



Economic Development Authority

EDA MEETING AGENDA

June 25, 2024 ~ 11:30 a.m. ~ Frazee Fire Hall

1. Call the Meeting to Order
2. Roll Call
3. Approval of Agenda
4. Open Forum
5. [Meeting Minutes – May 21, 2024](#)
6. [Project Updates](#)
7. Old Business
 - a. [Newsletter Update](#)
 - b. [DTI Lease](#)
8. New Business
 - a. [Policy Recommendations](#)
9. [EDA Financials](#)
10. Commissioner Comments
11. Adjournment

Meeting Minutes – May 21, 2024

1. Call the Meeting to Order: 11:30am
2. Roll Call: John Olson, Heath Peterson, Andrea Froeber, Hank Ludtke, Mark Kemper, Ashley Renollet, Stephanie Poegel, Karen Pifher
3. Approval of Agenda: motion by Ashley, second by Andrea. All in favor, so moved.
4. Open Forum: No discussion.
5. Meeting Minutes: Motion by Mark, second by Andrea. All in favor, so moved.
6. Project Updates – Consultant Report
 - a. Downtown Commercial Retail Space: no changes
 - b. Frazee Industrial Park / Housing Development
 - i. Based on research and input from other communities it is recommended not to move forward with Neil Lewis to explore affordable housing. Motion by Andrea and Second by Heath to send a letter declining any partnership agreement. All in favor, so moved.
 - c. Business Center Building: no changes
 - d. Red Willow Lots: new video to market them by realtor created.
 - e. Wannigan Regional Park: Approval of \$623K and \$223K for trails within the park and to access the park. Troll will be completed by this Friday. Speaker in DL on the troll series this evening the 21st at the Holmes Theater. Discussion on being included in marketing- note that we have several photos of the Troll team staying in Frazee at Karinall, canoeing the Ottertail and taking in the amenities that can be utilized to promote Frazee. Will discuss inclusive marketing with Project 412 as well. Partnership currently on a community wide survey with Project 412.
 - f. Grants: Working on Family Resource Center gap analysis. Blandin declined (multiple applications from the city of Frazee).
 - i. Motion to provide a recommendation from the EDA to the city of Frazee City Council to support implementing a grant policy that all grant Letters of Support and applications need to be approved by city council prior to submission, reviewed by the City administrator and signed by the City administrator. After a verbal and written warning, if the policy is violated the consequence is that the granting organization will be notified that the person is no longer allowed to submit any application or speak on behalf of the city and any applications will be rejected. Motion by Ashley, Second by Andrea. All in Favor, so moved.
 - g. Recruiting New Business: word of mouth is working well.
 - h. Community Engagement: Fridays in Frazee launch on June 7
 - i. EDA Loan Programs: no applications. One referral to apply when ready.
 - j. Business Outreach: no change

- k. Marketing Materials: CCC is hiring a marketing and branding lead
- l. Family Resource Center: listening sessions moving forward. Apply for grant in September for implementation

7. Old Business

- a. Newsletter is reaching more than 100 people and highlighting new services, businesses and resources. Refer any new businesses to Karen.

8. New Business

- a. MN Energy Easement:
 - i. Motion by Andrea to approve, second by Ashley. All in favor, so moved.
- b. Upfitting bay #3 (new building) – develop lease agreement now that will be paid upon completion of upfitting with agreeable terms.
 - i. Motion by Andrea to approve moving forward with lease agreement, second by Heath. All in favor. So moved.
 - ii. Karen will reach out to the infill committee to finalize lease terms.
- c. Policy recommendation discussion:
 - i. Buildings on main street cannot be utilized for storage. This is done in other communities. Motion to recommend this to planning and zoning by Heath, second by Andrea. All in favor, so moved.
 - ii. Vacated main street apartment rentals. Discussion on if there is a policy to ensure that vacated main level rentals are not able to be rented out? Recommendation to zoning and planning to discuss and look at potential policy.

9. EDA Financials:

- a. Discussion on budget to support Creating Community Consulting. Budget ends in June for contract. CCC has leveraged significant dollars and resources to support project based work, but not for general operations. Discussion that the EDA does have reserve funding. Motion by Ashley to approve using reserve funds to continue the contract with CCC for the remainder of 2024 based on the success of return on investment. Second by Andrea. All in favor. So moved.

10. Commissioner Comments: None.

11. Adjournment at 12:47

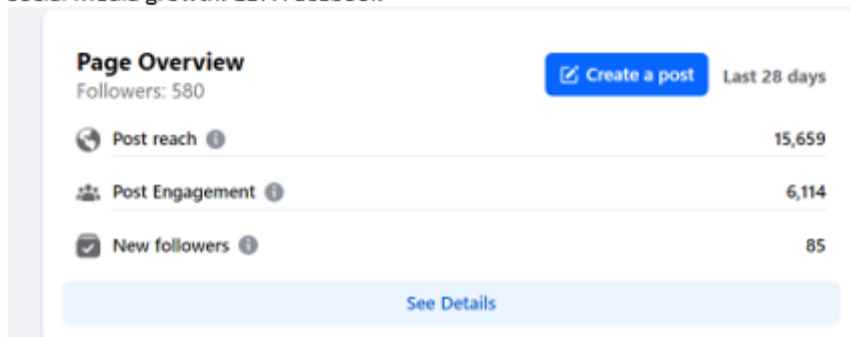
Respectfully submitted,
Karen Pifher

Project Updates

Project Updates

Project Updates – Consultant Report

- a. Downtown Commercial Retail Space: no changes.
- b. Frazee Industrial Park / Housing Development
 - i. Discussion with a housing developer interested in single family homes. Follow up meeting set up to discuss several lots in town.
- c. Business Center Building: no changes
- d. Red Willow Lots: new video to market them by realtor created.
- e. Wannigan Regional Park:
 - i. Grand Opening on the 27th from 4-6pm
 - ii. Troll complete: approximately 1K-2K people over the weekend
- f. Grants:
 - i. Working on Family Resource Center gap analysis. 20+ community partners engaged
 - ii. Grant Policy update – focus on process as best practice
- g. Recruiting New Business:
 - i. Tour of new building with two people
 - ii. New large business being proposed on main street
 - iii. Interest from a couple businesses for 2025
- h. Community Engagement:
 - i. Fridays in Frazee: 300 people first week and about 250 second week
 - Input: “10 out of 10- great time” by a parent, and several comments about how incredible this is for a small town
 - We can add things- let Karen know what people want to add (if applicable)
- i. EDA Loan Programs: no applications. One anticipated withdrawal and two potential applications coming soon
- j. Business Outreach: no change
- k. Marketing Materials: CCC is hiring a marketing and branding lead starting July 8.
 - i. Matching Kiosk/Signage planned for Wannigan, Corner Lot and Lions Park to support waymaking and community amenities for visitors.
 - ii. Social Media growth: EDA Facebook



Old Business

NEWSLETTER

Newsletter is reaching more than 150 people and highlighting new services, businesses and resources. Refer any new businesses or services to Karen for interviews.

Old Business

DTI LEASE

Final terms at \$16/sq foot starting and increasing annually by 3% each year.

LEASE AGREEMENT

This Lease Agreement (hereafter "Lease") is made as of the ___ day of ____ . 1. between the Frazee Economic Development Authority, a public body corporate and political subdivision under the laws of the State of Minnesota, of P.O. Box 387, Frazee, MN 56544, (hereafter "Landlord"), and _____, of _____ (address) (hereinafter "Tenant").

RECITALS

- a. Tenant is a Minnesota for profit entity organized under the laws of the State of Minnesota.
- b. Landlord is an Economic Development Authority enabled by the City of Frazee, Minnesota and operating pursuant to Chapter 469 of the Minnesota statutes.
- c. Landlord is the owner of real property including land, buildings and associated parking area located in the City of Frazee and located at 109 Main Ave E., Frazee, Minnesota (hereinafter called the "Real Property") which is being and has been utilized by tenant under lease in order to fulfill its charitable purposes (hereafter called the "Premises").

IN CONSIDERATION of the agreements herein and other good and valuable consideration Landlord does hereby lease to Tenant, and Tenant does lease from Landlord the Premises upon the rentals and subject to the conditions set forth in this agreement

1. **IBRM.** The lease shall be for Five (5) years, commencing on or before 120 days after substantial completion of the building shell and continuing through Five (5) Years from said date. The lease shall have the option at the request of the Tenant to extend for an additional Five (5) years under the same terms as outlined in this agreement.
2. **RENT.** Tenant covenants and agrees to pay to the EDA as rent for the said premises during said term the sum laid out in the table below per year, which shall be payable on the 1st day of each month during the term of this lease. Rent payments shall commence with the first payment being due 30 days after occupancy of the tenant. Tenant has the option to take possession at any point throughout a month. Any initial partial month payment shall be due with the following months rental payment (no earlier than 30 days from occupancy) and is due by the 1st of that month at a pro rata amount plus in addition to the full months rent.
 - a. Examples:
 - i. Tenant begins occupancy on April 1st then the first months rent would be due on May 1st.
 - ii. Tenant begins occupancy on April 15 then the first months rent would be due on June 1st and would include the total May rent and pro rata from April combined.

Payments are at a rate of \$16 per sq footage in year one. Tenant's rental building, Suite A, has a square footage of 1,410 square feet. The lease rates are based upon the estimated construction costs and

comparable rental fees in the region based on space, buildout, amenities, and age and structure of the building. All of the above rental and payments as therein mentioned shall be payable to the EDA at P.O. Box 387, Frazee, MN 56544, or at such other place as the EDA may designate in writing.

Tenant shall pay a pro rate share of rent for the initial month's rent if possession is not taken on any date that would not qualify as the beginning of a rent period.

This lease shall include a cost of living annual increase in the base rent each year of the 5 years of the term of this lease that averages out to a 2.8% increase over the terms of the lease. Table below:

| Year | Rate | Increase/Yr | SF | Price per Year | Price per Month |
|--------|---------|-------------|------|----------------|-----------------|
| Year 1 | \$16.00 | 0 | 1410 | \$22,560 | \$1,880.00 |
| Year 2 | \$16.32 | 2% | 1410 | \$23,011.20 | \$1,917.60 |
| Year 3 | \$16.80 | 3% | 1410 | \$23,688 | \$1,974.00 |
| Year 4 | \$17.47 | 4% | 1410 | \$24,632.70 | \$2,052.73 |
| Year 5 | \$18.34 | 5% | 1410 | \$25,859.40 | \$2,154.95 |

3. UTILITIES AND TAXES.

- a. Tenant shall provide and pay when due the cost of water, sewer and electric utilities, heating, cooling, and ventilation. Tenant is also responsible for all telephone, internet, or any other service Tenant deems necessary and is not listed in this agreement.
- b. Landlord shall provide and pay when due the cost of garbage removal, if contracted by landlord, snow removal from the parking areas, ice melt, yard care and other necessary building and grounds repair and maintenance. Landlord shall be responsible for keeping entrances, sidewalks and other external areas of use by Tenant clear of all snow, tee and debris. However, Tenant agrees to assist in the removal of any non-significant snowfall that does not require the use of a machine for removal. Non-significant snowfall is classified as any amount less than ½ inch in accumulation. In the event the costs incurred by Landlord for these services in any calendar year of the term of this lease increases by more than two- and one-half percent (2.5%) over the cost incurred by Landlord for these services during the immediately preceding calendar year of the term of this lease, Landlord shall work with the Tennant to reduce or re-allocate those costs.

Landlord may also increase or charge a garbage rate to a Tenant if it is determined that a Tenant is responsible of contributing an exorbitant amount to the garbage. Prior to any charges or increase, a meeting shall be had between the Landlord and Tenant with a discussion about the issue and determine if any alternative remedies may be found

- c. Tenant shall be responsible for all property taxes based upon a square footage calculation as calculated by the County. Tenant is responsible for all special assessments on the same square footage calculation.

4. CONDITION OF PREMISES.

The Tenant has inspected the Premises and accepts them AS IS, WITH ALL DEFECTS AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED.

5. CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS.

Tenant shall not make alterations, additions or improvements, nor make changes to the building front or other structural changes to the premises, without prior written approval from Landlord. Tenant shall provide lien waivers to Landlord from any contractors or sub-contractors furnishing material, services or labor to any improvement, which Landlord may, in its discretion, require in advance of providing Landlord's written approval. Tenant shall hold Landlord harmless from any liens, encumbrances or other obligations whatsoever arising from any such alterations or improvements.

Tenant further acknowledges that any construction upon the real property to be used as the premises shall be the property of Landlord as part of the Premises and that Landlord shall not be responsible for the cost of materials or labor utilized in the construction.

Tenant further acknowledges that Tenant must follow the requirements of MN Statute 471.345 for any and all contracts utilized by Tenant in furtherance of any construction of any improvements upon the real property.

6. OWNERSHIP OF IMPROVEMENTS AND FIXTURES.

Any alterations, installations, additions and improvements made to the leased premises shall become the property of Landlord as a part of premises. However, furniture, trade fixtures and other personal property installed by Tenant shall remain the Tenant's property and may be removed at any time, provided Tenant promptly repairs any damage caused by removal.

7. SURRENDER OF PREMISES.

At the expiration of Tenant's occupancy under this Lease, or otherwise, Tenant shall return possession of the Premises to Landlord in as good condition as they were when Tenant took possession, ordinary wear and tear excepted.

- 8. SUBLETTING.** Tenant SHALL NOT sublet any portion of the Premises or assign any interest in this Lease to any sub tenant without prior written consent of the Landlord. In the event that Landlord shall consent to sublet of the Premises, the sub tenant shall be bound by all terms of this agreement which are to the benefit of Landlord during the occupancy of the sub-tenant, and shall be required to obtain, and provide to Landlord evidence of, all insurance required by this agreement.

9. COVENANTS OF TENANT.

- a. Tenant shall not do or allow anything on the Premises which will increase the rate of fire insurance for the Premises or permit the accumulation of waste or refuse matter.
- b. Tenant shall commit no act of waste and shall take good care of the Premises and the
- c. fixtures therein. Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and all other utility service.
- d. Not later the last day of the Term, Tenant shall remove all of the Tenant's personal property, repair all damage done in connection with the installation or removal of said property and improvements, and surrender the Premises to the Landlord. All property of Tenant remaining in or on the Premises after the last day of the Term, shall be deemed abandoned.

- e. Tenant shall keep the Premises in a neat, clean and respectable condition and shall refrain in all respects from any waste of the Premises. Tenant agrees to keep the building in a clean and functional condition.
- f. Pursuant to Minn. Stat Chapter 144 and Minn. Stat. Chapter 16B, occupants of the Premises shall not smoke or permit smoking on the Premises.
- g. Store Signage must be in compliance with city ordinances and approved via permitting if applicable.

10. INSPECTION.

Landlord may, at reasonable times, enter the Premises to inspect same or to make repairs or replacements as may be required or permitted by this Lease. Lessee shall deposit, and continue to keep on deposit, with Landlord, a complete set of keys to all of the building doors for buildings on the Premises.

11. CASUALTY DAMAGE.

If the Premises are substantially damaged by fire or other cause then Landlord may elect to terminate this Lease by notice to Tenant and Tenant may elect to terminate this Lease by notice to Landlord.

12. TENANTS FIRE INSURANCE.

Tenant will procure and keep in full force and effect at Tenant's cost, insurance to cover all of Tenant's property on or in the Premises to the extent of its full insurable value. As a condition of this lease, Tenant shall provide to Landlord evidence of that insurance in form acceptable to Landlord.

13. INDEMNIFICATION.

Tenant covenants and agrees to indemnify, defend and hold Landlord harmless from all injury, loss, claims, actions, damages, liability, costs and expense, including defense costs, in connection with loss of life, personal or bodily injury, damage to property, claims, or litigation arising from or out of any occurrence in, upon or at the leased Premises or the occupancy or use by the Tenant of the leased Premises, or occasioned anywhere wholly or in part by any act, neglect, or omission of Tenant, its agents, customers, contractors, employees, servants, lessees, or concessionaires, or sub tenants, sub lessees, or invitees.

14. LIABILITY, HAZARD, AND WORKERS COMPENSATION INSURANCE.

Tenant shall during the entire term of this Agreement and any renewal of this Agreement, keep in full force and effect at the sole cost of Tenant, policies of public liability and workers compensation insurance with respect to the premises, and the operations of Tenant and all of its sub-contractors and lessees. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Section or required by law. The general liability policy shall provide that the coverage provided by Tenant pursuant to this Agreement shall be primary and noncontributory in the event of a loss. Tenant shall procure and maintain the following minimum insurance coverages and limits of liability:

Worker's Compensation:

Statutory Limits

Employer's Liability:

- \$500,000 each accident
- \$500,000 disease policy limit
- \$500,000 disease each employee

Comprehensive General Liability

- \$1,000,000 property damage and bodily injury per occurrence
- \$3,000,000 general aggregate
- \$100,000 fire legal liability each occurrence
- \$50,000 water legal liability
- \$5,000 medical expense

Umbrella or Excess Liability

- \$3,000,000

The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- Premises and Operations coverage with no damage exclusion. Personal injury with Employment Exclusion (if any) deleted.
- Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.
- Broad Form Property Damage coverage, including completed operations, or its equivalent.
- Additional Insured Endorsement(s), naming the "Frazee Economic Development Authority" as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by Landlord.

Tenant shall maintain in effect the insurance coverages required of it under this Section at the sole expense of Tenant and with insurance companies licensed to do business in the State of Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by Landlord in writing, and approved by the Landlord in advance. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

- All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- All policies except the Worker's Compensation Policy shall contain a waiver of subrogation naming "the Frazee Economic Development Authority";
- All policies except the Worker's Compensation Policies, shall name "the Frazee Economic Development Authority" as an additional insured;
- All policies except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by tenant under this Agreement; and
- The worker's compensation insurance shall cover paid employees and insurance, similar to worker's compensation insurance shall cover volunteer workers.

Coverages afforded by all policies shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the Landlord. **Copies of all Certificates of Insurance which evidence current compliance with this Section must be filed with Landlord.** Upon request of the Landlord, a copy of each insurance Policy, Declaration Page, Rider and/or

Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to Landlord and shall provide satisfactory evidence that Tenant has complied with all insurance requirements. Renewal certificates shall be provided to Landlord prior to the expiration date of any of the required policies. the Landlord will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Tenant of any deficiencies in such documents and receipt thereof shall not relieve Tenant from, nor be deemed a waiver of, Landlords right to enforce the terms of Tenants obligations hereunder. The Landlord reserves the right to examine any policy provided for under this Section, a copy of which will be provided by Tenant to the Landlord upon request of the Landlord.

Tenant agrees that the indemnity obligations of this agreement shall be construed and applied in favor of indemnification. Tenant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. Acceptance of the insurance by the Landlord shall not relieve, limit or decrease the liability of Tenant Payment of any policy deductibles or retention shall be the responsibility of Tenant. Tenant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect Tenant's interest or provide adequate coverage.

Landlord shall keep all buildings, improvements and fixtures now or later located on or a part of the real property insured against loss by fire, lightning and such other perils as are included in a standard "all risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary and theft. Such insurance shall be in an amount equal to the then full replacement cost of the buildings, improvements and fixtures, without deduction for physical depreciation, located at the real property.

15. RENEWAL OPTION.

Subject to the right of Landlord to terminate this Lease as otherwise provided herein, Landlord hereby grants to Tenant the right and option (hereafter Option) to be exercised on or before the end of the Option period, defined below, to renew this lease of the

Premises. In the event that this lease is renewed by exercise of the renewal option, the term of this lease shall be extended for a Term of five (5) years (herein the "renewal term") commencing at the expiration of the initial term of this lease. The terms and conditions of the lease, in its renewal term, shall remain the same as provided in this lease, with the exceptions that it shall not contain this renewal option and that the amount of base rent for each year of the renewal term shall be subject to negotiation and agreement at the time of renewal. Failure of the parties to agree upon base rent for the renewal term prior to expiration of the end of the Term shall nullify the renewal and result in termination of this Lease. Renewal, if any, beyond the renewal term shall be at the discretion of, and negotiated by, the parties to this agreement.

16. EXERCISE OF OPTION.

The option to renew the lease shall be deemed fully exercised if written notice of election to renew this lease (hereafter Notice of Election) is given by the Tenant to the Landlord in the manner for the giving of notice as set forth in the Lease.

17. OPTION PERIOD.

The exercise period of the renewal Option shall commence six (6) months prior to the end of the Term of this lease and shall run for a period of five (5) months. Notice of exercise must be given within the Option Period.

18. GOVERNMENTAL REGULATIONS.

Tenant shall, at Tenant's sole cost and expense, comply with and faithfully observe all of the rules, regulations, ordinances, laws and requirements of county, municipal, state, federal and other applicable governmental authorities, present or future, which affect the occupancy or use of the leased Premises. Tenant shall defend and hold Landlord financially harmless from consequences of any violation of such laws, ordinances, or regulations.

19. MINNESOTA GOVERNMENT DATA PRACTICES ACT.

Tenant and any subcontractor and lessee must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Landlord pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Tenant or any subcontractor or lessee pursuant to this Agreement. Tenant and any subcontractor and lessee are subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Tenant or any subcontractor or lessee receives a request to release data, Tenant must immediately notify the Landlord. The Landlord will give Tenant instructions concerning the release of the data to the requesting party before the data is released. Tenant agrees to defend, indemnify, and hold the Landlord, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Tenant's officers, agents, partners, employees, volunteers, assignees, subcontractors or lessee's unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

20. SUCCESSORS.

This Lease shall extend to and bind the respective successors, and assigns of the parties.

21. DEFAULT.

If Tenant defaults in the performance of any provision of this Lease, Landlord may give Tenant notice of such default. If Tenant does not cure any default within five (5) days after notice, then Landlord may terminate Tenant's occupancy under this Lease by notice to Tenant and on the date specified in said notice the Tenant's right of possession shall terminate, but Tenant shall remain liable for its obligations under this Lease. Tenant must reimburse Landlord for any expenses, including attorney fees, incurred by Landlord by reason of any default of Tenant, including collection of amounts due under this lease. Said expenses shall be due and payable upon demand therefore as provided by notice from Landlord to Tenant.

22. WAIVER OF DEFAULT.

The failure of either party to insist on strict performance of any provision of any provision of this Lease shall not be construed as a waiver of such provision.

23. NOTICE.

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed by certified mail in a postpaid envelope addressed as set forth at the beginning of this Lease. Notice shall be deemed duly given if delivered personally, upon the delivery thereof, and if mailed, upon the day following the mailing thereof.

24. ENTIRE AGREEMENT.

This Lease sets forth all agreements between Landlord and Tenant concerning the leased Premises. No amendment this Lease shall be binding upon Landlord or Tenant unless made in writing and signed by them.

25. HOLDINGOVER.

In the event Tenant remains in possession of the premises after the Term without the execution of a new Lease, it shall be deemed to be occupying said Premises as a Tenant in Sufferance, or at Landlord's option, as a Tenant from month to month only, subject to all terms of this Lease insofar as the same can be applicable to such a Tenancy.

26. NO BUSINESS RELATIONSHIP.

Nothing in this Agreement shall be interpreted as creating a partnership or joint venture between the parties relative to the Optioned property or any business thereon.

27. NON DISCRIMINATION.

During the performance of this Agreement Tenant, its subcontractors and lessees shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. Tenant shall post in places available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause and stating that all qualified applicants will receive consideration for employment. Tenant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. Tenant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title V1 of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 and its subsequent amendments. Activities and programming at the premises shall not be denied to any person because of race, creed gender or national origin.

28. NO OTHER WARRANTIES. Other than those expressly stated, herein, Landlord makes no warranties or representations and Tenant has not relied on any such warranties or representations, express or implied, relative to the condition of the real property or any other matter relative to this Agreement. Tenant acknowledges that tenant has thoroughly inspected the real property and will, if at all, lease the same in an "as is" condition.

- 29. **CAPTIONS.** All captions, headings or titles in this Agreement are for convenience and do not limit the scope of the paragraphs or sections to which they apply.
- 30. **CONDEMNATION.** If all or any part of the Premises is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or shall be paid to Landlord.
- 31. **INTERRUPTION OF SERVICES OR USE.** Interruption of any services necessary to occupancy, including utilities shall not entitle Tenant to any claim against Landlord, not shall the same be constructive or partial eviction.
- 32. **AUDIT.** Pursuant to Minn. St.at. Chapter 16B, the books, records, documents and accounting procedures of Tenant and Landlord relevant to this Lease shall be subject to examination by the State and/ or Legislative Auditor during normal business hours after reasonable notice.

IN WITNESS OF THEIR AGREEMENT, the parties have executed this Agreement effective the day and year first above written.

Landlord

Tenant

By:
Its:

By:
Its:

By:
Its:

By:
Its:

STATE OF MINNESOTA)

) :ss

County of Becker)

The foregoing was acknowledged before me this __ day of _____, 2024 by _____ and by _____ respectively the President and Secretary of the Frazee Economic Development Authority, a public body corporate and political subdivision under the laws of the State of Minnesota, Landlord.

New Business

Policy recommendation discussion on rentals/buildings:

- a. Buildings on main street cannot be utilized for storage. Develop a letter signed by the EDA to submit to planning and zoning with the recommendation and research behind it.
- b. Host a landlord invite meeting to discuss business survey findings, transition to main street retail and to identify what is needed to support families transitioning out of potential retail spaces. Identify support, and a timeline to start working towards transitions.

EDA Financials

No financials yet – getting closer, hopefully will be done by the end of July.