#### LAMBERTON EDA REGULAR MEETING • CITY HALL/ELECTRONIC/PHONE March 14, 2022 • 5:15 PM

#### 1. CALL TO ORDER/ADOPT AGENDA

A. Additions/Deletions to Agenda

#### 2. CONSENT AGENDA

- A. Approval of Minutes of the: (if multiple, can all be done in one motion)
  - 1. January 10, 2022 Regular EDA Meeting
  - 2. February 24, 2022 Special Meeting
- B. Treasurer's Report
  - 1. January 2022 Financials
  - 2. February 2022 Financials
- C. Administration Report
  - 1. Miles Auto Loan Paid in Full
  - 2. Schaffran Loan 1 payment left letter sent
  - 3. Valerie has been making contact with people in the Region that work with EDA. Getting on email and meeting lists and looking for educational opportunities.
  - 4. RRCC Made first payment (will show in March financials)
  - 5. Owner of the Motel was in
    - a. He is looking for loan options for upgrades inside the rooms (a/c, lights, carpet, bathrooms)
    - b. Valerie e-mailed him a list of funding options and people to contact

#### 3. OLD BUSINESS

- A. Lamberton Meats Building
  - 1. Sammy Jo Miller
    - a. See attached Purchase Agreement
- B. Industrial Park Interest
  - 1. Jon Steen showed interest at the special EDA meeting held 2-24-22.
    - a. Valerie contacted Bollig with questions
    - b. Bollig has responded see attached

#### 4. NEW BUSINESS

- A. Have on the radar What happens to the current school property once the new school is built.
- B. Valerie is wondering about attending EDA training opportunities.
  - See attached Brownfields and Beyond MN Redevelopment Conference

#### 5. EDA BOARD REPORTS & COMMUNICATIONS

#### 6. ADJOURNMENT

#### Lamberton EDA Minutes January 10, 2022 ● 5:15 p.m.

The Lamberton EDA met at the City Office on January 10, 2022 with Board Members L. Sik, M. Bents, P. Mattison and J. Senst were present. Others in attendance were: city staff Nick Anderson and Valerie Halter. Sammy and Eric Miller were also in attendance after the meeting started. Absent were R. Arkell, C. Stavnes and B. Bartholomaus.

Bents called the meeting to order. Agenda was moved by P. Mattison and seconded by L. Sik to approve the agenda. Motion carried.

The December 13, 2021 minutes were reviewed. A motion by L. Sik and seconded by P. Mattison to approve the December 13, 2021 minutes. Motion carried.

V. Halter discussed the treasurer report for December. A motion made by Sik and seconded by Senst to approve the treasurers' report. Motion carried.

V. Halter discussed the Administration Reports. Red Rock Chiropractic paperwork is close to complete. Halter and Anderson are awaiting for their notaries, so asked Bents if they could use a notary at the bank for the paperwork. Bents said yes that we have a couple and just to let us know when. Halter mentioned that engineer Kris Ambuehl from Bollig, Inc. contacted her about a possible waste energy opportunity for the area. Halter reached out to Steve Krinke and linked Steve and Kris to talk about this option in the area. It was moved by L. Sik and seconded by P. Mattison to approve the administrative report. Motion carried.

Onto Old Business. Sammy Jo Miller was contacted on the EDA's approval and was going to try and make it. Sammy wasn't present at this time. Jon Steen was the next topic to discuss. L. Sik updated the board that Jon is waiting to see what happens on some grant money for the industrial park for him to proceed with talks on his business.

In New Business. The City did approve the Age Friendly request. Since that time there has been a few adjustments to the original request. L. Sik mentioned that the Legion is looking to update the Veterans Memorial before the 150<sup>th</sup> celebration.

Sammy Jo and Eric Miller joined the meeting. They updated the Board that they are in favor of the proposed offer. After some discussion the Miller's requested to have a written detailed offer on the property and then they can decide on the offer. Sammy also requested a list of the Lamberton utilities and services. Halter will gather the information and let them know a timeframe of when the paperwork can be completed when the proposal is excepted.

There being no futher business, Senst moved and Sik seconded to adjourn the meeting. Motion carried.

The next EDA meeting is scheduled for Monday February 14, 2022 @ 5:15 p.m at the City Offices.

Respectfully Submitted, Michael Bents, Secretary

### Lamberton EDA Minutes Special Meeting February 24, 2021 ● 6:00 p.m.

The Lamberton EDA had a special meeting and met at the City Office on February 24, 2022 with Board Members L. Sik, J. Senst, C Stavnes, P Mattison, B Bartholomaus and R. Arkell were present. Others in attendance were: V. Halter. Absent was M. Bents.

Arkell called the meeting to order. Arkell asked for any additions to the agenda. With no additions it was moved by Stavnes and seconded by Senst to approve the agenda. Motion carried.

Onto Old Business. The Lamberton Meats building discussion. V. Halter talked to Scott Hammerschmidt who Sammie Jo and Eric Miller had look at the building. The building is assessed at \$14,500 per tax statement and Scott is valuing it at around \$3,200 which is \$1,400 for the building and \$1,800 for the lot. The City has about \$3,600 into the property with transfer costs and back taxes paid not counting what we have accrued in this possible transaction. R. Arkell stated that Matt Novak, City Attorney, was in contact with Val and himself and the EDA motion stating to have a viable business within 2 years is not enforceable. After discussion it was decided that we give the Miller's 2 options on the purchase. Option 1 is to buy it for \$1.00 and bring up the value of the property to \$5,000 with in 2 years. Option 2 is to purchase it out right for \$4,000 cash and have no stipulation on the future value of \$5,000. B. Bartholomaus motioned to offer the building to the Miller's with the two options and seconded by J. Senst. Motion carried.

The next topic was Jon Steen still interested in buying a piece of property in the industrial park. His concern is the infrastructure for the property as well and having access to frontage access and water supply. Kris Ambuehl, engineer from Bollig, originally said that he would give us updated on the progress of the bill that the industrial park funding is part of.

Jon Steen joined the meeting and V. Halter asked Jon if he had a chance to look at the property and the location in which he was interested in. Jon said that he hadn't taken a look since last fall. Sik reviewed what Jon and the council talked about previously. Jon did mention that he would be more interested in property the west side of the by the Ethanol plant along the tree line. Jon is looking at about 5 Acres to put up a shed for washing trucks and a possible storage shed. After discussion it was determined that if interested, we would contact Kris, the engineer, to see where the bill is currently at on infrastructure funding, the desired location of the interested property and overall costs to obtain the property.

R. Ackell and C. Stavnes excused themselves from the meeting leaving a quorum to continue on with the meeting.

There being no other business, B. Bartholomaus moved and J. Senst seconded to adjourn the meeting. Motion carried.

The next EDA meeting is scheduled for Monday March 12, 2022 @ 5:15 p.m at the City Offices.

Respectfully Submitted, Michael Bents, Secretary

### CITY OF LAMBERTON Lamberton EDA Balances

Account	MTD Debit	MTD Credit	Current Balance	Account Descr	Current Period
G 207-10100	\$268.68	\$50,673.90	\$70,380.54	G 207-10100 Cash	January 2022
G 207-10301	\$0.00	\$0.00	\$45,207.35	G 207-10301 CD 0082 EDA	January 2022
G 207-10302	\$0.00	\$0.00	\$5,256.23	G 207-10302 CD 0034 EDA	January 2022
G 207-10303	\$0.00	\$0.00	\$26,284.15	G 207-10303 CD0039 EDA	January 2022
<del>-</del>	\$268.68	\$50,673.90	\$147,128.27		

### CITY OF LAMBERTON Lamberton EDA Expenditures

Account	FUND Descr	OBJ Descr	January 2022 Amt	2022 VTD Amt	2022 Budget	%YTD
Account	Desci	OBJ Desci	ZUZZ AIIIL	YTD Amt	Budget	Budget
DEPT Descr Economic Dev	elopment					
E 207-46501-103	EDA	PT Wages	\$520.13	\$520.13	\$11,307.00	4.60%
E 207-46501-121	EDA	Employer PERA Contributions	\$39.01	\$39.01	\$849.00	4.59%
E 207-46501-122	EDA	Employer FICA Contributions	\$31.13	\$31.13	\$701.00	4.44%
E 207-46501-126	EDA	Employer Medicare	\$7.28	\$7.28	\$164.00	4.44%
E 207-46501-130	EDA	Employer Paid Life Ins.	\$0.00	\$0.00	\$31.00	0.00%
E 207-46501-131	EDA	Employer Paid Health Ins.	\$0.00	\$0.00	\$2,096.00	0.00%
E 207-46501-151	EDA	Workers Comp Ins	\$0.00	\$0.00	\$147.00	0.00%
E 207-46501-180	EDA	Health Savings Account	\$0.00	\$0.00	\$300.00	0.00%
E 207-46501-201	EDA	Office Supplies	\$0.00	\$0.00	\$0.00	0.00%
E 207-46501-210	EDA	Operating Supplies & Postage	\$67.78	\$67.78	\$1,700.00	3.99%
E 207-46501-305	EDA	Other Contractual Services	\$0.00	\$0.00	\$1,500.00	0.00%
E 207-46501-315	EDA	Travel Conference Schools Trng	\$0.00	\$0.00	\$500.00	0.00%
E 207-46501-340	EDA	Printing Publishing Advertisin	\$0.00	\$0.00	\$500.00	0.00%
E 207-46501-445	EDA	Licenses & Taxes	\$0.00	\$0.00	\$8,108.00	0.00%
E 207-46501-750	EDA	Transfer Out	\$0.00	\$0.00	\$5,000.00	0.00%
E 207-46501-810	EDA	Refunds and Reimbursements	\$0.00	\$0.00	\$1,500.00	0.00%
E 207-46501-811	EDA	Temporary Loans	\$50,000.00	\$50,000.00	\$50,000.00	100.00%
DEPT Descr Economic Dev	elopment	_	\$50,665.33	\$50,665.33	\$84,403.00	60.03%
		_	\$50,665.33	\$50,665.33	\$84,403.00	60.03%

### CITY OF LAMBERTON Lamberton EDA Monthly Revenue

FUN	Account Descr	January 2022 Amt	2022 YTD Amt	2022 YTD Budget	%YTD Budget	
FUND 20	7 EDA					
207	R 207-39201 Transfer From Governmenta Fund	\$0.00	\$0.00	\$21,000.00	0.00%	
207	R 207-36242 Temporary Loans Repaid Interes	\$1.23	\$1.23	\$644.00	0.19%	
207	R 207-36241 Temporary Loans Repaid Princip	\$254.90	\$254.90	\$11,159.00	2.28%	
207	R 207-36210 Bank Interest	\$3.98	\$3.98	\$219.00	1.82%	
207	R 207-34102 EDA Land Rent	\$0.00	\$0.00	\$8,278.00	0.00%	
FUND 20	7 EDA	\$260.11	\$260.11	\$41,300.00	0.63%	
		\$260.11	\$260.11	\$41,300.00	0.63%	

### CITY OF LAMBERTON Lamberton EDA Balances

Account	MTD Debit	MTD Credit	Current Balance	Account Descr	Current Period
G 207-10100	\$238.99	\$961.77	\$69,657.76	G 207-10100 Cash	February 2022
G 207-10301	\$113.02	\$0.00	\$45,320.37	G 207-10301 CD 0082 EDA	February 2022
G 207-10302	\$0.00	\$0.00	\$5,256.23	G 207-10302 CD 0034 EDA	February 2022
G 207-10303	\$0.00	\$0.00	\$26,284.15	G 207-10303 CD0039 EDA	February 2022
•	\$352.01	\$961.77	\$146,518.51		

### CITY OF LAMBERTON Lamberton EDA Expenditures

Account	FUND Descr	OBJ Descr	February 2022 Amt	2022 YTD Amt	2022 Budget	%YTD Budget
DEPT Descr Economic Dev		023 2030	LOLL 7 WITE	11574110	Dauget	Daaget
		PT 111	+ C4 E C2	** ***	*** 207.00	10.040/
E 207-46501-103	EDA	PT Wages	\$615.62	\$1,135.75	\$11,307.00	10.04%
E 207-46501-121	EDA	Employer PERA Contributions	\$46.18	\$85.19	\$849.00	10.03%
E 207-46501-122	EDA	Employer FICA Contributions	\$37.04	\$68.17	\$701.00	9.72%
E 207-46501-126	EDA	Employer Medicare	\$8.66	\$15.94	\$164.00	9.72%
E 207-46501-130	EDA	Employer Paid Life Ins.	\$0.00	\$0.00	\$31.00	0.00%
E 207-46501-131	EDA	Employer Paid Health Ins.	\$0.00	\$0.00	\$2,096.00	0.00%
E 207-46501-151	EDA	Workers Comp Ins	\$0.00	\$0.00	\$147.00	0.00%
E 207-46501-180	EDA	Health Savings Account	\$0.00	\$0.00	\$300.00	0.00%
E 207-46501-201	EDA	Office Supplies	\$0.00	\$0.00	\$0.00	0.00%
E 207-46501-210	EDA	Operating Supplies & Postage	\$93.27	\$161.05	\$1,700.00	9.47%
E 207-46501-305	EDA	Other Contractual Services	\$0.00	\$0.00	\$1,500.00	0.00%
E 207-46501-315	EDA	Travel Conference Schools Trng	\$0.00	\$0.00	\$500.00	0.00%
E 207-46501-340	EDA	Printing Publishing Advertisin	\$0.00	\$0.00	\$500.00	0.00%
E 207-46501-445	EDA	Licenses & Taxes	\$161.00	\$161.00	\$8,108.00	1.99%
E 207-46501-750	EDA	Transfer Out	\$0.00	\$0.00	\$5,000.00	0.00%
E 207-46501-810	EDA	Refunds and Reimbursements	\$0.00	\$0.00	\$1,500.00	0.00%
E 207-46501-811	EDA	Temporary Loans	\$0.00	\$50,000.00	\$50,000.00	100.00%
DEPT Descr Economic Dev	elopment	_	\$961.77	\$51,627.10	\$84,403.00	61.17%
		_	\$961.77	\$51,627.10	\$84,403.00	61.17%

### CITY OF LAMBERTON Lamberton EDA Monthly Revenue

FUN	Account Descr	February 2022 Amt	2022 YTD Amt	2022 YTD Budget	%YTD Budget	
FUND 20	7 EDA					
207	R 207-39201 Transfer From Governmenta Fund	\$0.00	\$0.00	\$21,000.00	0.00%	
207	R 207-36242 Temporary Loans Repaid Interes	\$0.11	\$1.34	\$644.00	0.21%	
207	R 207-36241 Temporary Loans Repaid Princip	\$236.61	\$491.51	\$11,159.00	4.40%	
207	R 207-36210 Bank Interest	\$115.29	\$119.27	\$219.00	54.46%	
207	R 207-34102 EDA Land Rent	\$0.00	\$0.00	\$8,278.00	0.00%	
FUND 20	7 EDA	\$352.01	\$612.12	\$41,300.00	1.48%	
		\$352.01	\$612.12	\$41,300.00	1.48%	

Red Rock Chiropractic Center   50,000.00     Total Payment	January Febr				2022 Revolving Fund Loans								
Total Payment Principal Interest  Bill Schaffran***  Total Payment Principal Interest  Miles Auto***  Total Payment Principal Interest  Total Payment Principal Interest  Wondercheck Ag  5,376.60			March	April	May	June	July	August	September	October	November	December	YTD Balance
Principal   Interest   277.00		Center 50,000.00											50,000.00
Total Payment Principal Interest  Miles Auto***  Total Payment Principal Interest  Wondercheck Ag  Total Payment Principal Interest  S,376.60	-	Principal	-	-	-	-	-	-	-	-	-	-	0
Principal Interest  Miles Auto***  Total Payment Principal Interest  Wondercheck Ag  5,376.60		277.00											277.00
Total Payment  Principal Interest  Wondercheck Ag  Total Payment  \$ 256.13  Principal 5,376.60	-	Principal	-	-	-	-	-	-	-	-	-	-	0
Principal Interest Wondercheck Ag 5,376.60		491.51											(0.00)
		Principal 254.9 236.61	-	-	-	-	-	-	-	-	-	-	491.51 12.23
Total Payment \$ 5 537 93		5,376.60											5,376.60
Principal Interest	-	Principal	-	-	-	-	-	-	-	-	-	-	0

	Beginning Total (2021 Final Balance)	January	February	March	April	May	June	July	August	September	October	November	December	YTD Balance
Total Principal		254.9	236.61	0	0	0	0	0	0	0	0	0	0	491.51
Total Interest		1.23	11	0	0	0	0	0	0	0	0	0	0	12.23
Running Total	56,145.11	55,890.21	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	55,653.60	

Annual Payment
Monthly Payment
Quarterly Payment

A payment that was paid in a different month

\*\*\* Means they are behind on payments

Scheduled payment amount

### RESOLUTION CITY OF LAMBERTON 2022-07

1. The City of Lamberton (Sellers) hereby agrees to sell to Eric Miller and SammyJo Miller (Buyers) the following property in Redwood County, Minnesota, legally described as follows:

Lot Seven (7) in Block Eight (8), of the Original Plat of the Village (now City) of Lamberton, Minnesota, according to the recorded plat thereof.

- 2. The price for the sale shall be \$1.00, and Buyer shall additionally pay all closing costs.
- 3. The parcel shall be sold as-is, and sellers make no warranties as to the condition or history of the property.
- 4. This sale is subject to a Condition Subsequent that Buyers shall begin a new business and rehabilitate the property in order to do so no later than April 1, 2024. In no event shall the primary purpose of the building be storage for the possessions of the owners.
- 5. In the event that Buyers fail to meet these terms by April 1, 2024, Sellers shall have the right to cancel, and Buyer shall be obligated to transfer the land back to Seller upon receipt of such notice. Said condition subsequent/right of reverter shall terminate without further notice or recording if the City of Lamberton has not filed a Notice of Lis Pendens to enforce said condition subsequent/right of reverter on or before April 1, 2024.
- 6. The following persons shall be authorized to sign any purchase agreement, development agreement, deed, or any other documents necessary to complete the above-described transaction:

Lydell Sik, Mayor

Valerie Halter, City Clerk

Approved on the 14 <sup>th</sup> day of March, 2022	
Voting In Favor:	
CITY OF LAMBERTON	
By:Valerie Halter, City Clerk	
State of Minnesota, County of Redwood	
This instrument was acknowledged before me on Clerk of the City of Lamberton.	by Valerie Halter,
Signature of Notary Public	

THIS INSTRUMENT WAS DRAFTED BY: Matthew B. Novak, Novak Law 1224 Oak Street, P O Box 39, Wabasso, MN 56293

#### **PURCHASE AGREEMENT and EARNEST MONEY CONTRACT**

- 1. <u>PARTIES.</u> This purchase agreement is made by and between <u>The City of Lamberton</u> SELLER; and <u>Eric Leland Miller and SammyJo Miller</u>, BUYERS.
- 2. OFFER/ACCEPTANCE. Buyer offers to purchase and Seller agrees to sell real property legally described as:

Lot Seven (7) in Block Eight (8), of the Original Plat of the Village (now City) of Lamberton, Minnesota, according to the recorded plat thereof.

- 3. PRICE AND TERMS. The Purchase Price for the Property One and 00/100 Dollars (\$ 1.00 ) and shall be paid at closing.
- **4. CLOSING.** Closing shall be scheduled on or before \_\_\_\_\_ 5:00 \_\_ p.m. \_\_\_ April 1, 2022.
- **5. CLOSING COSTS.** Buyer shall pay all closing costs, including Seller's closing costs.
- **6.** <u>DEED/MARKETABLE TITLE.</u> Upon performance by the Buyer, Seller shall execute and deliver a Quit Claim Deed, conveying title, subject to:
  - 1) Building and zoning laws, ordinances, state and federal regulations;
  - 2) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
  - 3) Reservation of any minerals or mineral rights to the State of Minnesota or others;
  - 4) Utility and drainage easements which do not interfere with existing improvements;
  - 5) Existing highways, easements, current and historic right of access to the property whether such has been or is recorded or recordable and right of way of record;
  - 6) Boundary lines established by existing fences, usage, or otherwise;
  - 7) Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Buyer and accepted by Buyer in this purchase agreement;
  - 8) Others, NONE.
- **7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Buyer shall assume all taxes and special assessments levied as of the date of this agreement. Seller shall bear no responsibility for any taxes or special assessments to be paid in 2022.

Buyer shall further assume special assessments pending as of the date of this agreement for improvements that have been ordered by any governmental assessing authorities. As of the date of this agreement, Seller represents that Seller has not received a notice of hearing of a new public improvement project from any governmental assessing authority, the costs of which project may be assessed against the property.

Buyer shall assume any deferred real estate taxes or special assessments, the payment of which is required as a result of the closing of this sale. Buyer shall pay real estate taxes due and payable in the year of closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided for herein. Seller

makes no representations concerning the amount of future real estate taxes or of future special assessments.

- **8.** <u>DISCLOSURE NOTICES.</u> Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation affecting the property. If the property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.
- **9.** WELL AND INDIVIDUAL SEWAGE TREATMENT SYSTEM DISCLOSURES. Seller certifies that Seller does not know of any wells on the described property; and there is no individual sewage treatment system on the described property.
- 10. CONDITION OF THE PROPERTY. THIS PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS." THE SELLER HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, SUITABILITY, MERCHANTABILITY, MARKETABILITY, OPERABILITY, TENANTABILITY, HABITABILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION, SOIL CONDITION OR PERCOLATION, COMPLIANCE WITH ANY BUILDING CODE, SAFETY AND HEALTH COES, OR OTHER GOVERNMENTAL AGENCY RULES OR REGULATIONS, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESS OR THE PERMITTED OR ALLOWABLE USES ON THE PROPERTY.

Neither the Seller nor the Seller's Attorney, shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the property, including, but not limited to, amount of square feet, acreage, zoning, access, and environmental or hazardous conditions to conform to any specific standard or expectation, or any third party documents or information.

- **11. VARIANCE IN ACREAGE.** Buyer will be responsible for the cost of having the Property surveyed if desired or required. If the number of acres or estimate of a square footage changes as a result of the final survey, no adjustment shall be made to the purchase price.
- **12. NOTICE OF RESTRICTIVE COVENANTS.** Seller hereby notifies Buyer that the real property that is the subject of this purchase agreement is subject to restrictive covenants, including covenants that govern the timeline for completion of conditions subsequent.
- 13. <u>CONDITION SUBSEQUENT.</u> This sale is subject to a Condition Subsequent that Buyers shall begin a new business and rehabilitate the property in order to do so. It is understood that this business is to be the primary function of the property, and that under no condition is storage of the Buyer's belongings to be the primary function of the property. It is understood that satisfaction of this condition subsequent shall be measured by whether Buyer have a new business in operation at the premises on the date of fulfillment, that date being April 1, 2024.

In the event that Buyers fail to meet these terms by April 1, 2024, Sellers shall have the right to cancel, and Buyer shall be obligated to transfer the land back to Seller upon receipt of such notice. If Buyers shall become aware prior to the date of fulfillment that said condition will not be fulfilled, Buyers shall be obligated to return the land to Sellers at that time. Said condition subsequent/right of reverter shall terminate without further notice or recording if the City of Lamberton has not filed a Notice of Lis Pendens to enforce said condition subsequent/right of reverter on or before April 1, 2024.

- **14.** <u>RISK OF LOSS.</u> If there is any loss or damage to the property between the date hereof and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Buyer.
- 15. **POSSESSION.** Seller shall deliver possession of the property at closing.
- **16. <u>TITLE AND EXAMINATION.</u>** As quickly as reasonably possible after the signing of the Purchase Agreement:
  - a. Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller; And
  - b. Buyer is responsible for the cost of obtaining a new Abstract of Title.

Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs and fees necessary to convey marketable title including obtaining and recording all required documents, subject to the following:

In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional 120 days to make title marketable, or in the alternative, Seller may escrow funds in an amount equal to 200% of the amount estimated to make title marketable. Alternatively, Purchase may waive title defects by written notice to Seller. In addition to the 120-day extension, Buyer and Seller may, by mutual agreement, further extend the closing date.

- **17. ENTIRE AGREEMENT.** This contract contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth herein, whether made by any agent or party hereto.
- **18. <u>DEFAULT.</u>** If Buyer defaults in any of the agreements herein, Seller may terminate this purchase agreement, and payments made hereunder shall be retained by Seller as liquidated damages.

We agree to sell the property for th	e price and ter	ms and conditions set forth above.
		SELLER:
Dated:	, 2022	Lydell Sik, Mayor
		<u> </u>
Dated:	, 2022	Valerie Halter, Clerk
		valent Haiter, elenk
We agree to purchase the property	for the price a	nd terms and conditions set forth above.
		BUYER:
Dated:	, 2022	
Dated:	, 2022	

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

 From:
 Valerie Halter

 To:
 Kris Ambuehl

 Cc:
 Lydell Sik

**Subject:** Lamberton Industrial Park

**Date:** Thursday, February 24, 2022 7:51:00 PM

Attachments: Lots 1 & 2.jpq

Hello Kris –

We have someone interested in a lot in the industrial park. I have attached a map that outlines in red the two spots they would consider.

Both the EDA and potential buyer have a list of questions:

- 1. Lot 1 Frontage road location can it be on the north side of the north industrial park land?
- 2. This business would be for semi-trucks. Would a special turn lane have to be installed on Hwy 14. If so who pays for that?
- 3. What are the options for water, sewer, and electrical? (Rural Water, holding tank)
- 4. If we develop just this one lot can we push installing a holding pond?

We need to know how to start looking at this and seeing what options we have to get a project going. It would be great to see if we qualify for funding, but as that decision keeps getting pushed down the road, we need to see what our other options are.

This potential buyer would want to start building this year. He has stated that he may even put up a building that wouldn't need water/sewer right away if he knows what it will take for him to get water/sewer and the estimated time frame.

Please give me a call and we can discuss this further.

Comberton

Thank you,

#### **Valerie Halter**

City Clerk

112 2<sup>nd</sup> Ave. PO Box 356

Lamberton, MN 56152 Office: 507-752-7601 FAX: 507-752-7117 www.lambertonmn.com From: Kris Ambuehl

To: <u>Valerie Halter; Lydell Sik</u>
Subject: Lamberton Industrial Park

**Date:** Thursday, March 10, 2022 6:06:14 PM

Attachments: image001.png

RAAAA57P.001.pdf

### Below is the information you requested, to help you with your meeting on Monday. Please let me know if you need anything further.

#### Frontage road location

A frontage road (or maybe "industrial park road") could be located either along the north side or the south side of the lots between the highway and the railroad. Locating the industrial park road along the south edge of the lots has the advantage of better allowing for tractor-trailer turning movements at an intersection with the highway – consider the case where a truck may be traveling east on the highway and would have to end up heading west on the industrial park road (essentially a U-turn maneuver). Allowing for a truck to have more north/south roll out to straighten between the first and second parts of the turning movement helps a lot. Locating a road along the south edge of the lots, however, does restrict the ability to have rail access by way of the existing Highwater siding track – that is not to say that Highwater would accommodate access to the mainline through their siding in the first place; perhaps they would, or perhaps they would not.

#### What is currently platted

The attached plat from 2011 is all the subdivision that has occurred to date: three smaller lots, and one segment of N/S ROW designated as Cottonwood Street. This matches what can be seen on the County's online GIS. Other maps showing possible layouts were only preliminary and are in conflict with what was actually platted in 2011. If there is interest in reconfiguring the currently-platted parcels and Cottonwood Street ROW, that is possible, by vacating the plat and re-platting. Unless the prospective tenant is interested in purchasing one of the currently-platted lots (which seem to be quite a bit smaller than the interest that has been expressed), there will need to be at least a subdivision to set the parcel lines and possibly any ROW that would be needed. We, the EDA, and the prospective tenant should meet to discuss the needs of the prospective tenant and what the EDA would like to accommodate for the remaining parcels.

#### Turn lane

It is our understanding that the City has been told by MnDOT that a turn lane, turn lanes, bypass lane, or some combination of those would be required. We have not yet had more recent discussions with MnDOT on what they may require and at what stage of development it would be required. The cost for this would depend on which elements would be required. How the City would like to divide the costs is up to the City.

#### **Utilities**

Extending electric service to the proposed service location would typically be a matter for the prospective tenant and the electric utility to work out directly. The City may become involved in platting ROW for the electric utility to occupy. To the extent that anything other than traditional municipal water and sewer connections would be used, those would likely require some sort of

conditional use or zoning exception to be granted by the City, since the property is within the City limits, and the City likely has ordinance(s) requiring use of its utilities. Here again, involvement from the City (and us) would be critical for designing and platting adequate ROW or utility easements. Two comments on public utilities: first, crossing the RR tracks will require installation of a steel casing pipe for each of the water and sewer pipes to be installed within, which is straightforward but is not inexpensive; second, it is apparent that wastewater collection will require at least one lift station, as the land to be developed sits too low in comparison to the gravity sewer that is available at the edge of the City.

#### <u>Stormwater</u>

Federal law, administered by authority delegated to MPCA, requires permanent stormwater treatment for any new development or portion of a common plan of development (such as an industrial park) that will result in one acre or more of impervious surface (parking lot, roofs, etc.). This development will certainly trigger this (both on its own, and also through the common plan of development), so federal law requires stormwater treatment as part of the initial development. Typically the treatment is in the form of a stormwater "pond" which can take several forms. There are two options here: the City can install permanent stormwater treatment for all or part of the total development, or the developer can install permanent stormwater treatment for their own parcel. Notably, the site does not seem to have much in terms of an adequate outlet for the increased stormwater flows, so this may be an item deserving of particular attention, especially if the City is constructing treatment for the whole park at the beginning of construction.

#### **Funding**

One option to help offset up to half of the cost of the public infrastructure for development such as this is through MN DEED. We are currently working on a project for water and sewer extension and a lift station for a similar development. Here is a link: <a href="https://mn.gov/deed/government/financial-assistance/business-funding/infrastructure/">https://mn.gov/deed/government/financial-assistance/business-funding/infrastructure/</a> for some information. This is certainly something we can look into further and open up some dialogue with DEED.

#### Kris Ambuehl

Director of Client Development

kambuehl@bollig-engineering.com 320.360.0924 cell | www.bollig-engineering.com 1700 Technology Drive NE, Suite 124 | Willmar, MN 56201



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#### From DEED Website

## Greater Minnesota Public Infrastructure Grant Program Overview

The Greater Minnesota Business Development Infrastructure Grant Program helps stimulate new economic development, create new jobs and retains existing jobs through investments in public infrastructure.

It provides grants to cities of up to 50 percent of the capital costs of the public infrastructure necessary to expand or retain jobs in the area, increase the tax base, or expand or create new economic development.

Eligibility

**Application and Forms** 

Contacts

#### Eligibility

#### Overview

Eligible applicants are counties outside of the seven-county metropolitan area or statutory or home rule cities outside of the seven-county metropolitan area.

Eligible projects include publicly owned infrastructure that supports economic development projects, including wastewater collection and treatment, drinking water, storm sewers, utility extensions, and streets.

Economic development projects include manufacturing, technology, warehousing and distribution, research and development, agricultural processing, and industrial park development.

Retail developments and office space development other than incidental office space are NOT eligible for this grant.

#### Minimum Requirements

Cities must provide a match of at least 50 percent of the project capital costs. The city receiving the grant must provide for the remainder of the capital costs of the project, either in cash or in-kind contributions, which may include the value of the capital costs of site preparation other than the public infrastructure needed for the project.

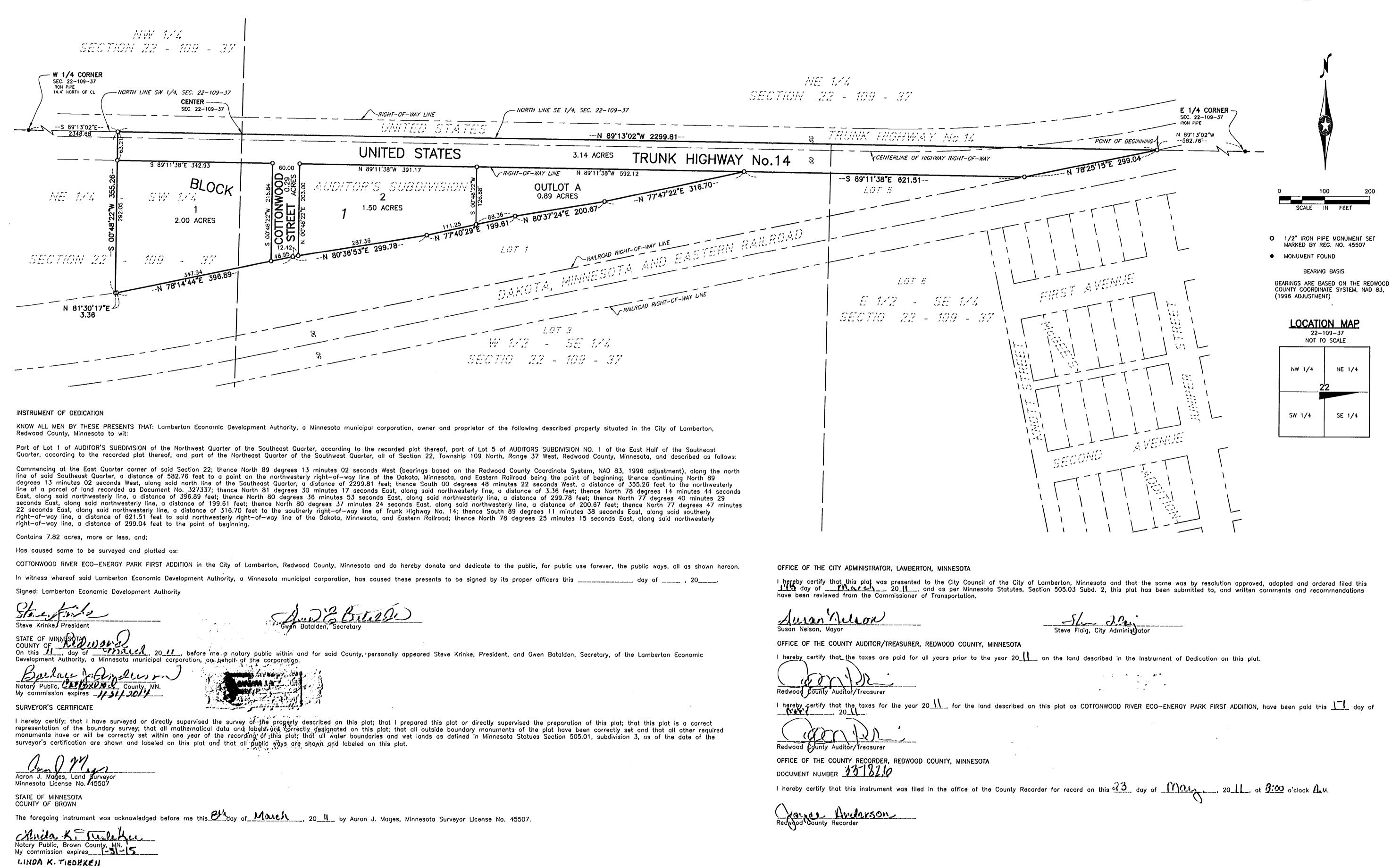
#### **Award Amounts**

Applicants wills be awarded 50% of eligible, capital costs for eligible projects, pending availability of funds. Applicants may receive no more than \$2,000,000 in two years for one or more projects. If after five years the project has not proceeded in a timely manner and is unlikely to be completed, the grant will be cancelled and grant money awarded to the city must be returned.

#### **Application Process**

Applications are accepted on an open basis.

# COTTONWOOD RIVER ECO-ENERGY PARK FIRST ADDITION



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THIS PLAT PREPARED BY BOLTON & MENK, INC.

JOB NUMBER: \$11102604 FIELD BOOK: DRAWN BY: RK



#### 2022 MINNESOTA REDEVELOPMENT CONFERENCE

Thursday, April 28	Activity	Description
7:30 AM	Registration Opens	
7:45 AM - 8:45 AM	Breakfast Buffet and Networking	
8:45 AM -9:00 AM	Welcome	Start the day with a welcome message from DEED.
9:00 AM - 10:15 AM	KEYNOTE PLENARY Filling Empty Buildings: Practical Ideas and Answers	In this presentation you will learn: Why buildings stay empty and how to change the owners' minds; what you can do with empty buildings, and why it matters to fill them and bring more businesses to town. You will hear of many examples of other communities already doing the work and other ideas of what to do with empty lots and roofless buildings, too.
10:15 AM -10:30 AM	Networking Break	
10:30 AM -11:45 AM	CONCURRENT BREAKOUT SESSION Vapor Intrusion and Legal Liability Issues	This session will discuss vapor intrusion challenges with respect to redevelopment of brownfields and how to overcome those challenges. Hear about the changing rules and what they mean for real estate transactions; proven strategies to manage vapor intrusion legal liability and to structure transactions accordingly, legal assurances available for redevelopment sites and what happens when things go wrong?
10:30 AM -11:45 AM	CONCURRENT BREAKOUT SESSION Show me the Money	Listen while DEED staff discuss various state funding sources for Investigation, Cleanup, Redevelopment and Demolition. Also learn about federal funding available for brownfields and many other funding sources that you maybe never thought of for your brownfields project.
11:45 AM -12:45 PM	Lunch	
12:45 PM - 2:00 PM	PLENARY SESSION When is that ^&*\$ Building going to Develop?	In this session you will learn how to identify and overcome development pitfalls; how to find, secure and manage grant funding to achieve objectives; and how to navigate environmental remediation and secure investors using Historic Tax Credits or Opportunity Zones. You will also hear how to manage expectations of elected officials, commissions and the public while maintaining positive momentum through unanticipated delays and changes all with with limited staff.
2:00 PM - 2:15 PM	Networking Break	
2:15 PM - 3:15 PM	CONCURRENT BREAKOUT SESSION Environmental Justice	You've maybe heard the term "environmental justice" and wondered what that means for your community. MPCA Environmental Justice and Brownfields staff will define EJ and discuss the criteria for Environmental Justice Areas of Concern in Minnesota and help you consider ways that underserved communities can benefit from brownfield redevelopment projects.
2:15 PM - 3:15 PM	CONCURRENT BREAKOUT SESSION Redevelopment Roundtable	Join an interactive discussion group to explore the DEED Redevelopment Grant Program. Now that the program has received base funding starting in FY24, let's have a candid discussion about what's working, what isn't, and brainstorm possible enhancements to the program or ideas for new programs.
3:15 PM - 3:30 PM	Networking Break	
3:30 PM - 4:30 PM	PLENARY SESSION Building Community: A Cooperative Effort to Redevelopment	The Bluenose Gopher Public House opened in 2019 as a taproom and community space in downtown Granite Falls, a community of 3,000 people. This session will highlight many lessons learned throughout the project including its failures and successes. Learn how a group of active community members purchased a downtown building, started a co-op, raised money and rallied volunteers. This session also highlights the need for cities, EDAs Chambers and others to support new ideas and support a younger demographic of community leadership.
4:30 PM - 4:35 PM	Day 1 Wrap Up	
	124) . Wap op	I
5:00 PM	Reception Following Day 1 of the	

Friday, April 29	Activity	Description
8:00 AM - 8:45 AM	Breakfast Buffet and Networking	
8:45 AM - 9:00 AM	Welcome and Recap of Day 1	
9:00 AM - 10:15 AM	PLENARY SESSION Then and Now: Market Drivers of Land Use and Economic Development	Market forces impact land use decisions every day. This session will examine through retrospective and prospective lenses, the market drivers that impact land use and how that may be un/intentionally impacting traditional economic development outcomes. There is a necessary balance of housing for our workforce and the jobs available to it, but who and how is this balance being managed? What is the role of community and urban planning in finding a sustainable balance between the economic realities of commerce and a community's need for quality housing?
10:15 AM - 10:30 AM	Networking Break	
10:30 AM - 11:45 AM	PLENARY SESSION The Good, the Bad and the Ugly: Behind the Scenes of a Development Deal	They make it look so easy! What really happens in a development deal when the different players are at odds? How are these issues addressed to finally close the deal? This will be a fun, interactive session where your favorite economic developers will play characters in a development scenario, including a developer, elected official, city staff, involved citizen and more! This will be a session you will not want to miss.
11:45 AM - 12:00 PM	Closing	

Tentative Agenda as of 3/4/2022



2022 Keynote Speaker, Deb Brown

Deb Brown grew up in a town of 141 people, Geneva, Iowa. She loves to tell stories and share real world examples of how people are changing their small town into the kind of place the community wants to live, work and play in. She has a passion for small towns and brings you practical advice on how to shape a brighter future for your small town.

Her programs on small business, what to do with empty buildings, customer service, marketing, economic development and more have been received by chambers, economic developers, tourism specialists, museum experts, business groups, and small town conferences. Deb has keynoted at Rural X Summit, TEDx Brookings, Michigan Rural Economic Development Conference, Roscommon County Michigan, Central Iowa Tourism Annual Meeting, NADO, NRECA, Milbank South Dakota Chamber Annual Dinner and several 140 Character Conferences, to name a few.