCEPTING A DONATION AND DEISNATING ITS USE
13. Approve/Deny RESOLUTION 51-2022 A RESOLUTION ACCEPTING DONATIONS FOR THE 2022 ARLINGTON NIGHT OUT
14. Approve/Deny RESOLUTION 52-2022 A RESOLUTION APPROVING THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-4 WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1 AND ADOPTION OF THE TAX INCREMENT FINANCTING PLAN RELATING THERETO

### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

15. Approve/Deny Pay Request No. 4 from Gridor Construction Inc. in the amount of \$30,827.50
16. Approve/Deny routine maintenance agreement with Sibley County for CSAH 17

17. Approve/Deny routine maintenance agreement with Sibley County for CSAH 34

18. Approve/Deny the Salvation Army Heat Share Program agreement

### **MISCELLANEOUS BUSINESS**

Committee Updates –

Open Discussion -

### **ADJOURNMENT**

Reminders:

August 16 - Personnel Committee at 5:30 pm

August 18 – Community Center Committee at 5:30 pm

September 1 – P&Z at 7 pm

September 6 – Council Budget Workshop at 5:30 pm

September 6 – City Council meeting (this is a Tuesday) at 6:30 pm

September 12 – EDA at 5:30 pm

**CITY OF ARLINGTON  
COUNTY OF SIBLEY  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING  
ON THE AND THE  
ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-4  
WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Arlington, Sibley County, Minnesota, will hold a public hearing on Monday, August 15, 2022, at 6:30 p.m., at the Arlington City Hall in the City of Arlington, Minnesota, relating to the (a) the proposed establishment of Tax Increment Financing District No. 1-4 within Municipal Development District No. 1 and (b) the adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1799, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Administrator at City Hall.

The property included in Tax Increment Financing District No. 1-4 is described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the proposed Tax Increment Financing District is set forth below:

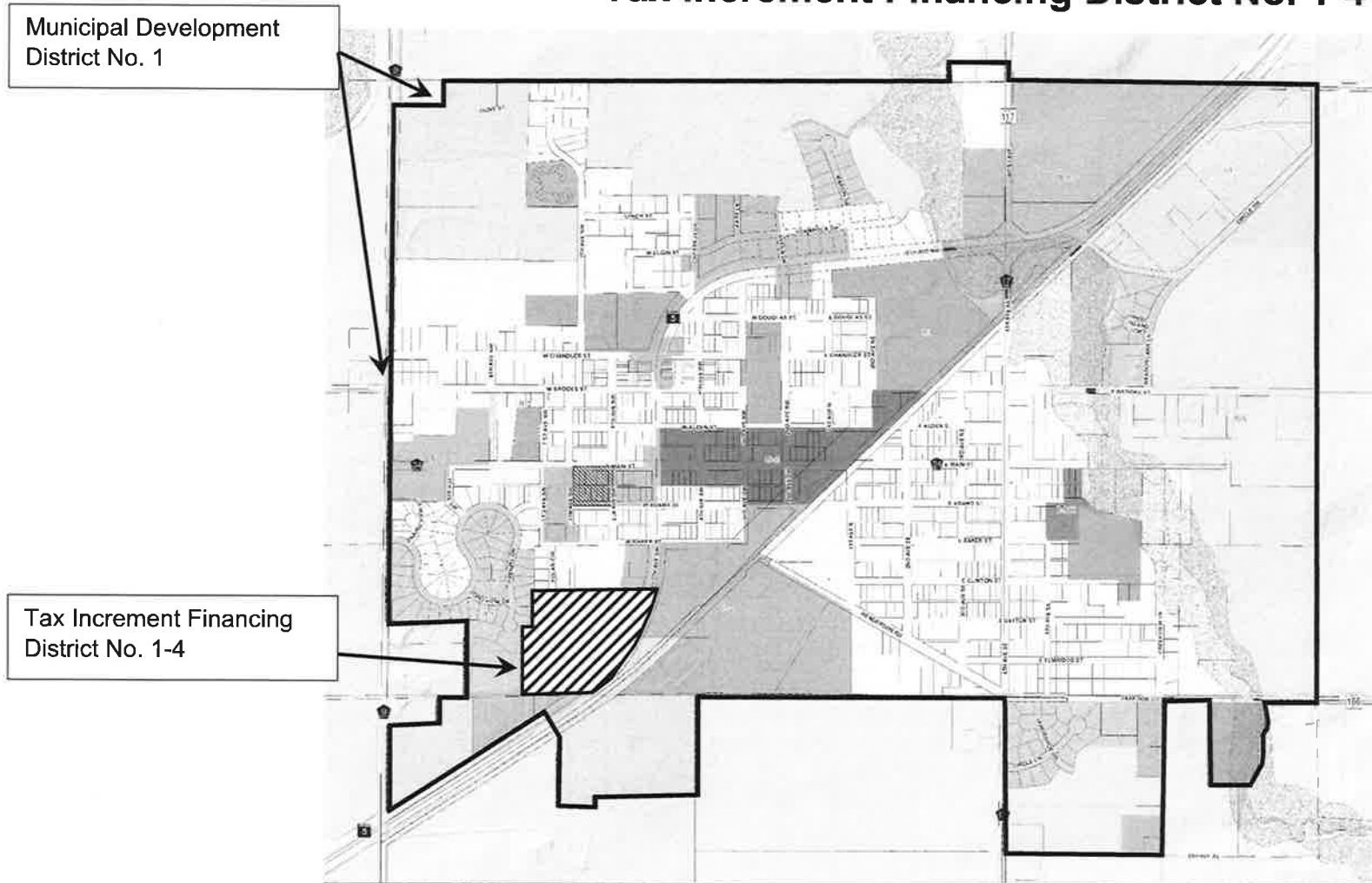
(INSERT MAP of Tax Increment Financing District)

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

BY ORDER OF THE CITY COUNCIL

/s/ Amy Newsom,  
City Administrator

# City of Arlington, Minnesota Tax Increment Financing District No. 1-4



The Boundaries of Municipal Development District No. 1 are coterminous with the City Limits.



**ARLINGTON CITY COUNCIL  
WORKSHOP MEETING MINUTES  
August 1, 2022 at 5:30 P.M.  
COUNCIL CHAMBERS**

1. Call Meeting to Order-Meeting was called to order by Mayor Rich Nagel at 5:30pm.
2. Roll Call-  
Members Present-Rich Nagel, Dave Meyer, Matt Scharpe, John Thomes, Joe Morgan, Michelle Battcher  
Staff Present-City Administrator Amy Newsom, Police Chief Glenn Gerads, P & Z Administrator Phil Mangis, Public Works Supervisor Kirby Weckworth  
Guests Present-Kurt Menk *Arlington Enterprise*, Kris Bates, Angie Brau, Dr. Joe Libby, Howard Brinkman, Amy Berger, Lisa Pasvogel, Andy Kelton
3. Discussion on Sibley East Pool- Libby stated that pools are assets to schools. Scharpe asked if the pool is still a priority in the community. The city will send out a survey in the next city billing regarding the pool. Morgan felt that Sibley East and taxpayers should pay not just the City of Arlington. The school is estimating \$115,000 to fix the pool plus \$40,000 for annual repairs.
4. Discussion on Operating Budget-Weckworth asked to add an additional Full-time position to the Public Works department. He stated that the department is struggling to keep up with the status quo of the job and that the priorities are so fluid, but also stated that the Part-time position is a blessing. Currently there are only 2 people in maintenance. Battcher suggested that if there are a lot of jobs the Public Works department needs to hire out to contractors. Morgan state that Weckworth should not feel over burdened and what he can with current staff.

5. Adjournment-Scharpe made a motion to adjourn the meeting at 6:27pm. Meyer seconded. Motion carried.

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City Administrator Amy Newsom

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Mayor Richard Nagel



**ARLINGTON CITY COUNCIL  
MEETING MINUTES  
August 1, 2022, AT 6:30 PM  
COUNCIL CHAMBERS**

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1. Call Meeting to Order and Pledge of Allegiance-Meeting was called to order at 6:35pm. All stood for the Pledge of Allegiance.
2. Roll Call-  
  
Members Present-Richard Nagel, Michelle Battcher, Matt Scharpe, John Thomes, Dave Meyer and Joe Morgan  
  
Staff Present- City Administrator Amy Newsom, P & Z Administrator Phil Mangis, Police Chief Glenn Gerads, Public Works Supervisor Kirby Weckworth, City Attorney Ross Arneson (arrived at 6:41 pm)  
  
Guests Present-Kurt Menk *Arlington Enterprise*, Lisa Pasvogel, Amy Berger, Andy Kelton, Glenn Gerads Family
3. Swearing in of new Police Chief Glenn Gerads
4. Approve the Agenda and any Agenda Additions-Morgan made a motion to approve the agenda. Battcher seconded. Motion carried.
5. Addressing the Council-Pasvogel is wondering a plan will be in place for Northland Drying. Berger stated that she and others have filled out multiple nuisance reports and



cannot sleep at night due to the Northland Drying noise and smell. Berger's bill was higher than normal due to not being able to open windows because of smell and noise at Northland Drying. She mentioned that she cannot continue to pay high bills, however, she does understand that the City's hands are tied.

### **CONSENT AGENDA**

Motion made by Scharpe to approve the following consent agenda items:

6. Approval of Consent Agenda
    - A) Approval of Bills
    - B) July 18, 2022 City Council Workshop Minutes
    - C) July 18, 2022 City Council Meeting Minutes
    - D)
- Seconded by Meyer. Motion carried.

### **PETITIONS, REQUESTS & COMMUNICATIONS**

7. Notice of Filing for Mayor and Council seats
8. MMPA Board Meeting Public Summary July 2022-Newsom gave report.
9. MMPA Annual Report-Newsom gave report.

### **REPORTS OF OFFICERS, BOARDS AND COMMITTEES**

10. July Public Works Department- Public Works Supervisor Kirby Weckworth-Weckworth reported the Public Works Department is busy trimming trees in the parks, weed spraying, and street sweeping. Bird netting was put up at the 4-Seasons Park and street signs are also going up.
11. July Ambulance Department Report – Ambulance Manager Jamie Weikle-Weikle was absent, Newsom presented, talked about National Night Out.
12. July Library Report-Andrew Kelton-Kelton reported that 30 kids were present for smores, 22 kids present for birdhouse building, 1680 items checked out in July and 1248 people came through the library door. Kelton installed a door counter, stated that the library has 220 active patrons which is about 10% of the population, and also reported that the summer reading program went well.
13. June Revenue and Expenditure Reports- Newsom presented.

## ORDINANCES AND RESOLUTIONS

14. SECOND READING OF ORDINANCE NO. 343 AN ORDINANCE AMENDING CHAPTER 17: FENCES  
AN ORDINANCE AMENDING CHAPTER 17, THE ARLINGTON FENCES CODE TO ALLOW THE ADJUSTMENT OF CHAPTER 17 FOR THE CREATION OF DEFINITIONS, UNDER 17.00, THE CREATION OF TEMPORARY FENCING, UNDER 17.05, TO ALLOW RESIDENTS TO APPLY FOR A VARIANCE FOR A FENCE, UNDER 17.01, TO ALLOW RESIDENTS TO INSTALL FENCES IN THE FRONT YARD AND IN THE SIDE YARD EXCEPT IN THE LINE OF SIGHT, UNDER 17.03, AND NOT ALLOWING AND FENCING IN THE FRONT OR SIDE YARD IN A COMMERCIAL OR INDUSTRIAL ZONE UNLESS IT IS BEING USED AS SCREENING, UNDER 17.09
15. SECOND READING OF ORDINANCE NO 344 AN ORDINANCE AMENDING CHAPTER 31, SECTION 4, SUBD. 1 (OFFICIAL ZONING MAP) OF THE CITY CODE PERTAINING TO PROPERTY AT THE SOUTHWEST QUADRANT OFF POLAR CIRCLE (“AMBA HOMES ARLINGTON LLC PROPERTY”)
16. Approve/Deny RESOLUTION 47-2022 A RESOLUTION APPROVING AMENDMENTS OF CITY CODE CHAPTER 17: FENCE

Morgan made a motion to approve Resolution 47-2022. Thomes seconded. Motion carried. Scharpe, Thomes, Battcher, Meyer and Morgan voted in favor; none against; none abstained; none absent.

17. Approve/Deny RESOLUTION 48-2022 A RESOLUTION APPROVING AN AMENDMENT TO THE 2014 ARLINGTON COMPREHENSIVE PLAN FUTURE LAND USE MAP PERTAINING TO PROPERTY AT PARCEL NO. 31.0881.000 THE SOUTHERN QUADRANT OFF POLAR CIRCLE (“AMBA HOMES ARLINGTON LLC PROPERTY”)

Battcher made a motion to approve Resolution 48-2022. Scharpe seconded. Motion carried. Scharpe, Thomes, Battcher, Meyer and Morgan voted in favor; none against; none abstained; none absent.

## UNFINISHED BUSINESS

18.

## NEW BUSINESS

19. Approve/Deny electrical ad hoc recommendation for bid from Border States for 1 and 3 phase meters for a total of \$23,600.00 (120 1-phase meters and 50 3-phase meters)
- Border States-\$23,600
  - Metering and Technology Solutions-\$25,460

Scharpe made a motion to approve the recommendation from the electrical ad hoc committee for the bid from Border States for 1 and 3 phase meters. Thomes seconded. Motion carried.

20. Approve/Deny Pay Request No. 3 from Gridor Construction Inc. in the amount of \$156,320.60.

Morgan made a motion to approve pay request no. 3 from Gridor Construction. Battcher seconded. Motion carried.

## MISCELLANEOUS BUSINESS

**Committee Updates-Morgan and Meyer met with the Fire Department committee and talked with them about SOG's. Discussion on why there is a history of differences and why they are reverting.**

Open discussion-

**Northland Drying-Morgan stated that Matt Nelson was the rep and Nelson has asked not to call the Police Department but rather call himself instead. Thomes has toured the plant and recommends that Council also tour. With regards to the smell, the MPCA does not regulate this. City could regulate this under the smell ordinance (nuisance). They have also applied for a permit to cover the pit.**

**Arneson will check with the Assistant Attorney General on MPCA suit regarding particulate issues with Northland Drying after August 3. The city needs to figure out how to get a particulate sample.**

## ADJOURNMENT

Thomes made a motion to adjourn the meeting at 7:48 pm. Morgan seconded. Motion carried.

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City Administrator Amy Newsom

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Mayor Richard Nagel



# **Arlington Police Department**

Denley Kompelien, Chief of Police

108 4th Ave. NW  
Arlington, MN 55307

Office: (507)964-5200 Fax: (507)964-2737

## **JULY 2022 – 118 Recorded ICR's**

Agency Assist	22
Traffic Stops	20
Noise Complaint	8
Directed Patrol/Traffic Detail	7
Medical Calls	6
Informational	6
Animal Calls	5
Warrant Checks/Arrests	4
Suspicious Activity	4
Domestic	3
Ordinance Violations	3
Child Protection/Custody	3
Alarms	3
Burglary	3
Public Assist	2
Driving Complaint	2
Civil Matters	2
Juvenile Trouble/Truancy	2
Threats	2
Business/Door Checks	1
K9 Sniff	1
Scams	1
Death	1
Fire Call	1
Assault	1
OFP/HRO Violation	1
Theft	1
Runaway/Missing Person	1
DUI/DWI	1
911 Hang-up	1

Denley Kompelien  
Police Chief



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## **JULY 2022**

### **7-1-22**

- Informational – 100 Block 4<sup>th</sup> Ave. NW
- Informational – 100 Block 4<sup>th</sup> Ave. NW
- Informational – 100 Block 4<sup>th</sup> Ave. NW
- Animal Call – 100 Block E. Adams St.
- Animal Call – 400 Block W. Douglas St.
- Traffic Stop – Intersection Hwy 5 & 2<sup>nd</sup> Ave. NW
- Burglary/Agency Assist – 100 Block E. Adams St.
- Traffic Stop – Intersection Hwy 5 & W. Alden St.

### **7-2-22**

- Fire Call/Agency Assist – 300 Block W. Main St.
- Theft – 200 Block W. Main St.
- Agency Assist – 400 Block 2<sup>nd</sup> Ave., Gaylord (*actual assist at RSMC*)
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Business Check – 200 Block Shamrock Dr.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.

### **7-3-22**

- Domestic – 800 Block W. Main St.

### **7-4-22**

- Animal Call – 300 Block E. Main St.
- Threats/Civil Matter – 200 Block E. Adams St. (SO)

### **7-5-22**

- Driving Complaint – Intersection Hwy 5 & 4<sup>th</sup> Ave. NW (SO)

### **7-6-22**

- 911 Hangup – 600 Block Marion Dr.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Directed Patrol – Frenzel Dr.

### **7-7-22**

- Domestic/Agency Assist – 300 Block W. Chandler St.
- Death/Agency Assist – 800 Block W. Main St. (SO)
- Agency Assist – 400 Block Division St., Gaylord



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## 7-8-22

- Public Assist – 100 Block 4<sup>th</sup> Ave. NW
- Child Protection – 100 Block 4<sup>th</sup> Ave. NW
- Agency Assist/Alarm – 23100 Block 401<sup>st</sup> Ave (SO)
- Scam – 100 Block 7<sup>th</sup> Ave. SW
- Traffic Stop – Intersection Hwy 5 & Cty. Rd. 12 (SO)

## 7-9-22

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## 7-10-22

- 

## 7-11-22

- Warrant Check – 100 Block W. Main St. (SO)
- Burglary – 100 Block 7<sup>th</sup> Ave. SW
- Ordinance Violation – 200 Block E. Adams St.
- Traffic Stop – Intersection Hwy 5 & 4<sup>th</sup> Ave.

## 7-12-22

- Agency Assist – 100 Block 4<sup>th</sup> Ave. NW
- Civil Matter – 200 Block E. Adams St.
- Threats – 500 Block E. Elmwood St.

## 7-13-22

- Suspicious Activity – 24200 Block 387<sup>th</sup> Ave. (SO)
- Burglary/Agency Assist – 500 Block E. Elmwood St.
- Agency Assist/Alarm – 200 Block W. Main St. (SO)
- Alarm – 23100 Block 401<sup>st</sup> Ave (SO)
- Alarm – 23100 Block 401<sup>st</sup> Ave. (SO)
- Agency Assist/Open Door – 600 Block Creekview Ln. (SO)
- Informational – 600 Block W. Chandler St. (SO)
- Traffic Stop – Intersection Cty. Rd. 12 & Cty. Rd. 9 (SO)

## 7-14-22

- Agency Assist/Animal Call – 300 Block 5<sup>th</sup> Ave. SE
- K9 Sniff – 100 Block W. Main St. (SO)
- OFP Violation/Agency Assist – 100 Block W. Alden St.



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## 7-15-22

- Informational – 400 Block E. Baker St.
- Agency Assist/Driving Complaint – 24200 Block 387<sup>th</sup> Ave. (SO)
- Ordinance Violation – 300 Block 7<sup>th</sup> Ave. NW
- Driving Complaint/Agency Assist – 24200 Block 387<sup>th</sup> Ave.
- Medical Call/Agency Assist – 700 Block Chestnut Dr.
- Agency Assist – Intersection Cty. Rd. 9 & 250<sup>th</sup> St.

## 7-16-22

- Noise Complaint – 400 Block E. Adams St.
- Noise Complaint – 400 Block E. Adams St.
- Traffic Stop – Intersection Hwy 5 & W. Alden St.
- Traffic Stop – Intersection Hwy 5 & W. Alden St.
- Traffic Stop – Intersection Hwy 5 & W. Alden St.
- Traffic Stop – Intersection Hwy 5 & 4<sup>th</sup> Ave. NW
- Traffic Stop – Intersection Hwy 5 & W. Brooks St.

## 7-17-22

- Medical Call/Agency Assist – 400 Block E. Adams St.
- Medical Call/Agency Assist – 200 Block E. Clinton St. (SO)
- Domestic/Agency Assist – 400 Block W. Elgin St.
- Medical Call/Agency Assist – 200 Block W. Main St.

## 7-18-22

- Warrant Check – 400 Block W. Elgin St. (SO)
- Warrant Check – 300 Block E. Elmwood St. (SO)
- Warrant Arrest – 100 Block E. Adams St. (SO)

## 7-19-22

- Agency Assist/Trespass – 200 Block E. Adams St. (SO)

## 7-20-22

- Suspicious Activity – 400 Block Creekview Ln.
- City Ordinance – 200 Block W. Alden St.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Directed Patrol – Frenzel Dr.

## 7-21-22

- Agency Assist/Animal Call – Intersection Cty. Rd. 17 & Hwy 19
- Informational – 100 Block Douglas St.
- Agency Assist/Noise Complaint – 22700 Block Highland Ln.





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### 7-22-22

- Child Protection – 100 Block E. Clinton St.
- Child Protection – 400 Block W. Elgin St.
- Traffic Stop – Intersection Hwy 5 & Marion Dr. (SO)
- Suspicious Activity – 200 Block W. Main St.
- Alarm – 23100 Block 401<sup>st</sup> Ave. (SO)
- Noise Complaint/Agency Assist – 400 Block E. Adams St.

### 7-23-22

- Agency Assist/Harassment Complaint – 800 Block 7<sup>th</sup> Ave. NW (SO)
- Traffic Stop – Intersection Hwy 5 & Cty Rd. 9 (SO)
- Agency Assist/Suspicious Activity – 200 Block 7<sup>th</sup> Ave. SW (SO)

### 7-24-22

- Noise Complaint/Agency Assist – 400 Block E. Adams St.
- Agency Assist/Noise Complaint – 400 Block E. Adams St. (SO)
- Noise Complaint/Agency Assist – 400 Block E. Adams St. (SO)
- Noise Complaint – 500 Block E. Dayton St. (SO)
- Juvenile Trouble/Underage Drinking – 400 Block E. Adams St. (SO)
- Agency Assist/Noise Complaint – 400 Block E. Adams St. (SO)

### 7-25-22

- Agency Assist/Funeral Escort – 100 Block W. Chandler St. (SO)
- Traffic Stop – Intersection Hwy 5 & W. Brooks St.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW
- Directed Patrol – Frenzel Dr.

### 7-26-22

- Agency Assist/Public Assist – 100 Block 5<sup>th</sup> Ave. NW (SO)

### 7-27-22

- DUI – Intersection Marion Dr. & Hwy 5 (SO)

### 7-28-22

- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Agency Assist/Public Assist – 200 Block E. Adams St. (SO)

### 7-29-22

- Noise Complaint – 100 Block E. Douglas St.
- Agency Assist – 100 Block 4<sup>th</sup> Ave. NW
- Public Assist – 100 Block 6<sup>th</sup> Ave. NW
- Agency Assist/Assault – 42100 Block 190<sup>th</sup> St.
- Animal Call – 100 Block E. Douglas St.



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Office: (507)964-5200 Fax: (507)964-2737

- Traffic Stop – Intersection Hwy 5 & 411<sup>th</sup> Ave. (SO)
- Animal Call – 700 Block Chestnut Dr.
- Traffic Stop – Intersection Hwy 5 & W. Brooks St.
- Directed Patrol – 800 Block 7<sup>th</sup> Ave. NW

### 7-30-22

- Assault/Agency Assist – 201 E. Dayton St.
- Civil Matter – 100 Block 4<sup>th</sup> Ave. NW
- Medical Call/Agency Assist – 400 Block E. Adams St.
- Traffic Stop – Intersection 411<sup>th</sup> Ave. & W. Main St.
- Juvenile Trouble – 800 Block W. Main St.

### 7-31-22

- Agency Assist – 0 Block Ridge Rd., Henderson
- Suspicious Activity – 400 Block 2<sup>nd</sup> Ave. NE (SO)
- Medical Call/Agency Assist – 200 Block E. Clinton St. (SO)
- Missing Person/Agency Assist – 100 Block 4<sup>th</sup> Ave. NE
- Noise Complaint – 400 Block E. Adams St.

Denley Kompelien  
Police Chief

## CHAPTER 21: GARBAGE DISPOSAL

- 21.01 Purpose
- 21.02 Licenses
- 21.03 Applications
- 21.04 Mixed Residential Waste Pickup
- 21.05 Recyclables
- 21.06 Disabled Customer Service
- 21.07 Pickup Schedule
- 21.08 Commercial Refuse Pickup
- 21.09 Regulations
- 21.10 Dumpsters
- 21.11 Penalty

### **21.01 Purpose**

The City deems it to be in the best interest of the citizens, and necessary to preserve public health, safety, property values, and city streets and alleyways, to license both residential and commercial haulers of all solid waste whom operate within city limits. The City Council of the City of Arlington hereby ordains:

### **21.02 Licenses**

That the City shall grant up to three (3) licenses authorizing haulers to pick up mixed residential solid waste within city limits. The City shall grant such licenses in its own discretion, after considering whether the services being offered, the prices for such services, and the equipment, personnel and reputation and experience of the haulers are the best available for the citizens and in keeping with city needs and policies.

### **21.03 Applications**

All haulers wishing to be licensed under this ordinance shall submit an application to the City Administrator on forms and at times as approved by the City Council. Licenses will be issued for each calendar year. The yearly license fee shall be set by the City Council from time to time by resolution and shall be paid before the license is issued. There shall be no refund of any license fee once paid. No license may be sold, transferred, or assigned by the hauler to which it is issued.

#### **21.04 Mixed Residential Waste Pickup**

Mixed residential solid waste, for the purpose of this ordinance, is defined as waste generated by any dwelling unit of up to four separate family living quarters, to include solid waste, rubbish and garbage of any kind accumulated in the operation of a normal household. This may include organic matter such as grass, leaves and tree trimmings collected on a yard, but the City shall not require any licensee to pick up such organic material. No hazardous waste shall be included in this collection system. Licensee shall be required to offer large item pickup service for such things as sofas, mattresses, and other non-hazardous items, under a separate extra charge system.

#### **21.05 Recyclables**

Recyclable materials shall be picked up at curbside in a commingled fashion as part of the service to be offered by the licensees, to be delivered back into the recycle stream in a manner and place in keeping with state and local regulations.

#### **21.06 Disabled Customer Service**

No licensees shall refuse service to any residential customer because the customer cannot physically move the refuse containers to a designated pickup point. Licensees shall make available to such persons a valet pickup at the door of the residence if requested but may charge a reasonable extra fee for such service.

#### **21.07 Pickup Schedule**

To preserve city streets and alleys, and to promote public safety and the neat appearance of the community, the City shall designate at the time of each license issuance the days of the week, times of day, and routes to be used by the licensee in conducting the collection activity, taking into consideration the needs of the customers, the reasonable convenience of the hauler, and the volume of collection needed.

#### **21.08 Commercial Refuse Pickup**

Haulers of commercial refuse, which is defined as refuse created by any residence exceeding four family living units or any business enterprise, are not allowed to operate within city limits unless they are licensed under this Ordinance. The City will limit the number of commercial haulers to six (6) within city limits. The city shall grant such licenses at its own discretion, taking into account the reputation and experience of the haulers. If more than six commercial haulers with reputation and experience acceptable to the city apply for a license under this ordinance, the first six such haulers who have submitted a completed application to the city shall be awarded said licenses.

#### **21.09 Regulations**

The City license activity under this ordinance is intended to allow the City to screen **dumpsters and** refuse haulers serving city customers, and to provide those haulers with the rules and regulations of hauling solid waste within city limits. The City shall not participate, regulate, or have any responsibility for any record keeping, billing, tax payments, or any other obligations of the licensees in the normal running of their business. The licensees shall obey all county, state, federal, and any other government agency rules and regulations that pertain to their industry.

## 21.10 Dumpsters

The City hereby imposes the following rules regarding the use of dumpsters within city limits:

A. Definitions. "Refuse Dumpster or Dumpster" is any portable container used or designed for collection of, transportation of, or disposal of refuse, waste, construction/demolition materials, or the like. Refuse dumpster shall include, but is not limited to, "roll off" boxes or containers, collection bins, tubs, and portable storage containers.

B. License Requirements. The company owning and emptying the dumpster within city limits must be licensed to operate within the City and the company or the property owner must file for a dumpster permit.

C. Rules:

(1) Dumpsters must be well maintained and in good working condition, displaying the name or logo and telephone number of the owner of the dumpster, and be suitably supported at each contact point to prevent damage to paved surfaces.

(2) Dumpsters must be covered when materials inside are easily airborne, pose a hazard, emit an odor or are otherwise offensive.

(3) Debris must be placed inside the dumpster; not alongside or on top of it.

(4) All dumpsters are required to be emptied when full. For the purpose of this ordinance, full is defined as when the contents of the dumpster reach an average level of one foot below the top edge of the dumpster sides. Any dumpster which has reached the full status and is not emptied within seven (7) calendar days shall be considered in violation of this ordinance.

(5) Cleaning dumpsters on the street or sidewalk is not permitted.

D. Dumpsters in the Public Right-of-Way.

(1) A dumpster placed in the public right-of-way must have a flasher or reflector on the outside corner facing traffic at all times. Where traffic may approach from either side, the dumpster must have a flasher or reflector on the outside corner on both sides. Type I or Type II barricades can be used as an alternate to flashers or reflectors.

(2) Dumpsters shall not block a public sidewalk or be placed in a location that restricts the "sight lines" of an intersection. "Sight lines" will be determined by the Streets Supervisor City Official.

(3) Dumpsters placed in the public right-of-way for construction, remodeling or demolition projects shall be removed immediately upon the completion of the project. No dumpster shall be placed in the public right-of-way for more than ninety (90) days. An extension of the 90-day rule may be allowed with written permission from the City.

- (4) No dumpster shall be placed on streets, sides of streets or areas designated as “No Parking”. Dumpsters shall not be placed in public parking lots or parks without prior written permission from the City.
- (5) The owner and/or the user of a dumpster on a public right-of-way **is/are** responsible for any public property, street, curb and gutter, or public infrastructure damage.
- (6) No dumpster shall be placed in the public right-of-way during the winter snow season, defined for this purpose of this ordinance as the period from November 1 to the next following April 1.

E. Denial of Dumpster Use.

- (1) The City Council may deny the use of dumpsters in the public right-of-way if the dumpster is too wide to allow public safety vehicles through, or due to any other traffic concerns.
- (2) The City Council may also deny the use of dumpsters to protect public health or safety concerns.

F. Violation of This Ordinance. Any violation of this ordinance is a misdemeanor.

- (1) The City may remove or have a container removed from the public right-of-way, if the container is in violation of this ordinance.
- (2) The owner of the container, or if the owner cannot be determined, the person placing it in the public right-of-way shall pay all costs, fees, penalties or other expenses incurred by the City in removal, storage fees and disposal of any container and its contents.
- (3) If the container is not claimed within 30 days by its owner or person responsible for placing it in the public right-of-way, it may be disposed of as abandoned property, but disposal shall not diminish the responsibility of the owner or the person responsible for placing the container in the public right-of-way to pay all amounts due.
- (4) The City shall not release a container from storage until all amounts due under this section have been paid.

**21.11 Penalty**

Any violation of this ordinance or the specific terms under which a license is issued under this ordinance shall be considered a misdemeanor, punishable by the fines and other penalties established under state law for misdemeanors in effect on the date the violation occurs. The City reserves the right to cancel any license issued under this ordinance for good cause at any time, as determined by the City Council.



PERMIT# \_\_\_\_\_

DATE \_\_\_\_\_

**DUMPSTER CONSENT FORM**

APPLICATION IS HERBY MADE TO APPROVE A DUMPSTER OR DISPOSSAL CONTAINER SITE AT THE FOLLOWING LOCATION AS PURSUANT TO CHAPTER 21.10

Property Address: \_\_\_\_\_

Dumpster Location at Site: \_\_\_\_\_

Property Owner: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone# \_\_\_\_\_

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

Dumpster Co.: \_\_\_\_\_

Number of Dumpsters: \_\_\_\_\_

Purpose: \_\_\_\_\_

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

Residential Use

Commercial Use

Dates From: \_\_\_\_\_ To: \_\_\_\_\_



The City hereby imposes the following rules regarding the use of dumpsters within city limits:

- License Requirements. The company owning and emptying the dumpster within city limits must be licensed to operate within the City.
- Dumpsters must be well maintained and in good working condition, displaying the name or logo and telephone number of the owner of the dumpster, and be suitably supported at each contact point to prevent damage to paved surfaces.
- Dumpsters must be covered when materials inside are easily airborne, pose a hazard, emit an odor or are otherwise offensive.
- Debris must be placed inside the dumpster; not alongside or on top of it.
- All dumpsters are required to be emptied when full. Any dumpster which has reached the full status and is not emptied within seven (7) calendar days shall be considered in violation.

- Cleaning dumpsters on the street or sidewalk is not permitted.
- A dumpster placed in the public right-of-way must have a flasher or reflector on the outside corner facing traffic at all times. Where traffic may approach from either side, the dumpster must have a flasher or reflector on the outside corner on both sides. Type I or Type II barricades can be used as an alternate to flashers or reflectors.
- Dumpsters shall not block a public sidewalk or be placed in a location that restricts the "sight lines" of an intersection. "Sight lines" will be determined by the City Official.
- Dumpsters placed in the public right-of-way for construction, remodeling or demolition projects shall be removed immediately upon the completion of the project. No dumpster shall be placed in the public right-of-way for more than ninety (90) days. An extension of the 90-day rule may be allowed with written permission from the City.
- No dumpster shall be placed on streets, sides of streets or areas designated as "No Parking". Dumpsters shall not be placed in public parking lots or parks without prior written permission from the City.
- The owner and/or the user of a dumpster on a public right-of-way is/are responsible for any public property, street, curb and gutter, or public infrastructure damage.
- No dumpster shall be placed in the public right-of-way during the winter snow season, defined as the period from November 1 to the next following April 1.
- The City Council may deny the use of dumpsters in the public right-of-way if the dumpster is too wide to allow public safety vehicles through, or due to any other traffic concerns.
- The City Council may also deny the use of dumpsters to protect public health or safety concerns.
- The City may remove or have a container removed from the public right-of-way, if the container is in violation of this ordinance.
- The owner of the container, or if the owner cannot be determined, the person placing it in the public right-of-way shall pay all costs, fees, penalties, or other expenses incurred by the City in removal, storage fees and disposal of any container and its contents.
- If the container is not claimed within 30 days by its owner or person responsible for placing it in the public right-of-way, it may be disposed of as abandoned property, but disposal shall not diminish the responsibility of the owner or the person responsible for placing the container in the public right-of-way to pay all amounts due.
- The City shall not release a container from storage until all amounts due under this section have been paid

*I, the undersigned, hereby apply for the considerations described above and declare that the information and materials in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge. I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>FOR OFFICE USE ONLY: ROUTE TO CITY OFFICIAL</b>	
<b>Date Submitted:</b> _____	<b>Date Complete:</b> _____
<b>Administration Action (circle one):</b> Approval/Denial <b>Date of Action</b>	
<b>Date Applicant/Property Owner notified of Administrative Action:</b>	
<b>File in Address File:</b>	



## CHAPTER 6: NUISANCES

- 6.01 Adoption of State Laws
- 6.02 Violation Penalties
- 6.03 Definitions
- 6.04 Noise Nuisances
- 6.05 Outdoor Gatherings
- 6.06 Fires
- 6.07 Refuse Control and Removal
- 6.08 Lawn and Weed Control
- 6.09 Abatement Procedures
- ~~6.10 Repeat Nuisance Calls Service Fee~~

### 6.01 ADOPTION OF STATE LAWS

Minnesota Statute 609.74 PUBLIC NUISANCE is hereby adopted, to include any amendments or replacements thereof.

### 6.02 VIOLATION PENALTIES

Any violation of any section of this chapter shall be punishable as a misdemeanor under Minnesota Statute 609.02, Subdivision 3, or any laws amending or replacing such statute. However, in the discretion of the City, any such violation may be certified as a petty misdemeanor.

### 6.03 DEFINITIONS

**A. Abatement: lessen, reduce, or remove.**

B. Mail: Service by mail shall mean depositing the item with the U.S. Postal Service addressed to the intended recipient at their last known address with First Class postage prepaid thereon.

C. Outdoor Gatherings: Any public or private event, attraction, festival or show which is in one area.

D. Owner: Those shown as owner or owners on the records of the Sibley County Recorder.

E. Personal Service: Service by personally handing a copy to the intended recipient or by leaving a copy at the intended recipient's residence or place of business with a person of suitable age and discretion.

F. Public Nuisance: Maintaining or permitting a condition that unreasonable annoys, injuries, or endangers the safety, health, morals, or repose of any considerable number of members of public. The following acts are declared a public nuisance:

(1) Engaging in any business or activity which is dangerous, hurtful, unwholesome, offensive, or unhealthy to the neighborhood, or which constitutes an annoyance to the persons in the neighborhood or is detrimental to the property in the neighborhood.

(2) Permitting, suffering, or maintaining, or failing to remove any offensive, nauseous, hurtful, dangerous, unhealthy condition resulting from a failure to properly dispose of garbage, sewage, waste, debris or any other unwholesome or offensive substance, liquid, or thing, upon one's premises, or dropping, discharging, passing, depositing, or otherwise delivering the same upon the premises of another or public property.

(3) Constructing or maintaining or permitting or suffering upon one's property any billboard, sign, poster, or advertisement, or to post, publish, promulgate, broadcast, display, issue or circulate any insulting, profane or abusive emblem, sign, or device, or blasphemous written or printed statement, calculated or such as is likely to cause a breach of the peace.

(4) Displaying, circulating, issuing, or publishing any slanderous or obscene, immoral, or lewd pictures, posters, literature, writings, drawings, or oral statements.

G. Responsible Party: Any one or more of the following: Agent, assignee or collector of rents for owner; holder of a contract for deed; a mortgagee or buyer in possession; receiver, executor or trustee for owner; lessee; or other person or entity exercising apparent control over a property.

## 6.04 NOISE NUISANCES

- A. Any person who keeps or harbors a pet or other animal on his property, in the case where the pet or animal is of such a nature or disposition or is kept in such confinement or condition that the animal disrupts the peace of the neighboring property owners by emitting barking or other noises at late night hours, shall be considered as maintaining a public nuisance. Late night hours for purpose of this section shall be defined as any time after 11:00 p.m. It shall also be a violation of this ordinance if any person keeps or harbors a pet or other animal who emits barking or other noises at any time of the day or night in a continuous or persistent manner. The phrase “continuous or persistent manner” for purpose of this section shall be defined as any barking or loud noises created by the pet continuously for a period of 10 minutes or more, or on an average of more than once each hour.
- B. Any person who causes or allows loud music or other disturbing noises to originate from his ~~his~~ their property in an unreasonable manner or at unreasonable hours which would tend to alarm or disturb the peace and tranquility of his ~~his~~ their neighbors shall be guilty of creating or maintaining a public nuisance. Noise or music sources located on the yard or other portions of the property outside the structures of a person’s property after the hour of 12:00 a.m. midnight shall be considered prima facie a public nuisance. This provision shall also apply to any noise or music sources located in a motor vehicle whether on private or public property. It shall be considered prima facie a public nuisance if music, muffler emission or engine noises or any other noise emitted from a motor vehicle can be clearly heard from a distance of more than 50 feet from the vehicle. The driver of any offending motor vehicle, or if no driver is present, the owner of said vehicle, shall be considered the party violating this ordinance.
- C. This ordinance shall not apply to activities, events or celebrations specifically authorized by the City Council, including but not limited to community celebrations and parades, the Sibley County Fair, auto racing held at the Sibley County Fairgrounds, or athletic events held in city parks or on school grounds. Instead, the City Council shall establish specific rules for any such events, as the City Council deems appropriate, balancing the interest of public health and safety with the reasonable needs of such events. The specific rules to be set by the City for such events shall include but not be limited to allowed levels of noise, crowd control, parking and traffic flow rules, and event activity closing time and crowd evacuation time.

## 6.05 OUTDOOR GATHERINGS

- A. It is unlawful for any persons to congregate on any private property to participate in any party or gathering of people unless the owner of said private property is present or unless said owner has given written permission for such gathering, and such written permission is in the possession of one or more persons participating at the gathering. In the absence

of the property owner, failure to display written permission as described herein upon request of a police officer shall be considered prima facie evidence of a violation of this Ordinance.

- B. It shall be unlawful for persons to participate in any gathering on any city street, sidewalk, or parking lot, which impedes the flow of traffic, or which disturbs the peace, quiet, or repose of other persons. City parking lots are to be used for the parking of motor vehicles only, and not for social gatherings, except by specific written permission of the City Council in conjunction with community social activities and celebrations. A gathering of more than 5 persons for a consecutive time of more than 15 minutes in any City parking lot shall be considered prima facie evidence of a violation of this Ordinance.

## 6.06 FIRES

This Section does not apply to the City of Arlington brush and yard waste dump site, where occasional controlled burns of accumulated brush may take place by City Staff.

- A. Indoor Fires. Indoor fires mean any fires created within a fully enclosed structure. Indoor fires shall be allowed only in properly built and safe, UL approved furnaces and fireplaces, and shall be created only for the purpose of heating and food preparation. Only natural gas, propane, fuel oil, coal, or wood products may be used to fuel said fires. The furnace or fireplace system shall be provided with proper vents or chimney and shall be properly maintained so as to function in a safe condition, and to prevent ash, smoke, and noxious odors from drifting onto neighboring property.
- B. Outdoor Fires. Outdoor fires are any fires created outside of a fully enclosed structure. No outdoor fires shall be allowed on open ground. Outdoor fires shall be created only in an outdoor fireplace, barbecue equipment or concrete-lined fire pit, sufficient to provide physical limitation to the spread of the fire. Outdoor fires are strictly prohibited except for recreational purposes. Recreational purposes shall include only the cooking of food or the providing of heat and light for outdoor social gatherings. Only propane, charcoal bricks, or wood products may be used to fuel outdoor fires. The outdoor fire shall be maintained and controlled in such a manner as to avoid smoke, ash, and obnoxious odors from drifting onto neighboring property. Outdoor fires shall be supervised at all times by at least one adult person, who will be responsible to properly maintain the fire, safeguard it from spreading, and safeguard it from children and animals. No objects other than the fuel materials approved in this ordinance shall be placed in such outdoor fires. No highly flammable liquids such as gasoline or kerosene shall be used on such fires or stored near such files. Outdoor fires shall be created or maintained at a distance of at least 15 feet from all structures and property lines.

- C. Under no circumstances shall any garbage, lawn waste, or other objects be placed in any indoor or outdoor fire in the City of Arlington, except for the approved fuels noted in this ordinance.

## 6.07 REFUSE CONTROL AND REMOVAL

- A. Refuse Definition. Refuse includes, but is not limited to, household waste, discarded paper and cardboard, garbage, material resulting from the handling, processing, and consumption of food, vegetable or animal matter, offal, animal excrement, plant waste such as tree trimmings or grass cuttings, ashes, incinerator residue, street sweepings, construction debris, detached vehicle parts, furniture other than furniture designed as lawn furniture, appliances, inoperable equipment, and any other items or materials which are unsightly, attractive to insects or vermin, produce a noxious odor or are otherwise considered offensive by a reasonable person.
- B. Refuse Control and Removal: All refuse shall be kept or stored inside an enclosed building or appropriate garbage disposal containers and shall be removed from the premises to a proper garbage disposal facility or recycling collection center on a regular basis, which is defined as no less often than every 14 business days.
- C. Nuisances: Owners and/or responsible parties shall be considered as maintaining a nuisance if they are in violation of any of the rules of this ordinance, to include the following:
  - 1) It shall be considered a nuisance to collect, store or allow refuse contrary to this ordinance.
  - 2) During construction or repair of property within the city limits, building materials shall be stacked or stored in a neat and orderly fashion, and in a manner so as to avoid presenting any danger to the general public. Refuse building materials shall be neatly piled or stored in garbage disposal containers. All building materials and refuse shall be cleared from the construction project no later than 14 business days after completion of the construction or repair.
  - 3) Hazardous Waste, as defined by Minnesota law, shall at all times be properly handled, stored and promptly removed by a properly trained and equipped person or entity, as soon as possible after said hazardous waste is detected by any person or entity. No hazardous waste is to be created or transported into city limits except in conformity with all federal, state, and local laws, regulations and permits.

## 6.08 LAWN AND WEED CONTROL

### A. Definitions.

- 1) "Control" means to destroy the aboveground growth of noxious weeds by a lawful method that prevents the maturation and spread of noxious weed propagating parts from one area to another. (Minnesota Statutes Chapter 18.77, Subdivision 3)
- 2) "Eradicate" means to destroy the aboveground growth and the roots of noxious weeds by a lawful method that prevents the maturation and spread of noxious weed propagating parts from one area to another. (Minnesota Statutes Chapter 18.77, Subdivision 4)
- 3) "Excessive Growth" means the growth of weeds or nonagricultural grass measured 12 inches or more in height.
- 4) "Nonagricultural Grass" means grasses that are not used or intended to be an agricultural commodity.
- 5) "Noxious Weed" means an annual, biennial, or perennial plant that the commissioner designates to be injurious to public health, the environment, public roads, crops, livestock, or other property. (Minnesota Statutes Chapter 18.77, Subdivision 8)
- 6) "Weed" means any unwanted or unsightly plant that hinders the growth of cultivated plants.

B. Lawns and landscaped areas are to be cut or trimmed so that grass areas do not exceed 6 inches in height. Noxious weeds are to be controlled by physical removal or chemical treatment. Volunteer trees or bushes are to be removed or properly trimmed. Planted trees and bushes are to be properly trimmed so as to create a neat appearance, and to avoid overlapping boundary lines. Leaves, cut branches and logs are to be stored and handled in the same manner as other refuse, except that cut timber used for fireplaces may be kept and stored for use in an enclosed container or structure, or fenced off from public view.

C. Public Nuisance. Any Noxious Weed or excessive growth of weeds and nonagricultural grasses measuring 12 inches or more in height is hereby declared to be a public nuisance affecting public health, safety, and welfare in the City of Arlington.

D. Enforcement. When any condition exists on any parcel of land, both public and private within the City of Arlington, as described in this Section 6.09, City staff will serve a notice to the owner, and/or responsible party of said parcel, ordering them to cut and remove said weeds or grasses on the parcel within ~~ten (10) days~~ **fourteen (14) business days** upon service of the notice. Noxious weeds must be controlled or eradicated within ~~ten (10) days~~ **fourteen (14) business days** upon service of notice.



## 6.09 ABATEMENT PROCEDURES

A. Abatement Procedures: In the event that a nuisance is found to exist within city limits in violation of this ordinance, the following abatement procedures will be used:

- 1) Notice: City staff shall serve a written notice on the owner and/or responsible party of the property in violation, using a notice form approved by the City Council, stating the specific manner in which the ordinance has been violated, and explaining that the nuisance must be abated **14 business days** ~~10 days~~ after the receipt of said notice. The notice may be served by personal service on the owner and/or responsible party, or by mail. If the notice is served by mail, the **14 business day** ~~10-day~~ notice term shall begin to run from the date the notice was mailed.
- 2) If the property owner and/or responsible party does not abate the nuisance **in the 14 business day notice term**, the City shall do the following: ~~the 10-day notice term, the city may do any or all of the following:~~
  - 1) **The City will issue an administrative citation and the property owner and/or responsible party will have 14 business days to pay the fee and abate the nuisance.**
  - 2) **If the property owner and/or responsible party does not satisfy the administrative citation and abatement, they then will receive a state citation, and have 30 days to pay the fee and abate the nuisance.**
  - 3) **If the property owner and/or responsible party does not satisfy the state citation and abatement, then City will request from the Courts to be allowed within 30 days to abate the nuisance by the use of city staff or hired contractors, and charge the cost of such abatement, plus an additional 25 percent added to such cost for the city administration costs, to the appropriate owner and/or responsible party.**
  - 4) **If the owner and/or responsible party fails to pay the city cost of abatement, the City may assess such charges against the property benefitted as a special assessment, under Minnesota law, for certification to the County Auditor in collection together with current taxes payable in the year following the violation.**
- a) ~~The City may abate the nuisance by the use of city staff or hired contractors, and charge the cost of such abatement, plus an additional 25 percent added to such cost for the city administration costs, to the appropriate owner and/or responsible party.~~

- b) ~~The City may cite the owner and/or responsible party with a violation of city ordinance, which shall be considered a criminal misdemeanor.~~
- c) ~~The City may request that the Court issue its Order compelling the appropriate owner and/or responsible party to abate the nuisance within a time designated by the Court, subject to a contempt of court citation for noncompliance.~~
- d) ~~If the owner and/or responsible party fails to pay the city cost of abatement, the City may assess such charges against the property benefitted as a special assessment, under Minnesota law, for certification to the County Auditor in collection together with current taxes payable in the year following the violation.~~

B. Emergency Abatement Procedure. When a nuisance is found to exist which constitutes an immediate danger or hazard if not immediately abated, and there does not exist sufficient time to follow the standard abatement procedures as set out in this ordinance, the City may abate the nuisance as follows:

- 1) The City shall order emergency abatement by an Order signed by either the Mayor, City Administrator, Chief of Police, Fire Chief or County Health Officer.
- 2) Following the emergency abatement action, a notice shall be served by personal service or by mail on the owner and/or responsible party connected with the property describing the nuisance, the action taken by the City, the reason emergency abatement was needed, and the costs incurred in abating the nuisance, which said costs shall be charged to the appropriate owner and/or responsible party as set out elsewhere in this ordinance. The notice shall also state that the owner and/or responsible party shall have the right to appeal the emergency action abatement charge to the City Council, within 30 days after receiving the notice of said abatement. The City Council shall have the authority to waive the emergency abatement charge if the council, in its sole discretion, deems such waiver reasonable.

#### ~~6.10 REPEAT NUISANCE CALLS SERVICE FEE~~

A. Purpose: ~~The purpose of this section is to protect the public safety, health, and welfare and to prevent and abate repeat service response calls by the City to the same property or location for nuisance service calls, as defined herein, which prevent police or public safety services to other residents of the City. It is the intent of the City by the adoption of this Section to impose and collect service call fees from the owner or responsible party, or both, of property to which the City officials must repeatedly respond for any repeat nuisance event or activity that generates extraordinary costs to the City. The repeat nuisance service call fee is intended to cover the cost over and above the cost of providing normal law or code enforcement services and police protection City wide.~~



- B. ~~Scope and Application: This Section shall apply to all owners and responsible party of private property, which is the subject or location of the repeat nuisance service call by the City. This Section shall apply to any repeat nuisance service calls as set forth herein made by an Arlington police officer.~~
- C. ~~Definition of Nuisance Call or Similar Conduct:~~
- ~~1) Any activity, conduct, or condition deemed as a public nuisance under any provision of City Ordinances.~~
  - ~~2) Any conduct, activity or condition constituting a violation of Minnesota state laws prohibiting or regulating prostitution, gambling, controlled substances, use of firearms; and~~
  - ~~3) Any conduct, activity, or condition constituting disorderly conduct under Chapter 609 of Minnesota Statutes.~~
- D. ~~Repeat Nuisance Service Call Fee: The City may impose a repeat nuisance service call fee, said fee amount to be set from time to time by resolution of the City Council, upon the owner and/or responsible party of private property if the City has rendered services or responded to the property on three or more occasions within a period of 365 days in response to or for the abatement of nuisance conduct, activity or condition of the same or similar kind. The repeat nuisance service call fee under this Section shall be an amount as set forth and duly adopted by City Council resolution. All repeat nuisance service call fees imposed and charged against the owner or responsible party under this Section shall be deemed delinquent 30 days after the City's mailing a billing statement, therefore. Delinquent payments are subject to ten percent late penalty of the amount due.~~
- E. ~~Notice: No repeat nuisance service call fee may be imposed against an owner or responsible party of property without first providing the owner or responsible party with written notice of the prior nuisance service calls prior to the latest nuisance service call rendered by the City upon which the fee is imposed.~~

~~The written notice shall:~~

- ~~1) State the nuisance conduct, activity or condition that is or has occurred or is maintained or permitted on the property, the dates of the nuisance conduct, activity, or condition.~~
- ~~2) State that the owner or responsible party may be subject to a repeat nuisance call service fee if a third or more nuisance service call is rendered to the property for the same nuisance, in addition to the City's right to seek other legal remedies or actions for the abatement of the nuisance or compliance with the law, and~~

- 3) ~~Be serviced personally or by U.S. Mail upon the owner or responsible party at the last known address.~~

F. ~~Right to Appeal Repeat Nuisance Service Call Fee:~~

- 1) ~~Upon the imposition of a repeat nuisance service call fee, the City shall inform the owner or responsible party of his/her right to a hearing on the alleged repeat nuisance service calls. The owner or responsible party upon whom the fee is imposed may request a hearing by service upon the City Administrator at City Hall within 10 business days of the mailing of the fee invoice, inclusive of the day the invoice is mailed, a written request for hearing. The hearing committee shall schedule the hearing within 14 days of the date of the owner's or responsible party's request for hearing.~~
- 2) ~~The hearing shall be conducted in an informal manner and the Minnesota Rules of Civil Procedure and Rules of Evidence shall apply. The hearing shall be taped, but need not be transcribed at the sole expense of the party who requests the transcription. After considering all evidence submitted, the hearing committee shall make written findings of fact and conclusions on the issue of whether the City responded to or rendered services for repeat nuisance service calls of the same or similar kind on three or more occasions within a 365 day period. The findings and conclusions shall be serviced upon the owner or responsible party by U.S. Mail within five days of the conclusion of the hearing.~~
- 3) ~~An owner or responsible party's right to a hearing shall be deemed waived if the owner or responsible party fails to serve written request for hearing as required herein or fails to appear at the scheduled hearing date. Upon waiver of the right to hearing, or upon the hearing officer's written findings of fact and conclusions that the repeat nuisance call service fee is warranted hereunder, the owner or responsible party shall pay the fee imposed and shall be deemed delinquent 30 days after the failure to appear at the appeal hearing or after the hearing committee's written findings of fact and conclusion.~~
- 4) ~~Legal Remedies Nonexclusive: Nothing in this section shall be construed to limit the City's other available legal remedies for any violation of the law which may constitute a nuisance service call hereunder, including criminal, civil, injunctive or others.~~



**NOTICE OF CODE VIOLATION**

Property Owner and/or Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

From: \_\_\_\_\_

(Name and Title of City official)

Date of Notice: \_\_\_\_\_

I hereby allege that on ( \_\_\_\_\_ ) you violated § \_\_\_\_\_ of the City Code  
Date of Violation

relating to \_\_\_\_\_

\_\_\_\_\_

The property owner and/or responsible party has 14 business days from the date of the notice to abate the nuisance violation in question. If the property owner and/or responsible party does not abate the nuisance in the 14 business day notice term, the City shall do the following:

- 1) The City will issue an administrative citation and the property owner and/or responsible party will have 14 business days to pay the fee and abate the nuisance.
- 2) If the property owner and/or responsible party does not satisfy the administrative citation and abatement, they then will receive a state citation, and have 30 days to pay the fee and abate the nuisance.
- 3) If the property owner and/or responsible party does not satisfy the state citation and abatement, then City will request from the Courts to be allowed within 30 days to the abate the nuisance by the use of city staff or hired contractors, and charge the cost of such abatement, plus an additional 25 percent added to such cost for the city administration costs, to the appropriate owner and/or responsible party.
- 4) If the owner and/or responsible party fails to pay the city cost of abatement, the City may assess such charges against the property benefitted as a special assessment, under Minnesota law, for certification to the County Auditor in collection together with current taxes payable in the year following the violation.

\_\_\_\_\_  
City Official Signature  
(Ord., passed )

**ARLINGTON, MN**  
**\*Revenue Summary**

FUND	Description	2022 YTD Budget	JULY 2022 Amt	2022 YTD Amt	YTD Balance	% of YTD Budget
101	General Fund	\$1,313,981.00	\$412,684.20	\$688,098.35	\$625,882.65	52.37%
102	Tax Abatement	\$7,830.00	\$0.19	\$1.65	\$7,828.35	0.02%
200	COVID-19 Fund	\$0.00	\$117,317.25	\$117,521.33	-\$117,521.33	0.00%
201	Fire Fund	\$135,355.00	\$8,110.54	\$103,545.05	\$31,809.95	76.50%
202	Ambulance Fund	\$501,412.00	\$9,323.91	\$270,165.08	\$231,246.92	53.88%
203	Community Center Fund	\$74,025.00	\$5,011.75	\$44,535.37	\$29,489.63	60.16%
204	EDA Loan Programs Fund	\$3,800.00	\$75.83	\$7,346.12	-\$3,546.12	193.32%
205	Revolving Loan Fund	\$9,000.00	\$692.79	\$4,983.63	\$4,016.37	55.37%
206	Small Cities Developmt Program	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
207	Cemetery Fund	\$8,400.00	\$69.58	\$8,686.02	-\$286.02	103.41%
208	Cemetery Perpetual Care Fund	\$110.00	\$0.00	\$183.75	-\$73.75	167.05%
210	Medical Center Fund	\$191,039.00	\$76.20	\$129,030.98	\$62,008.02	67.54%
215	Park Dedication Fund	\$300.00	\$21.18	\$190.78	\$109.22	63.59%
314	Sinking Fund - 2009 GO Improv.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	Sinking Fund - 2012 GO Improv.	\$11,985.00	\$9.45	\$6,296.43	\$5,688.57	52.54%
317	Sinking Fund - 2015 GO Improv.	\$93,162.00	\$108.36	\$49,310.74	\$43,851.26	52.93%
318	Sinking Fund - 2017 GO Improv.	\$80,131.00	\$4,754.17	\$69,378.92	\$10,752.08	86.58%
320	2008 Equipment Certificates	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
321	Sinking Fund - 2019 GO Improv.	\$87,308.00	\$152.08	\$46,292.01	\$41,015.99	53.02%
350	Ambulance Certificate	\$40.00	\$0.94	\$15.86	\$24.14	39.65%
351	FIRE TRUCK - 2019 Tanker	\$23,225.00	\$11.47	\$12,803.78	\$10,421.22	55.13%
352	2014 Fire Truck	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Hospital Bond Fund	\$270,638.00	\$0.00	\$23,318.75	\$247,319.25	8.62%
401	Capital Equipment Fund	\$370,563.00	\$178.20	\$191,957.62	\$178,605.38	51.80%
410	Economic Development Authority	\$100.00	\$2.42	\$21.84	\$78.16	21.84%
417	2015 Improvement Const.Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
418	2017 Imp. Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
419	Circle Dr. Imp. Project	\$0.00	\$0.00	\$12,967.72	-\$12,967.72	0.00%
421	2019 Street Imp. Const. Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
425	2014 Electric Imp. Project	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
601	Water Fund	\$450,005.00	\$40,032.69	\$1,357,308.25	-\$907,303.25	301.62%
602	Sewer Fund	\$91,800.00	\$6,911.85	\$49,583.70	\$42,216.30	54.01%
603	AGI Sewer Fund	\$605,800.00	\$62,292.40	\$355,767.49	\$250,032.51	58.73%
604	Electric Fund	\$2,035,650.00	\$235,671.25	\$1,324,658.25	\$710,991.75	65.07%
605	Storm Water Drainage Fund	\$121,050.00	\$12,013.50	\$82,723.37	\$38,326.63	68.34%
606	Comm Center Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
901	General Fixed Assets Acct Grp	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
902	General Long-Term Debt Acct Gr	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
903	GASB 34 - Revenue Recognition	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		<b>\$6,486,709.00</b>	<b>\$915,522.20</b>	<b>\$4,956,692.84</b>	<b>\$1,530,016.16</b>	<b>76.41%</b>

FILTER: None

**ARLINGTON, MN**  
**\*Expenditure Summary**

FUND	Description	2022 YTD Budget	JULY 2022 Amt	2022 YTD Amt	Enc Current	YTD Balance	% YTD Budget
101	General Fund	\$1,313,981.00	\$130,376.16	\$694,030.49	\$0.00	\$619,950.51	52.82%
102	Tax Abatement	\$7,825.00	\$0.00	\$0.00	\$0.00	\$7,825.00	0.00%
201	Fire Fund	\$148,133.00	\$12,371.68	\$39,791.73	\$0.00	\$108,341.27	26.86%
202	Ambulance Fund	\$511,822.00	\$67,596.51	\$322,495.88	\$0.00	\$189,326.12	63.01%
203	Community Center Fund	\$73,245.00	\$6,009.38	\$35,259.55	\$0.00	\$37,985.45	48.14%
204	EDA Loan Programs Fund	\$49,700.00	\$1,692.57	\$5,774.62	\$0.00	\$43,925.38	11.62%
205	Revolving Loan Fund	\$45,500.00	\$75.00	\$20,430.00	\$0.00	\$25,070.00	44.90%
206	Small Cities Developmt Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
207	Cemetery Fund	\$10,659.00	\$2,975.37	\$7,546.78	\$0.00	\$3,112.22	70.80%
208	Cemetery Perpetual Care Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
210	Medical Center Fund	\$169,838.00	\$0.00	\$23,927.00	\$0.00	\$145,911.00	14.09%
215	Park Dedication Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
314	Sinking Fund - 2009 GO Improv.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	Sinking Fund - 2012 GO Improv.	\$11,726.00	\$1,314.08	\$11,725.84	\$0.00	\$0.16	100.00%
317	Sinking Fund - 2015 GO Improv.	\$100,858.00	\$11,538.75	\$100,857.50	\$0.00	\$0.50	100.00%
318	Sinking Fund - 2017 GO Improv.	\$85,031.00	\$10,405.29	\$85,526.23	\$0.00	-\$495.23	100.58%
320	2008 Equipment Certificates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
321	Sinking Fund - 2019 GO Improv.	\$88,650.00	\$16,300.00	\$88,150.00	\$0.00	\$500.00	99.44%
350	Ambulance Certificate	\$18,234.00	\$0.00	\$18,234.00	\$0.00	\$0.00	100.00%
351	FIRE TRUCK - 2019 Tanker	\$23,225.00	\$1,512.50	\$23,225.00	\$0.00	\$0.00	100.00%
352	2014 Fire Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Hospital Bond Fund	\$270,638.00	\$0.00	\$23,318.75	\$0.00	\$247,319.25	8.62%
401	Capital Equipment Fund	\$255,350.00	\$114,179.20	\$159,754.63	\$0.00	\$95,595.37	62.56%
410	Economic Development Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
417	2015 Improvement Const.Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
418	2017 Imp. Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
419	Circle Dr. Imp. Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
421	2019 Street Imp. Const. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
425	2014 Electric Imp. Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
601	Water Fund	\$442,964.00	\$36,288.96	\$364,822.26	\$0.00	\$78,141.74	82.36%
602	Sewer Fund	\$88,557.00	\$7,480.23	\$57,548.72	\$0.00	\$31,008.28	64.98%
603	AGI Sewer Fund	\$633,056.00	\$16,580.00	\$216,230.20	\$0.00	\$416,825.80	34.16%
604	Electric Fund	\$2,031,695.00	\$278,401.28	\$1,355,316.34	\$0.00	\$676,378.66	66.71%
605	Storm Water Drainage Fund	\$128,364.00	\$17,391.25	\$125,972.75	\$0.00	\$2,391.25	98.14%
606	Comm Center Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
901	General Fixed Assets Acct Grp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
902	General Long-Term Debt Acct Gr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
903	GASB 34 - Revenue Recognition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$6,509,051.00	\$732,488.21	\$3,779,938.27	\$0.00	\$2,729,112.73	58.07%

FILTER: None

July 31, 2022

**ARLINGTON STATE BANK**

<u>FDIC#</u>	<u>Certificates of Deposit</u>	RATE	ISS DATE	MAT.DATE	AMOUNT	
1391	820497	2.00	02/15/17	02/15/22	0.00	Reinvested
1391	820767	1.00	03/23/20	03/23/23	195,000.00	Quarterly
1391	820795	1.10	07/27/20	07/27/24	80,000.00	Quarterly
1391	820944	1.00	06/30/22	06/30/25	100,000.00	Quarterly
<b>ARLINGTON STATE BANK TOTAL:</b>					<b>\$375,000.00</b>	

**RBC WEALTH MGMT (Transferred from MORGAN STANLEY)**

<u>FDIC#</u>	<u>Certificates of Deposit</u>	RATE	ISS DATE	MAT DATE	AMOUNT	INTEREST
	Sallie Maie Bank, SaltLakeCity	2.60	04/10/19	04/11/22	0.00	Matured
	Goldman Sachs, NY	2.60	04/17/19	04/18/22	0.00	Matured
	American Exp- Salt Lake City,UT	2.40	05/24/17	05/24/22	0.00	Matured
	MS Bank - Salt Lake City, UT	2.90	04/05/18	04/05/23	100,000.00	Semi-Annual
	Morgan Stanley	0.25	01/05/21	01/08/24	145,000.00	Quarterly
	Morgan Stanley	1.65	03/05/20	03/05/24	220,000.00	Semi-Annual
	Goldman Sachs Bank, NY	3.35	06/28/22	07/08/24	200,000.00	Monthly
	Sallie Mae Bank- Murray, UT	3.30	06/28/22	07/08/24	200,000.00	Semi-Annual
	FlagStar Bank- Troy, MI	0.50	08/06/20	07/31/24	245,000.00	Semi-Annual
	State Bank India, NY	1.05	06/10/20	06/10/25	200,000.00	Semi-Annual
	Jonesboro Bank	0.50	12/18/20	12/18/26	175,000.00	Monthly
	First National Bank	1.25	12/30/21	12/30/26	165,000.00	Monthly
	Texas Exchange Bank-Crowley	0.80	11/25/20	05/25/27	145,000.00	Monthly
	Celtic Bank - Salt Lake City, UT	1.50	12/20/21	12/20/28	165,000.00	Monthly
	Cash/MoneyMarket				15,493.30	
<b>RBC WEALTH MGMT TOTAL:</b>					<b>\$1,975,493.30</b>	

CD Amounts: 1,960,000.00

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## FINANCIAL NORTHEASTERN COMPANIES

RATE ISS.DATE MAT.DATE AMOUNT

FDIC# Certificates of Deposit

CITIBANK - Sioux Falls, SD	3.10	05/04/18	05/04/23	100,000.00	Semi-Annual
Sallie Mae - Salt Lake City , UT	3.30	06/13/18	06/13/23	98,000.00	Semi-Annual
Comenity Cap. Bank- Salt Lake	3.25	06/15/18	06/15/23	151,000.00	Monthly
State Bank India - New York	1.80	01/31/22	02/01/27	100,000.00	Semi-Annual
Cash & Cash Equivalentents				134.48	

FINANCIAL NORTHEASTERN COMPANIES TOTAL:

\$449,134.48

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### 4M FUND

4M Plus	1.369	General Money Market	751,410.31
4M	1.364	2019 Imp. Bond Account	<u>1,001,709.31</u>
		4M Fund Total:	<b>\$1,753,119.62</b>



Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION 49-2022**

**A RESOLUTION ACCEPTING A DONATION AND DESIGNATING ITS USE**

**WHEREAS**, Minnesota State Statutes 465.03 states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

**WHEREAS**, the City may not, however, accept or use gifts for religious or sectarian purposes; and

**WHEREAS**, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members; and

**WHEREAS**, the City of Arlington has received a donation of a \$3000.00 from Dave and Dee Czech to be used for the Arlington Ambulance Fund; and

**WHEREAS**, charitable contributions to governmental units are tax-deductible under Section 170(c)(1) of the Internal Revenue Code if made for public purpose, and

**WHEREAS**, the Arlington City Council would like to express its thankfulness for this gracious community support, and

**NOW THEREFORE BE IT RESOLVED**, pursuant to Minnesota State Statute 465.03 the Arlington City Council does hereby accept the aforementioned donation.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_; and upon poll being taken thereon the following voted in favor thereof: \_\_\_\_\_; and the following voted against the same: \_\_\_\_\_; and the following abstained from voting: \_\_\_\_\_; and the following were absent: \_\_\_\_\_.

The foregoing resolution was adopted by the City Council of the City of Arlington this 15th day of August 2022.

Signed: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator

Whereupon the resolution was declared duly passed and adopted and was signed by the Mayor whose signature was attested by the City Administrator.





Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION 50-2022**

**A RESOLUTION ACCEPTING A DONATION AND DESIGNATING ITS USE**

**WHEREAS**, Minnesota State Statutes 465.03 states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

**WHEREAS**, the City may not, however, accept or use gifts for religious or sectarian purposes; and

**WHEREAS**, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members; and

**WHEREAS**, the City of Arlington has received a donation of a \$50.00 from Tamara Nelsen to be used for the Arlington Fire Department Fund; and

**WHEREAS**, charitable contributions to governmental units are tax-deductible under Section 170(c)(1) of the Internal Revenue Code if made for public purpose, and

**WHEREAS**, the Arlington City Council would like to express its thankfulness for this gracious community support, and

**NOW THEREFORE BE IT RESOLVED**, pursuant to Minnesota State Statute 465.03 the Arlington City Council does hereby accept the aforementioned donation.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_; and upon poll being taken thereon the following voted in favor thereof: \_\_\_\_\_; and the following voted against the same: \_\_\_\_\_; and the following abstained from voting: \_\_\_\_\_; and the following were absent: \_\_\_\_\_.

The foregoing resolution was adopted by the City Council of the City of Arlington this 15th day of August 2022.

Signed: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator

Whereupon the resolution was declared duly passed and adopted and was signed by the Mayor whose signature was attested by the City Administrator.



Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION 51-2022**

**A RESOLUTION ACCEPTING DONATIONS FOR THE  
2022 ARLINGTON NIGHT OUT AT FOUR SEASONS PARK**

**WHEREAS**, Minnesota State Statutes 465.03 states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

**WHEREAS**, the City may not, however, accept or use gifts for religious or sectarian purposes; and

**WHEREAS**, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members; and

**WHEREAS**, the City of Arlington has received a donation of a \$951.00 from various businesses and individual residents of the City of Arlington; and

**WHEREAS**, charitable contributions to governmental units are tax-deductible under Section 170(c)(1) of the Internal Revenue Code if made for public purpose, and

**WHEREAS**, the Arlington City Council would like to express its thankfulness for this gracious community support, and

**NOW THEREFORE BE IT RESOLVED**, pursuant to Minnesota State Statute 465.03 the Arlington City Council does hereby accept the aforementioned donation.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_; and upon poll being taken thereon the following voted in favor thereof: \_\_\_\_\_; and the following voted against the same: \_\_\_\_\_; and the following abstained from voting: \_\_\_\_\_; and the following were absent: \_\_\_\_\_.

The foregoing resolution was adopted by the City Council of the City of Arlington this 15th day of August 2022.

Signed: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator

Whereupon the resolution was declared duly passed and adopted and was signed by the Mayor whose signature was attested by the City Administrator.

## 2022 Arlington Night Out summary

### Revenues:

#### Monetary Donations:

Arlington Liquors	\$50.00
Hutchinson Coop	\$50.00
After Burner Auto Body	\$100.00
Arlington Animal Clinic	\$100.00
Arlington State Bank	\$150.00
Ridgeview Sibley Medical Center	\$200.00

Subtotal: \$650.00

ANO Donation Jar - 8/2/22

\$301.00

ANO Donations: \$951.00

**2022 Total Revenues: \$951.00**

*Cash/Checks  
as of 8/9/22*



August 9, 2022

City of Arlington  
Attn: Amy Newsom, City Administrator  
204 Shamrock Drive  
Arlington, MN 55307

Honorable Mayor, Council Members, and Administrator Newsom:

Amba Homes of Arlington, LLC, a private development company represented by Nishul Patel, has been working on the potential development of a rental housing project on vacant land located within the city. Amba Homes of Arlington, LLC has requested tax increment financing assistance for costs associated with site improvements and housing project costs for the proposed development to assist with project feasibility.

Tax Increment Financing or TIF is a tool that captures new property taxes that are generated as a result of new development that occurs within the boundaries of a designated TIF District. For the proposed housing project, this capture period can extend for up to 26-years. In the draft development agreement, the city is proposing to limit the subsidy to Amba Homes of Arlington, LLC to 90% of the captured tax increment for a term of 26-years commencing with taxes payable 2025.

A housing tax increment financing district requires the implementation of certain income restrictions for rental housing projects which in this instance shall include the following:

(a) *At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and*

(b) *The limits described in clause (a) must be satisfied through the Termination Date. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.*

A public hearing is required as part of the process for implementing the proposed tax increment financing district, and the hearing for this project has been scheduled for August 15, 2022. The purpose of the public hearing will be to receive public comment regarding the creation of the proposed tax increment district.

Copies of the tax increment plan have been distributed to Sibley County and the Sibley East School District in advance of the public hearing. Following the public hearing the City Council will be asked to consider a resolution adopting a tax increment plan and authorizing the execution of a development agreement with Amba Homes of Arlington, LLC (documents attached).

A summary of the terms in the development agreement includes the following:

The City will agree to the following:

1. The City Council shall create TIF District 1-4 (housing district) for the purpose of providing tax increment financing assistance for 26-years. The assistance shall; 1) Commence with taxes payable 2025; and 2) Consist of 90% of the available increment; and 3) Said assistance shall not exceed \$3,000,000. No interest will be paid on the tax increment financing note.
2. Eligible costs for reimbursement will include site improvements, streets, curb, gutter, utilities,

and housing project costs.

Amba Homes of Arlington, LLC will agree to the following:

1. Substantially complete construction of the public infrastructure by December 31, 2023. Said public improvements are to be constructed according to plans and specifications that are approved by the city.
2. Substantially complete the construction of at least ten housing units by December 31, 2025.
3. Agree to meet income restrictions for housing tax increment financing districts for the duration of the subsidy term.

Enclosed for consideration is a resolution providing for the adoption of the tax increment financing plan which also authorizes execution of the development agreement providing specific terms for tax increment financing assistance to the project.

Please feel free to contact me if I can be of any assistance in answering questions regarding the information provided. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shannon Sweeney".

Shannon Sweeney, Associate  
David Drown Associates, Inc.

**EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY  
OF ARLINGTON, MINNESOTA**

HELD: August 15, 2022

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Arlington, Sibley County, Minnesota, was duly called and held on the 15th day of August, 2022, at 6:30 p.m.

The following members of the Council were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION # 52-2022  
APPROVING THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-4 WITHIN  
MUNICIPAL DEVELOPMENT DISTRICT NO. 1,  
AND ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO

WHEREAS:

- A. It has been proposed that the City of Arlington, Minnesota (the "City"), establish Tax Increment Financing District No. 1-4 within Municipal Development District No. 1 and adopt a tax increment financing plan relating thereto, under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794 (collectively, the "Act"); and
- B. The City of Arlington has investigated the facts and has caused to be prepared a tax increment financing plan for Tax Increment Financing District No. 1-4; and
- C. The City has performed all actions required by law to be performed prior to the establishment of Tax Increment Financing District No. 1-4 within Municipal Development District No. 1 and the adoption of the tax increment financing plan relating thereto, including, but not limited to, notification of Sibley County and Sibley East School District, having taxing jurisdiction over the property to be included in Tax Increment Financing District No. 1-4, and the holding of a public hearing upon published notice as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Arlington as follows:

1. Tax Increment Financing District No. 1-4 within Municipal Development District No. 1. The City hereby approves the establishment of Tax Increment Financing District No. 1-4 within Municipal Development District No. 1, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.

2. Tax Increment Financing Plan. The Tax Increment Financing Plan is adopted as the tax increment financing plan for Tax Increment Financing District No. 1-4, and the City Council makes the following findings;

(a) Tax Increment Financing District No. 1-4 is a housing district as defined in Minnesota Statutes, Section 469.174, Subd. 11;

Criteria for this type of district is described in Section 12 of the Tax Increment Financing Plan. The City will assure all development is in compliance with income limits.

(b) The proposed development, in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 1-4 permitted by the Tax Increment Financing Plan.

The project developer has indicated that TIF assistance is necessary to control certain development costs such that a reasonable lot and housing development cost can be achieved which will enable the developer to secure private financing and enable the developer to rent housing units at rental rates generally accepted in the Arlington housing market. Without assistance, the developer believes that the project will not be able to achieve final pricing that will enable the developer to be successful.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed as described above. Such analysis indicates that:

1. The increase in estimated market value of the proposed developments is \$7,408,600; and
2. The present value of expected tax increments collected over the maximum duration of the TIF District is \$2,614,731; and
3. The expected increased estimated market value of the site without the use of tax increment is \$450,000, assuming the land is developed for other purposes.

(c) The Tax Increment Financing Plan for Tax Increment Financing District No. 1-4 conforms to the general plan for development or redevelopment of the City of Arlington as a whole.

The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.

(d) The Tax Increment Financing Plan will afford maximum opportunity, consistent with the sound needs of the City of Arlington as a whole, for the development or redevelopment of Tax Increment Financing District No. 1-4 by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within Municipal Development District No. 1.

3. Public Purpose. The adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area within the City to provide rental housing opportunities, to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.

4. Authorization of Interfund Loan. The City hereby authorizes internal funding in a principal amount equal to all Project costs listed in the TIF Budget. Funds will be provided from the General Fund, repaid over the term of the TIF District, and include interest at a fixed rate of 4.0%. (This interest rate is the greater of the rates specified under Minnesota Statutes 270C.40 and 549.09.)
5. Certification. The Auditor of Sibley County is requested to certify the original net tax capacity of Tax Increment Financing District No. 1-4 as described in the Tax Increment Financing Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within Tax Increment District No. 1-4 for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.
6. Authorization for Execution of Development Agreement. The Mayor and City Administrator are hereby authorized to execute a development agreement providing specific terms for the tax increment financing assistance to be provided to Amba Homes of Arlington, LLC.
7. Filing. The City Administrator is further authorized and directed to file a copy of the Tax Increment Financing Plan with the Commissioner of Revenue and the Office of the State Auditor.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.



STATE OF MINNESOTA        )  
COUNTY OF SIBLEY        ) SS  
CITY OF ARLINGTON        )

I, the undersigned, being the duly qualified and acting City Administrator of the City of Arlington, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the establishment Tax Increment Financing District No. 1-4 within Municipal Development District No. 1 in the City.

WITNESS my hand this 15th day of August, 2022.

---

City Administrator

# DRAFT

## City of Arlington, Minnesota

### Tax Increment Financing District No. 1-4 (Amba Homes of Arlington Project)

To be Adopted: August 15, 2022



**DDA**

David Drown Associates, Inc.  
Public Finance Advisors

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## **Tax Increment Financing Plan for Tax Increment Financing District No. 1-4**

### **Section 1 Definitions**

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the City Council of the City of Arlington, Minnesota.

"City" means the City of Arlington, Minnesota.

"City Council" means the City Council of the City of Arlington, Minnesota.

"County" means Sibley County, Minnesota.

"County Board" means the County Board of the County.

"Developer" means any person undertaking construction or renovation of taxable property within the Project Area, including Amba Homes of Arlington, LLC which is the developer of the proposed project.

"Development District" means the City's previously established Municipal Development District No. 1, as modified.

"Development Program" means the Development Program for Municipal Development District No. 1, as modified.

"Project Area" means the geographic area of Municipal Development District No. 1.

"School District" means the Sibley East School District.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing District No. 1-4.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

### **Section 2 Statement of Need and Public Purpose**

There is a need for new development within the corporate limits of the City to provide affordable housing opportunities, to improve the tax base, and to improve the general economy of the state.

### **Section 3 Statutory Authorization**

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

### **Section 4 Statement of Objectives**

See the Development Program for Municipal Development District No. 1.

### **Section 5 Specific Development Expected to Occur in the TIF District**

Amba Homes of Arlington, LLC is proposing to construct street and utility improvements and construct multi-family housing units on property located within the TIF District. The proposed project will assist in meeting some of the demand for affordable housing opportunities within the City of Arlington.

### **Section 6 Property to be Included in the TIF District**

The TIF District includes one vacant parcel. A map showing the location of the TIF District is provided in Exhibit 1 and the present parcel identification number and value is summarized in Exhibit 2. The property is in the process of being platted which will result in new parcel identification numbers being assigned to the individual lots and outlots. The area encompassed by the TIF District shall also include all street rights-of-way and utility or drainage

easements located upon or adjacent to the property described in Exhibits 1 and 2.

### Section 7 Estimated Sources and Uses of Funds (Public Costs)

The estimated costs of the proposed development in the TIF District which are eligible for reimbursement with tax increments of the TIF District and the projected sources of revenue available to fund these costs are summarized below.

#### Uses of Funds (Public Costs)

##### Capital Costs:

Housing Project Costs	1,000,000
Utilities	850,000
Site Improvements	750,000
Land Acquisition	200,000
Streets & Sidewalks	<u>1,000,000</u>
	3,800,000

##### Finance Costs

Bond & Note Interest Payments	<u>1,155,458</u>
Subtotal Finance Costs	\$1,155,458

##### Administrative Costs

Administrative costs paid with TIF	<u>\$150,000</u>
------------------------------------	------------------

**Total Uses of Funds** **\$5,105,458**

#### Sources of Funds

Tax Increments	\$4,805,458
Interest Earnings	<u>300,000</u>

**Total Sources of Funds** **\$5,105,458**

The Authority reserves the right to adjust the amount of any of the line items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

### Section 8 Estimated Impact on Other Taxing Jurisdictions

Exhibit 4 shows the estimated impact on other taxing jurisdictions if the projected Retained Captured Net Tax Capacity of the TIF District were hypothetically available to the other jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since only limited development would have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

### Section 9 Fiscal and economic implications

M.S. Section 469.175 Subdivision (2b) requires a specific description of the fiscal and economic implications of the proposed TIF District on City-provided services, plus an estimate of the total TIF that will be generated over the life of the TIF District attributable to each taxing jurisdiction.

City Service Costs. The proposed project is anticipated to result in the development of approximately 35 rental housing units. New infrastructure will be installed/completed to serve the project by the Developer. Expected impacts on general government and administration expenses will be very small as the proposed project is anticipated to have little impact on existing services. The City proposes to provide TIF assistance by reimbursing a portion of the tax increments to the Developer. It is likely that the TIF District will not impact City debt levels and will not affect the City's ability to borrow for future projects.

TIF Attribution. The City projects TIF collections will total \$4,805,458 over the life of the TIF District. Assuming current tax rates remain unchanged, \$2,290,945 will come from the City share of property taxes; \$1,704,566 from

the County share, and \$729,751 from the School share of the property tax levy.

### **Section 10 Property to be acquired in the TIF District**

The Authority may reimburse the developers or purchasers for the costs of any or all of the property located within the TIF District, and any such acquisition shall be considered authorized by this TIF Plan. Please see Exhibit 2 for complete parcel information.

### **Section 11 Estimated Amount of Bonded Indebtedness**

The Authority plans to provide TIF assistance by reimbursing a portion of the tax increments from the TIF District to the Developer. However, should the present development plan not materialize, the Authority reserves the right to issue G.O. TIF bonds of which tax increments will be responsible for the repayment of an amount not to exceed \$3,800,000 in principal and \$1,155,458 in interest (including capitalized). M.S. 475.58 Subd. 1 allows for the issuance of bonds that have a principal amount of up to 5 times the amount to be paid with tax increment.

Interfund Loans, including a negative balance in the TIF fund, must be authorized by resolution of the entity advancing the loan, within 60 days of the date money is transferred, advanced or spent. The resolution must include the terms and conditions for repayment of the loan to include, at a minimum, the source of the loan, the principal amount of the loan, the interest rate, and the maximum term. The interest rate to be charged on internal loans shall be 4% based upon the limit of the greater of the rates specified under Minnesota Statutes 270C.40 or 549.09 as of the date this Plan is approved. Terms may be modified or amended by the entity before the latest decertification of any District from which the advance or loan is to be repaid.

### **Section 12 Designation of TIF District as a Housing District**

The Tax Increment District qualifies as a housing district. A housing district is a type of tax increment financing district which consists of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined by federal, state and sometimes local legislation. A housing district may contain and provide assistance to commercial, retail, or other nonresidential uses, as long as the square footage of these uses does not exceed 20% of the total square footage of buildings in the TIF District.

Housing districts are subject to various income limitations. For owner occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code. Generally, the initial occupants must have incomes of 100% or less of statewide median income for families of two or less, and 115% of statewide median income for families of three or more. For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. This requires that at least 40% of the units are rented to families with incomes at or below 60% of county median income, or 20% of the units rented to families with incomes at or below 50% of county median income, adjusted for family size. These requirements apply for the life of the District. The Authority will assure housing development within the District meets the above criteria. The Authority reserves the right, however, to remove property from the TIF District to accommodate proposed housing development(s) which do not meet these criteria.

### **Section 13 Original Net Tax Capacity**

The County Auditor shall certify the Original Net Tax Capacity of the TIF District, which will be the total Net Tax Capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 1, 2022 for taxes payable in 2023 is estimated to be \$67,400. The Original Net Tax Capacity of the TIF District will be approximately \$674.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

1. changes in the tax-exempt status of property;
2. reductions or enlargements of the geographic area of the TIF District;

3. changes due to stipulation agreements or abatements; or
4. changes in classification rates.

**Section 14 Original Local Tax Rate**

The County Auditor will also certify the Original Tax Capacity Rate of the TIF District. This rate is the sum of all local tax rates that apply to property in the TIF District. This rate must match the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Tax Capacity Rate of the TIF District. The sum of all local tax rates that apply to property in the TIF District for taxes payable in 2022 is **153.577%**. The final Original Local Tax Rate may be higher or lower than this value as the payable 2023 tax rate will be the frozen rate.

<u>Taxing Jurisdiction</u>	<u>Payable 2022 Tax Rate</u>
City of Arlington	73.216%
Sibley County	54.476%
Sibley East Schools	23.322%
Other	<u>2.563%</u>
<b>Total</b>	<b>153.577%</b>

The State property tax on commercial, industrial and certain other property classes is not captured by the TIF District. However, this state tax does not apply to most residential property. Additionally, a portion of the school tax rate attributed to local operating costs is also not captured by the TIF District.

**Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment**

Each year the County Auditor will determine the current Net Tax Capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference is known as the Captured Net Tax Capacity of the TIF District. It is the Authority’s intention to retain 100% of the Captured Net Tax Capacity of the TIF District. Such amount shall be known as the Retained Captured Net Tax Capacity of the TIF District. Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

**Section 16 Statutory Duration of the TIF District**

Housing districts may remain in existence through the end of the 25th year following receipt of the first tax increment, resulting in 26 TIF collections. The Authority elects to have the first increment collection in taxes payable 2025. The District is expected to remain in existence the maximum duration allowed by law (projected to be through 2050). Modifications of this plan (see Section 28) shall not extend these duration limits.

**Section 17 Use of Tax Increments – Housing Districts**

Tax increments derived from a housing district must be used solely to finance the costs of projects defined in Section 12. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the Authority may be included in the cost of a housing project.

**Section 18 Use of Tax Increments – General**

Each year the county treasurer will deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

1. pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 22);

2. pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;
3. accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
4. pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
5. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both County Boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment cannot be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or Federal government. This prohibition does not apply to the construction or renovation of a parking structure, a common area used as a public park, or a facility used for social, recreational, or conference purposes and not primarily for conducting the business of the community.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

### **Section 19 “Green Acres”**

A TIF District may NOT include parcels that qualified as “green acres” in any of the five (5) years preceding the request for certification, unless 85% of development in the district is restricted to qualified manufacturing or distribution facilities directly related to production of tangible personal property and paying at least 90% of its employees wages equal to or greater than 160% of the federal minimum wage, or the development in the district is a qualified housing project.

### **Section 20 4-Year Knock-Down Rule**

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

### **Section 21 Tax Increment Pooling – 5-year Rule**

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District. No more than 20% of the tax increments may be spent on costs outside of the TIF District, but within the boundaries of the Project Area. All administrative expenses are considered to have been spent outside of the TIF District. Revenues derived from tax increments paid by properties in the district are considered to have been spent within the TIF District if such amounts are:

1. actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
2. used to make payments or reimbursements to a third party under binding contracts for activities



performed within the TIF District, which were entered into within five years after certification of the district;  
or

3. used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority also elects the option provided by M.S. 469.1763 to increase the amount of expenditures permitted outside the District by up to an additional 10%. However, these expenditures are limited to assisting housing which meets the requirements of a low income housing building defined under section 42(c) of the Internal Revenue Code.

The Authority expects that a portion of tax increments may be used for housing expenses elsewhere within the boundaries of Municipal Development District No. 1.

## **Section 22 Excess Tax Increment**

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. Excess increments may only be used to:

1. prepay any outstanding tax increment Bonds;
2. discharge the pledge of tax increments on any outstanding Bonds;
3. pay amounts into an escrow account dedicated to the payment of any outstanding Bonds; or
4. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Allocation of excess increments must be completed by September 31<sup>st</sup> in the year following the year in which the excess increments were generated

## **Section 23 Limitation on Administrative Expenses**

Administrative expenses are defined as all costs of the Authority other than:

1. amounts paid for the purchase of land;
2. amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
3. relocation benefits paid to, or services provided for, persons or businesses located within the TIF District;  
or
4. amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increments actually received.

## **Section 24 Prior Planned Improvements**

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the Net Tax Capacity of each improvement for which a building permit was issued.

## **Section 25 Development Agreements**

If more than 10% of the acreage of a project (which contains an economic development district) is to be acquired

by the Authority with proceeds from tax increment bonds then, prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

### **Section 26 Exempt from Business Subsidy Laws**

Minnesota Statutes 116J.991 requires an Authority providing a business with a subsidy worth \$25,000 to complete a subsidy approval process. Housing assistance, however, is exempt from the requirements.

### **Section 27 Assessment Agreements**

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

### **Section 28 Modifications of the Tax Increment Financing Plan**

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

1. the only modification is elimination of parcels from the Project Area or the TIF District; and
2. the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

### **Section 29 Administration of the Tax Increment Financing Plan**

Upon adoption of the TIF Plan, the Authority must submit a copy of such plan to the State Auditor's Office and the Department of Revenue. The Authority must also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority must submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority must also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County will distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

1. Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
2. If the County Auditor receives the request for certification of a new TIF District, or for modification of an

existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.

3. Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
  - a. the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply;
  - b. the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
  - c. if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

### **Section 30 Financial Reporting and Disclosure Requirements**

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

1. Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
  - a. tax increment received and expended in that year
  - b. Original Net Tax Capacity
  - c. captured Net Tax Capacity
  - d. amount of outstanding bonded indebtedness
  - e. increments paid to other government bodies
  - f. administrative costs
  - g. increments paid directly or indirectly outside of the district
  - h. if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, and the municipality.

2. Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, and the governing body of the municipality, if the municipality is not also the authority.

### **Section 31 Findings and Need for Tax Increment Financing**

In establishing the TIF District, the City makes the following findings:

1. The TIF District qualifies as a housing district;  
See Section 12 of this document for the reasons and facts supporting this finding.
2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the

present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The project developer has indicated that TIF assistance is necessary to control certain development costs such that a reasonable lot and housing development cost can be achieved which will enable the developer to secure private financing and enable the developer to rent housing units at rental rates generally accepted in the Arlington housing market. Without assistance, the developer believes that the project will not be able to achieve final pricing that will enable the developer to be successful.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included as Exhibit 5, indicates that:

- a. The increase in estimated market value of the proposed developments is \$7,408,600; and
  - b. The present value of expected tax increments collected over the maximum duration of the TIF District is \$2,614,731; and
  - c. The expected increased estimated market value of the site without the use of tax increment is \$450,000, assuming the land is developed for other purposes.
3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.
- The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.
4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.

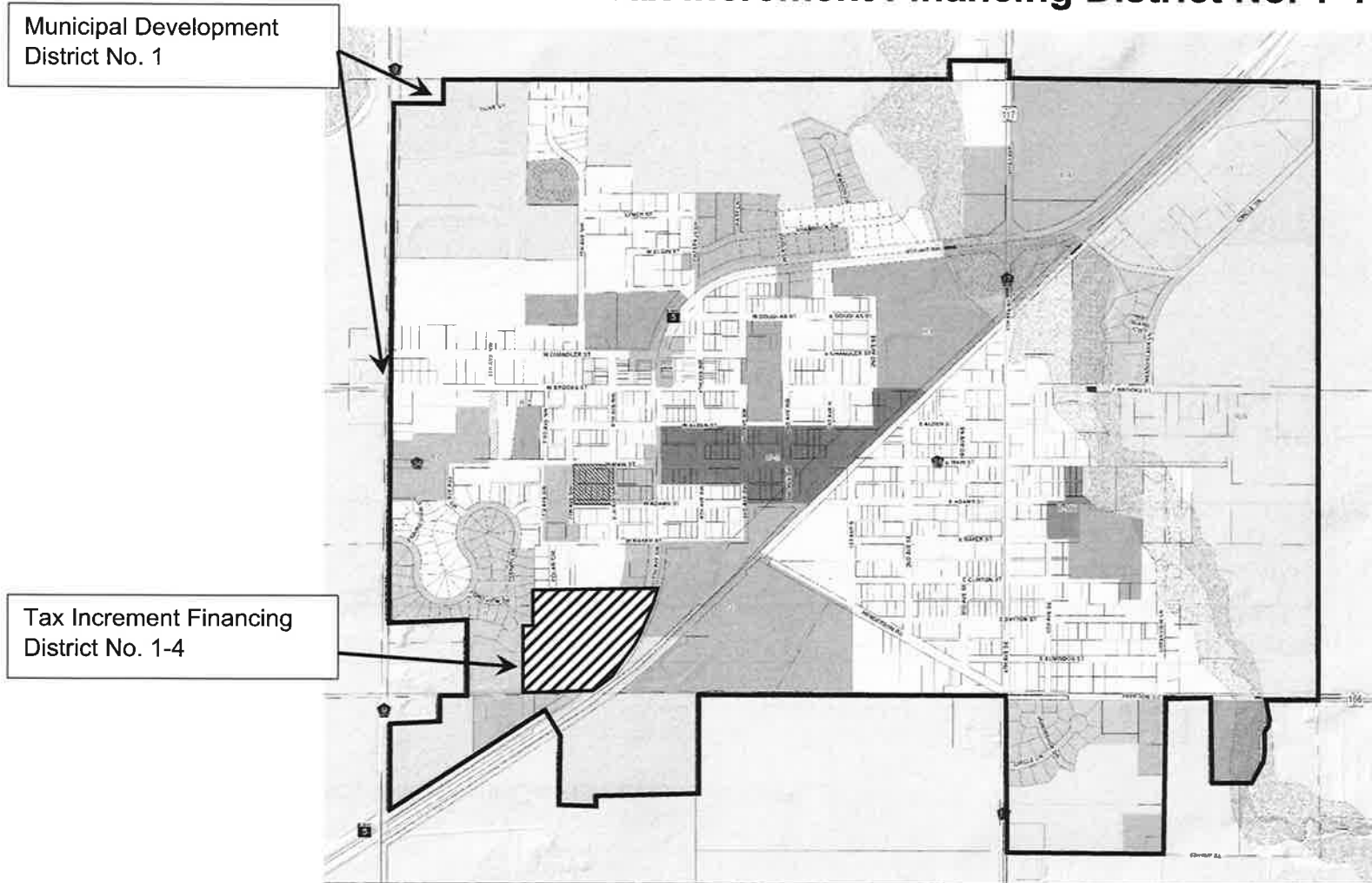
The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within Municipal Development District No. 1.

## Exhibits

Map of Financing District and Project Area .....	Exhibit 1
Parcels and Valuations.....	Exhibit 2
Tax Increment Projections .....	Exhibit 3
Statement of Fiscal and Economic Impacts.....	Exhibit 4
Market Value Analysis .....	Exhibit 5

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# City of Arlington, Minnesota Tax Increment Financing District No. 1-4



The Boundaries of Municipal Development District No. 1 are coterminous with the City Limits.

**City of Arlington, Minnesota**  
**TIF District No. 1-4**

**Parcel Summary -- Areas, Values & Conditions**

Owner of Record	Parcel I.D.#	Land Value	Building Value	Total Value	Est. Original Tax Cap.
Amba Homes of Arlington, LLC	31.0881.000	67,400.00	0	67,400	674
				67,400	674

**City of Arlington, Minnesota  
TIF District No. 1-4**

**Tax Increment Projections**

**Valuations & Projected Increases**

	Market	Tax Capacity
Original Values	67,400	674
Increased Value:	7,476,000	93,450

**Tax Rate Assumptions:**

	2022 Tax Rate
City of Howard Lake	73.216%
Sibley County	54.476%
Sibley East Schools	23.322%
Other	2.563%
	<u>153.577%</u>

**Projected Tax Increment**

Payable Year	Original Tax Capacity	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	Adjustments		TOTAL NET REVENUES
								10.00% Admin. Retainage	0.36% State Auditor's Deduction	
2023	674	674	-	-	-	153.58%	-	-	-	-
2024	674	674	-	-	-	153.58%	-	-	-	-
2025	674	93,450	92,776	-	92,776	153.58%	142,483	14,248	513	127,721
2026	674	95,319	94,645	-	94,645	153.58%	145,353	14,535	523	130,294
2027	674	97,225	96,551	-	96,551	153.58%	148,281	14,828	534	132,919
2028	674	99,170	98,496	-	98,496	153.58%	151,267	15,127	545	135,596
2029	674	101,153	100,479	-	100,479	153.58%	154,313	15,431	556	138,326
2030	674	103,176	102,502	-	102,502	153.58%	157,420	15,742	567	141,111
2031	674	105,240	104,566	-	104,566	153.58%	160,589	16,059	578	143,952
2032	674	107,345	106,671	-	106,671	153.58%	163,822	16,382	590	146,850
2033	674	109,492	108,818	-	108,818	153.58%	167,119	16,712	602	149,805
2034	674	111,681	111,007	-	111,007	153.58%	170,482	17,048	614	152,820
2035	674	113,915	113,241	-	113,241	153.58%	173,912	17,391	626	155,895
2036	674	116,193	115,519	-	115,519	153.58%	177,411	17,741	639	159,031
2037	674	118,517	117,843	-	117,843	153.58%	180,980	18,098	652	162,231
2038	674	120,888	120,214	-	120,214	153.58%	184,620	18,462	665	165,494
2039	674	123,305	122,631	-	122,631	153.58%	188,333	18,833	678	168,822
2040	674	125,771	125,097	-	125,097	153.58%	192,121	19,212	692	172,217
2041	674	128,287	127,613	-	127,613	153.58%	195,984	19,598	706	175,680
2042	674	130,853	130,179	-	130,179	153.58%	199,924	19,992	720	179,212
2043	674	133,470	132,796	-	132,796	153.58%	203,944	20,394	734	182,815
2044	674	136,139	135,465	-	135,465	153.58%	208,043	20,804	749	186,490
2045	674	138,862	138,188	-	138,188	153.58%	212,225	21,222	764	190,238
2046	674	141,639	140,965	-	140,965	153.58%	216,490	21,649	779	194,062
2047	674	144,472	143,798	-	143,798	153.58%	220,840	22,084	795	197,961
2048	674	147,361	146,687	-	146,687	153.58%	225,278	22,528	811	201,939
2049	674	150,308	149,634	-	149,634	153.58%	229,804	22,980	827	205,996
2050	674	153,315	152,641	-	152,641	153.58%	234,421	23,442	844	210,135
							<u>4,805,458</u>	<u>480,546</u>	<u>17,300</u>	<u>4,307,613</u>



**City of Arlington, Minnesota  
TIF District No. 1-4**

**STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT**

Taxing Jurisdiction	Without TIF District		With TIF District					
	2022 Taxable Net Tax Capacity <sup>(1)</sup>	2022 Local Tax Rate	2022 Taxable Net Tax Capacity <sup>(1)</sup>	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	Hypothetical Decrease in Tax Rate
City of Arlington, Minnesota	1,359,075	73.22%	1,359,075	92,776	67,927	1,451,851	68.537%	4.679%
Sibley County	29,068,741	54.48%	29,068,741	92,776	50,541	29,161,517	54.303%	0.173%
Sibley East Schools	11,898,507	23.32%	11,898,507	92,776	21,637	11,991,283	23.142%	0.180%
Other <sup>(2)</sup>	--	2.56%	--	--	--	--	2.56%	--
<b>Totals</b>		<b>153.58%</b>			<b>140,105</b>		<b>148.545%</b>	<b>5.032%</b>

**Statement #1:** If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

**Statement #2:** As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

**Statement #3:** The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$4,805,458.

**Statement #4:** A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$2,290,945 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

**Statement #5:** The estimated amount of increment attributed to the school districts' tax levies and captured as a result of the creation of this TIF District is \$729,751 for Sibley East Schools.

**Statement #6:** The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$1,704,566.

<sup>(1)</sup> Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

<sup>(2)</sup> The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

# City of Arlington, Minnesota

## TIF District No. 1-4

### Market Value Analysis

Increased Market Value of Site	\$	7,408,600
Less Present Value of TIF Revenues	\$	2,614,731
	\$	4,793,869
Estimated Increased Site Value w/out TIF	\$	450,000
Net Value Increase	\$	4,343,869

### Present Value of Tax Increments

Calculation Date: 7/12/2022  
 Present Value Factor: 4.00%

#	Year	Gross Tax Increment	Present Value
1	2023	-	-
2	2024	-	-
3	2025	142,483	126,667
4	2026	145,353	124,248
5	2027	148,281	121,876
6	2028	151,267	119,549
7	2029	154,313	117,265
8	2030	157,420	115,025
9	2031	160,589	112,828
10	2032	163,822	110,672
11	2033	167,119	108,557
12	2034	170,482	106,482
13	2035	173,912	104,447
14	2036	177,411	102,451
15	2037	180,980	100,492
16	2038	184,620	98,570
17	2039	188,333	96,685
18	2040	192,121	94,836
19	2041	195,984	93,022
20	2042	199,924	91,243
21	2043	203,944	89,497
22	2044	208,043	87,785
23	2045	212,225	86,105
24	2046	216,490	84,457
25	2047	220,840	82,841
26	2048	225,278	81,255
27	2049	229,804	79,700
28	2050	234,421	78,174
		<u>4,805,458</u>	<u>2,614,731</u>

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TAX INCREMENT FINANCING AGREEMENT  
IN  
MUNICIPAL DEVELOPMENT DISTRICT NO. 1  
AND  
TAX INCREMENT FINANCING (HOUSING) DISTRICT NO. 1-4  
CITY OF ARLINGTON,  
SIBLEY COUNTY, MINNESOTA  
Between  
CITY OF ARLINGTON, MINNESOTA  
And  
AMBA HOMES ARLINGTON, LLC  
for the  
AMBA HOMES OF ARLINGTON PROJECT

\_\_\_\_\_

Dated as of [Dated Date], 2022

\_\_\_\_\_

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This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)  
Suite 1500  
50 South Sixth Street  
Minneapolis, Minnesota 55402

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## TAX INCREMENT FINANCING AGREEMENT

THIS Tax Increment Financing Agreement (this "Agreement"), made and entered into as of this [ ] day of [ ], 2022, by and between the CITY OF ARLINGTON, a municipal corporation and political subdivision of the State of Minnesota (the "City"), and AMBA HOMES ARLINGTON, LLC, a Minnesota limited liability company, together with its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, the City has designated a Development District in the City denominated the Municipal Development District No. 1 (the "Development District") and adopted a Development Program (the "Development Program") therefor, pursuant to and in accordance with Minnesota Statutes ("M.S."), Sections 469.124 to 469.133, as amended; and

WHEREAS, the City adopted a resolution establishing Tax Increment Financing District No. 1-4, a "housing district" (the "TIF District") pursuant to M.S., Section 469.174, Subdivision 11, and approved a Tax Increment Financing Plan therefor (the "TIF Plan"); and

WHEREAS, in order to achieve the objectives of the Development Program and the TIF Plan, the City intends to provide assistance to the Developer through tax increment financing, as described in M.S., Sections 469.174 through 469.1794 (the "TIF Act"), to finance (i) construction of thirty (30) rental housing units, with at least 20% of the units made available to tenants below 50% of area medium income by family size; and (ii) related street and utility improvements (together, the "Project");

WHEREAS, the City has determined that, in order to accomplish the purposes specified in and to carry out the Development Program and the TIF Plan, it is necessary and desirable for the City to reimburse the Developer for certain costs to be incurred and paid by the Developer in connection with the Project; and

WHEREAS, the City will apply tax increment revenues generated from the TIF District to (i) pay or reimburse the City for administrative expenses relating to the TIF District to the extent permitted by the TIF Act (ii) pay or reimburse the City for other City purposes; and (iii) reimburse the Developer, with interest, for certain costs incurred in connection with the construction of the Project; and

WHEREAS, the City believes that the development activities associated with the Project pursuant to this Agreement are in the best interests of the City and benefit the health, safety, morals and welfare of its residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1  
Definitions

1.01. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“Act” means M.S., Sections 469.124 to 469.133.

“Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Available Tax Increment” has the definition given it in Section 5.02(e).

“Business Subsidies Act” means M.S., Sections 116J.993 through 116J.995.

“City” means the City of Arlington, Minnesota.

“City Council” means the City Council of the City.

“Construction Plans” means the plans, specifications, drawings and related documents for the construction work to be performed by the Developer on the Development Property.

“County” means the County of Sibley, Minnesota, a political subdivision of the State of Minnesota.

“Default Notice” means written notice from the City to the Developer setting forth the Event of Default and the action required to remedy the same.

“Developer” means Amba Homes Arlington, LLC, a limited liability company organized under the laws of the State of Minnesota.

“Development Property” or “Property” means the real property described in Exhibit A attached hereto.

“Event of Default” means as any of the events set forth in Section 7.01 hereof.

“Legal and Administrative Expenses” means the fees and expenses incurred by the City in connection with review and analysis of the development proposed under this Agreement with the adoption and administration of the TIF Plan and establishment of the TIF District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

“Mortgage” means any mortgage made by the Developer which covers, in whole or in part, the Development Property.

“Mortgagee” means the owner or holder of a Mortgage.

“M.S.” means Minnesota Statutes.

“Project” means the (i) construction of thirty (30) rental housing units, with at least 20% of the units made available to tenants below 50% of area medium income by family size; and (ii) related street and utility improvements.

“Public Assistance” means the Available Tax Increment to be paid under Article 5 hereof.

“Qualified Costs” means costs used to finance a “housing project,” as such term is defined in the TIF Act, that are incurred by Developer in connection with construction of the Project that are reimbursable from tax increment pursuant to Sections 469.174, Subd. 12 and 469.1761 of the TIF Act, which are shown on Exhibit C to this Agreement. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$3,000,000.

“Development District” means Municipal Development District No. 1, designated pursuant to the Act.

“Development Program” means the Development Program developed for Municipal Development District No. 1.

“Restrictions” means the easements, covenants, conditions and restrictions set forth in Exhibit B attached hereto.

“Section” means a Section of this Agreement, unless used in reference to M.S..

“State” means the State of Minnesota.

“Termination Date” means the earlier of (i) February 1, 2050, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

“TIF Act” means M.S., Sections 469.174 through 469.1794, as amended.

“TIF District” means Tax Increment Financing District No. 1-4, a “housing district,” established by the City Council on August 15, 2022.

“TIF Note” means the Tax Increment Revenue Note (Amba Homes of Arlington Project) to be executed by the City and delivered to the Developer pursuant to Article 5 hereof, the form of which is attached hereto as Exhibit E.

“TIF Plan” means the Tax Increment Financing Plan for the TIF District approved by the City Council.

“Unavoidable Delay” means a failure or delay in a party’s performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party’s reasonable control, including but not limited to weather delays, acts of God, governmental agencies, the other party, strikes, labor disputes, fire or other casualty, lack of materials, or declarations of any state, federal or local government, pandemics, epidemics (including the COVID-19 virus). Within ten (10) days after a party



impaired by the delay has actual (as opposed to constructive) knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

ARTICLE 2  
Representations and Warranties

2.01. City Representations.

The City makes the following representations to the Developer:

(a) The City a municipal corporation and political subdivision of the State. Under the provisions of the Act and the TIF Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City has designated the Development District and has adopted the Development Program in accordance with the provisions of the Act and has created the TIF District and adopted the TIF Plan in accordance with the provisions of the TIF Act.

(c) With each TIF Note payment, the City will provide Developer with a statement showing the Available Tax Increment along with a statement of the remaining amounts of unpaid interest, if any, and principal.

2.02. Developer Representations.

The Developer represents and warrants that:

(a) The Developer is a Minnesota limited liability company and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

(b) Developer will, subject to and as required by Agreement, construct the Project in accordance with the terms of this Agreement, the TIF Plan and all applicable local, state and federal laws and regulations.

(c) At such time or times as may be required by law, the Developer will have complied with all local, state and federal environmental laws and regulations applicable to the Project, and will have obtained any and all necessary environmental reviews, licenses and clearances. The Developer has received no written notice from any local, state or federal official that the activities of the Developer or the City with respect to the Development Property may be or will be in violation of any environmental law or regulation. The Developer has no actual knowledge of any facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Development Property.

(d) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.

(e) The Developer has no actual knowledge that any member of the City Council, or any other officer of the City has any direct or indirect financial interest in the Developer, the Development Property, or the Project.

(f) The Developer will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Project. Without limitation to the foregoing, the Developer will request and seek to obtain from the City all necessary variances, conditional use permits and zoning changes related to the Project.

(g) The Developer would not undertake the Project without the financial assistance to be provided by the City pursuant to this Agreement and the TIF Plan.

(h) Apart from the assistance to be provided under this Agreement, the Developer shall pay all standard charges and fees due with respect to real estate developments and allocable to the Development Property under City ordinances and the City code, including but not limited to special assessments for local improvements, sewer and water use charges, building permit fees, plat fees, inspection fees, storm water fees and the like used against the Development Property.

(i) The financial assistance received by the Developer will be used to create housing.

(j) It is anticipated that the Project will be constructed so that the Development Property will have a market value as determined pursuant to Minnesota Statutes, Section 273.11, of at least \$6,408,000.

2.03. Use, Ownership of Development Property; Restrictions; Use of Development Property. The Developer's use of the Development Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Restrictions, and all applicable laws, ordinances and regulations.

2.04. Ownership of Development Property. The Developer hereby represents and warrants that it is the owner in fee simple of the Development Property and that there are no liens, defects or other encumbrances upon title to the Development Property that would hinder the development of the Development Property by the Developer as contemplated by this Agreement.

2.05. Declaration of Restrictive Covenants. The Developer shall prepare, execute, and record on the title to the Development Property a Declaration of Restrictive Covenants, in form approved by the City, which includes the Restrictions set forth in Exhibit B. If the Developer determines that operation of the Development Property and the Project would endanger the

financial viability thereof, the Developer may request the City Council to consent to the amendment, modification or termination of any of the restrictions in any respect. The City is under no obligation to amend, modify or terminate any of the restrictions and may, in its sole and absolute discretion, refuse to do so.

2.06. Damage or Destruction. Subject to any mortgage requirements, upon any damage or destruction of the Project, or any portion thereof, by fire or other casualty, the Developer shall within one hundred twenty (120) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition or utility value as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

2.07. Relocation Costs. The Developer shall pay all relocation costs or expenses required under federal or state law to be paid to any owner or occupant of the Development Property as a result of the Project, and shall indemnify and hold harmless the City, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof from any such relocation costs and expenses in accordance with the provisions of Section 4.01.

2.08. Housing Units. During the term of this Agreement, Developer agrees to verify that at least 20% of the housing units of the Project are made available to tenants below 50% of area medium income by family size. The Developer shall provide evidence of such verification semi-annually to the City no later than twenty (20) days following January 1 and July 1 of each year.

### ARTICLE 3 Construction of Project

3.01. Construction Plans. Prior to commencing construction of the Project, the Developer shall make available to the City for review Construction Plans for the Project. The Construction Plans shall provide for construction of the Project in conformity with the Development Program, the TIF Plan, this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the reasonable discretion of the City, the Construction Plans: (a) conform to the Development Program, the TIF Plan, this Agreement, and to any subsequent amendments thereto approved by the City; (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) are adequate to provide for construction of the Project; and (d) no Event of Default has occurred.

No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project. No approval by the City shall constitute a waiver of an Event of Default. Any disapproval of the Construction Plans shall set forth the reasons therefore and shall be made within thirty (30) days after the date of their receipt by the City. If the City rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. Issuance of a building permit by the City for the Project shall constitute

approval by the City of the Construction Plans and their conformance to the Development Program and TIF Plan.

3.02. Undertaking of the Project.

(a) Subject to Unavoidable Delay, Developer shall commence the Project by November 1, 2022, and cause:

- i. the street and utility portion of the Project to be substantially completed by December 31, 2023; and
- ii. at least 10 housing units to be substantially completed by December 31, 2025.

(b) All work with respect to the Project shall be in substantial conformity with the Construction Plans approved by the City.

(c) The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City (in accordance with City code) and any applicable private utility provider. Except for public improvements, which are undertaken by the City or other governmental body and assessed against benefited properties, all street and utility installations, relocations, alterations and restorations shall be at the Developer's expense and without expense to the City. The Developer, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under the direction or control of the Developer.

3.03. Reserved.

3.04. Progress Reports. The Developer shall make, in such detail as may reasonably be required by the City, and forward to the City, upon demand by the City (provided such demand shall not be made more frequently than quarterly in the absence of an Event of Default hereunder), a written report as to the actual progress of construction of the Project.

3.05. Access to Development Property. The Developer agrees to permit the City and any of its officers, employees or agents access to the Development Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall not have an obligation to inspect such work.

3.06. Modification; Subordination. The City agrees to subordinate its rights under this Agreement to the holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement in a form reasonably acceptable to the City.

ARTICLE 4  
Defense of Claims; Insurance

4.01. Defense of Claims.

(a) The Developer shall indemnify and hold harmless the City, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including reasonable attorneys' fees), loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any Indemnified Parties), damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project; provided, however, the Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent, intentional misconduct, or unlawful acts or omissions of such Indemnified Party, or from expenses, damages or losses that are eligible to be reimbursed by insurance. Promptly after receipt by the City of notice of the commencement of any action in respect of which indemnity may be sought against the Developer under this Section 4.01, such person will notify the Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the City) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Developer. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Developer unless the employment of such counsel has been specifically authorized by the Developer. Notwithstanding the foregoing, if the City has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Developer, the Developer shall not be entitled to assume the defense of such action on behalf of the City, but the Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the City in conducting their defense. The Developer shall not be liable to indemnify any person for any settlement of any such action effected without the Developer's consent. The omission to notify the Developer as herein provided will not relieve the Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

(b) The Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss (excluding consequential, special or punitive damages except to the extent payable to third parties by any of the Indemnified Parties) or penalty (including interest thereon from the

date the loss is incurred or penalty is paid by the City at a rate equal to the prime rate) as a result of the Project, as constructed and operated by the Developer, causing the TIF District to cease to qualify as a "housing district" under the TIF Act or to violate limitations as to the use of the revenues therefrom as set forth in the TIF Act.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

#### 4.02. Insurance.

(a) Subject to the terms of any Mortgage relating to the Development Property, the Developer shall keep and maintain the Development Property and Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss, including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the full insurable value thereof. ("Full insurable value" shall include the actual replacement cost of the Project, exclusive of foundations and footings, without deduction for architectural, engineering, legal or administrative fees or for depreciation.) Insurance in effect with respect to any portion of the Project to be constructed, rehabilitated, or renovated as a part of the Project shall be maintained on an "all-risk" builder's risk basis during the course of construction. The policies required by this Section 4.02 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$25,000.

(b) Subject to the terms of any Mortgage relating to the Development Property, policies of insurance required by this Section 4.02 shall insure and be payable to the Developer, and shall provide for release of insurance proceeds to the Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest. On an annual basis and from time to time at the City's request, the Developer shall file with the City, as applicable, a certificate of insurance for each of the policies required under this Section.

ARTICLE 5  
Public Assistance

5.01. Development Costs. The Developer has agreed to and shall be responsible to pay all of its respective costs of the Project, as herein provided. However, the City, in order to encourage the Developer to proceed with the construction of the Project, and to assist the Developer in paying the costs thereof, is willing to provide the Public Assistance and thereby reimburse the Developer for Qualified Costs, as permitted by the TIF Act and in accordance with the TIF Plan, that will be incurred by the Developer to construct the Project.

5.02. Reimbursement for Qualified Costs.

The City agrees to reimburse the Developer, using Available Tax Increment on a pay-as-you-go basis, for Qualified Costs of the Project. After the street and utility improvements and the first housing unit are completed, the City shall, upon presentation of invoices for Qualified Costs from the Developer, make reimbursement payments pursuant to a limited revenue tax increment note for the Project, the form of which is attached hereto as Exhibit E, with said payments of principal and interest to be made on the dates (the "Payment Dates") specified in the TIF Note, subject to the following terms and conditions:

(a) The total principal amount of any and all TIF notes issued for the Project will not exceed three million dollars (\$3,000,000).

(b) The unpaid principal of the TIF Note shall not bear interest.

(c) No payments shall be made by the City to the Developer unless and until the Developer has provided written evidence reasonably satisfactory to the City that (i) Qualified Costs in the amount to be reimbursed from the Available Tax Increment have been incurred for the Project and paid by the Developer and (ii) the Developer has provided the housing unit verification required under Section 2.08 hereof.

(d) The City shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 *only from and to the extent of* the Available Tax Increment actually received from the TIF District for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the City.

(e) The City will retain 10% of the Tax Increment generated for administrative costs and apply the retained Tax Increment first to pay any administrative expenses relating to the Development Property to the extent permitted by the Tax Increment Act and to the extent that such expenses have not been paid or reimbursed to the City by the Developer. Any of the Tax Increment remaining after the payment of any administrative expenses then due and owing (the "Available Tax Increment"), which percentage shall be approximately 90% of the Tax Increment generated, shall be paid to the Developer for reimbursement of the Qualified Costs on the Payment Dates.

(f) Upon thirty (30) days' written notice to the Developer, the City may prepay all or a portion of the outstanding principal balance due to the Developer pursuant to this

Section 5.02 without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid.

(g) The City shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 8.06 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the City to comply with the terms of this Agreement) shall be considered forgiven by the Developer and shall cease to be owing.

(h) The Developer may assign its rights under this Agreement (including the payments to be made to the Developer hereunder) to secure financing incurred by the Developer to pay costs of the Project, including but not limited to any Mortgagee, or, after a certificate of completion or similar instrument has been issued by the City, to third parties.

5.03. Conditions Precedent to Provision of Public Assistance.

Upon payment by the Developer of Qualified Costs for the Project, and after completion of the street and utility improvements and first housing unit, the Developer will deliver to the City an instrument executed by the Developer (i) specifying the amount and nature of the Qualified Costs of the Project to be reimbursed and (ii) certifying that such costs have been paid to third parties unrelated to the Developer, or if any costs have been paid to third parties related to the Developer, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished to the City pursuant to this Section 5.03.

Together with such instrument, the Developer shall deliver to the City evidence reasonably satisfactory to the City of the payment by the Developer of such costs to be reimbursed. Thereafter, the City will provide to the Developer reimbursement for the Project, constituting a portion of the Public Assistance described in this Article 5, paid up to the maximum amount then due and payable, in accordance with Section 5.02.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for Qualified Costs shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the conditions precedent in Section 5.03 and this Section 5.04 have been satisfied;
- (b) the Developer shall have cured any material title defects with respect to the Development Property;
- (c) the Developer shall not be in default under the terms of this Agreement beyond any applicable cure period;
- (d) the Developer shall have executed and recorded on the title to the Development Property, the Declaration of Restrictive Covenants, required by Section 2.05 hereof, as set forth in Exhibit B;



(e) the Developer shall have closed on or received commitments in financing or shall provide equity sufficient to pay all costs to be incurred in connection with the Project;

(f) the Developer shall have completed the sewer and utility improvement portion of the project;

(g) the Developer shall have completed one housing unit;

(h) the housing unit verification in Section 2.08 has been satisfied.

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by December 31, 2026, either the City or the Developer may terminate this Agreement if such conditions are not satisfied within thirty (30) days following notice to the non-terminating party by the terminating party. Upon such termination, the provisions of this Agreement relating to the Project shall terminate and, except as provided in Article 8, neither the Developer nor the City shall have any further liability or obligation to the other hereunder.

5.05. Notice of Default. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the City. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete the construction the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the City, to a certification by the City to such effect in the manner provided in Section 3.03.

5.06. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development

Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under M.S., Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

5.07 Action to Reduce Taxes. The Developer may seek through petition or other means to have the market value for the Development Property reduced. Until the TIF Note is fully paid, such activity must be preceded by written notice from the Developer. Upon receiving such notice, or otherwise learning of the Developer's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result any reduction in market value of the Development Property. During the period that the payments are subject to suspension, the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion, that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

5.08 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses that are incurred in connection with the negotiating, approval and documentation of this Agreement. Thereafter, Administrative Expenses shall be reimbursed in accordance with 5.02(e) of this Agreement or any amendment to this Agreement requested by the Developer.

## ARTICLE 6

### Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. Other than leases made in the ordinary course of business, the Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease, or other transfer, with respect to this Agreement, the Project or Property or any part thereof or any interest therein (other than any Mortgage or Mortgages securing financing for the Project or other than any assignment of the payments to be made to the Developer under Section 5.02 hereof that is permitted under Section 5.02 hereof), or any contract or agreement to do any of the same, without the prior written approval of the City, which shall not be unreasonably withheld or delayed. The City shall be entitled to require as conditions to any such approval that: (i) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the

obligations undertaken in this Agreement by the Developer; (ii) the proposed transferee, by recordable instrument satisfactory to the City shall, for itself and its successors and assigns, assume all of the obligations of the Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or Property and the completion of the Project that the City would have had, had there been no such transfer or change. There shall be submitted to the City for review all legal documents relating to the transfer.

Notwithstanding the foregoing, this Section 6.01 shall not apply to any transfer or assignment: (i) to any entity controlling, controlled by or under common control with the Developer; (ii) to any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer; or (iii) that after giving effect to such transfer or assignment does not result in a change in control of the Developer.

Provided that no Event of Default exists hereunder, any such transfer or assignment shall release the Developer from its obligations hereunder upon execution and delivery to the City by the transferee or assignee of an instrument in form and substance satisfactory to the City by which the transferee or assignee assumes the obligations of the Developer hereunder.

Except as set forth in the immediately preceding paragraph, in the absence of specific written agreement by the City to the contrary, no approval of any assignment or transfer by the City thereof with respect to any transfer or assignment shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

6.02. Termination of Limitations on Transfer. The provisions of Section 6.01 shall terminate at such time as the City issues a certificate of completion or similar instrument with respect to the Project; provided, however, that any assignment of the payments to be made to the Developer under Section 5.02 may only be assigned as permitted under Section 5.02 hereof.

ARTICLE 7  
Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):

- (a) Failure of the Developer to construct or reconstruct the Project as required hereunder.
- (b) Failure of the Developer to furnish the Construction Plans as required hereunder.

(c) Failure of the Developer to pay to the City any amounts required to be paid by the Developer hereunder.

(d) Failure of the Developer or the City to observe and perform any other material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(e) Failure of the Developer to pay any taxes on the Development Property prior to the same becoming delinquent.

(f) Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the City desires to exercise any of its rights or remedies as provided herein or otherwise available to the City at law or in equity, the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the "Default Notice"). Developer or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer's receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within the time provided above, the City may take any one or more of the following actions at any time prior to Developer's curing or remedying the Event of Default:

(a) Suspend its performance under this Agreement until it receives assurances from Developer, deemed reasonably adequate by the City, that Developer will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of Developer under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

In the event the City should fail to observe or perform any covenant, agreement or obligation of the City on their part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

(a) Suspend its performance under this Agreement until it receives assurances from the City deemed adequate by Developer, that the City will cure its default and continue its performance under this Agreement.

(b) In the case of a material default that is not cured within a reasonable period of time, terminate all rights of the City under this Agreement.

(c) Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City, or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

## ARTICLE 8 General Provisions

8.01. Conflicts of Interest; City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or successors or on any obligations under the terms of this Agreement. No member, official, consultant or consultant's employee, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with any applicable affirmative action and nondiscrimination laws or regulations.

8.03. Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall devote the Development Property to, and only to and in accordance with, the uses specified in the Development Program, this Agreement and other agreements entered into between the Developer and the City, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.05. Business Subsidies Act. Based on the representations of the Developer contained in Section 2.02(i) of this Agreement, the assistance being provided by the City to the Developer under this Agreement is for housing and is therefore not a “business subsidy” under the Business Subsidies Act, and a subsidy agreement as described in Minnesota Statutes, Section 116J.994, Subd. 3 and Subd. 4 is not being entered by the City and Developer.

8.06. Term of Agreement. This Agreement shall terminate upon the earlier to occur of (i) February 1, 2050, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

## ARTICLE 9 Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

- (a) in the case of Developer, addressed to or delivered personally to:

Amba Homes Arlington, LLC  
8995 Preserve Boulevard  
Eden Prairie, Minnesota 55347  
Attention: Nishul Patel

(b) in the case of the City, addressed or delivered personally to:

City of Arlington  
204 Shamrock Dr  
Arlington, MN 55307  
Attention: City Administrator

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

9.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer. The Mayor and City Administrator are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the City.

9.06. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Development Property or the Project or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts-of-laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF ARLINGTON, MINNESOTA

By \_\_\_\_\_  
Mayor

And \_\_\_\_\_  
City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SIBLEY     )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the Mayor, and \_\_\_\_\_, the City Administrator, of the City of Arlington, a Minnesota municipal corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have set my hand and my official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

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





**EXHIBIT A**

**DEVELOPMENT PROPERTY**

The real property and interests in such property located in the County of Sibley, State of Minnesota and described as follows:

Parcel ID Number  
31.0881.000

## EXHIBIT B

### COVENANTS AND RESTRICTIONS

During the term of that certain Tax Increment Financing Agreement between the City of Arlington (the "City"), and Amba Homes Arlington, LLC together with its successors and permitted assigns (the "Developer"), dated [Dated Date], 2022, and recorded in the Office of the Sibley County Registrar as Document No. [\_\_\_\_\_] on [\_\_\_\_\_] 20[\_\_\_], the Property shall be subject to the following covenants and restrictions:

1. The Property shall not be exempt from real estate taxes notwithstanding the ownership or use of the land.

2. The Property shall not be sold, transferred, conveyed or leased to any of the following parties:

- (a) An institution of purely public charity;
- (b) A church or ancillary tax-exempt housing;
- (c) A public hospital;
- (d) A public school district;
- (e) An organization exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, if as a result of such sale, transfer, conveyance or lease the Property would become exempt from real estate taxes; or
- (f) A Minnesota cooperative association organized under Minnesota Statutes, Section 308.05 and 308.18 for the purpose of complying with the provisions of Minnesota Statutes, Section 273.133, subdivision 3, or any other party that would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

3. The Property shall not be used for any of the following purposes:

- (a) The operation of a public charity;
- (b) A church or house of worship;
- (c) The operation of a public hospital;
- (d) The operation of a public schoolhouse, academy, college, university or seminary of learning; or

- (e) Any other use which would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.

4. The Property shall be devoted to uses consistent with a “housing district” under Minnesota Statutes, Sections 469.174 through 469.1794.

5. The Property owner shall:

- (a) not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Development Property, the Project or any part thereof;
- (b) develop the Development Property in an orderly manner consistent with the City’s zoning ordinances and comprehensive plan.

6. The covenants and restrictions herein contained shall run with the title to the Property and shall be binding upon all present and future owners and occupants of the Property; provided, however, that the covenants and restrictions herein contained shall inure only to the benefit of the City and may be released or waived in whole or in part at any time, and from time to time, by the sole act of the City, and variances may be granted to the covenants and restrictions herein contained by the sole act of the City. These covenants and restrictions shall be enforceable only by the City, and only the City shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the covenants and restrictions herein contained, or to enforce the performance or observance thereof.

7. Notwithstanding Section 6 hereof, the covenants and restrictions herein contained shall remain in effect until the earlier of (i) February 1, 2050, (ii) the date the City terminates the TIF District or the TIF District expires, or (iii) as otherwise set forth in the Tax Increment Financing Agreement.

**EXHIBIT C**

**PROJECT DESCRIPTION; QUALIFIED COSTS**

Project Description

The Project involves the (i) construction of thirty (30) rental housing units, with at least 20% of the units made available to tenants below 50% of area medium income by family size; and (ii) related street and utility improvements.

Qualified Costs

The estimated public costs of the TIF District are listed below. Such costs to finance a "housing project" ("Qualified Costs") are eligible for reimbursement from tax increments of the TIF District. The categories below identify the categories of expenses that the parties agree may be reimbursed through tax increment financing. The amounts assigned to each category are estimates only and not independent limitations of Developer's Qualified Costs.

Street/Curb/Gutter	\$1,000,000
Site Improvements	\$ 750,000
Utilities	\$ 850,000
Housing Project Costs	\$ 400,000
Total:	\$3,000,000

\* Developer's Qualified Cost. The total principal amount of any and all tax increment notes issued to reimburse the Developer for Qualified Costs of the Project will not exceed \$3,000,000.

**EXHIBIT D**

**RESERVED**

**EXHIBIT E**

**FORM OF LIMITED TAX INCREMENT REVENUE NOTE**

No. R- \_\_\_\_\_

\$[ \_\_\_\_\_ ]

**UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CITY OF ARLINGTON**

**LIMITED REVENUE TAXABLE TAX INCREMENT NOTE  
(AMBA HOMES OF ARLINGTON PROJECT)**

**PRINCIPAL AMOUNT: \$**

**INTEREST RATE: 0.0%**

The City of Arlington, Minnesota (the “City”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to Amba Homes Arlington, LLC, or its registered assigns (the “Owner”), the principal sum of three million dollars (\$3,000,000), in semi-annual installments payable beginning August 1, 2025, and on each February 1 and August 1 thereafter up to and including February 1, 2050 (each being a “Scheduled Payment Date”), for this Limited Tax Increment Revenue Note (Amba Homes of Arlington Project) (this “Note”).

No interest shall accrue on the outstanding balance of this Note.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

This Note is subject to prepayment on any Scheduled Payment Date at the option of the City, in whole or in part, upon payment to the Owner of the principal amount of the Note to be prepaid, without premium or penalty.

This Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.174 through 469.1794. This Note is issued pursuant to the provisions of that certain Tax Increment Financing Agreement, dated as of [Dated Date], 2022, as the same may be amended from time to time (the “Tax Increment Financing Agreement”), between the City and the Owner.

**THIS NOTE IS NOT PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN PLEDGED TAX INCREMENT, AS DEFINED BELOW.**

The Note Payment Amounts due hereon shall be payable solely from a portion of the tax increments, less the City's administrative fee of ten percent (10%) from the Development Property within the City's Tax Increment Financing District No. 1-4 (the "Tax Increment District") within its Municipal Development District No. 1, which are paid to the City and which the City is entitled to retain pursuant to the provisions of M.S., Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Available Tax Increment"). The City makes no representation or covenant, express or implied, that the Available Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City shall pay to the Owner on each Scheduled Payment Date all Available Tax Increment on that date to the extent necessary to pay principal then due and any past due installment. To the extent that the City is unable to pay the total principal due on this Note at or prior to the February 1, 2050, maturity date hereof as a result of its having received as of such date insufficient Available Tax Increment, such failure shall not constitute a default under this Note and the City shall have no further obligation hereon.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any council member, officer, employee or agent of the City, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise. The Owner may assign its rights hereunder, with notice thereof provided to City, in accordance with the associated TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

**IN WITNESS WHEREOF**, the City of Arlington has caused this Note to be executed by the manual signatures of the Mayor and the City Administrator and has caused this Note to be dated as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator





## Sibley County Auditor-Treasurer

**Marilee Peterson**

400 Court Avenue – PO Box 51

Gaylord, MN 55334

507-237-4070

Marileep@co.sibley.mn.us

**Division E-mails:**

Elections@co.sibley.mn.us

Finance@co.sibley.mn.us

PropertyTax@co.sibley.mn.us

SCTreasurer@co.sibley.mn.us

August 9, 2022

David Drown Associates, Inc.  
Attn: Sue Goodspeed  
5029 Upton Avenue South  
Minneapolis, MN 55410-2244

Dear Ms. Goodspeed,

I am writing to provide written comment on the proposed TIF Plan for Tax Increment Financing on District No. 1-4 (Amba Homes of Arlington Project) on behalf of the Sibley County Board of Commissioners.

We have reviewed the plan. Below, please find our comments:

1. Sibley County would see benefits if the term of the Plan could be shortened from the 26 year term currently outlined.
2. Overall, we are supportive of the TIF Development for the purposes of promoting economic development and housing development.

Thank you for the work you have done on this project.

Sincerely,

Christian Lilienthal  
Sibley County Board Chair

cc: Amy Newsom, Arlington City Administrator (via email)

• **Tara Ernst**  
Assistant Treasurer

• **Charlene Pelletier**  
Assistant Auditor

• **Kelly Nelson**  
Finance & Accounting  
Manager

• **Annie Willmsen**  
Auditor-Treasurer  
Technician

• **Jennie Radloff**  
Elections Coordinator



Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

VIA EMAIL

August 4, 2022

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

RE: Pay Request No. 4  
Water Treatment Facility Rehabilitation  
Arlington, Minnesota  
Project No.: 0M2.124705

Dear Amy,

Enclosed is a copy of Pay Request No. 4 from Gridor Constr., Inc. for \$30,827.50. I have reviewed this request and recommend payment to the Contractor. The work reflected on this request represents 15.0 percent of the work to be completed under this contract. Please process this request for payment.

If you have any questions, please do not hesitate to contact me.

Sincerely,

**BOLTON & MENK, INC.**

A handwritten signature in blue ink, appearing to read 'Jake R. Pichelmann'.

**Jake R. Pichelmann, P.E.**  
Principal Environmental Engineer

Enclosure

cc: Jason Femrite – Bolton & Menk, Inc.  
File

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:	City of Arlington, MN 101 Henderson RD Arlington, MN 55307	PROJECT:	Water Treatment Plant Renovation	APPLICATION NO.:	4
				PERIOD TO:	07/31/22
				PROJECT NO.:	2021-05
				SUBSTANTIAL CONTRACT DATE:	
CONTRACTOR:	Gridor Constr., Inc. 3990 27th Street SE Buffalo, MN 55313	ENGINEER:	Bolton & Menk, Inc. 12224 Nicolett Avenue Burnsville, MN 55337	FINAL CONTRACT DATE:	
CONTACT:	Nate Voegele	CONTACT:	Jake Pichelmann		

**CONTRACTOR'S APPLICATION FOR PAYMENT**

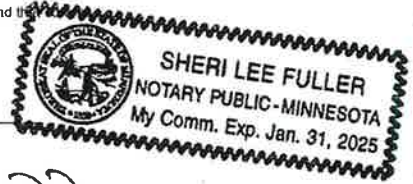
Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM.....	\$1,631,900.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + Line 2).....	\$1,631,900.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$244,650.00
5. RETAINAGE:	
A. 5% of Completed to Date	\$106,621.00
B. 5% of Stored Materials	\$138,029.00
Total Retainage	\$12,232.50
6. TOTAL EARNED LESS RETAINAGE.....	\$232,417.50
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$201,590.00
(Line 6 from prior payment)	
8. CURRENT PAYMENT DUE.....	\$30,827.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$1,399,482.50
(Line 3 less Line 6)	

<u>CHANGE ORDER SUMMARY</u>	<u>ADDITIONS</u>	<u>DEDUCTIONS</u>
Total changes approved in previous months by Owner: COs		
Total approved this month:		
NET CHANGES by Change Order:	TOTALS: \$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and the payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_  
By: \_\_\_\_\_  
State of Minnesota  
Subscribed and sworn to before me this 22<sup>nd</sup> day of Aug 2022  
Notary Public: \_\_\_\_\_  
Commission Expiration \_\_\_\_\_



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....  
ENGINEER: Bolton & Menk, Inc.  
By: \_\_\_\_\_ \$30,827.50

**OWNER'S ACCEPTANCE/ APPROVAL**

OWNER: Arlington, MN  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Item No.	B Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period						
				Percent	Amount					
<b>Division 1</b>										
1000.000	Mobilization Insurance & Bonds	\$13,000	\$13,000					\$13,000	100.0%	\$0
1010.000	Allowances:	\$210,000	\$4,171					\$4,171	2.0%	\$205,829
<b>Subtotal for</b>	<b>Division 1</b>	<b>\$223,000</b>	<b>\$17,171</b>					<b>\$17,171</b>	<b>7.7%</b>	<b>\$205,829</b>
			\$17,171				check	\$17,171		
<b>Division 2</b>										
2060.000	Demolition of Existing Facilities	\$55,000	\$2,750					\$2,750	5.0%	\$52,250
2920.000	Turf Restoration	\$3,000						\$0	0.0%	\$3,000
2080.000	Bypassing	\$4,900		50.00%	\$2,450			\$2,450	50.0%	\$2,450
2090.000	Disinfection	\$6,000	\$0,300					\$300	5.0%	\$5,700
<b>Subtotal for</b>	<b>Division 2</b>	<b>\$68,900</b>	<b>\$3,050.00</b>		<b>\$2,450</b>	<b>\$0</b>		<b>\$5,500</b>	<b>7.98%</b>	<b>\$63,400</b>
			check \$3,050				Check	\$5,500		
<b>Division 3</b>										
3300.000	CIP Concrete	\$5,000	\$5,000					\$5,000	100.0%	\$0
<b>Subtotal for</b>	<b>Division 3</b>	<b>\$5,000</b>	<b>\$5,000.00</b>		<b>\$0</b>	<b>\$0</b>		<b>\$5,000</b>	<b>100.00%</b>	<b>\$0</b>
			check \$5,000				Check	\$5,000		
<b>Division 4</b>										
4810.000	Masonry Restoration	\$70,000						\$0	0.0%	\$70,000
<b>Subtotal for</b>	<b>Division 4</b>	<b>\$70,000</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>0.00%</b>	<b>\$70,000</b>
			check				Check	\$0		
<b>Division 5</b>										
5520.000	Handrails and Railings	\$10,000						\$0	0.0%	\$10,000
5521.000	Hatches	\$2,000	\$2,000					\$2,000	100.0%	\$0
<b>Subtotal for</b>	<b>Division 5</b>	<b>\$12,000</b>	<b>\$2,000.00</b>		<b>\$0</b>	<b>\$0</b>		<b>\$2,000</b>	<b>16.67%</b>	<b>\$10,000</b>
			check \$2,000				Check	\$2,000		
<b>Division 6</b>										
6100.000	Rough Carpentry	\$2,000	\$1,000					\$1,000	50.0%	\$1,000
6200.000	Finish Carpentry	\$2,000						\$0	0.0%	\$2,000

Item No.	B Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed		Amount				
				Percent	Amount					
<b>Subtotal for</b>	<b>Division 6</b>	<b>\$4,000</b>	<b>\$1,000.00</b>		<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>	<b>25.00%</b>	<b>\$3,000</b>	
		check	\$1,000			Check	\$1,000			
<b>Division 7</b>										
7900.000	Caulking & Sealants	\$5,000					\$0	0.0%	\$5,000	
7901.000	Sheet Metal	\$7,000					\$0	0.0%	\$7,000	
<b>Subtotal for</b>	<b>Division 7</b>	<b>\$12,000</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$12,000</b>	
		check				Check	\$0			
<b>Division 8</b>										
8110.000	Doors and Frames	\$38,000				\$6,100	\$6,100	16.1%	\$31,900	
8220.000	FRP Doors and Frames	\$6,000					\$0	0.0%	\$6,000	
8360.000	Windows	\$10,000					\$0	0.0%	\$10,000	
8900.000	Insulated Translucent Panel System	\$10,000				\$6,296	\$6,296	63.0%	\$3,704	
<b>Subtotal for</b>	<b>Division 8</b>	<b>\$64,000</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$12,396</b>	<b>\$12,396</b>	<b>19.37%</b>	<b>\$51,604</b>	
		check				Check	\$12,396			
<b>Division 9</b>										
9900.000	Water Treatment Facility Painting	\$130,000					\$0	0.0%	\$130,000	
<b>Subtotal for</b>	<b>Division 9</b>	<b>\$130,000</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$130,000</b>	
		check				Check	\$0			
<b>Division 10</b>										
10000.000	Dock Bumpers	\$1,000					\$0	0.0%	\$1,000	
10110.000	Marker Boards	\$1,000					\$0	0.0%	\$1,000	
10400.000	Signage	\$1,000					\$0	0.0%	\$1,000	
<b>Subtotal for</b>	<b>Division 10</b>	<b>\$3,000</b>	<b>\$0.00</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$3,000</b>	
		check				Check	\$0			
<b>Division 11</b>										
11220.000	Air Wash Blowers (Positive Displacement)	\$25,000					\$0	0.0%	\$25,000	
11230.000	Water Aeration Equipment	\$65,000	\$16,250			\$30,000	\$46,250	71.2%	\$18,750	
11240.000	Chemical Feed Systems - Sections 11240 to 11260	\$10,000					\$0	0.0%	\$10,000	

Item No.	B Description of Work	C Scheduled Value	D		E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed						
				Percent	Amount					
11311.000	Submersible Centrifugal Pumps	\$50,000						\$0	0.0%	\$50,000
<b>Subtotal for</b>	<b>Division 11</b>	<b>\$150,000</b>	<b>\$16,250.00</b>			<b>\$0</b>	<b>\$30,000</b>	<b>\$46,250</b>	<b>30.83%</b>	<b>\$103,750</b>
		check	\$16,250							
<b>Division 13</b>										
13225.000	Filter Renovation	\$150,000	\$22,500				\$72,648	\$95,148	63.4%	\$54,852
<b>Subtotal for</b>	<b>Division 13</b>	<b>\$150,000</b>	<b>\$22,500.00</b>			<b>\$0</b>	<b>\$72,648</b>	<b>\$95,148</b>	<b>63.43%</b>	<b>\$54,852</b>
		check	\$22,500				Check	\$95,148		
<b>Division 14</b>										
								\$0	0.0%	\$0
<b>Subtotal for</b>	<b>Division 14</b>	<b>\$0</b>	<b>\$0.00</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$0</b>
		check								
<b>Division 15</b>										
15060.000	Process Pipe & Pipe Fittings	\$20,000						\$0	0.0%	\$20,000
15060.001	Misc. Process Pipe & Valves	\$40,000						\$0	0.0%	\$40,000
15100.000	Valves	\$220,000						\$0	0.0%	\$220,000
	HVAC Subcontract							\$0	0.0%	\$0
15000.000	General Provisions (HVAC)	\$15,000						\$0	0.0%	\$15,000
15540.000	Unit Heaters	\$13,000						\$0	0.0%	\$13,000
15721.000	MAU	\$30,000						\$0	0.0%	\$30,000
15821.000	Dehumidifiers	\$23,000						\$0	0.0%	\$23,000
15870.000	Exhaust Fans	\$11,000						\$0	0.0%	\$11,000
15910.000	Ductwork/Accessories	\$123,000						\$0	0.0%	\$123,000
15950.000	Temp Controls	\$33,000						\$0	0.0%	\$33,000
15990.000	Test and Balance	\$2,000						\$0	0.0%	\$2,000
15480.000	Compressor System	\$10,000					\$8,985	\$8,985	89.9%	\$1,015
<b>Subtotal for</b>	<b>Division 15</b>	<b>\$540,000</b>	<b>\$0.00</b>			<b>\$0</b>	<b>\$8,985</b>	<b>\$8,985</b>	<b>1.66%</b>	<b>\$531,015</b>
		check					Check	\$8,985		
<b>Division 16</b>										
16050.000	General Conditions	\$24,000	\$1,200					\$1,200	5.0%	\$22,800
16050.001	Branch Power M&L	\$8,000						\$0	0.0%	\$8,000

Arlington, MN

Gridor Constr., Inc.

4

Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)	
			From Previous Application	This Period					
				Percent					Amount
16500.000	Lighting and Electric Heaters	\$14,000			\$14,000	\$14,000	100.0%	\$0	
16901.000	Measuring and Control Instruments	\$60,000				\$0	0.0%	\$60,000	
16950.000	Supervisory Controls	\$94,000	\$6,000	31.91%	\$30,000	\$36,000	38.3%	\$58,000	
<b>Subtotal for</b>	<b>Division 16</b>	<b>\$200,000</b>	<b>\$7,200.00</b>		<b>\$30,000</b>	<b>\$14,000</b>	<b>\$51,200</b>	<b>25.60%</b>	<b>\$148,800</b>
		check	\$7,200			Check	\$51,200		
<b>Grand Total</b>		<b>\$1,631,900</b>	<b>\$74,171</b>		<b>\$32,450</b>	<b>\$138,029</b>	<b>244,650</b>	<b>14.99%</b>	<b>\$1,387,250</b> 1631900



**W.T.P. : Arlington, MN**

**Stored Materials & Equipment Summary**

Gridor Constr., Inc.  
3990 27th Street SE  
Buffalo, MN 55313



Pay Req. No. **4**  
Period Ending: **7/31/2022**

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
<b>Grand Totals</b>		<b>\$1,631,900</b>								
1000.000	Mobilization Insurance & Bonds	\$13,000								
1010.000	Allowances:	\$210,000								
<b>Subtotal for</b>	<b>Division 1</b>	<b>\$223,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 2</b>										
2060.000	Demolition of Existing Facilities	\$55,000								
2920.000	Turf Restoration	\$3,000								
2080.000	Bypassing	\$4,900								
<b>Subtotal for</b>	<b>Division 2</b>	<b>\$68,900</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 3</b>										
3300.000	CIP Concrete	\$5,000								
<b>Subtotal for</b>	<b>Division 3</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 4</b>										
4810.000	Masonry Restoration	\$70,000								
<b>Subtotal for</b>	<b>Division 4</b>	<b>\$70,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 5</b>										
5520.000	Handrails and Railings	\$10,000								
5521.000	Hatches	\$2,000								
<b>Subtotal for</b>	<b>Division 5</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 6</b>										
6100.000	Rough Carpentry	\$2,000								
6200.000	Finish Carpentry	\$2,000								
<b>Subtotal for</b>	<b>Division 6</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 7</b>										
7900.000	Caulking & Sealants	\$5,000								
7901.000	Sheet Metal	\$7,000								
<b>Subtotal for</b>	<b>Division 7</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Division 8</b>										
8110.000	Doors and Frames	\$38,000	\$6,100		Davis Hardware Invoice	\$6,100				\$6,100
8220.000	FRP Doors and Frames	\$6,000								
8360.000	Windows	\$10,000								



**W.T.P. : Arlington, MN**  
**Stored Materials & Equipment Summary**

Gridor Constr., Inc.  
 3990 27th Street SE  
 Buffalo, MN 55313



Pay Req. No. 4  
 Period Ending: 7/31/2022

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
8900.000	Insulated Translucent Panel System	\$10,000	\$6,296			\$6,296				\$6,296
<b>Subtotal for</b>	<b>Division 8</b>	<b>\$64,000</b>	<b>\$12,396</b>	<b>\$0</b>		<b>\$12,396</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,396</b>

Division 9										
9900.000	Water Treatment Facility Painting	\$130,000								
<b>Subtotal for</b>	<b>Division 9</b>	<b>\$130,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Division 10										
10000.000	Dock Bumpers	\$1,000								
10110.000	Marker Boards	\$1,000								
10400.000	Signage	\$1,000								
<b>Subtotal for</b>	<b>Division 10</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Division 11										
11220.000	Air Wash Blowers (Positive Displacement)	\$25,000								
11230.000	Water Aeration Equipment	\$65,000	\$30,000		Kuria Invoice	\$30,000				\$30,000
11240.000	Chemical Feed Systems - Sections 11240 to 11260	\$10,000								
11311.000	Submersible Centrifugal Pumps	\$50,000								
<b>Subtotal for</b>	<b>Division 11</b>	<b>\$150,000</b>	<b>\$30,000</b>	<b>\$0</b>		<b>\$30,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,000</b>

Division 13										
13225.000	Filter Renovation	\$150,000	\$72,648		Kuria Invoice	\$72,648				\$72,648
<b>Subtotal for</b>	<b>Division 13</b>	<b>\$150,000</b>	<b>\$72,648</b>	<b>\$0</b>		<b>\$72,648</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$72,648</b>

Division 14										
<b>Subtotal for</b>	<b>Division 14</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Division 15										
15060.000	Process Pipe & Pipe Fittings	\$20,000								
15060.001	Misc. Process Pipe & Valves	\$40,000								
15100.000	Valves	\$220,000								
	HVAC Subcontract									
15000.000	General Provisions (HVAC)	\$15,000								
15540.000	Unit Heaters	\$13,000								
15721.000	MAU	\$30,000								
15821.000	Dehumidifiers	\$23,000								
15870.000	Exhaust Fans	\$11,000								
15910.000	Ductwork Accessories	\$123,000								
15950.000	Temp Controls	\$33,000								





## MEMORANDUM

TO: City Clerk/Administrators

FROM: SIBLEY COUNTY PUBLIC WORKS  
TIM BECKER, PUBLIC WORKS DIRECTOR

DATE: August 2, 2022

SUBJECT: Routine Maintenance Agreements

Enclosed are 2 original sets of agreements for each CSAH or CR number for 2023. Please **sign and return both sets** to the address listed below before October 15, 2022. A fully executed copy will be returned to you after approval by the Sibley County Board of Commissioners. Also, please request your 2022 maintenance agreement funds by October 31, 2022.

Sibley County Public Works  
111 8<sup>th</sup> Street  
PO Box 897  
Gaylord, MN 55334

Thank you,

A handwritten signature in black ink, appearing to read "Tim Becker". The signature is fluid and cursive, extending across the width of the page.

Tim Becker  
Public Works Director  
Sibley County

Enclosures

**COUNTY OF SIBLEY  
And  
CITY OF ARLINGTON  
ROUTINE MAINTENANCE  
AGREEMENT**

**Routine Maintenance Performed  
by the City on:**

**Total Agreement Amount  
\$7,348.07**

**CSAH or CR Number:**        CSAH 17

This Agreement is between the County of Sibley, acting through its Board of Commissioners ("County"), and City of Arlington, acting through its City Council ("City").

**Recitals**

1. Under Minnesota Statutes § 162.17, subdivision 3, and § 163.02, subdivision 1, the County and the City wish to enter into an agreement that will provide for routine maintenance performed by the City on certain County State Aid Highways (CSAH) and/or County Roads (CR) located within the City limits;
2. The County will reimburse the City for the maintenance performed; and
3. Minnesota Statutes § 471.59 authorizes the County and City to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the county highway systems.

**Agreement**

**1. Term of Agreement; Survival of Terms**

- 1.1. **Effective date.** This Agreement will be effective on January 1, 2023, or the date the County obtains all signatures required, whichever is later.
- 1.2. **Expiration date.** This Agreement will expire on December 31, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. Records – Availability and Access; 10. Government Data Practices; and 11. Governing Law; Jurisdiction; Venue.

**2. Agreement Between the Parties**

**2.1. Maintenance by the City**

- A. **Location.** The City will perform routine maintenance of the following portions of the county highway system within the Corporate City limits:
  - i. On CSAH/CR Highway No. 17 from CR 166 (Freedom Drive) to State Highway 5, a total distance of 0.74 miles.
- B. **Total Mileage.** The total county highway mileage for the routine maintenance performed under this Agreement is 0.74 miles.

- 2.2. **Maintenance Responsibilities; City (Reimbursable)** The City will perform the following routine maintenance duties to the satisfaction of the County's Public Works Director. All materials used in the

performance of said routine maintenance must comply with the Minnesota Department of Transportation's current "Standard Specifications for Construction":

- i. Maintain the county highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely restoration of utility openings, and all necessary hand patching of the roadbed.
- ii. Provide snow and ice removal in accordance with the Sibley County Snow and Ice Control Policy (as may be amended).
- iii. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control.
- iv. Keep the traveled roadway free and clear of litter, debris, and any other foreign matter of any nature by street sweeping or other appropriate methods. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the county highway proper and within the county highway right-of-way limits according to all applicable laws, ordinances, and regulations.
- v. The City will place, install and maintain at all times suitable pavements markings not part of the traffic lane markings, which may include: parking stalls, crosswalks and handicap parking.
- vi. Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.

**2.3. *Other Maintenance Responsibilities; City (Non-reimbursable)*** The City is responsible for performing the following routine maintenance duties, without cost or expense to the County:

- i. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- ii. Sand, salt or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- iii. The City will place, install and maintain at all times suitable street name signs at intersections for the guidance of traffic on the county highway(s).
- iv. Maintain any other facilities located within the county highway right of way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.

**2.4. *Maintenance Responsibilities; County (Non-reimbursable)*** The County will perform the following routine maintenance duties, without cost or expense to the City:

- i. Crack filling of joints, sealcoat and fogseal as programmed in the Sibley County Highway Maintenance Plan (as may be amended).
- ii. The County will place, install and maintain at all times suitable highway lane markings which may include: centerline, edge lines and stop bars.
- iii. The County will place, install and maintain at all times suitable regulatory signs, warning signs and route markers for the guidance of traffic on the county highway(s).

### **2.5. *Traffic Control***

- A. The City may partially block the county highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the county highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the county highway for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the county highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the County ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.

- C. The City will not close any portion of the county highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the county highway, the City must provide a suitable detour during such time, unless this requirement is waived by the Public Works Director.
- D. The City must apply for an Obstruction Permit prior to any total closure of the county highway, except in the cases of emergency. In the cases of emergency, the City shall submit the Obstruction Permit concurrently with the repair work if possible, unless this requirement is waived by the Public Works Director. The fee for the Obstruction Permit is waived for the City.
- E. The City must conduct all county highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

**2.6. Maintenance of Route Change of County Highway.** If there is a change in the routing of the county highway, a substitution of a new route for the county highway, or a variation from the present location of the county highway, the City will maintain the new county highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the County relocates any portion of the county highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

**2.7. City's Failure to Adequately Maintain.** If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

**2.8. Extraordinary Maintenance.** The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the County's Public Works Director approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement.

**2.9. Inspection of City Performed Maintenance.** Authorized representatives of the City and the County will jointly inspect the involved county highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this agreement.

### **3. Basis of County Cost**

The County's payment to the City for routine maintenance will be based on the number of county highway miles times the dollar value to be paid per county highway mile per County fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

### **4. County Cost and Payment by the County**

**4.1. County Cost.** \$7,348.07 is the County's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

**A. 3 year average for Fiscal Year 2019-2021:**  $\$7,348.07 = 0.74 \text{ county highway miles times } \$9,929.82 \text{ per county highway mile.}$

**4.2. Conditions of Payment.** The County will make a lump sum payment to the City for routine maintenance performed, on or before December 31 of each County fiscal year after the following conditions have been met:

- A. Encumbrance by the County of the necessary funds for the routine maintenance payment amount.
- B. Execution of this Agreement and transmittal to the City.

- C. The County's receipt of an invoice from the City for the applicable fiscal year, signed by the City's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
  - i. The invoice must indicate the amount, if any, deducted from the estimated fiscal payment under Article 2.7 of this Agreement.
  - ii. The City will keep records and accounts that enable it to provide the County, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance.

## 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 5.1. The County's Authorized Representative will be:

Name/Title: Tim Becker, Public Works Director (or successor)  
Address: P.O. Box 897 Gaylord, MN 55334  
Telephone: (507) 237-4092  
Fax: (507) 237-4356  
E-Mail: [timb@co.sibley.mn.us](mailto:timb@co.sibley.mn.us)

### 5.2. The City's Authorized Representative will be:

Name/Title: Amy Newsom, City Administrator  
Address: 204 Shamrock Drive Arlington, MN 55307  
Telephone: (507) 964-2378  
Fax: (507) 964-5973  
E-Mail:

## 6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Liability; Worker Compensation Claims; Insurance

- 7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend the County against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

**8. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**9. Records – Availability and Access**

To the extent required by Minnesota Statutes Section § 16C.05, Subd. 5 (as may be amended), the Parties agree that the other Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

**10. Government Data Practices**

Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

**11. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction over Sibley County, Minnesota.

**12. Termination**

12.1. **Termination Notice.** This Agreement may be terminated by any party with or without cause by providing sixty (60) days' prior written notice to the other Parties herein.

12.2. **Termination for Insufficient Funding.** The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

**13. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]



IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

**City of Arlington, Minnesota**

\_\_\_\_\_  
City Mayor

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

**Attest:**

\_\_\_\_\_  
City Administrator/Clerk

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

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

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

**County of Sibley, Minnesota**

\_\_\_\_\_  
County Board Chair

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

**Attest:**

\_\_\_\_\_  
County Administrator

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

**Approved As To Form:**

\_\_\_\_\_  
County Attorney

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

**COUNTY OF SIBLEY  
And  
CITY OF ARLINGTON  
ROUTINE MAINTENANCE  
AGREEMENT**

**Routine Maintenance Performed  
by the City on:**

**Total Agreement Amount  
\$9,929.82**

**CSAH or CR Number:**        CSAH 34

This Agreement is between the County of Sibley, acting through its Board of Commissioners ("County"), and City of Arlington, acting through its City Council ("City").

**Recitals**

1. Under Minnesota Statutes § 162.17, subdivision 3, and § 163.02, subdivision 1, the County and the City wish to enter into an agreement that will provide for routine maintenance performed by the City on certain County State Aid Highways (CSAH) and/or County Roads (CR) located within the City limits;
2. The County will reimburse the City for the maintenance performed; and
3. Minnesota Statutes § 471.59 authorizes the County and City to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the county highway systems.

**Agreement**

**1. Term of Agreement; Survival of Terms**

- 1.1. **Effective date.** This Agreement will be effective on January 1, 2023, or the date the County obtains all signatures required, whichever is later.
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- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. Records – Availability and Access; 10. Government Data Practices; and 11. Governing Law; Jurisdiction; Venue.

**2. Agreement Between the Parties**

**2.1. Maintenance by the City**

- A. **Location.** The City will perform routine maintenance of the following portions of the county highway system within the Corporate City limits:
  - i. On CSAH/CR Highway No. 34 from CSAH 9 (411<sup>th</sup> Avenue) to CSAH 17 (4<sup>th</sup> Avenue NE), a total distance of 1.00 miles.
- B. **Total Mileage.** The total county highway mileage for the routine maintenance performed under this Agreement is 1.00 miles.

- 2.2. **Maintenance Responsibilities; City (Reimbursable)** The City will perform the following routine maintenance duties to the satisfaction of the County's Public Works Director. All materials used in the

performance of said routine maintenance must comply with the Minnesota Department of Transportation's current "Standard Specifications for Construction":

- i. Maintain the county highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely restoration of utility openings, and all necessary hand patching of the roadbed.
- ii. Provide snow and ice removal in accordance with the Sibley County Snow and Ice Control Policy (as may be amended).
- iii. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control.
- iv. Keep the traveled roadway free and clear of litter, debris, and any other foreign matter of any nature by street sweeping or other appropriate methods. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the county highway proper and within the county highway right-of-way limits according to all applicable laws, ordinances, and regulations.
- v. The City will place, install and maintain at all times suitable pavements markings not part of the traffic lane markings, which may include: parking stalls, crosswalks and handicap parking.
- vi. Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.

**2.3. *Other Maintenance Responsibilities; City (Non-reimbursable)*** The City is responsible for performing the following routine maintenance duties, without cost or expense to the County:

- i. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- ii. Sand, salt or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
- iii. The City will place, install and maintain at all times suitable street name signs at intersections for the guidance of traffic on the county highway(s).
- iv. Maintain any other facilities located within the county highway right of way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.

**2.4. *Maintenance Responsibilities; County (Non-reimbursable)*** The County will perform the following routine maintenance duties, without cost or expense to the City:

- i. Crack filling of joints, sealcoat and fogseal as programmed in the Sibley County Highway Maintenance Plan (as may be amended).
- ii. The County will place, install and maintain at all times suitable highway lane markings which may include: centerline, edge lines and stop bars.
- iii. The County will place, install and maintain at all times suitable regulatory signs, warning signs and route markers for the guidance of traffic on the county highway(s).

### **2.5. *Traffic Control***

- A. The City may partially block the county highway to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the county highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the county highway for a longer period of time than is reasonably required for making the necessary repairs.
- B. The City may close the county highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the County ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.

- C. The City will not close any portion of the county highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the county highway, the City must provide a suitable detour during such time, unless this requirement is waived by the Public Works Director.
- D. The City must apply for an Obstruction Permit prior to any total closure of the county highway, except in the cases of emergency. In the cases of emergency, the City shall submit the Obstruction Permit concurrently with the repair work if possible, unless this requirement is waived by the Public Works Director. The fee for the Obstruction Permit is waived for the City.
- E. The City must conduct all county highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

**2.6. Maintenance of Route Change of County Highway.** If there is a change in the routing of the county highway, a substitution of a new route for the county highway, or a variation from the present location of the county highway, the City will maintain the new county highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the County relocates any portion of the county highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

**2.7. City's Failure to Adequately Maintain.** If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

**2.8. Extraordinary Maintenance.** The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the County's Public Works Director approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement.

**2.9. Inspection of City Performed Maintenance.** Authorized representatives of the City and the County will jointly inspect the involved county highways on a regular basis during the life of this Agreement to determine if the routine maintenance is being performed according to the terms of this agreement.

### 3. Basis of County Cost

The County's payment to the City for routine maintenance will be based on the number of county highway miles times the dollar value to be paid per county highway mile per County fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

### 4. County Cost and Payment by the County

**4.1. County Cost.** \$9,929.82 is the County's estimated total cost for the routine maintenance covered under this Agreement based on the data below:

**A. 3 year average for Fiscal Year 2019-2021:**  $\$9,929.82 = 1.00 \text{ county highway miles times } \$9,929.82 \text{ per county highway mile}$

**4.2. Conditions of Payment.** The County will make a lump sum payment to the City for routine maintenance performed, on or before December 31 of each County fiscal year after the following conditions have been met:

- A. Encumbrance by the County of the necessary funds for the routine maintenance payment amount.
- B. Execution of this Agreement and transmittal to the City.

- C. The County's receipt of an invoice from the City for the applicable fiscal year, signed by the City's authorized representative attesting that all routine maintenance has been performed in full conformity with this Agreement.
  - i. The invoice must indicate the amount, if any, deducted from the estimated fiscal payment under Article 2.7 of this Agreement.
  - ii. The City will keep records and accounts that enable it to provide the County, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1. The County's Authorized Representative will be:**

Name/Title: Tim Becker, Public Works Director (or successor)  
 Address: P.O. Box 897 Gaylord, MN 55334  
 Telephone: (507) 237-4092  
 Fax: (507) 237-4356  
 E-Mail: [timb@co.sibley.mn.us](mailto:timb@co.sibley.mn.us)

**5.2. The City's Authorized Representative will be:**

Name/Title: Amy Newsom, City Administrator  
 Address: 204 Shamrock Drive Arlington, MN 55307  
 Telephone: (507) 964-2378  
 Fax: (507) 964-5973  
 E-Mail:

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance, between the County and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability; Worker Compensation Claims; Insurance**

- 7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend the County against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

## 8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## 9. Records – Availability and Access

To the extent required by Minnesota Statutes Section § 16C.05, Subd. 5 (as may be amended), the Parties agree that the other Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

## 10. Government Data Practices

Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

## 11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction over Sibley County, Minnesota.

## 12. Termination

**12.1. Termination Notice.** This Agreement may be terminated by any party with or without cause by providing sixty (60) days' prior written notice to the other Parties herein.

**12.2. Termination for Insufficient Funding.** The County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

## 13. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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IN TESTIMONY WHEREOF, The parties hereto have caused these presents to be executed.

**City of Arlington, Minnesota**

\_\_\_\_\_  
City Mayor

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

**Attest:**

\_\_\_\_\_  
City Administrator/Clerk

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

**Approved As To Form:**

\_\_\_\_\_  
City Attorney

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

**County of Sibley, Minnesota**

\_\_\_\_\_  
County Board Chair

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

**Attest:**

\_\_\_\_\_  
County Administrator

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

**Approved As To Form:**

\_\_\_\_\_  
County Attorney

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

# **THE SALVATION ARMY HEATSHARE PROGRAM AGREEMENT**

**COMES NOW, City of Arlington**, in joint partnership with The Salvation Army, an Illinois Corporation (The Salvation Army), submits its joint customer contribution fund program plan as follows:

## **PROGRAM NAME:**

HeatShare (A voluntary non-governmental program of The Salvation Army) which has been in existence since 1982.

## **PURPOSE:**

The purpose of this energy related program, shall be to advance the common good and general welfare of the people by soliciting voluntary contributions from customers and employees to assist needy Minnesotans with energy related problems, including but not limited to residential heating bills, repairs on home heating equipment, and shut offs; and to provide assistance in reducing the cost of utilities for qualified low-income elderly, disabled, and others with special needs who have difficulty paying their energy related expenses.

## **CUSTOMER NOTIFICATION:**

Customers will be notified through City of Arlington. Notifications will be made via bill inserts and/or newsletter. In addition, press releases and media notification will be utilized when appropriate and beneficial to HeatShare and City of Arlington.

## **TRANSFER/DISTRIBUTION OF FUNDS:**

City of Arlington will transfer funds to The Salvation Army on a regular basis in amounts equal to contributions received and processed prior to such date. Funds will be allocated by each Salvation Army unit corresponding to City of Arlington in direct proportion to donations received from their area. On an exceptional basis, The Salvation Army, will have at their discretion, the authority to adjust the distribution of funds where they deem fit. A minimum of 85% of the funds will be used in the distribution of funds as per the guidelines on attachment A-1.

## **IMPLEMENTATION:**

Implementation is to be scheduled within the effective dates of this agreement by one or more of the following:

- Insertion of HeatShare bill insert into at least one monthly bill,
- Advertisement of HeatShare program on website,
- Utility newsletter.

## **ADDITIONAL:**

City of Arlington proposes at this time to absorb the expense of solicitation through paying of bill inserts, any promotional costs deemed necessary, and the cost of collection and transmittal of contributions.

## **EFFECTIVE DATE:**

This plan becomes effective this October 1, 2022, and stays effective until September 30, 2023, or until City of Arlington or The Salvation Army terminates this agreement by giving a 90-day written notice to the other party.



**NOTICE:**

The Salvation Army will follow the operational guidelines on (A-1) attached hereto. Notices shall be deemed given upon personal delivery, or when deposited in the United States mail, postage prepaid and addressed as follows:

**If to City of Arlington:**

Attn: Amy Newsom  
Title: City Administrator  
Address: 204 Shamrock Drive  
Arlington, MN 55307  
Phone: 507.964.2378

**If to The Salvation Army:**

Attn: Ana Gonzalez  
Title: Divisional HeatShare Coordinator  
Address: 2445 Prior Avenue N  
Roseville, MN 55113  
Phone: 651-746-3542

**WHEREFORE,** City of Arlington, requests that its proposed joint customer contribution fund program be approved as submitted.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

The Salvation Army, an Illinois Corporation

By: \_\_\_\_\_  
Title: Divisional Commander  
Attest: \_\_\_\_\_  
Title: Divisional HeatShare Coordinator  
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022

## THE SALVATION ARMY HEATSHARE PROGRAM GUIDELINES

### TO QUALIFY FOR ASSISTANCE FROM THE HEATSHARE PROGRAM:

1. Applicants must have a past due bill or final (disconnect) notice and;
2. Applicants must be income eligible as per Attachment A-1 and;
3. Applicants must have applied for assistance previously from other available public agencies and;
4. Applicants must reside in the designated areas where funds are raised for the program.
5. Applicants must be:
  - a. 65 years of age or older, or disabled/handicapped, such that financial assistance from the HeatShare program would relieve a substantial need or
  - b. Circumstances have arisen which deplete an individuals or families immediate cash resources. For example, an illness, major repair bill or sudden lay off, may leave a family, usually able to cope with insufficient cash resources to meet heating needs even though normally they have sufficient income to do so.
  - c. After initial assistance has been received, if an underlying problem exists (such as a client paying more rent than their income will allow) attempts must be made to remedy the situation before further assistance will be given.
  - d. Households who request assistance in consecutive years will be asked to participate in activities to strengthen the self-sufficiency of the family.
6. Assistance is available only once per year at a maximum of \$400 for those living outside of the Twin Cities area, and \$500 for those living within the Twin Cities Area.
7. Types of assistance granted will be for natural gas, electric, fuel oil, and propane.

**Note:** These are guidelines and on occasion, due to extenuating circumstances, clients may be given special considerations.

### 2022-2023 ANNUAL NET INCOME GUIDELINES

**The income guidelines below are based on 50% of State Median Income.**

Household	Annual Income	Monthly Income
1	\$33,918	\$2,826.50
2	\$44,355	\$3,696.25
3	\$54,791	\$4,565.92
4	\$65,228	\$5,435.67
5	\$75,664	\$6,305.33
6	\$86,101	\$7,175.08
7	\$88,058	\$7,338.17
8	\$90,014	\$7,501.17
9	\$91,971	\$7,664.25
10	\$93,928	\$7,827.33
11	\$95,885	\$7,990.42
12	\$97,842	\$8,153.50
13	\$99,799	\$8,316.58
14*	\$101,755	\$8,479.58