Meeting Agenda

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – March 22, 2021
4. Approval of the Bills – April 26, 2021
5. New Business
   5.1. Façade Request – Luke’s Café (Pete & Ruth Schoepner)
   5.2. Forgivable Loan Request - Building Good Downtown’s – Elevator Updates
6. Other Business
7. Adjournment - Next Meeting: Monday, May 24, 2021 at 5:15pm

*Please register for Le Sueur Economic Development Authority (EDA) Regular Meeting on April 26, 2021 at 5:15pm CDT at:

https://register.gotowebinar.com/register/1166550365724701198

After registering, you will receive a confirmation email containing information about joining the webinar.
A regular meeting of the Economic Development Authority (EDA) was held on Monday, March 22, 2021 at 5:15 p.m. virtually via Go to Meeting with the following EDA Members present; Dan Mahoney, Melissa Meger, Marvin Sullivan, Irene Manke, Dave Swanberg, Jackie Fahey, and Jesse Wenisch. Members Absent: None.

Motion by Member Swanberg, seconded by Member Sullivan, to approve the agenda as written. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Motion by Member Sullivan, seconded by Member Manke approving the minutes of the November 23, 2020. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Motion by Member Swanberg, seconded by Member Manke approving the minutes of the February 22, 2021. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

A Motion by Member Sullivan, seconded by Member Meger, approving the bills of March 22, 2021. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, and Sullivan. Members Voting no: None. Motion carried.

Item 6.1. Welcome Jackie Fahey: Jackie gave a brief introduction and was welcomed by the EDA.

Item 6.2. 2021 Kiewatt Farm Lease: The EDA has leased 143.85 acres of land adjacent to 169 to Scott and Douglas Kiewatt for the past few years. They have requested the ability to rent it again for 2021. The proposed rental contract has a lease value of $16,205.10. A motion by Member Sullivan, seconded by Member Meger to approve the Members Voting in favor: Meger, Manke, Mahoney, Fahey, and Sullivan. Members Voting no: Member Wenisch. Motion carried.

Item 7. Other Business: None.

A motion by Member Meger, seconded by Member Manke to adjourn the meeting. Members Voting in favor: Meger, Manke, Mahoney, Wenisch, Swanberg, Fahey, and Sullivan. Members Voting no: None. Motion carried.

Respectfully submitted,
Samantha DiMaggio, EDA Executive Director/Community Development Director
# EDA Approval Report for April 26, 2021

By Fund

Post Dates 3/23/2021 - 4/26/2021

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Vendor Name</th>
<th>Description (Item)</th>
<th>Payable Number</th>
<th>Account Number</th>
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<td>CITY OF LE SUEUR</td>
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Department 46500 - ECONOMIC DEVELOPMENT ASSIST Total: 316,188.08

Fund 380 - EDA GENERAL FUND Total: 316,188.08

Grand Total: 316,188.08
# Fund Summary

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<thead>
<tr>
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<th>Payment Amount</th>
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<tr>
<td>380 - EDA GENERAL FUND</td>
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**Grand Total:** 316,188.08

# Account Summary

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<td>FICA CONTRIBUTIONS</td>
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<td>380-46500-131</td>
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<td>380-46500-133</td>
<td>REAL ESTATE TAXES</td>
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</table>

**Grand Total:** 316,188.08

# Project Account Summary

**Project Account Key:** **None**

**Grand Total:** 316,188.08
TO: Economic Development Authority  
FROM: Samantha DiMaggio  
SUBJECT: Façade Request – Lukes Café - Peter and Ruth Schoeppner  
DATE: Monday, April 26, 2021

PURPOSE/ACTION REQUESTED  
The EDA should consider approving a Façade Improvement Program Forgivable Loan for Luke’s Café.

SUMMARY  
Pete and Ruth Schoeppner have purchased 205 South Main Street in downtown Le Sueur. They are currently rehabbing the interior of the building and upon completion, they plan to open Luke’s Café.

They have started remodeling the interior of the building. Their remodel plans include new furniture and fixtures, lights, ceiling tiles, floor, bathrooms, counters, and storage areas. There are also apartments on the second floor, and they have already remodeled one of them. The total estimated costs for the entire rehab are $100,000.

They are requesting a deferred/forgivable loan in the amount of $10,000. If approved, the following work will be completed to the exterior of the building:

- Installation of a new doors, windows, and signage.

The total estimated project costs for the exterior improvements are $19,860. A second estimate was received which showed the total project cost being $24,656.

The EDA has $10,000 budgeted in 2021 for the façade program and approximately $300,000 in their banking account.

RECOMMENDATION  
Staff recommends the EDA award up to $10,000 to Peter and Ruth Schoeppner and authorize the Chair and Executive Director to execute the repayment agreement.
The City of Le Sueur is proud of its historic downtown and encourages property owners to maintain and invest in their properties to preserve them as profitable businesses and attractive destinations for years to come. The Le Sueur Economic Development Authority’s (EDA) Façade Improvement Loan Program allows businesses to apply for a forgivable loan for exterior building improvements.

**HOW IT WORKS**
For successful applicants, the EDA pays up to 50% of project costs for eligible exterior-building improvements. The maximum award is $5,000. Awarding of loans is dependent upon availability of funding.

**LOAN FORGIVENESS**
Forgiveness of a loan take place over a five-year period with 20% of the award forgiven annually. The EDA is willing reassess this if the property is sold or transferred. Façade improvement awards range between $500-$5,000. Equal/matching funds are required of the business/property owner. For projects over $20,000, the business owner is required to pay the additional funds required to complete the project. The maximum EDA contribution is $5,000. The EDA may consider increased awards for renovations to historic commercial properties. Businesses must be located in the B-1 Central Business District or the B-2 Fringe Commercial District. Two bids are required with the lowest bid awarded. The EDA must approve of the project prior to working commencing. Awarding of loan depends on the availability of funding in a given year.

### APPLICANT INFORMATION

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Peter &amp; Ruth Schoenmcka</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>228 S. Main St</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Le Sueur MN 56058</td>
</tr>
<tr>
<td>Phone:</td>
<td>507-665-1863</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:peter@schoenmcka.com">peter@schoenmcka.com</a></td>
</tr>
</tbody>
</table>

### PROPERTY INFORMATION

<table>
<thead>
<tr>
<th>Business/Occupant Name:</th>
<th>LUKES KRC LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address:</td>
<td>205 S. Main St</td>
</tr>
<tr>
<td>Property ID:</td>
<td></td>
</tr>
<tr>
<td>Age of Building:</td>
<td>Old</td>
</tr>
<tr>
<td>Number of stories:</td>
<td>2</td>
</tr>
<tr>
<td>Is the property currently vacant? (Yes or No) If Yes, Length of Vacancy:</td>
<td>Yes, 2 yrs.</td>
</tr>
<tr>
<td>Estimated Cost or Proposed Work:</td>
<td>$20,000</td>
</tr>
<tr>
<td>Requested Loan Amount:</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Description of Proposed Improvements:

```
Remove front, including doors, windows, etc. 
Put in energy efficient windows, doors, add sign, etc. to open a restaurant.
```
ELIGIBLE EXPENSES
Improvement of the building exterior or visible from the street such as:
- Masonry repairs and pointing
- Façade painting, repair, reconstruction or replacement of historic features
- Storefront restorations, replacement or enhancements
- Awnings or canopies
- Signage and exterior lighting
- Gutter and downspouts
- Handicap accessibility
- Window and door repair or replacement or entrance modifications
- Any other items deemed appropriate by the EDA

NOTES TO APPLICANT

City staff or other authorized representatives of the Le Sueur EDA have the right to inspect the property to be improved at any time from the date of application upon giving notice to the owner and occupants.

Submittal Checklist:

- Completed Loan Application
- Renderings and/or plan drawings showing proposed improvements
- Minimum of two (2) contractors' bids or proposals with a breakdown of itemized costs
- Proof of insurance on the building

I certify that all statements on this application are true and correct to the best of my knowledge. I understand that any intentional misstatements will be grounds for disqualification. I authorize program representatives the right to access the property to be improved for the purpose of the loan program and to take photographs of the structure before and after rehabilitation. I understand that I am responsible for obtaining appropriate building permits, per the City of Le Sueur building codes. In the case of improvements that do not require a city-issued building permit, the applicant must submit the name and state license number of the contractor completing the work and agree to an inspection of the work by a City Building Official. I understand that I will make the final selection of the improvements to be made with the loan funds and the contract for improvements will be solely between me and the contractor(s). The administering agency will not be liable for an inadequate performance of the contractors(s).

[Signature]
Signature of Applicant or Authorized Representative
4/19/21
Date

[Signature]
Signature of Property Owner

OFFICE USE ONLY

Received By: 
Date Received: 

Date Approved by EDA: 
Notes:

Submittal Checklist:

- Completed Loan Application
- Renderings and/or plan drawings showing proposed improvements
- Minimum of two (2) contractors' bids or proposals with a breakdown of itemized costs
- Proof of insurance on the building

203 South 2nd St., Le Sueur, MN 56058
Phone: (507) 665-6401 • Fax: (507) 665-3813 • Web: www.cityoflesueur.com
Repayment Agreement
City of Le Sueur
Façade Improvement Program Loan

THIS AGREEMENT made and entered into this 26th day of April 2021 by and between Lukes, LLC dba Lukes Cafe (hereinafter referred to as “Owner”), and the Economic Development Authority for the City of Le Sueur, having its principal office at 203 South 2nd Street, Le Sueur, Minnesota 56058 (hereinafter referred to as “Lender”).

WHEREAS, on the 26th day of April 2021, hereinafter referred to as the “effective date”, The Lender agreed to grant to the Owner a Deferred Payment Loan, hereinafter referred as “Deferred Loan,” relating to the real estate hereinafter described, in the amount of $10,000.

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

1. That the Owner promises to use the proceeds of the Deferred Loan for the purposes of façade improvements for the building located at 205 South Main Street, in the City of Le Sueur, Minnesota. These approved improvements include:

<table>
<thead>
<tr>
<th>Approved Improvements</th>
<th>Lukes, LLC</th>
<th>Le Sueur EDA</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacement of Doors and Windows</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Total</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

2. That if the Owner sells, transfers or otherwise conveys the real estate hereinafter described, within a period of five (5) years from the effective date of the Deferred Loan, the Owners will pay to Lender a pro-rated share of the Deferred Loan equal to twenty percent (20%) of the amount of the Deferred Loan for each year prior the sale.

3. That any such repayment shall be made to the Lender no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as the Lender, in its sole discretion, may designate.

4. That as security for the Owner’s obligation of repayment, and subject to the terms and conditions of this Agreement, the Owner hereby grants, and Lender shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney’s fees, of collecting the same.
5. The Deferred Loan shall be for façade improvements at 205 South Main Street and shall not exceed $10,000. The Deferred Loan funds shall be disbursed by the EDA to the Owner only after the Authority has received from the Owner documentation of final expenses (i.e., sworn construction statement) and proof the Owner has paid the contractor in full for the work performed.

6. The real estate subject to said lien is situated in Le Sueur County, Minnesota, is located at 205 South Main Street, property tax identification number is 21.800.2760 and is legally described as:

Commencing at the Northwesterly corner of Lot numbered Ten (10), in Block Numbered Thirty-three (33), Town of Le Sueur, Le Sueur County, Minnesota; proceeding thence Southeasterly along the Northerly line in said Lot, 70 feet to a point; proceeding thence Southwesterly on a line parallel to the Westerly line in said Lot, 25 feet to a point; proceeding thence Northwesterly on a line parallel to the Northerly line of said Lot, 70 feet to the Westerly line of said Lot; proceeding thence Northeasterly along the Westerly line of said Lot, 25 feet to the point of beginning; the same consisting of the North Half (N½) of the West 70 feet of Lot Numbered Ten (10), Block Numbered Thirty-three (33), Town of Le Sueur, Le Sueur County, Minnesota, subject to existing party wall leases and easements, the benefits and obligations of which are herewith conveyed and assumed.

Said description being in accordance with the recorded maps and plats thereof on file and of record in the Office of the County Recorder in and for Le Sueur County, Minnesota.

7. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), the Owner or the heirs, executors, or representatives shall give the Lender notice thereof.

8. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), the Owner or the heirs, executors, or representatives shall give the Lender notice thereof.

9. In the event the Owner or the heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the Lender may, with or without notice to the Owner, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.

10. Said lien shall terminate and shall be of no further force or effect in the event the Lender has not, on or before April 26, 2026, commenced an action in the aforesaid manner to foreclose the same.

11. This Agreement shall run with the aforesaid 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.
12. If this agreement is executed by a contract for deed vendor or a mortgagee of the property, as the Owner, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described herein and the lien granted herein. However, in the event of default of the terms hereof, neither the Lender nor its assignees shall take any action against such contract for deed vendor except such as may be necessary in order to subject to the satisfaction of said indebtedness the property described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Lukes, LLC  Economic Development Authority for
City of Le Sueur

By __________________________       By __________________________
  Mrs. Ruth Schoeppner          Jesse Wenisch, President

By __________________________       By __________________________
  Mr. Peter Schoeppner          Samantha DiMaggio, Executive Director

STATE OF MINNESOTA    )
  ) ss
COUNTY OF LE SUEUR     )

The foregoing instrument was acknowledged before me this _____ day of _____________, 2021, by Mrs. Ruth Schoeppner, Lukes, LLC.

____________________________
Notary Public
My Commission Expires: __________

STATE OF MINNESOTA    )
  ) ss
COUNTY OF LE SUEUR     )

The foregoing instrument was acknowledged before me this _____ day of _____________, 2021, by Mr. Peter Schoeppner, Lukes, LLC.

____________________________
Notary Public
My Commission Expires: __________
The foregoing instrument was acknowledged before me this _____ day of ________________, 2021, by Jesse Wenisch, President of the Economic Development Authority of the City of Le Sueur, Minnesota, on behalf of the Economic Development Authority.

_____________________________
Notary Public
My Commission Expires: ____________

The foregoing instrument was acknowledged before me this _____ day of ________________, 2021, by Samantha DiMaggio, Executive Director of the Economic Development Authority of the City of Le Sueur, Minnesota, on behalf of the Economic Development Authority.

_____________________________
Notary Public
My Commission Expires: ____________

This instrument is exempt from registration tax under Section 287.06 of Minnesota Statutes.

DRAFTED BY:
City of Le Sueur
203 South Second Street
Le Sueur, MN 56058
TO: Economic Development Authority
FROM: Samantha DiMaggio
SUBJECT: Forgivable Loan Request - Building Good Downtown’s – Elevator Updates
DATE: Monday, April 26, 2021

PURPOSE/ACTION REQUESTED
The EDA should consider approving a Forgivable Loan for Building Good Downtown’s, LLC.

SUMMARY
The Economic Development Authority (EDA) has a Revolving Loan Fund with a balance of approximately $300,000. These funds have historically been used to issue loans to local businesses.

Building Good Downtown’s, owner of Tiller and Main, is requesting a forgivable loan from the Revolving Loan Fund in the Amount of $50,000. The mall owners have been renovating the mall which was initially estimated to cost $4,000,000. They were previously awarded $300,000 in funds from the EDA for Façade improvements and $452,864 in Tax Increment Financing to be used in the general redevelopment costs. Unfortunately, the elevator repairs were not included in the project scope. They are now asking for financial assistance to update the elevator inside the mall. If awarded, the funds will go towards the engineering, manufacturing, installation, and improvement of the elevator to meet current elevator codes.

The owners are requesting the assistance in order to keep the renovations affordable and not exceed what local tenants can afford for rental rates. The updates will improve ADA access and mobility for customers, residents, and visitors of the newly redeveloped mall by bringing. Without the funds, the elevator is likely to be pulled out of service. The total estimate for the work is $49,471.40 ($11,250 electrical contractor and $38,211.40 from elevator repair company).

RECOMMENDATION/OPTIONS
Staff recommends the EDA award up to $50,000 to Building Good Downtown is for the elevator updates and authorize the Chair and Executive Director to execute the repayment agreement.
CITY OF LE SUEUR ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND APPLICATION

SECTION 1: CONTACT INFORMATION

Legal Name of Business: Building Good DOWNTOWNS, LLC
Project Site Address: formerly 202 Valley Green Sq, now 101 Main Street South
City / State / Zip: Le Sueur Mn 56058
Primary Business Contact Person(s): Lisa Finch
Phone: 507.625.4715
Email: lisa@cbcfishergroup.com
Check One: Proprietor x Corporation Partnership

SECTION 2: PROJECT OVERVIEW

Amount Requested: $65,000.00
Total Project Cost: ~4,000,000.00

Please provide a brief summary of your company and its products and/or services. Building Good DOWNTOWNS LLC is the ownership group of the property and whose principle partners have experience in renovating and revitalizing underutilized downtown properties. With successful projects in multiple regional cities, they have a proven track record in managing capital reinvestment.

Please provide a brief summary of the proposed project. This project aims to improve ADA access and mobility for customers, residents and visitors of the newly redeveloped Valley Green Mall by bringing the elevator up to a standard that meets code. Without it, the elevator is likely to be pulled out of service.

Please describe how these funds will impact your project. The funds will go towards the engineering, manufacturing, installation and improvement of the current elevator to meet current elevator codes. Funds are also needed to keep project costs affordable and not exceed what local businesses can afford for rental rates. This project is retaining several original local retailers and has attracted new businesses to Le Sueur and the owners want to be budget conscious to the the market.
SECTION 5: JOB CREATION (if applicable)

Current number of Employees (working at Le Sueur location):
Multiple tenants retained (quantity unknown)

Total number of jobs to be created (in Le Sueur) over the next two years:
Multiple residents and tenants retained and/or added to downtown (quantity unknown)

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<th>Job Title</th>
<th>Number of Positions</th>
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SECTION 6: REQUIRED ATTACHMENTS CHECKLIST

Please attach the following with completed application:

N/A 1. Written Business Plan, including the following:
   a. Business overview and company history and ownership
   b. Date Established
   c. Products/Services
   d. Future Plans

N/A 2. Two Years of Historical Financials and Financial Projections (remodel)

N/A 3. Personal Financial Statements of Proprietor, Partners, Guarantors cannot be released

Attached 4. Letter of Commitment from Financing Sources

SECTION 7: AGREEMENT

I/We certify that all information provided in this application (and its attachments) is true and correct to the best of my/our knowledge. I/We authorize the City of Le Sueur to check credit references and verify financial and other information. I/We agree to provide any addition information as may be requested by the City of Le Sueur and the Le Sueur Economic Development Authority.

APPLICATION SIGNATURE: [Signature]

PRINTED NAME & TITLE: David Schooff, owner

DATE: 4/22/2021
SECTION 3: ESTIMATED PROJECT COSTS

Land: $
Site improvements: $
New Building: $
Equipment/Machinery: $ 65,000.00
Remodeling/Renovation: $
Demolition: $
Working Capital: $
Permits/Fees: $
Other (attach description) $

Total Costs $ 65,000

SECTION 4: SOURCES OF FINANCING

Bank Loan: $ 4,000,000.00 Traditional bank loan
Bank Name: Minn Star Bank/CCF Bank
Loan Officer Name & Contact Info: Mark Monson 507-625-6816 mark.monson@minnstarbank.com

Additional Bank Loan (if applicable): $
Bank Name: $
Loan Officer Name & Contact Info: 

Additional Private Funds (amount & source): $
Owner/Business Equity: $
State Funding (amount & program): $
Federal Funding (amount & program): $
Other Sources of Funding (amount and description): see attached form from City of Le Sueur

Total Financing: $ 4,000,000 plus city and EDA/TIF Funding
Sworn Statement for Contractor and Subcontractor

COUNTY OF __________ Property Address __________ Valley Green Square, Le Sueur, MN 56058
Le Sueur ___________ Property Owner ___________ Building Good Downtowns LLC

NOTE: 1. All subcontractors and suppliers are to be listed with type of work and amounts.
2. Lien waivers from subcontractors and suppliers should have all blanks completed.
3. This statement and waivers are to be submitted to Commercial Partners Title prior to closing.

<table>
<thead>
<tr>
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<td>Plumbing/HVAC</td>
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<td>BLK Electric Inc 1900 Lookout Drive, North Mankato, MN 56003</td>
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The undersigned, being first duly sworn, each for himself, as contractor and/or owner of the property at the address shown herein, deposes and says that the forgoing are the names of all parties having contracts or subcontracts for the purpose of furnishing labor or material for said property, and the amounts due and to become due to each of said parties; that the items mentioned include all labor and material required to complete said building according to plans and specifications; that there are no other contracts outstanding; and that there is nothing due or to become due to any person for material, labor or work of any kind done upon said building other than stated.

I hereby certify that I know of no other persons or entities who have contracted to perform any labor or supply any materials on the above described parcel.

I hereby further certify that the last date materials were furnished or labor was performed that covered by this statement is:

[Signature]

Contractor's Signature

Owner's Signature

Subscribed, and sworn to before me this 14th day of February, 2021

[Signature]

Notary Public
Hi Lisa,

The upgrades are necessary for life safety at the mall. If we do not do the upgrades the inspector will red tag the elevator upon inspection and shut it down until the upgrades are completed.

Also, please see attached for added cost from the electrician.

Thanks,

Brian Barnett | Brennan Companies
Project Manager
201 N Riverfront Drive, Suite 210
Mankato, MN 56001
P 507-625-5417 | C 507-382-6961 | F 507-625-4805
www.bcofmn.com
BLK Electric Inc. proposes to install all electrical equipment, material; tools, inspection fees and labor; to wire the following items at the Green Valley Mall for the sum of $11,250.00

This quote is to do wiring to bring elevator up to code

- Install 100amp shunt trip breaker in machine room to feed elevator
- Install 2 new led lights in machine room
- Install smoke and heat detector in machine room
- Install a smoke detector on each floor in front of the car door access
- Install gfci outlet in the pit
- Install 2 led water tight fixtures in the elevator pit
- Install dedicated 15 amp car light circuit with lockable disconnect
- Supply all relays for elevator car recall

This proposal is good for 30 days, if you have any questions, please call.

Sincerely,

Scott Wangen
Scott Wangen

Accepted by: ____________________________________________

Date: ____________________________________________

BLK ELECTRIC INC.'S MISSION is to be the preferred Electrical Contractor: continually improving our knowledge and abilities to meet your electrical needs.
Elevator Repair Agreement

EQUIPMENT LOCATION:
Brennan Companies
Valley Green Square
LeSueur, MN 56058

ELEVATOR DESCRIPTION:
Elevator ID: MN314X
Description: ELEV 1 - ONLY

SUBMITTED TO:
Brennan Companies
Valley Green Square
LeSueur, MN 56058

ATTN:
Brian Barnett
507-382-0961
bbarnett@bcofmn.com

Date: 4/19/2021
QUOT NUMBER: 4705 - Rev 1

Type of Work: Repair

This Repair Agreement ("Agreement") is proposed as of this 19th day of April, 2021 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": Brennan Companies, Valley Green Square, LeSueur, MN 56058. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

We propose hereby to furnish material and labor for (1) 2000lb hydraulic passenger elevator(s):

The size of the elevator cab will not change. The work we are recommending is as follows:

NEW CONTROLLER:
• New solid-state controller with a built in soft start as manufactured by Vertiron Midwest, Inc. This controller will be nonproprietary and anyone will be able to work on it in the future. No programming tool will be needed to work on this new controller.
• MEI will sign a non-proprietary affidavit should we be awarded this work.

NEW HOISTWAY EQUIPMENT:
• New selector for smooth transition into leveling

HOISTWAY & MACHINE ROOM WIRING:
• All associated wiring will be added if required for the new parts as needed.

MISCELLANEOUS ITEMS:
portion of the work based on all work being performed Monday through Friday between the hours of 7:00 a.m. – 4:00 p.m.

SPECIAL CONDITIONS:
• This proposal does not include any provisions for running the car for related work contractors. If access to the hoistway is required, the time will be billed as an add to this contract.

MATERIALS:
• Materials used shall be specified manufacturer’s standard design and comply with all duty requirements of this Section.

WORK TO BE COMPLETED BY OWNER/OTHERS.
If required by the General Contractor or Local AHU

GENERAL:
The controller and associated materials for this project are being installed per the Owners Request.

All parts installed will be installed on the basis of "Like For Like" code to comply with Door Monitoring code required by the State of MN.

MEI is only responsible for the permitted work that is detailed above.

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI’s then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI’s Terms and Conditions (the "T&C").

PAGE 1
Price:

$38,221.40

Customer shall pay to MEI the amount of: $38,221.40 for the work performed per the Scope of Work as specified in Section 1 of this Agreement. The fee is inclusive of any applicable sales tax at an estimated rate per the information provided by Customer at the time of Proposal. Any changes to tax rates due to circumstances beyond the control of MEI will remain the responsibility of Customer. The pricing in this Agreement is only valid for 90 days from the Effective Date listed above.

Payment Terms:

All Repair Fees are due and payable to MEI on the following schedule:

- 40% of the Repair Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- The balance of the Actual Repair Fee will be billed upon completion of the Work and will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final Invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersedes the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)
Approved by Authorized Representative

Signed:_________________________________________

Date:_________________________________________

Print Name:___________________________________

Accepted by:
MEI Total Elevator Solutions
Approved by Authorized Representative

Signed:_________________________________________

Date:_________________________________________

Print Name: Kirk Yungeberg
MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators or insurance tracking. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials, and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in materials and workmanship for twelve (12) months from the date of installation (the "Warranty"). Any refurbished parts, if available, carry a warranty that the parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine room(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge-out rates and in addition to the Repair Fee.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injuries to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) DAMAGES: IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) MAXIMUM LIABILITY. EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (i) $25,000; OR (ii) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) EXCLUSIVE REMEDY. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

5. Indemnification. Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, agents, affiliates, successors and assigns, (collectively, "Indemnified Party"), against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Indemnified Party or otherwise awarded against the Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party, its employees or agents (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct) or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to the negligence or misconduct of Customer, its employees, agents, or contractors.
6. Default. An event of default ("Event of Default") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI, and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI’s rights and obligations under the Agreement, and may subcontract any portion of MEI’s performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer’s facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers’ obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer’s breach of the covenants contained herein may also be enforced in any other state where such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action.
Repayment Agreement
City of Le Sueur
Deferred Loan

THIS AGREEMENT made and entered into this 26th day of April 2021 by and between Building Good Downtown’s, LLC (hereinafter referred to as “Owner”), and the Economic Development Authority for the City of Le Sueur, having its principal office at 203 South 2nd Street, Le Sueur, Minnesota 56058 (hereinafter referred to as “Lender”).

WHEREAS, on the 26th day of April 2021, hereinafter referred to as the “effective date”, The Lender agreed to grant to the Owner a Deferred Payment Loan, hereinafter referred as “Deferred Loan,” relating to the real estate hereinafter described, in the amount of $50,000.

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

1. That the Owner promises to use the proceeds of the Deferred Loan for the purposes of elevator improvements for the building located at 101 Main Street South, in the City of Le Sueur, Minnesota.

2. That if the Owner sells, transfers or otherwise conveys the real estate hereinafter described, within a period of five (5) years from the effective date of the Deferred Loan, the Owners will pay to Lender a pro-rated share of the Deferred Loan equal to twenty percent (20%) of the amount of the Deferred Loan for each year prior the sale.

3. That any such repayment shall be made to the Lender no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as the Lender, in its sole discretion, may designate.

4. That as security for the Owner’s obligation of repayment, and subject to the terms and conditions of this Agreement, the Owner hereby grants, and Lender shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorney’s fees, of collecting the same.

5. The Deferred Loan shall be for elevator improvements at 101 Main Street South and shall not exceed $50,000. The Deferred Loan funds shall be disbursed by the EDA to the Owner only after the Authority has received from the Owner documentation of final expenses (i.e. sworn construction statement) and proof the Owner has paid the contractor in full for the work performed.
6. The real estate subject to said lien is situated in Le Sueur County, Minnesota, is located at 101 Main Street South, property tax identification number is 21.800.2690 and is legally described as:

Real property situate in the City of Le Sueur, County of Le Sueur, State of Minnesota, legally described as follows:

Beginning at the Northeasterly comer of Lot 9, Block 32, Town of Le Sueur; thence Southerly along the Easterly line of Lots 9 through 16 inclusive, 399.79 feet to the Southeasterly comer of Lot 16; thence deflecting right 89 degrees 59.9 minutes along the Southerly line of Lot 16 and the Westerly extension thereof, 187.73 feet to the centerline of Main Street; thence deflecting right 90 degrees 02.1 minutes along the centerline of Main Street, 352.80 feet; thence Easterly and parallel with the Southerly line of Bridge Street, a distance of 35.60 feet; thence Northerly and parallel with the centerline of Main Street, a distance of 20.00 feet; thence Westerly and parallel with the Southerly line of Bridge Street, a distance of 9.90 feet; thence Northerly and parallel with the centerline of Main Street, a distance of 27.00 feet to the intersection of the Westerly extension of the Northerly line of Lot 9 in said Block 32; thence deflecting right 89 degrees 58.2 minutes along the Northerly line of Lot 9 and extension thereof, 161.80 feet to the place of beginning.

7. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), the Owner or the heirs, executors, or representatives shall give the Lender notice thereof.

8. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract for deed at least ten (10) days prior to such date of sale), the Owner or the heirs, executors, or representatives shall give the Lender notice thereof.

9. In the event the Owner or the heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the Lender may, with or without notice to the Owner, foreclose said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.

10. Said lien shall terminate and shall be of no further force or effect in the event the Lender has not, on or before April 26, 2026, commenced an action in the aforesaid manner to foreclose the same.

11. This Agreement shall run with the aforesaid 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.

12. If this agreement is executed by a contract for deed vendor or a mortgagee of the property, as the Owner, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described herein and the lien granted herein. However, in the event of default of the terms hereof, neither the Lender nor its assignees shall take any action against such contract for deed vendor except such as may be necessary in order to subject to the satisfaction of said indebtedness the property described herein.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Building Good Downtown’s, LLC                                          Economic Development Authority for City of Le Sueur

By ___________________________                                            By ___________________________

         Mr. David Schooff                                               Jesse Wenisch, President

Its ___________________________                                              By ___________________________

         Samantha DiMaggio, Executive Director

STATE OF MINNESOTA    )
COUNTY OF LE SUEUR    ) ss

The foregoing instrument was acknowledged before me this _____ day of ________________, 2021, by Mr. David Schooff, Building Good Downtown’s, LLC.

_____________________________
Notary Public
My Commission Expires: ___________
The foregoing instrument was acknowledged before me this day of , 2021, by Jesse Wenisch, President of the Economic Development Authority of the City of Le Sueur, Minnesota, on behalf of the Economic Development Authority.

_____________________________
Notary Public
My Commission Expires: ____________


The foregoing instrument was acknowledged before me this day of , 2021, by Samantha DiMaggio, Executive Director of the Economic Development Authority of the City of Le Sueur, Minnesota, on behalf of the Economic Development Authority.

_____________________________
Notary Public
My Commission Expires: ____________

This instrument is exempt from registration tax under Section 287.06 of Minnesota Statutes.

DRAFTED BY:
City of Le Sueur
203 South Second Street
Le Sueur, MN 56058