



**CITY OF SAINT PETER
AGENDA & NOTICE OF REGULAR MEETING
ECONOMIC DEVELOPMENT AUTHORITY
Thursday, April 23, 2020 – Noon**

VIRTUAL MEETING UNDER M.S. 13D.021 – SEE BELOW FOR LOGIN INFORMATION

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **APPROVAL OF MINUTES**
 - A. March 26, 2020
- IV. **UNFINISHED BUSINESS**
- V. **NEW BUSINESS**
 - A. CBD/ADA Accessibility Enhancement Grants
- VI. **REPORTS**
 - A. COVID-19 Micro Loan Program
 - B. COVID-19 Business Updates
 - C. Loan Deferral Requests
- VII. **ADJOURNMENT**

As provided for in M.S. 13D.021, Economic Development Authority meetings will be conducted by telephone or other electronic means. The EDA meeting of Thursday, April 23, 2020 is accessible electronically by GoToMeeting software available at no charge (link below) or by calling as indicated below. Here is the information necessary to access the April 23rd regular meeting electronically:

From your computer, tablet or smartphone: <https://global.gotomeeting.com/join/673600757>
From your phone (Toll Free): 1 877 568 4106 - One-touch: [tel:+1 877 568 4106 . 673600757](tel:+18775684106)

Access Code: 673-600-757

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/302022645>

Russ Wille
Director of Community Development

**CITY OF SAINT PETER, MINNESOTA
Economic Development Authority
REGULAR MEETING MINUTES – March 26, 2020
VIRTUAL MEETING UNDER M.S. 13D.021**

Call to Order

The meeting of the Saint Peter Economic Development Authority (EDA) was called to order by Community Development Director Russ Wille at approximately 12:03 pm. Roll call was taken with James Dunn, Brad DeVos, Ed Johnson, and Cory Abels in attendance. Members Mike Favre and Bob Southworth were unable to attend. City staff present were Community Development Director Russ Wille, City Administrator Todd Prafke, City Attorney James Brandt, Finance Director Sally Vogel, and Administrative Secretary Cindy Moulton.

Approval of Agenda

A motion was made by Abels, seconded by DeVos, to approve the agenda as presented. With all voting in favor the agenda was approved as presented.

Approval of Minutes

A motion was made by Johnson, seconded by Dunn to approve the Minutes of the February 27, 2020 regular meeting. All members voting aye the minutes were approved as presented.

A motion was made by Johnson, seconded by Dunn to approve the Minutes of the March 10, 2020 special meeting. All members voting aye the minutes were approved as presented.

COVID-19 Micro Loan Program

Wille stated that because of the COVID-19 outbreak 'stay at home order' set out by Governor Walz, several St. Peter businesses are experiencing significant loss of revenue. Cash flow reductions have threatened some businesses ability to meet their immediate needs.

Wille indicated that the City would like to be of some assistance to the businesses, and have developed a COVID-19 Micro Loan Program similar to that of the Construction Mitigation Micro Loan Program developed in 2009 while the Highway 169 project was undertaken.

The Micro Loan is geared towards those businesses that have been impacted by the governor's decision to only allow essential businesses to remain open. As a result nonessential businesses have had a significant loss of revenue. Wille listed the businesses, as identified by City staff, that are eligible for the Micro Loan; Cocktail Lounge, Fitness/Health Club, Restaurants, Hotel/Motel, Club/Lodge, Studio/Gallery, Retail Sales, Daycare Centers, Cultural Services and Public Assembly.

Wille explained that under the proposed guidelines, loans of up to \$10,000, offered at 0% interest, would be available to eligible businesses. Repayment of the loan would be deferred until June 2021 at which time the note would be repaid at a rate of \$100 per month regardless of

the amount borrowed. He added that the Micro Loan are intended to be utilized to make lease, rent, or mortgage payments as well as utility bills.

Wille shared that several agencies are also providing assistance to businesses. The agencies include the Small Business Administration (SBA) which is available to local businesses, the Small Business Employee Program (SBEP) available through the Federal Government and the United Way/Mankato Area Foundation that will provide some funding for non-profits in the area.

Wille noted that Brandt's office will notarize the Promissory Notes and send them to the Community Development Office in order to process the loan.

DeVos suggested that childcare be added to daycare centers. He also felt that since childcare/daycare centers are considered essential services, they should be eligible for a higher loan amount.

A motion was made by DeVos, seconded by Dunn to allow a maximum loan amount to childcare/daycare centers of up to \$25,000.

Abels remarked that DeVos had a very valid point but that childcare/daycare centers or any other business could contact their financial institution or obtain loans from other sources. He added that they may also be eligible to apply for a separate revolving loan.

Abels suggested that the terms of the microloan be consistent and simplified in order to disperse the funds quickly.

Johnson agreed with Abels and reiterated that if additional funds are needed, a separate revolving loan could be applied for.

DeVos agreed that the loan should be simplified and withdrew his motion. Dunn consented to withdraw his second.

Prafke reminded the Authority that additional loan programs are available to businesses. The main goal of the City is to disperse the funds as quickly as possible.

Prafke said that he has been in contact with St. Peter Community Childcare Center (SPC3) and Kids Corner and indicated that there may be financial programs offered to daycares by other agencies in the future.

Wille estimated that between 80 – 90 businesses would be eligible to apply for a Micro Loan. He reported that the Revolving Loan fund has \$2,025,000 on deposit and if \$800,000 was dispersed for Micro Loans, the EDA would still have enough funds remaining to award future revolving loan requests.

Should the EDA make a recommendation to the City Council for the approval of the Micro Loan program, the City Council will hold a special meeting on March 30, 2020 to take action on the recommendation. Once approved, businesses will be notified.

Discussion was held regarding the Micro Loan Resolution. Wille indicated that he has made a correction to 6) and deleted "and shall be distributed at \$1,500/ month. He also proposed to add 7) The maximum amount of an individual loan made under this program shall be

determined by adding the identified mortgage, rent or lease payment to the identified monthly utility expenses and multiplying it by 4. The original #7 was moved to #8.

Prafke suggested that when the documents are fully completed and finalized, they be distributed to Authority members. The information will allow members to answer questions should they be approached by a business owner.

A motion was made by Abels, seconded by Jonson to introduce Resolution No. 2020 – 01 entitled, "A Resolution Recommending The Establishment Of The "COVID-19 Micro Loan Program" To Assist Eligible Saint Peter Businesses With Their Immediate Cash Flow Needs Resulting From The Loss Of Business Attributed To The COVID-19 Virus Outbreak". All members voting aye, the Resolution was passed and adopted.

Reports

Revolving Loan Report – Wille contacted 17 loan recipients with current loan obligations to the EDA. He offered them the option of deferring their loan payments for four months (beginning May 1, 2020 – August 1, 2020 should their business be affected as the result of the COVID-19 virus.

Wille reported that 3 loan recipients responded that their cash flow would be extremely stressed in the short term.

Johnson inquired if the businesses would be required to pay their monthly interest.

Dunn asked if the policy will allow the business to make interest only payments.

Wille indicated that they would not be required to pay the interest but recommended that interest continue to accrue.

Abels felt it would be advantageous for the business to pay the interest if they are able.

DeVos did not feel that interest payments should be required but was in favor of interest accruing over the four month period.

Vogel asked if the revolving loan payments had to be current to qualify for the deferral.

Russ said that it could be included in a written policy.

A motion was made by Dunn, seconded by Johnson to recommend that the implementation of a four (4) month loan deferral of loan payments upon the request of the borrower and to provide an option to the borrower to pay interest only during the four (4) months of the deferral or to defer both principle and interest payments. All members voting aye, the motion carried.

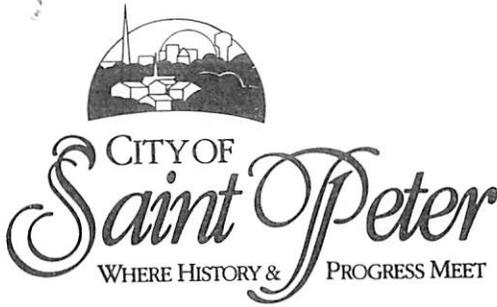
COVID-19 Weekly Business Updates – Abels thanked the City for being proactive in helping the business community in St. Peter.

Minnesota River Bike Trail – The City Council recommended to move forward with the scoping planning of the Minnesota River Bike Trail in the Right-of-Way of Highway 22.

The Pulse - The revolving loan balloon payment was due on December 1, 2019. Wille indicated that he was working with owner Rachel Moore in regards to submitting her loan extension request to the EDA. Wille stated that if Moore continues to make all of her payments, the loan will be paid off December, 2020.

Adjourn

With no further business before the EDA, a motion was made by Devos, seconded by Dunn to adjourn. With all voting in favor the meeting adjourned at 12:44 pm.



Memorandum

To: EDA Members

Date: April 17, 2020

From: Russ Wille, Community Development Director

RE: CBD / ADA Accessibility Enhancement Grants Program

ACTION / RECOMMENDTION

Adopt the attached resolution recommending that the City Council approve Central Business District / Americans with Disabilities Act Accessibility Enhancement grants to Kind Vet Clinic, Swedish Kontur and Riley – Tanis and Associates.

BACKGROUND

In 2019, the EDA recommended, and the City Council adopted the guidelines for the CBD / ADA Accessibility Enhancement Grant Program. The program was developed in an attempt to incent the renovations or alterations to Central Business District properties that enhance the accessibility to those with mobility impairments.

Under the terms of the loan program, the City will finance improvements in the form of a forgivable loan available at a 0% rate of interest. The loan agreement would obligate the building owner to maintain and repair the improvements to maintain accessibility. The loan proceeds would be “forgiven” at a rate of 1/15th per year.

CBD property owners were notified of the program via direct mailing. They were invited to an informational meeting and encouraged to participate.

Businesses were given a few months to prepare their applications which were due by the end of business on February 28th. A total of three applications were submitted for consideration. Applications were received from Kind Vet Clinic, Swedish Kontur and Riley-Tanis and Associates. Each were deemed to be eligible to participate.

Each of the applicants submitted quotes from at least two vendors and each propose the installation of an automatic door system.

Kind Vet Clinic would propose to engage Record Doors to install the automatic door which would be wired by Menk Electric. The quoted cost for Kind Vet Clinic is \$4,500. The quoted price includes both an exterior door and a door within the vestibule.

Swedish Kontur would propose to engage St. Peter Glass for installation with the wiring provided by Ryan Electric. The quoted price for Swedish Kontur is \$3,175.

Riley – Tanis and Associates would also intend to engage Record Doors for installation with the wiring provided by Menk Electric. The quoted price for Riley – Tanis is \$4,550. The quoted price includes both an exterior door and a door within the vestibule.

City Attorney Brandt's office is currently drafting forgivable loan agreements by and between the City of Saint Peter and the three applicants.

It would be my recommendation that the EDA further recommend approval of the three applications to the full City Council who would be expected to consider the matter at their May 12th meeting. A resolution has been prepared for your consideration which would provide such recommendation.

FISCAL IMPACT

The installation of the three automatic door systems total \$12,225. The funds would be accessed from the interest income generated by the revolving loan funds on deposit. Sufficient funding is available to incur the obligation.

	<u>Kind Vet Clinic</u>	<u>Swedish Kontur</u>	<u>Riley - Tanis</u>
	109 West Grace	310 S. Minn. Ave.	324 S. Minn Ave.

Automatic Door	\$ 3,950	\$ 2,800	\$ 3,950
Electrical Wiring	\$ <u>550</u>	\$ <u>375</u>	\$ <u>600</u>

TOTAL:	\$ 4,500	\$ 3,175	\$ 4,550
--------	----------	----------	----------

Intaller:	Record Doors	St. Peter Glass	Record Doors
Electrician:	Menk Electric	Ryan Electric	Menk Electric

CENTRAL BUSINESS DISTRICT

ACCESSIBILITY IMPROVEMENT GRANT PROGRAM

1. PURPOSE

The purpose of this grant program is to establish guidelines and procedures for the administration and implementation of the Central Business District Accessibility Improvement Grant Program designed to finance the renovation or alteration of downtown buildings to enhance the accessibility of the structures to those with mobility impairments.

2. ELIGIBILITY

To improve the handicapped accessibility of structures within the Central Business District CBD), grants awarded under this program may be used for the alteration or renovation of the entryway, doorway or other public access to the participating structure.

3. CONSTRUCTION STANDARDS / PRESERVATION

- 3.1 All renovations or alterations must be completed in conformance with the codes, standards and practices required by the municipal ordinance, state statute, Federal rule or law.
- 3.2 When required by ordinance, the Heritage Preservation Commission shall review and approve the exterior renovation or alteration to any property located within the Heritage Preservation Overlay district as identified in the adopted Zoning Code.
- 3.3 All renovation or alterations to structures within the Heritage Preservation Overlay district shall be undertaken in a manner consistent with the Secretary of Interior's Standards for the Renovation and Rehabilitation of Historic Structures.

4. GRANT RESTRICTIONS

- 4.1 Individual grants awarded under this program shall be limited to \$25,000 per Central Business District property.
- 4.2 Property owners chosen to participate in this program shall guarantee that the improvements financed by the program shall be maintained, repaired or replaced as per the terms of the grant agreement reference in Section 7 of this document.
- 4.3 The property owner shall maintain an insurance policy on the participating property in an amount equal to the debt (mortgages, liens, assessments, etc.) recorded against the real estate.
- 4.4 Grants are intended to finance 100% of the renovation or alteration and will pay for project costs such as design, materials, labor, mobilization and other standard and customary costs of such construction.
- 4.5 Renovation or alterations which cost in excess of \$25,000 may be undertaken if the applicant can demonstrate and document that sufficient funds are on deposit or otherwise immediately accessible to finance the completion of the improvement(s).

4.6 Governmental entities may not participate in the grant program, however, private properties leased or rented to a governmental entity may be eligible to participate in the grant program.

5. GRANT APPLICATION PROCESS

5.1 Grant applications shall be accepted prior to February 28th of each year.

5.2 Each grant applicant shall submit an application to the office of the Community Development Director which at a minimum, contains the following information.

- a. Building ownership
- b. Mailing address
- c. Description of building usage and tenants.
- d. Description of proposed alterations.
- e. Estimated daily customer traffic count.
- f. Photographs of the entry, door or access intended to be renovated to enhance accessibility.
- g. Quotes from at least two licensed building contractors itemizing the cost of the proposed construction project.

6. GRANT REVIEW

6.1 The City Council shall appoint a committee of citizens and city staff to undertake a review of the grant applications submitted by the established deadline.

6.2 Projects that would be undertaken in compliance with the regulations and standards of the American's with Disabilities Act of 1990 may be given priority as opposed to those projects that only improve accessibility.

6.3 Buildings occupied by uses which generate higher customer traffic may be given program priority.

7. GRANT AGREEMENT

7.1 Successful grant applicants will be required to enter into a grant agreement by and between the building owner and City of Saint Peter prior to initiating any improvements to be financed by the grant.

7.2 The grant agreement will obligate that the improvements are completed as approved by the City Building Official and all applicable building codes, standards or regulations established by any municipal, state or federal ordinance, statute or rule.

7.3 The grant agreement will obligate the building owner to maintain or repair the structure following completion of the renovation or alteration until released from the terms and conditions of the grant agreement.

7.4 The grant agreement will obligate the building owner to undertake any maintenance or repair of the improvement as may be ordered by, and to the satisfaction of the City of Saint Peter.

7.5 The building owner will be released from the terms of the grant agreement 15 years after completion of the accessibility improvements financed by the grant program.

7.6 Upon execution of the grant agreement, the document shall be recorded in the office of the Nicollet County Recorder.

8. DISPURSEMENT OF FUNDS

8.1 Successful grant recipients will be provided documentation of grant participation which demonstrates the City's commitment to fund the improvement if they are undertaken as approved by the City Building Official.

8.2 Once the improvement has been completed in the manner prescribed by the City Building Official, the grant funds will be disbursed to the building owner for payment to the licensed building contractors.

8.3 Those property owners which fail to maintain and repair the renovated property as required by the terms and conditions of the grant agreement shall be required to repay a pro rata share of the grant. The grant funds shall be "forgiven" at a rate of 1/15 per year for the life of the grant agreement.

DRAFT

**CITY OF ST. PETER
CENTRAL BUSINESS DISTRICT ACCESSIBILTY GRANT PROGRAM
DEFERRED LOAN REPAYMENT AND MORTGAGE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between _____ and _____, husband and wife, (hereinafter collectively referred to as “Borrower”), and the City of St. Peter, a public body corporate and politic of the State of Minnesota, having its principal office at 227 South Front Street, St. Peter, Minnesota 56082-2538 (hereinafter referred to as “Lender”);

WHEREAS, Lender has paid _____ Dollars (\$_____) on Borrower’s behalf as a loan for handicapped accessibility on property owned and occupied by Borrower (hereinafter referred to as “the Loan”), the receipt and sufficiency of which is hereby acknowledged by Borrower primarily to enhance the handicap accessibility of said real estate being legally described below; and

WHEREAS, Borrower and Lender desire to set forth herein the provisions for Borrower’s repayment of the Loan, and to provide for securing said repayment with a mortgage on the property described below (hereinafter referred to as “the Mortgage”).

NOW, THEREFORE, in consideration of said Loan, the parties hereto do hereby agree as follows:

1. Borrower covenants and agrees with Lender to pay to the order of the Lender the principal sum of the Loan, at the office of the Lender in St. Peter, Minnesota, or at such other place as Lender may designate in writing delivered or mailed to the Borrower, upon the occurrence of any of the following events within the period of 15 years after the date of the Loan as set forth above:
 - a. Unless assumed as provided in paragraph 7, if the real estate hereinafter described is sold, transferred or otherwise conveyed (whether by deed, contract for deed, or otherwise); and whether voluntary or involuntary, either while the Borrower is living or by reason of the death of the Borrower (excluding the transfer of said property by operation of law or devise to a surviving Borrower joint tenant); or
 - b. If the improvements are not completed as approved by the City Building Official and all applicable building codes, standards or regulations established by any municipal, state or federal ordinance, statute or rule; or
 - c. The borrower fails to maintain or repair the improvement for the grant period; or
 - d. That the borrower fails to undertake any maintenance or repair of the improvement as may be ordered by and to the satisfaction of the City of St. Peter.

Absent the occurrence of the events set forth in paragraph 1(a)-(d) above, within 15 years after the date of the Loan as set forth above, upon the commencement of the 16th year after the said date of the Loan, Borrower, at that time and at any time thereafter, shall have no obligation to repay the Loan or any part thereof to Lender.

Repayment of the Loan as required under the terms of this paragraph 1 shall be made to Lender not later than the date of the sale, transfer or other conveyance referred to in paragraph 1(a), above which day is hereby designated for the purposes of this Agreement as the Maturity Date of the Loan.

Repayment of the Loan as required under the terms of this paragraph 1 shall be made to Lender not later than the thirtieth (30th) day after the date of the Notice to the borrower of a violation referred to in paragraph 1(b-d) which violation is not cured within the 30 day notice period, said day is hereby designated for the purposes of this Agreement as the Maturity Date of the Loan.

2. Borrower covenants with Lender that Borrower is eligible for the Loan under the provisions of the City's Central Business District Accessibility Improvement Grant Program, in that:
 - a. The proceeds of the Loan will be used only for alterations, repairs or improvements on or in connection with the property described below, primarily to enhance handicap accessibility to the property; and
 - b. Borrower has made ~~no material~~ misstatement of fact in connection with Borrower's application ~~for the Loan.~~
 - c. Borrower further specifically covenants and agrees with Lender that Borrower's default under the provisions of this paragraph 2 constitutes an event requiring repayment of the Loan in the manner provided in paragraph 1, above, and in an event of default under the provisions of the Mortgage, as referred to in paragraph 4, below.
3. As security for the Borrower's personal covenant and obligation for repayment as herein provided, and subject to the terms and conditions of this Agreement, Borrower hereby grants, and the Lender shall and hereby does have, a Mortgage lien on the real estate hereinafter described, together with all hereditaments and appurtenances thereto, in the full amount necessary to satisfy such repayment obligation and the cost, including reasonable attorney's fees of collecting the same. The said real estate subject to said Mortgage lien is situated in Nicollet County, Minnesota, and is legally described as follows:

SEE ATTACHED EXHIBIT A

4. In the event Borrower or his/her heirs, executors or representatives are in default under the terms and conditions of this Agreement, the Borrower confers upon the Lender the option of declaring all sums then owing by the Borrower immediately due and payable without notice, and hereby authorizes and empowers the Lender to foreclose this Mortgage by judicial proceedings or to sell the mortgaged premises at public auction and convey the same to the purchases in fee simple in accordance with the statute, and out of the money arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fees permitted by Law, which costs, charges and fees the Borrower herein agrees to pay.

The Borrower and Lender further covenant and agree as follows:

- a. Borrower shall be furnished a conformed copy of this Agreement at the time of execution or after recordation.
- b. Upon default of the any covenant or agreement by Borrower under the terms of this Agreement, Lender prior to foreclosure shall mail notice to Borrower as provided herein specifying (i) the nature of the default by the Borrower, (ii) the action required to cure such default, (iii) a date, if such default is capable of being cured by Borrower, not less than thirty (30) days from the date the notice is mailed to Borrower by which such default, if capable of being cured, must be cured; and (iv) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage and sale of the mortgaged premises. The notice shall further inform Borrower of the right, if any, to reinstate after acceleration and the right to bring to court action to assert the nonexistence of a default or any other defense of the Borrower to acceleration and sale.
- c. In addition to any notice required under applicable law to be given in another manner, (i) any notice of the Borrower provided for in this Agreement shall be given by mailing such notice by certified mail addressed to the Borrower at the address of the mortgaged premises, or at such other address as the Borrower may designate by notice in writing to the Lender as provided herein; and (ii) any notice to the

Lender shall be given by certified mail, return receipt requested, to Lender at the following address: City of St. Peter, 227 South Front Street, St. Peter, Minnesota 56082-2538, or to such other address as Lender may designate by notice in writing to the Borrower as provided herein. Any notice provided for in this Agreement shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

5. The Mortgage lien created by this Agreement shall terminate and shall be of no further force or effect in the event Borrower or his/her heirs, executors or representatives are not in default of any of the covenants or agreements contained herein, and Lender has not, on or before _____ (15 years after signature date) (a) commenced an action in the manner provided by statute for the foreclosure of the Mortgage and (b) filed for record a notice of said action, or a power of attorney to foreclose mortgage or a lis pendens referring to the same, in the office of the County Recorder or Registrar of Titles, as the case may be, in the County where said real estate is situated. Lender may, in its sole discretion, extend said termination date of said lien by filing for record, on or before said termination date, an agreement with Borrower or his/her heirs, executors or representatives evidencing such extension.
6. In the event that the property described above is subject, as of the date of this Agreement, to one or more contracts for deed (hereinafter collectively referred to as a "Contract for Deed"), Borrower specifically covenants that the vendor or vendors, as the case may be, of the Contract for Deed (hereinafter collectively referred to as the "Contract Vendor"), has executed this Agreement at the place provided below. The execution of this Agreement by the Contract Vendor shall and hereby is deemed to be for the purpose of establishing and continuing the existence of the indebtedness described herein and the lien granted herein. Accordingly, it is specifically agreed that the Contract Vendor shall not be personally liable by reason of any default which may occur in the performance or by reason of the nonperformance of any of the terms of this Agreement to be performed by the Borrower, and that the Lender shall not seek or be entitled to any personal judgment against the Contract Vendor by reason of any default hereunder, and that the sole remedies of the Lender in the event of any default as against the Contract

Vendor shall be to proceed against the real estate described herein in the manner provided in this Agreement in order to subject it to the repayment of the Loan.

Notwithstanding anything to the contrary contained in this Agreement, in the event that the property described above is subject to a Contract for Deed, it is further agreed by the parties hereto as follows:

- a. The conveyance of fee title by the Contract Vendor to Borrower upon fulfillment of the terms and conditions of the Contract for Deed, and the sale or conveyance by Contract Vendor of the vendor's interest in said Contract for Deed, shall not be events giving rise to repayment of the Loan under this Agreement.
 - b. In the event Borrower desires to obtain first mortgage financing to meet Borrower's obligations under the Contract for Deed referred to in this paragraph 7, Lender hereby agrees to subordinate the lien created by this Agreement for its benefit to said refinancing first mortgage lien, and to execute any and all instruments reasonably required to effectuate said subordination.
 - c. This Agreement constitutes an amendment to the Contract for Deed referred to in this paragraph 7, to the extent that it subordinates said Contract for Deed to the lien of the Mortgage herein created and granted, and the parties hereto agree that any conveyance by Contract Vendor of the premises described above shall be subject to said Mortgage for so long as the Loan is unpaid and outstanding.
7. This Agreement is assumable by a new buyer or transfer upon the written consent of the Lender, which consent shall not be unreasonably withheld or delayed by Seller.
 8. This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of the Borrower shall be joint and several.

9. In the event that any provision or clause of this Agreement shall conflict with applicable law, such conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

IN TESTIMONY WHEREOF, the parties hereto have executed this agreement.

BORROWER:

STATE OF MINNESOTA)
) ss
COUNTY OF NICOLLET)

DRAFT

On this ____ day of _____, 2020, before me, a Notary Public within and for said County, personally appeared _____ and _____, husband and wife, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

James W. Brandt
Brandt Law Office, P.A.
219 W. Nassau, P.O. Box 57
St. Peter, MN 56082

DRAFT

**CITY OF ST. PETER
CENTRAL BUSINESS DISTRICT ACCESSIBILITY
IMPROVEMENT GRANT PROGRAM
ACKNOWLEDGMENT OF RECEIPT OF GRANT FUNDS**

AMOUNT: \$ _____

In connection with the no-interest loan for historic preservation work to restore the property at the address listed as _____, St. Peter. MN, the property owners: _____ do hereby acknowledge receipt of a grant from the City of St. Peter in the amount of \$_____, such grant to cover up to 100% of the total amount for which the owners are eligible for under the Central Business District Accessibility Improvement Grant Program.

Signed this ____ day of _____, 2020

DRAFT

**CITY OF SAINT PETER, MINNESOTA
ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2020 -**

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
CITY OF SAINT PETER)**

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE CENTRAL BUSINESS DISTRICT / ACCESSIBILITY IMPROVEMENT GRANTS TO KIND VET CLINIC, SWEDISH KONTUR AND RILEY-TANIS & ASSOCIATES

WHEREAS, the Saint Peter Economic Development Authority administers the City of Saint Peter Revolving Loan Funds; and

WHEREAS, the City of Saint Peter has established the Central Business District / Americans with Disabilities Act Accessibility Improvement Grant Program to make interest free, forgivable loans to improve the accessibility of properties within the Central Business District; and

WHEREAS, the Economic Development Authority (the "EDA") was granted power to administer all of the loan programs, and to make recommendations to the City Council for disbursement of new loans; and

WHEREAS, guidelines have been established which govern and determine the criteria of the revolving loan programs; and

WHEREAS, applications to participate in the program were due to be submitted on February 28, 2020; and

WHEREAS, applications were received from Kind Vet Clinic (109 West Grace St.), Swedish Kontur (310 South Minnesota Avenue) and Riley-Tanis and Associates (324 South Minnesota Avenue); and

WHEREAS, each of the applicants propose the installation of an automatic door opening system to enhance the accessibility of their properties; and

WHEREAS, it has been determined that each applicant is proposing an eligible renovation and is located within the Central Business District.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF SAINT PETER, NICOLLET COUNTY, MINNESOTA, that the EDA recommends that the City Council award CBD / ADA Accessibility Grant Program funds to the following businesses in the amount indicated.

- | | | |
|----|----------------------|------------|
| 1. | Kind Vet Clinic: | \$4,500.00 |
| 2. | Swedish Kontur: | \$3,175.00 |
| 3. | Riley-Tanis & Assoc. | \$4,550.00 |

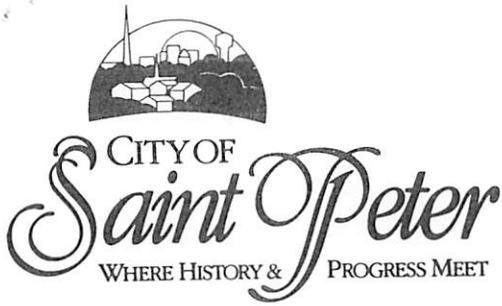
Adopted by the Saint Peter Economic Development Authority this the 23rd day of April, 2020.

James Dunn
President

ATTEST:

Rosten Wille
Community Development Director

20



Memorandum

To: EDA Members

Date: April 17, 2020

From: Russ Wille, Community Development Director

RE: COVID-19 Micro Loan Program

ACTION / RECOMMENDATION

No action necessary or requested.

BACKGROUND

Here is a roster of the businesses that have participated in the COVID-19 Micro Loan Program to date.

A few additional applications may be submitted. The Economic Development Authority and City Council will likely be asked to establish a closing date for applications at a later date.

The businesses participating have expressed their appreciation for the Micro Loan Program and the speed in which the assistance could be provided.

COVID-19 Micro Loan Participants

<u>BUSINESS</u>	<u>ADDRESS</u>	<u>AMOUNT</u>	<u>CLOSED</u>
X St. Peter Eyecare Center	320 Sunrise Drive	\$ 10,000	4/3/2020
X Inspire Bridal Boutique	204 South Minnesota Ave.	\$ 9,482	4/3/2020
X AmericInn	700 North Minnesota Ave.	\$ 10,000	4/3/2020
X Relections Salon	222 South Minnesota Ave.	\$ 2,810	4/3/2020
X Fantastic Sams	1116 South Minnesota Ave.	\$ 10,000	4/7/2020
X Traverse des Sioux Garden	1702 US Highway #169	\$ 10,000	4/3/2020
X Nutter Clothing Co.	320 South Minnesota Ave.	\$ 8,000	4/3/2020
X Diamond Dust Bakery	320 Sunrise Drive	\$ 10,000	4/7/2020
X Cheese & Pie Mongers	317 South Minnesota Ave.	\$ 8,081	4/7/2020
X The Flame Bar	225 West Nassau	\$ 10,000	4/7/2020
X Cornerstone Wellness	220 West Broadway	\$ 10,000	4/7/2020
X Nicollet Café	402 South 3rd Street	\$ 10,000	4/9/2020
X Julee's Jewelry	120 South Minnesota Ave.	\$ 10,000	4/9/2020
X The Pulse Fitness Studio	101 West Broadway	\$ 10,000	4/9/2020
X River Rock Coffee	301 South Minnesota Ave.	\$ 10,000	
X Hey Diddle Diddle Daycare	830 North Sunrise Drive	\$ 7,549	4/10/2020
X 4 the Team	108 South Minnesota Ave.	\$ 10,000	4/10/2020
X Patrick's on 3rd	125 South 3rd Street	\$ 10,000	4/10/2020
X Redmen Club	412 South 3rd Street	\$ 9,972	4/10/2020
X River Rock Bakery & Kitchen	219 Park Row	\$ 10,000	4/10/2020
X Dunkin Donuts	1123 South Minnesota Ave.	\$ 10,000	4/13/2020
X Shannon's Daycare	459 West Skaro Street	\$ 3,331	4/10/2020
X The Great Wall	108 South Minnesota Ave.	\$ 10,000	4/10/2020
X Kids Corner	600 South 5th Street, #106	\$ 10,000	4/10/2020
X Same & Abes Daycare	622 Sunrise Drive	\$ 10,000	4/10/2020
X Knit & Sew World	119 South Minnesota Ave.	\$ 7,778	4/10/2020
X Poshinate, LLC	305 South Minnesota Ave.	\$ 5,552	4/10/2020
X Her Happy Place	217 South Minnesota Ave.	\$ 9,560	4/15/2020
X St. Peter Comm Child Care	500 South 5th Street	\$ 10,000	4/17/2020
X Altelier	424 South Minnesota Ave.	\$ 1,200	4/15/2020
X It's About Time	211 Nassaue Street	\$ 5,022	4/15/2020
X Embassy Bar	325 South Minnesota Ave.	\$ 10,000	4/15/2020
X Jake's Pizza - St. Peter	119 Broadway	\$ 10,000	4/15/2020
X Frey Salon & Spa	429 South Minnesota Ave.	\$ 10,000	4/16/2020
X Don's Appliance	969 Old Minnesota Ave.	\$ 10,000	4/17/2020
X Stone's Throw Gallery	420 N. Minnesota Avenue	\$ 5,095	4/17/2020
X 3rd Street Tavern	408 South 3rd Street	\$ 10,000	4/17/2020
X Lotus Massage & Spa	211 South Minnesota Ave.	\$ 8,052	

\$ 331,484

28

REVOLVING LOAN REPORT		4/13/2020					
		ORIGIANAL	ORINATION	CURRENT	12/31/2019	MONTH-YEAR	
<u>BORROWER</u>		<u>BORROWER</u>	<u>DATE</u>	<u>BALANCE</u>	<u>BALANCE</u>	<u>BALLOON DUE</u>	
Chippewa B	Last pmt 1/10/2020	\$ 100,000.00	7/1/2007	\$ 2,675.29	\$ 40,676.41	Dec-20	240 Fund
Chippewa A	Last pmt 1/10/2020	\$ 100,000.00	12/1/2006	\$ -	\$ 2,579.55	Dec-20	
Azure Skye/Bertram		\$ 16,003.00	1/1/2019	\$ 13,869.24	\$ 14,402.68	Dec-28	
David Bushaw		\$ 20,000.00	12/1/2016	\$ 13,333.20	\$ 13,833.21	Nov-26	
Building Good Communities LLC		\$ 39,834.00	10/1/2017	\$ 36,380.63	\$ 36,731.61	Aug-22	
Flame Bar/Mike Hobday		\$ 25,000.00	11/1/2019	\$ 23,750.02	\$ 24,583.34	Oct-27	
Hey Diddle Diddle		\$ 42,400.00	5/1/2016	\$ 9,788.09	\$ 12,004.26	Apr-21	
Kaduce Properties		\$ 16,831.00	9/1/2017	\$ 12,342.68	\$ 14,586.84	Aug-27	230 Fund
Mayer - Chabeans		\$ 25,000.00	7/1/2016	\$ 16,041.81	\$ 19,375.09	Jun-26	
River Rock Bakery & Kitchen		\$ 40,000.00	4/1/2016	\$ 25,498.59	\$ 30,254.89	Feb-21	
JAEL Properties		\$ 65,008.00	8/1/2014	\$ 50,116.32	\$ 51,051.44	Jul-24	
K&C/ Stelter		\$ 25,000.00	1/1/2020	\$ 24,166.68	\$ -	Dec-29	
Kottke/Spring Touch Real Estate Holdings		\$ 500,000.00	9/1/2015	\$ 408,576.22	\$ 415,538.84	Aug-20	
Rachel More/The Pulse		\$ 20,356.75	2/1/2013	\$ 2,589.51	\$ 3,282.66	Feb-20	240 Fund
St. Peter Food Coop		\$ 350,000.00	4/1/2011	\$ 218,008.10	\$ 223,557.66	Dec-20	
Tanis Brothers		\$ 59,012.00	9/1/2014	\$ 45,706.71	\$ 46,553.46	Aug-24	
IHN III/E.I. Micro Circuit / <i>Check due Apr & Oct 1st</i>		\$ 365,211.20	4/1/2005	\$ -	\$ 24,347.44	paid	240 Fund
Total Entertainment/Tramp		\$ 6,000.00	2/1/2010	\$ -	\$ 900.00	OPEN	240 fund
Traverse des Sioux Enterprises/ <i>Check due Feb & Aug 1st</i>		\$ 416,673.18	8/1/2009	\$ 111,112.76	\$ 152,780.09	Jan-24	230 Fund
PJ's Pizza		\$ 5,629.47	2/1/2010	\$ 5,629.47	\$ 5,629.47	JUDGEMENT	
		\$ 2,237,958.60		\$ 1,019,585.32	\$ 1,132,668.94		
			Loan 230	Loan 240	Loan 250		
LOAN FUND BALANCES <small>(report from Brenda)</small>		\$ 2,033,566.80	\$ 607,390.86	\$ 1,275,114.51	\$ 151,061.43		
LOANS OUTSTANDING		\$ 1,019,585.32					
		\$3,053,152.12					