

City of Pine City

Agenda

EDA

Wednesday, May 27, 2026 @ 8:30 AM

Pine City Public Library Community Room



In accordance with Minnesota Statutes §13D.02, one or more board members may participate in the meeting via interactive technology. Board members joining via interactive technology will be seen and heard in the meeting room and votes will be taken by roll call.

[Meeting Link](#)

Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC FORUM

This is an opportunity for citizens to present items to the EDA that are not on the agenda. Each presentation is limited to three (3) minutes and a maximum of fifteen minutes is set aside. If your item needs follow-up from the City, Staff will arrange for that.

4. CONSIDERATION AND APPROVAL OF AGENDA

5. APPROVAL OF MEETING MINUTES

5.1. [EDA Minutes 04-22-2026](#) 4 - 6

6. EDA FINANCIAL REPORTS

6.1. EDA Fund & Check Register 7 - 13
[Apr 2026 Payroll Register](#)
[Apr 2026 AP Check Register](#)
[Apr 2026 EDA financials](#)

6.2. RLF Update 14
[April 2026 RLF Update](#)

- 6.3. SCDP Update 15 - 16
[Apr 2026 SCDP Update](#)

7. OLD BUSINESS

- 7.1. Discussion of Orvis Property Evaluation for Future Development 17 - 26
[Memo Re Amendment 1.28.2026](#)
[8.21.24 FLU map callout Orvis](#)
[Orvis with Zoning Layers](#)
[CPC EDA Orvis Zoning](#)
- 7.2. Stearns 6-Month CD Maturing 06-05-2026 (\$100,000.) - Josh to Present 27
Interest Rate Options
[6 month CD \(1520\) Renewal Advice rcvd 4-23-26](#)
- 7.3. Lakeside Student Housing - Fred Stelter Loan
- 7.4. Atscott Mfg - Land Purchase Update

8. NEW BUSINESS

- 8.1. Discussion and Review of Account Status 28 - 37
[Loan Agreement](#)

9. ADDITIONAL ITEMS, COMMENTS OR QUESTIONS

- 9.1. EDA Vacant Seat - Discussion

10. ADJOURNMENT

MINUTES

EDA



8:30 AM - Wednesday, April 22, 2026
Pine City Public Library Community Room

The EDA met on Wednesday, April 22, 2026 at 8:30 AM in the Pine City Public Library Community Room.

1. CALL TO ORDER

Kevin Anderson called the meeting to order at 8:30 AM.

Board Members Present: Chair Kevin Anderson, Vice Chair Mike Sauser, Councilor Dan Swanson, Mayor Kent Bombard, Josh Lartch, Doug D' Aigle.

City Staff Present: City Administrator Marcy Peterson, Deputy Clerk Melanie Bloomquist

Others Present: Becky Schueller and Mark Iveland

2. PLEDGE OF ALLEGIANCE

The pledge of allegiance was recited.

3. PUBLIC FORUM

No public requested to speak during public forum.

4. CONSIDERATION AND APPROVAL OF AGENDA

Kevin Anderson requested to add Atscott land purchase proposal to 8.3, add 8.4 live stream meetings.

Josh made a motion to approve the agenda. Kent seconded the motion. Motion carried.

5. APPROVAL OF MEETING MINUTES

5.1. APPROVAL OF MARCH 25, 2026 MEETING MINUTES

Josh made a motion to approve the minutes. Doug seconded the motion. Motion carried.

6. EDA FINANCIAL REPORTS

Josh Lartch gave a brief update on the financials.

6.1. EDA FUND & CHECK REGISTER - MARCH 2026

6.2. REVOLVING LOAN FUND UPDATE - MARCH 2026

6.3. SMALL CITIES DEVELOPMENT PROGRAM - LOAN UPDATE - MARCH 2026

7. OLD BUSINESS

7.1. DISCUSSION OF ORVIS PROPERTY EVALUATION FOR FUTURE DEVELOPMENT

The board had discussion regarding the Orvis Property. Dan asked why the strategic plan is followed. Dan mentioned that he would like to see plans for infrastructure placement to the Orvis property starting to develop. However, some board members believe this is planning before it is needed. It was suggested to wait until a developer is interested and then make plans to ensure the correct infrastructure is placed. Dan thinks that adding infrastructure will make the property more appealing. Kent stated that the City is interested in getting infrastructure in place; however, does not have the money to do this currently.

Dan requested that this topic continue to add this discussion to the agenda under Old Business.

7.2. REVOLVING LOAN FUND POLICY

Kent stated this was added to possibly make changes to help business' with a loss of income due to the bridge being out. Josh and Doug believe this policy has been updated.

7.3. SECRETARY - PREVIOUSLY TABLED

EDA would like this position to be taken care of City Staff. In the by-laws it states the Secretary and Treasurer do not need to be appointed members.

Kent made a motion to make City Staff the secretary. Dan seconded the motion. Motion carried.

7.4. REVIEW AND DISCUSSION OF BOARD MEMBER OFFICER ROLES AND POSITIONS, INCLUDING THE STATUS OF MIKE SAUSER AND MARK IVELAND.

Kevin asked about why Mike and Mark have not been appointed to the board. Dan notified that there is a special council work session scheduled April 30th at 5:30 PM.

8. NEW BUSINESS

8.1. LAKESIDE STUDENT HOUSING - FRED STELTER LOAN

Fred was unable to make it to the meeting. The EDA board asked that this return to the agenda next month.

The board had some discussion regarding what was stated during the HRA meeting yesterday. Kent stated that Fred stated he would be open to an amortization schedule with monthly payments.

8.2. STEARNS 6-MONTH CD MATURING 06-05-2026 (\$100,000.)

Marcy presented that this CD is maturing at the beginning of June. Josh stated that he

is hoping to get these CD's on a ladder so the EDA has a CD maturing every 3 months. Josh stated he will get rates and present them at the next meeting. Kevin stated that a decision will have to be made at that meeting.

8.3. ATTSCOTT PROPOSAL

Marcy presented the Atscott proposal the City received yesterday. The board had discussion regarding the proposal and that this will add tax revenue for the City. Josh asked if this property was purchased by the City or by the EDA to which Marcy stated she believes this property was deeded to the City.

Kevin would like to put a deadline on the proposal from Broekema of Monday April 27th by the end of the day.

Kevin made a motion if Broekema does not submit a proposal by Monday April 27th to recommend to Council to sell the property to Atscott. Kent seconded the motion. Motion carried.

9. ADDITIONAL ITEMS, COMMENTS OR QUESTIONS

None.

10. ADJOURNMENT

Kevin made a motion to adjourn. Kent seconded the motion. Motion carried. Meeting adjourned at 10:03am.

EMPLOYEE JOURNAL HISTORY FOR CITY OF PINE CITY

For Check Dates 4/1/2026 to 4/30/2026

GL number	Grant	Description	Debit Amount	Credit Amount
413-001	ALNES-PETERSON, MARCY			
201-00000-10100		CASH		92.72
201-46500-50110		WAGES - FULL TIME - ADMIN	80.20	
201-46500-50121		PERA CONTRIBUTIONS	6.02	
201-46500-50122		FICA CONTRIBUTIONS	6.14	
201-46500-50136		MN PAID FAMILY LEAVE	0.36	
Totals:			92.72	92.72
413-006	JOHNSON, SAMANTHA			
201-00000-10100		CASH		53.60
201-46500-50110		WAGES - FULL TIME - ADMIN	46.63	
201-46500-50121		PERA CONTRIBUTIONS	3.49	
201-46500-50122		FICA CONTRIBUTIONS	3.27	
201-46500-50136		MN PAID FAMILY LEAVE	0.21	
Totals:			53.60	53.60
413-007	SORGDRAGER, LEJLA			
201-00000-10100		CASH		49.95
201-46500-50110		WAGES - FULL TIME - ADMIN	43.29	
201-46500-50121		PERA CONTRIBUTIONS	3.24	
201-46500-50122		FICA CONTRIBUTIONS	3.23	
201-46500-50136		MN PAID FAMILY LEAVE	0.19	
Totals:			49.95	49.95
413-003	TRICKER, NICOLE			
201-00000-10100		CASH		80.02
201-46500-50110		WAGES - FULL TIME - ADMIN	69.65	
201-46500-50121		PERA CONTRIBUTIONS	5.22	
201-46500-50122		FICA CONTRIBUTIONS	4.84	
201-46500-50136		MN PAID FAMILY LEAVE	0.31	
Totals:			80.02	80.02
Grand Totals:				
201-00000-10100				276.29
201-46500-50110			239.77	
201-46500-50121			17.97	
201-46500-50122			17.48	
201-46500-50136			1.07	
Total:			276.29	276.29

INVOICE DISTRIBUTION REPORT FOR CITY OF PINE CITY

EXP CHECK RUN DATES 04/01/2026 - 04/30/2026

POSTED
PAID

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
Check: 254724							
201-46500-50360	03/04/2026	LEAGUE OF MN CITIES	INS TR 2026 EDA PROPERTY/CASUALTY INS RENEWA	2026EDAPCRENEWAL	04/03/2026	940.00	254724
						<u>940.00</u>	
							Total Check 254724:
Check: 254732							
201-46500-50300	03/17/2026	PINE COUNTY TREAS.	SAUTER HOURS 2/9/26-2/25/26	03172026	04/03/2026	508.29	254732
						<u>508.29</u>	
							Total Check 254732:
Check: 7420							
201-46500-50133	03/13/2026	DEARBORN LIFE INS CO	APRIL 2026 LIFE INSURANCE PREMIUMS	04302026	04/03/2026	0.54	7420
						<u>0.54</u>	
							Total Check 7420:
Check: 7427							
201-46500-50134	03/10/2026	THE LINCOLN NATIONAL LIFE	APRIL 2026 DISABIILITY	4949774091	04/03/2026	1.38	7427
						<u>1.38</u>	
							Total Check 7427:
Check: 7429							
201-46500-50132	04/01/2026	DELTA DENTAL OF MN	APRIL 2026 DENTAL INSURANCE	RIS0006941534	04/10/2026	6.45	7429
						<u>6.45</u>	
							Total Check 7429:
Check: 7478							
201-46500-50131	04/10/2026	MN PEIP	MAY 2026 HEALTH INS	1622976	04/30/2026	44.16	7478
						<u>44.16</u>	
							Total Check 7478:

INVOICE DISTRIBUTION REPORT FOR CITY OF PINE CITY

EXP CHECK RUN DATES 04/01/2026 - 04/30/2026

POSTED
PAID

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Check Date	Amount	Check Number
---	TOTALS BY FUND ---	201	ECONOMIC DEV AUTH			1,500.82	

**PINE CITY EDA
BALANCE SHEET
FUNDS 201,202,203
AS OF 04/30/2026**

	GENERAL			TOTAL
	EDA FUND 201	SCDP FUND 202	RLF FUND 203	
ASSETS				
CASH	\$ 39,326	\$ 19,070	\$ 79,033	\$ 137,430
CDs				\$ -
STRNS CD 3.75%, 9 MO				
MATURITY DATE 07/31/26	\$ 14,758	\$ 7,156	\$ 29,660	\$ 51,574
FRANSEN CD 3.5%, YRLY INT				
MATURITY DATE 02/06/27	\$ 31,301	\$ 15,178	\$ 62,904	\$ 109,382
STRNS CD 3.8%, YRLY INT				
MATURITY DATE 10/10/26	\$ 19,498	\$ 9,455	\$ 39,185	\$ 68,138
STRNS CD 3.90%, 6 MO				
MATURITY DATE 06/05/26	\$ 28,616	\$ 13,876	\$ 57,508	\$ 100,000
Total CDs	\$ 94,173	\$ 45,665	\$ 189,256	\$ 329,094
PREPAIDS	\$ -	\$ -	\$ -	\$ -
TOTAL CASH, CD's & PREPAIDS	\$ 133,499	\$ 64,735	\$ 268,290	\$ 466,524
LOAN RECEIVABLE				
KEVIN NEWMAN-FARMERS INS	\$ -	\$ 1,648	\$ -	\$ 1,648
MOM'S PARKSIDE CAFÉ	\$ -	\$ 940	\$ -	\$ 940
MOHR PARTS & SUPPLY	\$ -	\$ 1,716	\$ -	\$ 1,716
MIA'S CAFÉ	\$ -	\$ 1,288	\$ -	\$ 1,288
CABINA CAFÉ	\$ -	\$ 1,270	\$ -	\$ 1,270
EARLY YEARS ACADEMY	\$ -	\$ -	\$ 25,491	\$ 25,491
THE FLOWER BOX	\$ -	\$ -	\$ 42,952	\$ 42,952
LAKESIDE CENTER	\$ -	\$ -	\$ 50,000	\$ 50,000
TOTAL LOAN RECEIVABLE		\$ 6,862	\$ 118,443	\$ 125,305
TOTAL ASSETS	\$ 133,499	\$ 71,597	\$ 386,733	\$ 591,829
LIABILITIES & FUND BALANCE				
ACCOUNTS PAYABLE	\$ -	\$ -	\$ -	\$ -
DUE TO OTHER FUNDS	\$ -			\$ -
WAGES PAYABLE	\$ -			\$ -
TOTAL LIABILITIES	\$ -	\$ -	\$ -	\$ -
FUND BALANCE	\$ 138,764	\$ 71,545	\$ 385,551	\$ 595,860
CHANGE IN FUND BALANCE	\$ (5,265)	\$ 53	\$ 1,182	\$ (4,030)
TOTAL LIABILITIES & FUND BALANCE	\$ 133,499	\$ 71,598	\$ 386,733	\$ 591,830

* CD's with maturity dates coming up.

* Updated correct CD information as noted as last meeting (amount was correct)

STATEMENT OF REVENUES EXPENDITURES AND CHANGES IN FUND BALANCE
 ECONOMIC DEVELOPMENT AUTHORITY (FUND 201) - General Fund

	PRE-AUDIT 2025	BUDGET 2026	ACTIVITY FOR 4/30/2026	YTD 2026
BEGINNING FUND BALANCE	\$ 126,591	\$ 126,591	\$ 138,764	\$ 138,764
REVENUES				
General Property Taxes	\$ 60,200	\$ 41,046	\$ -	\$ -
interest income	\$ 1,789	\$ -	\$ -	\$ -
Market to market	\$ 225	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 62,215	\$ 41,046	\$ -	\$ -
EXPENDITURES				
Professional & legal expenses	\$ 18,503	\$ 9,872	\$ 508	\$ 2,113
Professional Wages and Insurance	\$ 4,139	\$ 4,545	\$ 329	\$ 1,341
Advertising & Promotion	\$ 530	\$ 3,000	\$ -	\$ 21
Computer/Internet/GIS Support	\$ -	\$ 1,199	\$ -	\$ -
Dues & subscriptions	\$ 850	\$ 850	\$ -	\$ 850
Insurance	\$ 940	\$ 950	\$ -	\$ 940
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 24,962	\$ 20,416	\$ 837	\$ 5,265
REVENUES OVER (UNDER) EXPENDITURES	\$ 37,252	\$ 20,630	\$ (837)	\$ (5,265)
OTHER FINANCING SOURCES (USES)				
Transfers In	\$ -	\$ -	\$ -	\$ -
Transfers out	\$ (25,079)	\$ (20,630)	\$ -	\$ -
Total Financing Sources	\$ (25,079)	\$ (20,630)	\$ -	\$ -
LIABILITIES				
Accounts payable	\$ 704	\$ -	\$ (940)	\$ -
Due to other funds	\$ -	\$ -	\$ -	\$ -
Wages Payable	\$ 173	\$ -	\$ -	\$ -
Total Liabilities	\$ 877	\$ -	\$ (940)	\$ -
NET CHANGE IN FUND BALANCE	\$ 12,173	\$ -	\$ (1,777)	\$ (5,265)
ENDING FUND BALANCE	\$ 138,764	\$ 126,591	\$ 136,047	\$ 133,499

* \$21 showing in YTD is the EDA RAD card that was coded to Professional svcs in March and was moved to Advertising & Promotions

**STATEMENT OF REVENUES EXPENDITURES AND CHANGES IN FUND BALANCE
ECONOMIC DEVELOPMENT AUTHORITY (FUND 202) - EDA Project Grant Funding**

	PRE-AUDIT 2025	ACTIVITY FOR 4/30/2026	YTD 2026
BEGINNING FUND BALANCE	\$ 70,404	\$ 71,545	\$ 71,545
REVENUES			
Grants			
Interest on loans	\$ 177	\$ 3	\$ 49
Interest income - investments	\$ 843		\$ -
Market to Market income	\$ 106		\$ -
Loan reimbursements:	\$ -		\$ -
*Moms Parkside	\$ -		\$ -
*Pizza Pub	\$ -		\$ -
*Mohr parts & supplies	\$ -		\$ -
*Mia's Café	\$ -		\$ -
*Cabina Café	\$ -		\$ -
*320 Brewing	\$ -		\$ -
*Farmers insurance	\$ -		\$ -
*Sommerfeld Repayment	\$ -		\$ -
Penalty Collection	\$ 15		\$ 4
Total Revenues	\$ 1,141	\$ 3	\$ 53
EXPENDITURES			
PROFESSIONAL SERVICES:	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 1,141	\$ 3	\$ 53
OTHER FINANCING SOURCES (USES)			
Transfers In	\$ -	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -
Total Financing Sources	\$ -	\$ -	\$ -
NET CHANGE IN FUND BALANCE	\$ 1,141	\$ 3	\$ 53
ENDING FUND BALANCE	\$ 71,545	\$ 71,548	\$ 71,598

**STATEMENT OF REVENUES EXPENDITURES AND CHANGES IN FUND BALANCE
ECONOMIC DEVELOPMENT AUTHORITY (FUND 203) - EDA Revolving Loan Fund**

	PRE-AUDIT 2025	BUDGET 2026	ACTIVITY FOR 4/30/2026	YTD 2026
BEGINNING FUND BALANCE	\$ 351,218	\$ 376,297	\$ 385,551	\$ 385,551
REVENUES				
Loan interest income	\$ 5,678	\$ -	\$ 294	\$ 1,182
Interest income	\$ 3,176	\$ -	\$ -	\$ -
mark to market adjustment	\$ 400	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 9,254	\$ -	\$ 294	\$ 1,182
EXPENDITURES				
Professional & legal expenses	\$ -	\$ -	\$ -	\$ -
Advertising & Promotion	\$ -	\$ -	\$ -	\$ -
Dues & subscriptions	\$ -	\$ -	\$ -	\$ -
Bad debt	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES	\$ 9,254	\$ -	\$ 294	\$ 1,182
OTHER FINANCING SOURCES (USES)				
Transfers In	\$ 25,079	\$ 20,630	\$ -	\$ -
Transfers out	\$ -	\$ -	\$ -	\$ -
Total Financing Sources	\$ 25,079	\$ 20,630	\$ -	\$ -
NET CHANGE IN FUND BALANCE	\$ 34,333	\$ 20,630	\$ 294	\$ 1,182
ENDING FUND BALANCE	\$ 385,551	\$ 396,927	\$ 385,845	\$ 386,733

**Pine City EDA
RLF Status Report
May 2026**

CURRENT RLF LOANS

Early Years Academy

Original Loan Date: Dec. 12, 2018
Original Loan Amount: \$40,000
Rate of Interest: 7.50% as of 5/15/25
New term of Loan from 5/15/25: 60 Months
Date of Last Payments: 04/30/26
Amount of Last Payment: \$237.84 & 825.37
Amount Still Owed: \$25,490.70 Principal

The Flower Box

Original Loan Date: May 31, 2022
Original Loan Amount: \$50,000
Rate of Interest: 3.50%
Term of Loan: 60 Months (Monthly payment of 291.33 until June 2027, then balloon payment of remaining balance is due)
Date of Last Payment: 04/03/26
Amount of Last Payment: \$291.33
Amount Still Owed: \$42,952.30 Principal

Lakeside Center

Original Loan Date: Nov. 20, 2023
Original Loan Amount: \$50,000
Rate of Interest: 4%
Term of Loan: 36 Months
Date of Last Payment: 12/08/25
Amount of Last Payment: \$2,000.04
Amount Still Owed: \$50,000.00 Principal
Note: Annual Interest Only Payments for Three Years

- \$2,000.04 due December 1, 2024, PAID 12/13/2024
- \$2,000.04 due December 1, 2025, PAID 12/08/2025
- \$2,000.04 due December 1, 2026

*****Balloon Due Dec. 30, 2026, Amount \$50,000.00**

**Pine City EDA
SCDP Status Report
May 2026**

Kevin Newman - Farmers Insurance

Original Loan Date: March 8, 2022
% Amount Owed to City: \$4,000.00
Rate of Interest: 2%
Term of Loan: 5 Years
Payment Amount: \$70.11
Date of Last Payment: 01/06/26 January – April 2026 payments
Amount of Last Payment: \$280.44
Amount Still Owed: \$1,647.97 principal

Due to COVID, the EDA agreed to delay the start of these payments to 6/1/23. During this period, Kevin Newman didn't pay any interest. Updated terms are the same with monthly payments starting 6/1/23 and maturing on 5/1/28.

Mom's Parkside Café

Original Loan Date: August 11, 2020
% Amount Owed to City: \$2,193.00
Rate of Interest: 2%
Term of Loan: 5 Years
Payment Amount: \$38.44
Date of Last Payment: 03/10/26 & 3/30/26 March & April payments
Amount of Last Payment: \$38.44, \$38.44
Amount Still Owed: \$940.42 principal

Due to COVID, the EDA agreed to delay the start of these payments from 9/1/20 to 6/1/23. During this period, Mom's didn't pay any interest. Updated terms are the same with monthly payments starting 6/1/23 and maturing on 5/1/28.

Mohr Parts & Supply

Original Loan Date: December 9, 2022
% Amount Owed to City: \$4,000.00
Rate of Interest: 2%
Term of Loan: 5 Years
Payment Amount: \$70.11
Date of Last Payment: 03/26/26 April payment
Amount of Last Payment: \$70.11
Amount Still Owed: \$1715.53 principal

Due to COVID, the EDA agreed to delay the start of these payments to 6/1/23. During this period, Mohr Parts & Supply didn't pay any interest. Updated terms are the same with monthly payments starting 6/1/23 and maturing on 5/1/28.

Mia's Café

Original Loan Date: July 14, 2023

% Amount Owed to City: \$2,600.00

Rate of Interest: 2%

Term of Loan: 5 Years

Payment Amount: \$45.57

Date of Last Payment: 02/02/26 & 2/26/26 February & March payments

Amount of Last Payment: \$45.57 & \$45.57

Amount Still Owed: \$1,288.32 principal

- **HAVE NOT RECEIVED APRIL'S PAYMENT DUE 4/1/26 OR MAY'S PAYMENT THAT WAS DUE 5/1/26**

Cabina Cafe

Original Loan Date: August 11, 2023

% Amount Owed to City: \$2,651.00

Rate of Interest: 2%

Term of Loan: 5 Years

Payment Amount: \$46.47

Date of Last Payment: 04/28/26 May payment

Amount of Last Payments: \$46.47

Amount Still Owed: \$1,270.13 principal

Pine Center for the Arts: Paid in full in 2022

Pro Direct Flooring/Top Wash: Paid in full in 2023

The Garage Bar and Grill: Paid in full in 2023

Three Twenty Brewing: Paid in full in 2024

Pine City Pizza Pub: Paid in full in March 2025



To: Pine City Economic Development Authority
From: Lezlie Sauter, Economic Development Coordinator
Date: January 28, 2026
Subject: Orvis Property Evaluation & Future Land Use Analysis

Background

Orvis property, 18540 Grantit Drive NE, was never rezoned to **industrial or industrial mixed-use** after the purchase by the City and EDA. A request was made to have the EDA consider making a formal application to rezone the property, as it is currently zoned **agricultural open space** and the future land use map indicates **rural residential**. It was noted that changes to both would be required to develop the property for industrial use. Concerns were raised about the further development of Fawn Meadows and surrounding the residential development with industrial uses. A motion was made at the November 26, 2025, EDA meeting to begin a comprehensive evaluation or request an amendment to the city's future land use map, with an eventual rezoning of the property for future development.

Future Land Use Map & Comprehensive Plan

The City of Pine City adopted their Future Land Use Map as part of their Comprehensive Plan on November 21, 2024. Within **Chapter 2 – Creating Community (Land Use and Housing)**, it notes under the "Land Use" section the following:

1. Development within the current space set out for the industrial park.
2. Annexation discussions with townships.
3. Pursuing density when it is appropriate to neighborhood.
4. Encouraging a mix of housing types.
5. Seeking developers for infill and redevelopment sites.
6. Revitalizing blighted and underdeveloped properties.

It also notes the use of zoning as a tool for appropriate development, requesting that the City review its zoning regulations consistently and revising them to meet the needs of the community.

The Orvis property is noted as "Rural Residential" on the **Future Land Use Map (attached)**, with the following also depicted across the City:

- Industrial (purple)
- Residential (gold)
- Downtown Flex (pink)
- Business Flex (red)
- Lakeside Commerce (brown)
- Parks and Recreation (green)
- Public Institution (blue)



The Orvis property abuts the Fawn Meadows neighborhood, which is called out in the Comprehensive Plan, with the following, “In the future the City should seek way to help complete the Fawn Meadows development while it continues to support residents of Cross Lake Preserve. Sidewalks and trails could connect these neighborhoods to Pine City more fully, and park possibilities should be explored.”

The road leading to the Orvis property is noted within **Chapter 3 – Community Connectivity**, on the Street Rating map as gravel (page 32), and is not listed on the Street Projects map as a future street project (page 37). The rail does run on the western border of the property, and this chapter notes that “the railway currently has minimal impact on transportation in Pine City. In 2023, just two freight trains make daily use of the rail lines running through Pine City, and there are no passenger trail options.” This line is part of the St. Croix Vally line, which runs from North Branch through Pine City, and ending in Hinckley.

In **Chapter 4 – Economic Prosperity (Economic Development)**, there is a large emphasis on, “enhancing economic prosperity by promoting tourism and recreation, natural amenities, local arts and culture, existing businesses and new business opportunities”. This chapter also notes the ability of the EDA to prepare land for development (page 43), through the use of “a number of tools... to encourage economic development, including Tax Increment Financing, tax abatements, grants and access to other state and federal programs.” It also notes the strong relationship between housing and economic development, and to “encourage development in both areas for the overall benefit of the community.” Lastly, the chapter ends with four goals:

1. Bring a hotel to Pine City.
2. Bring a grocery store to Pine City.
3. Re-locate the Mn DOT facility on Highway 324/Hillside Avenue to another location.
4. Utilize existing data to market Pine City.

Amendment Request(s)

There are no clear guidelines currently to follow to request specifically a future land use map amendment, however the City does have a land use application where a zoning amendment could be applied for, and the following information is for a zoning amendment/rezoning request. The zoning amendment/rezoning request has a fee of \$396, plus \$1,000 escrow, according to the application (fees may go up in 2026 if the City Council adopts a new fee schedule). The amendment request would also need to be accompanied by the following:

- ✓ Proof of ownership (City owned);
- Narrative explaining the requested change and reason(s) why the modifications are supported by the Comprehensive Plan;
- ✓ Legal description of property (City has the deed);
- Existing and proposed land use and zoning designations for all properties proposed to change;



- A map of the property to be modified, showing addresses and zoning designations of the subject property and adjacent properties;
- The location and text language of the amendment requested;
- Any other information that might be reasonable to evaluate the request.

Zoning Districts

The City's municipal code, within **Chapter 13 – Land Use & Development**, has fifteen (15) zoning districts, of which one (1) is Mixed Use, two (2) are Technology/Industrial, and three (3) are some form of Business. Each has its own set of site standards and permitted/conditional uses.

The **Mixed-Use District** (MXU) is primarily characterized by retail and commercial service facilities and residential uses in those areas of the City where a mixture of such uses is desirable and recommended by the policies of the Comprehensive Plan. The purpose of MXU is to establish a zoning classification that permits flexibility in development so that it will include a mixture of residential, commercial, cultural and/or institutional uses within a single development plan, within multiple structures, or within a single structure. It is the purpose of these regulations to encourage a diversification of uses as in a unified development though the interrelationship and uses and structures which promote innovative and energy conscious design, efficient and effective circulation systems, a variety of housing types and to encourage the conservation of land resources, the minimization of automobile travel, and the location of employment and retail opportunities in proximity to housing. This district is intended to allow use flexibility and design flexibility, and to encourage the following performance standards:

1. Provide for efficient use of land and public resources, resulting in co-location of harmonious uses to share facilities.
2. Ensure a more rational and compatible relationship between residential and nonresidential uses for the mutual benefit of all.
3. Provide a range of residential, commercial, cultural, and/or institutional land uses.
4. Offer a range of housing opportunities.
5. Encourage concentrated land patterns which may decrease the length of automobile travel, allow trip consolidation, and encourage pedestrian circulation between land uses.
6. Use vertical or horizontal integration of residential and commercial uses.
7. Design of site development plans which provide for the compatible co-habitation of residential and nonresidential uses.
8. Use flexible property development regulations.

MXU does have one special requirement, in that NO drive-in or in-vehicle services shall be permitted.

The **Central Business District** (CBD) is characterized by the following:



1. It is essentially the geographic center of Pine City.
2. It contains the City's main public buildings.
3. It has the greatest concentration and number of pedestrians, and traffic in general.
4. It contains the greatest proportion of the City's offices.
5. It contains the greatest proportion of the City's taller buildings to maximize land use; and
6. It attracts people from outside its sphere of influence to work and spend money inside.

The CBD is designed and intended as a *specialized district* directed to serve the pedestrians in a compact central area for the city. The CBD district shall provide for a high-density shopping and business environment, especially stressing the pedestrian function and interaction of people and businesses, rather than being heavily oriented toward the use of automobiles. So, the Orvis property does not really fit into this business district.

The **General Business District** (GB) is primarily characterized by an environment of a wide variety of retail business and services that serve the trade area but do not require such a central location as the central business district. These businesses are found on the fringe of the central business district, along major streets and arteries, at crossroads and near wholesale or industrial areas. The GB district is designed and intended to promote the development of uses which require large concentrations of automobile traffic. The district is also designed to accommodate those commercial activities which may be incompatible with the uses permitted in the central business district, and whose service is not confined to any one neighborhood or community. GB has two (2) special requirements:

1. All business, servicing, or processing shall be conducted within completely enclosed buildings, with the following exceptions: In-vehicle sales and service and permanent outdoor display and sales as a primary use.
2. The unenclosed parking of trucks as an accessory use, when used in the conduct of a permitted business in this district, shall be discouraged.

The **Highway Business District** (HB) is primarily characterized by an environment of accommodations and services to motorists, specialized retail outlets and commercial amusement enterprises. The purpose of the HB district is to provide accommodation and services to the traveling public and related retail service activities. The requirements of this district are developed to minimize traffic hazards and interfaces with other related uses in the vicinity. The HB has three (3) special requirements:

1. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.
2. The entire area other than that occupied by buildings or structures shall be surfaced or landscaped to control dust and drainage.



3. Vehicular access points shall create a minimum of conflict with through traffic movement.

The **Limited Technology/Industrial District** (TI-1) is intended to provide exemplary standards of development for certain industrial uses to be located in strategic sites. The limited industrial district is intended for administrative, wholesaling, manufacturing and related uses which can maintain high standards of appearance, including open spaces and landscaping; limit external effects such as noise, odors, smoke and vibration; and not require a high level of public services, including sewer and water services. With proper control, these areas should become compatible with commercial or residential areas. The TI-1 has several special requirements:

1. Any unenclosed use, including storage, manufacturing and assembly, shall be subject to those regulations set forth by this subsection.
2. It is the intent of this chapter to provide that industry and related activities shall be established and maintained with proper appearance from streets and adjoining properties and to provide that each such permitted use shall be a good neighbor to adjoining properties by the control of the following:
 - a) *Noise.*
 - b) *Odor.*
 - c) *Glare.*
 - d) *Exterior lighting.*
 - e) *Smoke, dust, fumes, or gases.*
 - f) *Hazard.*
 - g) *Water supply.*
 - h) *Waste.*
3. In order to ensure compliance with the performance standards set forth above, the Planning Commission may require the owner or operator of any permitted use to make such investigations and tests as may be required to show adherence to the performance standards. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be reviewed by the Planning Commission.

The **General Technology/Industrial District** (TI-2) is established to provide exemplary standards of development for certain industrial uses to be located in strategic sites. These general industrial uses are less compatible with commercial and residential uses and, therefore, are not appropriate in the TI-1 district. More specifically, heavy industrial land uses are industrial land uses which may have the potential to create nuisances which are detectable at the property line; may involve materials which pose a significant safety hazard. Additionally the TI-2 district has several special requirements:

1. Any unenclosed uses, including storage, manufacturing and assembly, shall be subject to those regulations set forth by this chapter.



2. It is the intent of this chapter to provide that industry and related activities shall be established and maintained with proper appearance from streets and adjoining properties and to provide that each such permitted use shall be a good neighbor to adjoining properties by the control of the following:
 1. *Noise.*
 2. *Odor.*
 3. *Glare.*
 4. *Exterior lighting.*
 5. *Smoke, dust, fumes or gases.*
 6. *Hazard.*
 7. *Water supply.*
 8. *Waste.*
3. In order to ensure compliance with the performance standards set forth above, the Planning Commission may require the owner or operator of any permitted use to make such investigations and tests as may be required to show adherence to the performance standards. All subsequent additions and outbuildings constructed after the erection of an original building (or buildings) shall be reviewed by the Planning Commission.

Each of these districts also has a different set of permitted and conditional uses. Permitted uses usually do not require any additional oversight from the Planning Commission or a City Council approval, but most new developments require a development site plan review, whether the use is permitted or conditional. Conditional uses require a conditional use permit (CUP), which always requires a public hearing and City Council approval. The **attached table** shows which uses are permitted (P) and which uses are conditional (C) in each district, including the Agricultural-Open Space (A-O) district, which is the parcel's current zoning designation.

Next Steps

The EDA should consider which of the designations they would request for the Orvis property for the future land use map, while also considering the existing zoning districts within the City, and make a request to the City that is supported by the comprehensive plan. Some options could be:

1. **Business Flex (future) with General Business (GB) zoning**
2. **Business Flex (future) with Highway Business (HB) zoning**
→ *Both these allow for the development of a hotel in this area and the relocation of the Mn DOT facility to this area.*
3. **Business Flex (future) with Mixed Use (MXU) zoning**
→ *This allows the development of either housing or offices, or the relocation of the Mn DOT facility to this area.*
4. **Industrial (future) with Limited Technology/Industrial (TI-1) zoning**



→ This allows an expansion of uses within the City such as: campground, indoor commercial entertainment, indoor institutions, indoor sales & service, indoor maintenance services, light industrial, and personal storage facilities, as well as the relocation of the Mn DOT facility.

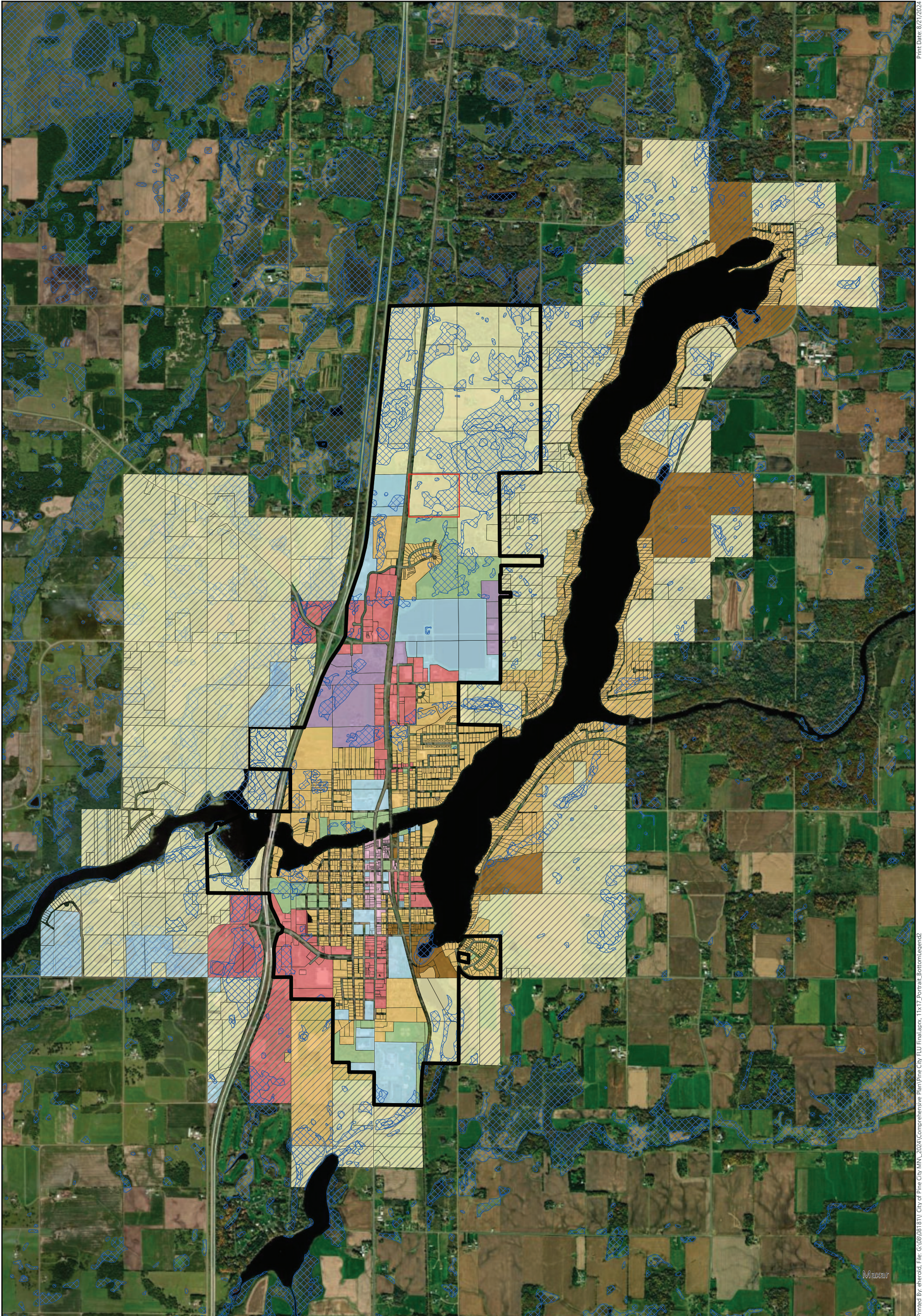
5. Industrial (future) with General Technology/Industrial (TI-2) zoning

→ This aligns with the zoning found within in the existing Technology Park, and shares similar uses as the TI-1 district but conditionally permits some heavier uses like extraction, heavy industrial, junkyards, permanent outdoor display & sales, sexually orientated land use, while also being viable for the relocation of the Mn DOT facility.

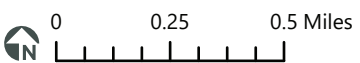
6. Leave as is, Rural Residential with Agricultural-Open Space (A-O) zoning

→ This requires the future land owner to request a rezoning and/or future land use map amendment.

Also worth noting is there are three (3) single family residences which could be considered as abutting the Orvis property (although two are across Highway 61/Main Street), a religious institution (also across Main Street) and an auto repair shop (north). Care should be taken not to create existing non-conformities. The residential uses are currently permitted, while the auto repair shop is an existing non-conformity, possibly from annexation.



Data Sources:
Pine City
Pine County
NW1



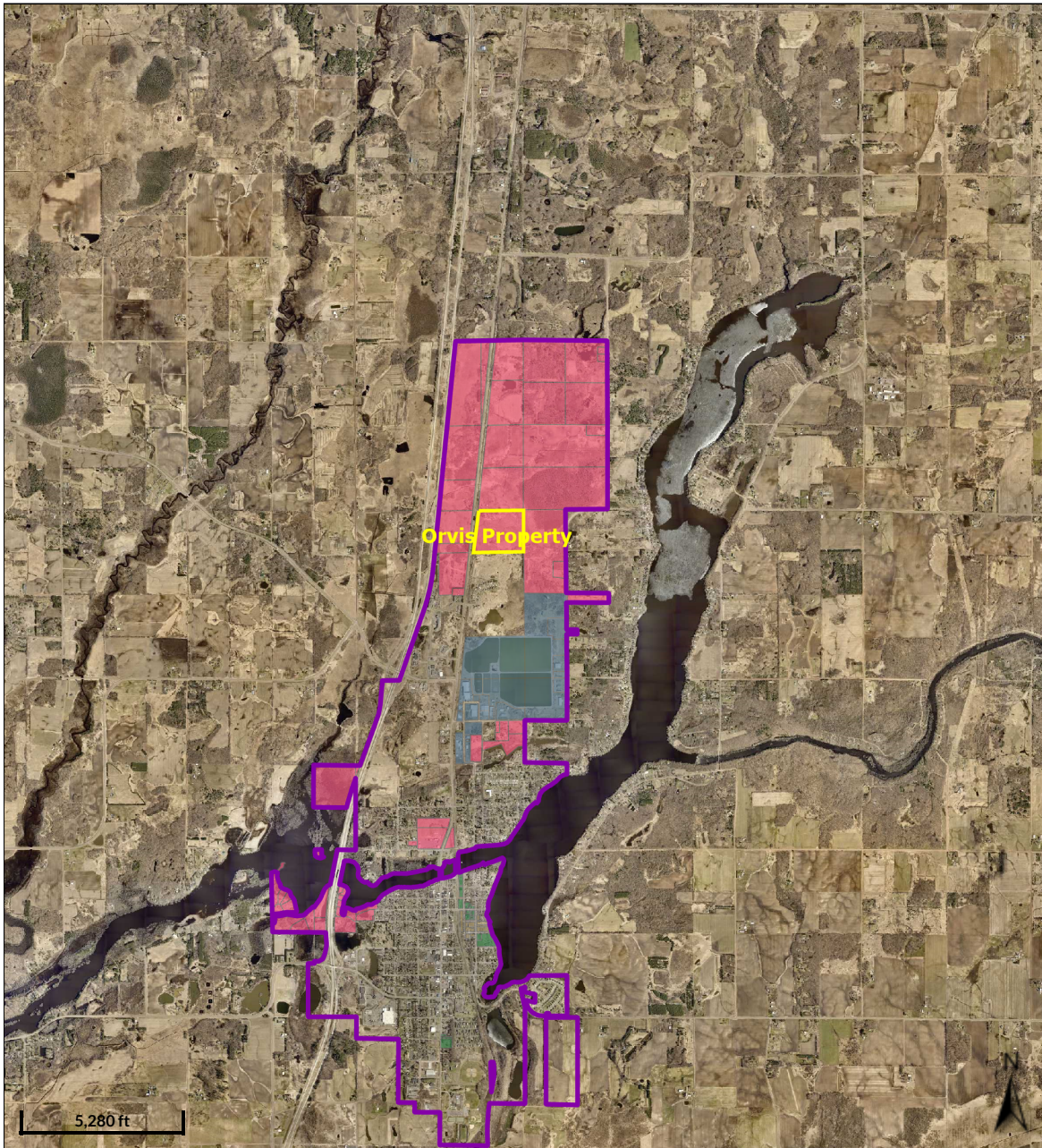
- | | | |
|-------------------|----------------------|----------------------------|
| Rural Residential | Industrial | 2024 City Limits |
| Residential | Lakeside Commerce | Possible Future Annexation |
| Downtown Flex | Parks and Recreation | Wetland |
| Business Flex | Public Institution | |

Future Land Use Map

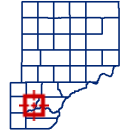
2024-2034 Comprehensive Plan

City of Pine City
Pine County, Minnesota
Page 24 of 37











Orvis Property with Zoning Layers



Overview



Legend

-  Corporate Limits
-  Parcels w/o Labels
- Zoning A-O**
 -  A-O
 -  <all other values>
- Zoning MXU**
 -  MXU
 -  <all other values>
- Zoning TI-1**
 -  TI-1
 -  <all other values>
- Zoning TI-2**
 -  TI-2
 -  <all other values>

Date created: 1/21/2026
Last Data Uploaded: 1/21/2026 7:46:17 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

Uses	A-O	MXU	GB	HB	TI-1	TI-2	Comp Plan Notes
Accessory dwelling unit	C						
*Active outdoor rec.	P	C	C	C	C	C	
Agricultural operations/agricultural product sales	P						
*Airport/heliport					C	C	
*Bed & breakfast est.	P	C					
*Body art est. (tattoo parlor)		C	P	P			
Brewery or brew pub		P	P		P	P	
*Campground	C						
Cannabis operational business					C	C	
Cannabis retail business			P	P			
*Commercial apt.		P	C	C			
*Commercial indoor lodging (hotel)		C	P	P	C	C	Hotel
*Communications tower			C	C	C	P	
*Community living arrangement		C					
*Distribution center			C	C	C	C	
Drive-in theaters	C						
Duplex/Villa		P					
*Extraction use						C	
Family day care home	P	P					
Financial institution		C	P	P			
*Freight terminal					C	P	
Group/multiple-family day care center	C	C	C	C			
*Heavy industrial						C	
*High technology			P	C	P	P	
*Indoor commercial entertainment		C	P	P	P		
Indoor institutional	C	C	P	P	C	C	
Indoor maintenance service			P		P	P	
*Indoor sales & service		C	P	P			
Indoor storage & wholesale			C	C	C	C	
Institutional recreational			C	C			
*Institutional residential	C						
*In-vehicle sales & service			P	P			
*Junkyards and inoperative vehicles						C	
Light industrial					P	P	
*Light industrial incidental to indoor sales			C	C	C		
Movable Tiny Home Community	C						
*Non-financial institution money lending business			C				
Office		P	P	P			
*Off-site parking lot			C	C	C	C	
*Outdoor commercial entertainment	C	C	P	C	C	C	
*Outdoor institutional (golf course, cemetery)	P						
*Outdoor storage or wholesaling (material storage yards)			P	C	C	C	
Passive outdoor rec	P		C	C			
*Permanent outdoor display & sales			P	C		C	
*Personal storage facility				C	P	P	
Personal/professional service		C	P	P			
Private garage	P	C					
*Public service & utilities	P	P	P	P	P	P	Mn DOT facility
*Sexually orientated land use						C	
Single-family, detached residential	P						
*Temporary uses			C				
Townhouse/condo		P					
*Transit stop		P	P	P	P	P	
Triplex/quadplex		P					
*Vehicle sales & repair			C	P		C	
*Waste disposal facility					C	C	
Winery	P						

*These uses have additional development requirements, regardless if it is a permitted or conditional use.

STEARNS BANK N.A. - PINE CITY
600 HILLSIDE AVE SW
PINE CITY, MN 55063

201 00018 01
Customer:

Page: 1
140230 04/17/2026

Telephone:320-629-6713

PINE CITY ECONOMIC DEVELOPMENT
AUTHORITY
1015 HILLSIDE AVE SW STE 2
PINE CITY MN 55063

=====
Business CD 6 Month Account 3010061520
=====

Date Opened: 12/05/2025 Interest Rate: 3.9000 %
Maturity Date: 06/05/2026
Term: 6 Months

* A p p r o a c h i n g R e n e w a l A d v i c e *

Your account will mature on 06/05/2026. Interest will be compounded on an at maturity basis. Interest will be credited to your account at maturity. The current balance of your Business CD 6 Month Account is 100,000.00. If the account renews, the new maturity date will be 12/05/2026.

The interest/profit-share rate and annual percentage yield have not yet been determined. Please call on 06/05/26 to obtain current interest/profit-share rate and annual percentage yield.
Stearns Salaam Banking Customers: Please note the profit-share rate on this account is the same as the interest rate stated above.

PROMISSORY NOTE

Tou Her _____ (Name)

\$ 26,200.00 (Amount)

Pine City, Minnesota
7/14/2023 (Date)

FOR VALUE RECEIVED, the undersigned, promises to pay to the order of the **CITY OF PINE CITY**, (the "Lender"), at its office at 315 Main Street S, Suite 100, Pine City, Minnesota, or such other place as the holder hereof shall designate in writing, the principal amount of Two Thousand Six Hundred (\$2,600.00) in lawful money of the United States, with interest thereon from the date hereof at two percent (2.00%) per annum, payable in monthly installments of \$45.57 (monthly payment amount in numbers) commencing, August 14, 2023, and continuing on the first day of each month thereafter until _____, 2028 at which time the remaining principal and accrued interest shall be due.

The undersigned, their heirs and assigns, reserve the right to prepay in whole or in part the balance due hereunder at any time without penalty.

If a payment is received more than ten (10) days late, the undersigned will be charged a late charge of \$4.55, or 5% of the late payment, whichever is greater.

This note is secured by a mortgage of even date herewith, a conformed copy of which has been provided to the undersigned, along with a conformed copy of this promissory note, receipt of which is hereby acknowledged by the undersigned.

In the event of any default on the payment of any amount due hereunder, the holder hereof shall give written notice thereof to the undersigned or their assigns at *315 Main Street S, Suite 100, Pine City, Minnesota 55063*, or to such other address as the undersigned may inform the holder hereof in writing. In the event that any such default is not cured within thirty (30) days of the receipt of such notice, the holder may, at its option, declare the entire balance due hereunder immediately due and payable without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise this option at a later date.

The undersigned, jointly and severally, agree to pay, in the event of default hereunder, the costs of collection, including reasonable attorneys' fees. The undersigned, jointly and severally, agree to pay this note and waive demand, presentment, protest, and notice of dishonor, and exonerate the holder hereof from any duty and obligation to make demand on anyone for payment or, except as otherwise provided herein, to give notice to anyone of nonpayment hereof and further consent to the extension, renewal, exchange, surrender or release of this note or any person bound hereunder by the holder hereof.

This note shall be governed by and construed in accordance with the laws of the state of Minnesota.

Mia's Cafe LLC
(Business Name)

By: [Signature]
(Signature)

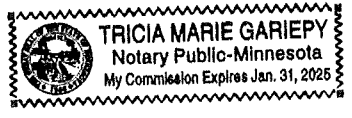
Tou Her
(Printed)

(personally) or _____
(title)

STATE OF MINNESOTA)
)ss.
COUNTY OF PINE)

The foregoing instrument was acknowledged before me this 14 day of July, 2023
by Tou Her) a (_____)

[Signature]
Notary Public



THIS DOCUMENT WAS DRAFTED BY:
CITY OF PINE CITY,
315 Main Street S, Suite 100
Pine City, Minnesota 55063
Telephone: (320) 629-2575

**CITY OF PINE CITY COMMERCIAL REHABILITATION PROGRAM
DEFERRED LOAN REPAYMENT AGREEMENT AND MORTGAGE**

THIS AGREEMENT, made and entered into this 14th day of July, 2023, by and between Tou Her, a single man (hereinafter collectively referred to as "Borrower"), and the City of Pine City, a public body corporate and politic of the State of Minnesota, having its principal office at 315 Main St S. Suite 100, Pine City, MN 55063 (hereinafter referred to as "Lender"); and where applicable, the contract for deed vendor(s), remaindermen, or separated spouses or others not in possession joining in this Agreement at the place provided below:

WHEREAS, Lender has paid Twenty six thousand two hundred and 00/100 Dollars (\$26,200.00), on Borrower's behalf as a non-interest loan for rehabilitation work on an existing commercial property owned by the Borrower (hereinafter referred to as "the Loan"), the receipt and sufficiency of which is hereby acknowledged by Borrower, primarily to improve the conditions relating to health, safety, and energy efficiency of said property, or to provide essential accessibility improvements and to reduce slum and blight conditions, said real estate being legally described below; and

See Exhibit A

WHEREAS, in accordance with the provisions of said loan, 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 above (hereinafter referred to as "the Mortgage").

NOW, THEREFORE, in consideration of said Loan and in accordance with said Minnesota Statutes, the parties hereto do hereby agree as follows:

1. Borrower covenants and agrees with Lender to pay to the order of Lender the principal sum of the Loan, without interest, at the office of the Lender in Princeton, 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:

- a. If the real estate herein 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 former tenant in common, for so long as said surviving Borrower joint tenant, devisee or owner maintains ownership of said property); or
- b. If the Borrower still owns the property on the termination date as specified in paragraph 6, there shall be no obligation to repay, and the monies advanced shall be considered a grant.
- c. If an event as described in 1a or 1b above occurs before the termination date as specified in paragraph 6, repayment of the monies advanced shall be calculated as follows:

Commencing	Ending	Percent of Original Loan	Repayment Amount
7/14/2023	7/14/2024	100%	\$26,200.00
7/14/2024	7/14/2025	90.00%	\$ 23,580.00
7/14/2025	7/14/2026	80.00%	\$ 20,960.00
7/14/2026	7/14/2027	70.00%	\$ 18,340.00
7/14/2027	7/14/2028	60.00%	\$ 15,720.00
7/14/2028	7/14/2029	50.00%	\$ 13,100.00
7/14/2029	7/14/2030	40.00%	\$ 10,480.00
7/14/2030	7/14/2031	30.00%	\$ 7,860.00
7/14/2031	7/14/2032	20.00%	\$ 5,240.00
7/14/2032	7/14/2033	10.00%	\$ 2,620.00

Repayment of the Loan as required under the terms of this paragraph 1 shall be made to Lender not later than ninety (90) days following the sale, transfer, or other conveyance referred to in paragraph 1 (a), above, or following the date upon which the real estate ceases to be the Borrower's principal place of residence as provided in paragraph 1 (b) hereof.

- 2. Borrower covenants with Lender that Borrower is eligible for the Loan, in that:
 - a. The property described above is the property owned by the Borrower as of the date of the Loan, and the Borrower has no present intention to sell, assign, or transfer the interest of the Borrower in said property to another; and
 - b. The proceeds of the Loan will be used only for alterations, repairs, or improvements on or in connection with the property described above, primarily to improve the conditions relating to the health, safety or energy efficiency of the dwelling located thereon, or essential accessibility improvements, or to eliminate slum and blight conditions thereto; and
 - c. Borrower has made no material misstatement of fact in connection with Borrower's application for the Loan.

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 is an event of default under the provisions of the Mortgage, as referred to in paragraph 5, 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 herein described, together with all hereditaments and appurtenances thereto, in the full amount necessary to satisfy such repayment obligation.
4. Promptly after the date of any sale, transfer or other conveyance of the above described real estate or prior to its termination date, or promptly after the date upon which said real estate ceases to be the Borrower's principal place of residence, Borrower, his/her heirs, executors, or representatives, shall give Lender notice thereof.
5. In the event Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, or otherwise in any way be in default under the terms and conditions of this Agreement, the Lender may, at its option, declare all sums then owing by the Borrower due and payable without notice; and the Borrower hereby authorizes and empowers the Lender to sell the mortgaged premises at public auction and convey the same to the purchaser in fee simple in accordance with such sale, retain all sums secured hereby, together with all legal costs and charges for such sale, and the maximum attorneys' fees permitted by law, and to pay the balance, if any, to the Borrower; or the Lender may enforce payment of such sums as is declared due by foreclosure of the Mortgage through the usual judicial proceedings.
6. The Mortgage lien created by this Agreement shall terminate and shall be of no further force or effect in the event Lender has not, on or before July 14, 2023
 - (a) commenced 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 foreclosure of 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.
7. If this Agreement is executed by a contract for deed vendor of the property described above as one of the Borrowers, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described herein and the mortgage lien herein granted. However, in the event of default of the terms hereof, neither Lender nor its assigns shall take any action against such contract for deed vendor except such as may be necessary in order to subject it to the satisfaction of said indebtedness the property described herein.

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 shall be given effect without the conflicting provision, and to this end the provisions of the Agreement are declared to be severable.

IN TESTIMONY WHEREOF, the Borrower has executed this agreement.

_____ Remaindermen (if applicable) _____	 _____ Borrower- <u>Tou Her, a single man</u>
_____ Remaindermen (if applicable) _____	_____ Borrower- _____
_____ Remaindermen (if applicable) _____	_____ Borrower- _____
_____ Separated Spouse (if applicable) _____	_____ Contract Vendor (if applicable) _____
_____ Separated Spouse (if applicable) _____	_____ Contract Vendor (if applicable) _____

STATE OF MINNESOTA)
) ss.
COUNTY OF PINE)

On this 14th day of July, 2023, before me, a Notary Public within and for said County, personally appeared Tou Her, a single man, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Tricia Marie Gariepy
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that _____ he _____ executed the same as _____ free act and deed.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public within and for said County, personally appeared _____, to me known to be the person(s) described in, and who executed the foregoing instrument, and acknowledged that he _____ executed the same as _____ free act and deed.

Notary Public

This mortgage secures a loan made by a local unit of government under a federal affordable housing program of the Minnesota Department of Employment and Economic Development agency, an agency of the State of Minnesota, and as such is exempt from mortgage registration tax pursuant to Minnesota Statutes Section 287.04(f).

This instrument was prepared by:

Lakes and Pines CAC, Inc.
1700 Maple Avenue East
Mora, Minnesota 55051

SCDP Bid Package

Proposal Submitted By: Sunrise Roofing Systems
Business/Contractor Name: Susan Plessel
Mailing Address: Po Box 123 Shaker MN 55074
Phone #: (952) 999 1558 Fax#: ()
Cell Phone #: () Email:
Contractor License #: 42161482
Signature: [Signature] Date: 7-12-23



Bid Due Date: 05/19/2023

Bids should be mailed or faxed to Lakes & Pines CAC, Inc. to the Attention of: Nicole
1700 Maple Ave. E, Mora, MN 55051 Fax: 520-679-6863 Email: nicole.klosner@lakesandpines.org

Proposal for: Nicoll's Café - Tou Her
Property Address: 255 Main St S, Pine City, MN 55063
Phone #: 612-387-4793
Program: Pine City SCDP - Commercial

Total Cost of Proposal:

\$ 26,200.00

Bid Requirements & Instructions:

1. Contractor must be an independent contractor, not an employee of Lakes & Pines CAC, Inc.
2. Contractor must be licensed to perform the proposed work in the State of Minnesota.
3. Contractor must have and maintain general liability insurance during the project.
4. Contractor must carry worker's compensation insurance for employees, subcontractors and casual laborers during the project.
5. Bid amount must include all labor, materials, equipment, licenses, insurances, permits, etc. needed to properly complete the proposed work.
6. Contractor must secure all permits and abide by all MN building codes to complete the project.
7. Interpretation of the proposed work must be requested from Lakes & Pines CAC, Inc. staff, not the property owner. Contact Allan at extension 124 with any questions on this proposal of work.
8. Bid the proposed work only as written. If in your opinion, additional work is needed or alternate option is available, submit an alternate bid on company letterhead and send it to Lakes & Pines CAC, Inc. with this bid package.
9. If during the project, the proposal is altered in any way, a change order will be issued after consultation with Lakes & Pines CAC, Inc. staff.

Contract Award & Payment Information:

1. All bids will be reviewed for accuracy & completeness by Lakes & Pines CAC, Inc. staff.
2. The lowest, most responsible bid, or the contractor of the property owner's choosing will be awarded the contract to complete the project. All bidders will be notified of this selection.
3. Work **CANNOT** begin until the contractor has received a Proceed to Work Notice from Lakes & Pines CAC, Inc. AND a pre-construction meeting has been held between the contractor, owner & Lakes & Pines CAC, Inc. staff.
4. The contractor will be paid in full AFTER the work has been satisfactorily completed. Progress payments can be arranged but NO payments will be made to secure materials.
5. Lakes & Pines CAC, Inc. will inspect all completed work before payment is issued.

1700 Maple Avenue East - Mora, MN 55051-1227

Office & TDD - 520.679.1800 - FAX 520.679.6863

Special accommodations for people with disabilities upon request.

Serving the counties of Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs, ...

An Equal Opportunity Employer & Contractor

Nicoll's Cafe
Tou Her
255 Main Street S
Pine City, MN 55063
612-387-4793
Updated: 4/6/2023

Field Inspector: Allan Cekalla

Flat roof

On flat roofs above the second floor, install an EPDM roofing system over 1 1/2 " extruded polystyrene foam board insulation. Price is to include all labor, surface preparation, EPDM membrane, fasteners, splice cement, lap sealant, bonding plates, termination bars, adhesives, flashing and lumber. All work to be performed in accordance with the manufacturer's written instructions. CONTRACTOR IS TO PROVIDE A BROCHURE LISTING THE MANUFACTURER'S NAME AND PERIOD OF WARRANTY.

Materials: \$ 9,626.00

Labor: \$ 16,574.00

Door

Furnish and install a new insulated, pre-hung, pre-finished commercial rated steel door of good quality in the west entrance. Installation shall include removal and disposal of old door and frame (including transom). Door shall complete with all hardware, panic bar, and dead bolt lock. Install all needed trim, door shall be factory weatherstripped on both sides, top and at threshold. New frame will be securely fastened into the opening and be properly flashed and sealed.

Materials: \$ _____

Labor: \$ _____

Window

Furnish and install two new vinyl slider window units on the west wall. The units to be thermal pane, Energy Star rated, Low E, permanently clad, complete with screen, extension jambs, new trim, and drip cap. New windows shall be set true and plumb and be securely anchored; sill shall be supported its entire length. Insulate and seal rough opening after installation, properly flash window. Finish interior to match existing. Windows to be a quality manufacturer.

Materials: \$ _____

Labor: \$ _____