

**CITY OF CHATFIELD ECONOMIC DEVELOPMENT AUTHORITY**  
**AGENDA**  
**City Council Chambers - 21 SE Second Street, Chatfield, MN 55923**  
**December 16, 2024, 4:30 P.M.**

1. Call to Order
2. Approval / Acceptance / Statutory
  1. [July 22, 2024 Meeting Minutes](#)  
Motion to approve as presented
  2. [Monthly Revolving Loan Report](#)
  3. [Chatfield Alliance Report](#)
  4. [Chatfield Center for the Arts Report](#)
3. Business
  1. [Workforce Housing Development Grant Update](#)
  2. [Solar Field Proposal](#)  
Motion to recommend to the City Council approval of a Right of Entry Agreement.
  3. [EDA Gala Feedback](#)
  4. [Hookup Fee Waiver Pilot Program](#)  
Consider the possibility of extending this program into 2025.
4. Other Business
  1. [Community Development Director Welcome](#)
5. Adjourn



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** July 22, 2024 Meeting Minutes

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:** Motion to approve as presented

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**

[2024 0722 EDA Meeting Minutes.pdf](#)

# ECONOMIC DEVELOPMENT AUTHORITY

## MEETING MINUTES MONDAY JULY 22, 2024

**MEMBERS PRESENT:** PAUL NOVOTNY, MIKE URBAN, MICHAEL TUOHY, MOLLY BAUM, SUE KEEFE, LUKE ISENSEE

**MEMBERS ABSENT:** RANDY PAULSON

**OTHERS PRESENT:** SARA STURGIS, YOEL TOPEL, TODD KIEFFER, AND CHRIS GIESEN

With a quorum present, the regular meeting was called to order at 4:31 p.m. by Tuohy at the Thurber Municipal Center.

- A. The board reviewed the minutes of the June 24, 2024 meeting. Motion by Urban, second by Keefe to approve the minutes as presented. The motion carried unanimously.

Isensee entered the meeting at 4:36 P.M.

- B. The board reviewed the status of the loan fund. All loans were current.

- C. Sara Sturgis provided an update that Farmer's Market has been successful this year and ideas for expanding in 2025.

- D. No news to update for the Chatfield Center for the Arts.

- E. Lonestone Outlot C has been sold to Wright Homes, LLC. Closing was pending and hoping to build new on the lot shortly.

- F. Topal Ice Cream, Inc. (Dairy Queen) Revolving Loan Fund Application was for \$20,000. Loan committee recommended \$7,600. Motion by Keefe, second by Isensee to approve loan in the amount of \$7,600 to be paid back over 10 years at 4%. Motion carried unanimously.

- G. Residential hook-fee waiver program discussed. Goal is to spur growth in the community. This incentive will run through 2024. This will save owners \$4,200. Motion made to recommend City of Chatfield waive the \$4,200 hook-up fees through the year 2024. Motion by Keefe, second by Isensee. Motion unanimously passed.

- H. Board discussed previous housing development/redevelopment ideas and inquired about any updates.

- I. Motion by Baum, second by Isensee to adjourn the meeting. Motion carried unanimously. The meeting adjourned at 5:24 PM.

Respectfully submitted by: Chris Giesen

EDA President Signature: \_\_\_\_\_





## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Monthly Revolving Loan Report

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**

[NEW CHATFIELD EDA RLF LEDGER 2024.12.09.pdf](#)

CHATFIELD EDA  
REVOLVING LOAN FUND  
Account Balances - Active Loans

matting Key: 

Input

Linked Cell

Calculation

12/9/2024

NAME	DATE	LOAN AMOUNT	REPAID PRINCIPAL	INTEREST	ADJUST	LOAN BALANCE	LAST PAYMENT	PAID THROUGH	MONTHLY PAYMENT	FUND	P&I PAID	Net Paid - Loan
Big Girl Stickers & Stems	8/20/2018	40,000.00	22,057.03	7,101.53	-	17,942.97	11/20/2024	11/20/2024	\$ 404.98	360	29,158.56	(10,841.44)
Broadwater Original	8/20/2019	55,500.00	24,741.59	9,452.79	-	33,458.41	11/20/2024	11/20/2024	\$ 561.91	360	34,194.38	(21,305.62)
Chatfield Dental Care, LLC & Rushing Enterprise	5/15/2024	100,000.00	1,666.68	-		98,333.32	11/20/2024	11/20/2024	\$ 416.67	360	1,666.68	(98,333.32)
Corner Cuts Salon	9/20/2017	25,353.50	16,430.44	4,874.83	-	8,923.06	11/20/2024	11/20/2024	\$ 256.69	360	21,305.27	(4,048.23)
Joy Ridge	3/20/2022	40,000.00	9,145.73	3,813.63	-	30,854.27	11/20/2024	11/20/2024	\$ 404.98	360	12,959.36	(27,040.64)
Topel Ice Cream Inc.	9/1/2024	7,600.00	164.80	66.05	-	7,435.20	11/20/2024	11/20/2024	\$ 76.95	360	230.85	(7,369.15)
TOTAL ACTIVE LOANS		268,453.50	74,206.27	25,308.83	-	196,947.23			2,122.18		99,515.10	(168,938.40)

TOTAL COMMERCIAL LOANS

Cash Flow			Balance Sheet		
Contributions   Start Up & Grants	1,409,088.00		Cash	240,059.56	Linked cell from Cash Flow Balance
Fund Interest Allocation Income	42,059.70	360 & 361 *Est	Loans Made	1,624,397.46	Column C Total Less Modifications (Forgiveable)
Repayments	1,436,755.61	P&I AND MOD	Less Payments	1,281,210.37	Principal Column Total
Total Revenue	2,887,903.31	Sum	Less Write Offs	143,782.82	Settled and Default Loan Balance
Loans Made	2,199,669.46	Grand Total Loan Amount	Total Loans Receivable	199,404.27	Loans Made - Payments - Write Offs
From Cell B143 See Notes	Expenses	448,174.29	Total Assets	439,463.83	Cash + Loans Receivable
Total Expenses	2,647,843.75		Payables	-	
Balance	240,059.56	Total Rev Sum-Total Exp	Total Liabilities	-	
Banyon Fund Acctg.			Equity	439,463.83	Total Assets - Total Liabilities
360	148,255.12	As of 12/09/2024			
361	91,804.44	As of 12/09/2024			
	240,059.56				
	-				



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Chatfield Alliance Report

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Chatfield Center for the Arts Report

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**





## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Workforce Housing Development Grant Update

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**

[Chatfield Selection Ltr.pdf](#)



Minnesota Housing  
400 Wabasha St. N.  
Suite 400  
St. Paul, MN 55102

October 14, 2024

Michele Peterson  
City of Administrator  
City of Chatfield  
815 Grand St NE  
Chatfield, MN 55923

**Re: Workforce Housing Development Program Request for Proposals  
D8732 / M20764 Grand Street Apartments**

Dear Michele Peterson,

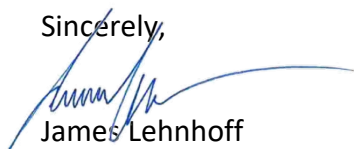
Congratulations! Minnesota Housing is excited about the opportunity to expand workforce rental housing in Greater Minnesota communities. I am pleased to inform you that the proposal was selected by our board of directors on September 26<sup>th</sup>, 2024, to receive a deferred loan. The award amount is listed on the attached resolution.

This year, Minnesota Housing advertised up to \$39 million in available funding for the 2024 Workforce Housing Development Program Request for Proposals and received 48 multifamily applications requesting approximately \$95 million in deferred funding. The total number of selection points awarded to your proposal can be found in the Self Scoring Worksheet enclosed with this letter. The final point range for selected proposals was 69 – 51 points. Scores for projects will be posted on [Workforce Housing Development Program](#) page of Minnesota Housing’s website.

Copies of your Deferred Loan Agreement as well as additional information and instructions will follow this letter. If you have any questions, please reach out to Sara Bunn at [WorkforceHousingDevProg.MHFA@state.mn.us](mailto:WorkforceHousingDevProg.MHFA@state.mn.us).

Thank you for helping meet the workforce rental housing needs in Greater Minnesota communities. We are grateful for your partnership and look forward to working with your organization.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Lehnhoff', with a long, sweeping horizontal line extending to the right.

James Lehnhoff  
Assistant Commissioner, Multifamily

Enclosures

**MINNESOTA HOUSING FINANCE AGENCY  
400 Wabasha Street North, Suite 400  
St. Paul, Minnesota 55102**

**RESOLUTION NO. MHFA 24-070  
RESOLUTION APPROVING SELECTIONS FOR THE  
WORKFORCE HOUSING DEVELOPMENT PROGRAM (WHDP)**

WHEREAS, the Minnesota Housing Finance Agency (Agency) has received state appropriations to support the Workforce Housing Development Program (Program); and

WHEREAS, the Agency has received applications for funds that will be used to build market rate residential rental properties in Greater Minnesota communities with proven job growth and demand for workforce housing; and

WHEREAS, Agency staff has reviewed the applications and determined that the applications are in compliance under the Agency's rules, regulations, and policies; and that the applications will assist in fulfilling the purpose of Minn. Stat. 462A.39.

**NOW THEREFORE, BE IT RESOLVED:**

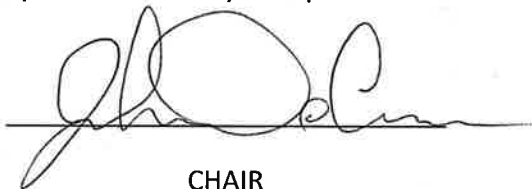
That the Minnesota Housing board hereby authorizes Agency staff to enter into Grant Contract Agreements and Deferred Loan Agreements for the Workforce Housing Development Program in the amounts listed below with said applicants, subject to the terms and conditions contained herein:

<b>D#</b>	<b>Applicant</b>	<b>Funding Recommendation</b>
8726	Atwater	\$ 360,000
8321	Sandstone	\$ 3,950,000
8732	Chatfield	\$ 475,000
8741	Henderson	\$ 95,000
8758	Waterville	\$ 90,000
8728	Battle Lake	\$ 495,000
8736	Gaylord	\$ 1,000,000
8762	Zumbrota	\$ 2,816,000
8757	Wabasha	\$ 2,950,000
8719	Watkins	\$ 499,000
8295	Ellendale	\$ 168,000

<b>D#</b>	<b>Applicant</b>	<b>Funding Recommendation</b>
8742	Hendricks	\$ 320,000
8730	Bemidji	\$ 425,000
8759	Winona	\$ 298,000
8751	Northfield	\$ 750,000
8747	Mountain Lake	\$ 1,429,000
8743	Howard Lake	\$ 1,230,000
8734	Faribault	\$ 487,000
8476	Dawson	\$ 1,310,000
8718	Winsted	\$ 3,300,000
8738	Grand Marais	\$ 1,300,000
8739	Grand Rapids	\$ 7,964,000
8745	Litchfield	\$ 495,000
8724	Aitkin	\$ 495,000
8749	New Ulm	\$ 950,000
8126	Alexandria	\$ 3,062,000
8752	Owatonna	\$ 1,950,000
	<b>Total:</b>	<b>\$ 38,663,000</b>

1. The selections are subject to such terms and conditions as may be deemed necessary through the staff review process; and
2. The applicant and any other necessary party shall execute a loan agreement and related documents in a form acceptable to the Agency; and
3. The selections are contingent on sufficient appropriated resources by the Minnesota Legislature under the Workforce Housing Development Program to fully fund the selections; and
4. The Commissioner is authorized to approve non-material changes to the selected developments.

Adopted this 26<sup>th</sup> day of September 2024



CHAIR

**Self-Scoring Worksheet**

**2024 Workforce Housing Development Program**

\*Please see 2024 WHDP Checklist for documentation requirements

Development Name:	Grand Street Apartments
Development Number:	D8732
Application Number:	M20764 (MHFA to complete)
Development Location:	(MHFA to complete)
Development City:	Chatfield, MN

Pointing Category	Selection Criteria	Description	Eligible Points	Applicant Self-Score	Agency Awarded Score
1. Readiness to Proceed - up to 15 Points	Zoning and Approvals - Documentation required from the city confirming all land use and zoning approvals are in place or not required.	Yes	5		
	<b>Total Points for Zoning and Approvals</b>			5	5
	Secured Financing				
	Total eligible permanent capital funding secured, awarded, or committed (excluding amortizing first mortgages). If applicable, this may also include tax increment financing (TIF), tax abatement, developer equity, and Historic Tax Credits.	<div> <div>1,432,697</div> <div>/</div> <div>1,907,697</div> <div>=</div> <div>75.1%</div> </div> <div> <div>Total Eligible Funding</div> <div>Total Development Costs</div> <div>Funds Committed</div> </div> <div>*round to the nearest tenth</div>	<div>&gt; = 80.0%</div> <div>60.0% to 79.9%</div> <div>40.0% to 59.9%</div> <div>20.0% to 39.9%</div> <div>0.1% to 19.9%</div>	<div>10</div> <div>8</div> <div>6</div> <div>4</div> <div>2</div>	
	<b>Total Points for Secured Financing</b>			8	4
<b>Total Points for Category 1: Readiness to Proceed:</b>				13	9
2. Market Characteristics – Up to 15 Points	Share of Market Rate Units	<div> <div>14</div> <div>/</div> <div>14</div> <div>=</div> <div>100.0%</div> </div> <div> <div>Market Rate Units</div> <div>Total Units</div> <div>Share of Market Rate Units</div> </div>	<div>100%</div> <div>50.1% to 99.9%</div> <div>&lt; = 50.0%</div>	<div>9</div> <div>7</div> <div>5</div>	
	<b>Total Points for Share of Market Rate Units</b>			9	9
	Development of 40 or fewer units		<div>0 to 20</div> <div>21 to 40</div>	<div>6</div> <div>3</div>	
	<b>Total Points for Number of Units</b>			6	6
<b>Total Points for Category 2: Market Characteristics</b>				15	15
3. Leverage - Up to 25 Points	Funding Request as % of TDC	<div> <div>475000</div> <div>/</div> <div>1907697</div> <div>=</div> <div>24.9%</div> </div> <div> <div>Funding Request</div> <div>Total Development Costs</div> <div>Funding Request as % of TDC</div> </div>	<div>&lt; = 25%</div> <div>25.1% to 40.0%</div> <div>40.1% to 50.0%</div>	<div>25</div> <div>15</div> <div>10</div>	
	<b>Total Points for Category 3: Leverage</b>			25	25
4. Eligible Project Area Size – Up to 15 Points	Based on eligible project area populations		<div>&lt; = 5,000</div> <div>5,001 to 30,000</div>	<div>15</div> <div>7</div>	
	<b>Total Points for Category 4: Eligible Project Area Size</b>			15	15
5. Workforce Housing Development Program Award History - Up to 3 points	Projects located in communities that have not received an award of funding from the Workforce Housing Development Program in the last 5 years.	Yes		3	3
<b>Total Points for Category 5: Workforce Housing Development Program Award History</b>				3	3
6. Opportunity zone (OZ) – Up to 3 Points	Incentive – Development located in an OZ	Yes		3	
<b>Total Points for Category 6: Opportunity Zone</b>					
<b>TOTAL POINTS FOR ALL CATEGORIES COMBINED</b>				71	67



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Solar Field Proposal

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:** Motion to recommend to the City Council approval of a Right of Entry Agreement.

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**

[Solar Memorandum.pdf](#)

## Memorandum

To: Economic Development Authority

From: Michele Peterson

Date: October 24, 2024

### Solar Field Proposal

Eden Renewables are interested in discussing a potential project on the property the City owns along County Road 10. There are a couple of options, one being a large solar field installation that may require additional land, of which that power would be sold to Dairyland Power. A second option would be to look at two smaller arrays, each generating approximately 1 megawatt, which would be approximately 5 acres of land per megawatt. This power would be purchased by MiEnergy, and People's Coop. The city's role in all of this would be to rent the land to Eden Renewables. However, the only way to determine if either option would be a possibility, as well as to receive a quote for the rental rate and length of agreement is to first allow them to conduct a study on the site. To do this, they need to have a Right of Entry Agreement approved and signed by the City. This agreement in no way commits the city to the project, this simply allows them to understand if this site would be beneficial. Eden has spoken to Dairyland, MiEnergy, and People's and all were willing to consider such a project.

Attached is a sample from another community of the Right of Entry Agreement.

**Action Requested:** Motion to recommend to the City Council approval of a Right of Entry Agreement.



## RIGHT-OF-ENTRY AGREEMENT

This Right-of-Entry Agreement (“Agreement”) is entered into as of January \_\_, 2023 (the “Effective Date”) by and between SAINT LOUIS COUNTY ENVIRONMENTAL SERVICES, 100 North 5<sup>th</sup> Avenue West, Duluth, MN 55802 (“GRANTOR”) and EDEN DEVCO LP, Suite 460, 333 Broadway Troy, New York, 12180 (“GRANTEE”) (each singularly “Party” and jointly “Parties”).

## RECITALS

WHEREAS, GRANTOR is the owner of six sites located as shown on the attached Exhibit A (the “Property”); and

WHEREAS, GRANTOR intends to provide limited access to the Property to allow GRANTEE the opportunity to investigate the opportunity to develop Property with solar generating facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

## TERMS

This license is granted subject to all the terms and conditions set forth below.

1. Right-of-Entry: GRANTOR authorizes GRANTEE and its agents, contractors, or subcontractors access to the Property listed on Exhibit A for the purpose of performing the site review described in Proposal for Ground Leases for Solar Energy Development Projects, dated \_\_\_\_\_, 2023 (the “Work”). No right is conferred under this Agreement to do any of the Work without prior written approval from GRANTOR. Further, GRANTEE understands and agrees that no borings or ground penetration can occur without the prior consent of the Minnesota Pollution Control Agency.

2. Notification and Description of Work: Prior to the Work, GRANTEE will provide written notice specifying the area of the Property where the work will be done, the duration of the Work in each case, and the disruption the Work will cause to use of the Property by GRANTEE or its contractors.

3. Compliance with Applicable Law: GRANTEE and its subcontractors shall comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies in connection with the Work. GRANTEE and its subcontractors shall secure at their expense any licenses or permits that may be necessary for them to perform the Work.

4. Lien Waivers: The Work shall be at GRANTEE's sole risk, cost and expense. GRANTEE shall, upon request, provide lien waivers from its subcontractors and/or others who may provide labor or materials relating to any Work on the GRANTOR's Property.

5. No Interference: GRANTEE and its subcontractors shall conduct any and all activities on the GRANTOR's Property in a manner that will not unreasonably interfere with or disturb the business operations being conducted on the GRANTOR's Property. The GRANTOR may request that Work be performed during non-business hours or on the weekend.

6. Restoration: Upon completion of the Work, GRANTEE and its subcontractors shall restore GRANTOR's Property to the condition that existed prior to commencement of the Work, including, but not limited to repairing any damage caused by either GRANTEE's or its contractors' entry and activities upon the GRANTOR's Property.

7. Confidential Data: Except as required by law or court order (e.g., reports required to be given to the Minnesota Pollution Control Agency), GRANTEE and its subcontractors shall keep strictly confidential all reports, field data, logs, analytical results and other information from the Work (herein referred to as the "Investigation Results") and shall not disclose the Investigation Results without the prior written consent of GRANTOR.

8. Indemnity: Subject to the limits contained in Minn. Stat. Chap. 466, GRANTEE expressly agrees to defend, indemnify and hold GRANTOR harmless from any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorney's fees) or penalties related to or arising out of GRANTEE's or its agents, contractors', or subcontractors' exercise of this temporary and limited right of entry.

9. Insurance: At all times that GRANTEE and its contractors may be on the GRANTOR's Property, GRANTEE and its subcontractors shall keep in force, for the benefit of GRANTOR and its tenants, liability insurance, from a good and solvent insurance company, in limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for general comprehensive liability and personal injury and \$1,000,000 for property damage, with a contractual liability endorsement and professional liability endorsement including contractors pollution liability, covering liability hereunder. Certificates of such insurance shall be delivered to GRANTOR prior to commencement of the Work.

10. Term: This Agreement and all obligations hereunder shall be effective for 180 days from the Effective Date. Should Grantee need to extend the term due to weather or scheduling issues, Grantee must secure GRANTOR's approval in writing.

11. Binding Effect: This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective heirs, successors and assigns, but no third party may seek to enforce, nor shall benefit from, this Agreement.

12. Governing Law: This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to its conflicts of law provisions.

13. Severability: The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

14. Captions: Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.

15. Waiver: Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.

16. Assignability: This Agreement may not be assigned by either Party without the other party's express written consent, such consent not to be unreasonably withheld.

17. Termination: Either Party may terminate this Agreement upon thirty (30) days written notice to the other party.

18. Amendment: The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this agreement.

19. Entire Agreement: It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

20. Notice: Any notice or demand which must be given or made by a party under this Agreement shall be sent to:

GRANTEE:

Eden Devco LP  
Attn: Giovanni Maruca  
333 Broadway, Suite 460  
Troy, New York, 12180

GRANTOR:

Saint Louis County Environmental Services  
Attn: Dave Fink  
100 North 5<sup>th</sup> Avenue West  
Duluth, MN 55802

IN WITNESS WHEREOF, the Parties have executed this Agreement to be made effective as of the Effective Date first set forth above.

SAINT LOUIS COUNTY, MINNESOTA

By:

Name:

Title:

Dated:

EDEN DEVCO LP

By:

Name:

Title:

Dated:

## EXHIBIT A

[Insert Exhibit A from Proposal for Ground Leases for Solar Energy Development Projects]



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** EDA Gala Feedback

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**



## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Hookup Fee Waiver Pilot Program

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:** Consider the possibility of extending this program into 2025.

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**

[Memorandum - Hookup Fee Waiver Program.pdf](#)

## Memorandum

To: Personnel Budget Committee

From: Michele Peterson

Date: November 4, 2024

### Water and Sewer Hook-up Fee Waiver Program

On July 22, 2024, the EDA approved a pilot program to waive water and sewer fees through the end of 2024. The City Council then officially approved the pilot program on August 12, 2024. Since that time there have been three residential properties that have benefited from this pilot program. Prior to the pilot program approval there had been only one residential permit pulled in 2024. Together there have been a total of four building permits issued for residential in 2024.

**Action Requested:** Consider the possibility of extending this program into 2025.





## ECONOMIC DEVELOPMENT AUTHORITY MEETING STAFF REPORT

**Meeting Date:** December 16, 2024

---

**Agenda Item:** Community Development Director Welcome

---

**Subject | Summary:**

---

**Agenda Category:**

**Submitted By:** Michele Peterson

---

**Recommended Motion:**

---

**Community Engagement and Outreach:**

---

**FISCAL IMPACT:**

**Amount:**

**Ongoing Cost :**

**One-Time Cost :**

**Included in Current Budget?:**

---

**FISCAL DETAILS:**

**Fund Name(s) (Operations | Capital):**

**Account Code:**

---

**Background:**

---

**Attachments:**