

Pursuant to due call and notice thereof, a meeting of the North Mankato Port Authority Commission was held in the Council Chambers of the Municipal Building on Monday, April 5, 2022.

President Olenius called the meeting to order at 12:00 p.m. The following were present in the Council Chambers: Commissioners Steiner, Whitlock, Norland, Kaus, Oachs, Interim Executive Vice President Fischer, Assistant Treasurer McCann, and Secretary Van Genderen. Commissioner Dehen arrived after the meeting was closed.

Approval of Minutes from the November 15, 2021, Port Authority Meeting.

Commissioner Oachs moved, seconded by Commissioner Steiner to Approve the Minutes from the November 15, 2021, Port Authority Meeting. Vote on the motion: Steiner, Whitlock, Norland, Kaus, Olenius, and Oachs aye. Motion carried.

Approval of Bills.

Commissioner Whitlock moved, seconded by Commissioner Steiner to approve the bills. Vote on the motion: Steiner, Whitlock, Norland, Kaus, Olenius, and Oachs aye. Motion carried.

New Business

Adjourn to Closed Session under Minnesota State Statute 13D.05, Subd 3 (C) for Properties Described as 01.104.0800 and 18.513.0010.

Commissioner Whitlock moved, seconded by Commissioner Norland to adjourn to closed session. Vote on the motion: Steiner, Whitlock, Norland, Kaus, Olenius, and Oachs aye. Motion carried.

There being no further business, Commissioner Norland moved, seconded by Commissioner Dehen, to adjourn. Vote on the motion: all ayes. Motion carried. The meeting was adjourned at 1:05 p.m.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



City of North Mankato, MN

# Port Authority Claims

By Fund

Payment Dates 4/5/2022 - 5/16/2022

Vendor Part Number	Vendor Name	Payment Date	Amount
<b>Fund: 228 - PORT AUTHORITY</b>			
	ABDO LLP	05/16/2022	2,080.00
	CARDMEMBER SERVICE	05/04/2022	118.74
<b>Fund 228 - PORT AUTHORITY Total:</b>			<b>2,198.74</b>
<b>Fund: 234 - LOCAL REVOLVING LOAN FUND</b>			
	FREDRIKSON & BYRON, P.A.	04/29/2022	582.00
	ETS CORPORATION	05/03/2022	3.39
<b>Fund 234 - LOCAL REVOLVING LOAN FUND Total:</b>			<b>585.39</b>
<b>Fund: 240 - JOINT ECONOMIC DEVELOPMENT</b>			
	NICOLLET COUNTY	05/02/2022	1,520.00
	NICOLLET COUNTY	05/02/2022	3,511.00
	NICOLLET COUNTY	05/02/2022	3,523.00
	NICOLLET COUNTY	05/02/2022	2,603.00
	NICOLLET COUNTY	05/02/2022	3,586.00
	NICOLLET COUNTY	05/02/2022	1,613.00
<b>Fund 240 - JOINT ECONOMIC DEVELOPMENT Total:</b>			<b>16,356.00</b>
<b>Grand Total:</b>			<b>19,140.13</b>

## Authorization Signatures

### Port Authority

The above claims list for 5-16-22 is approved by:

\_\_\_\_\_  
MARK DEHEN - COMMISSIONER

\_\_\_\_\_  
JAMES WHITLOCK - COMMISSIONER

\_\_\_\_\_  
DIANE NORLAND - COMMISSIONER

\_\_\_\_\_  
WILLIAM STEINER - COMMISSIONER

\_\_\_\_\_  
SANDRA OACHS - COMMISSIONER

\_\_\_\_\_  
DUANE OLENIUS - COMMISSIONER

\_\_\_\_\_  
BENJAMIN KAUS - COMMISSIONER

### THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This Third Amendment to Commercial Lease Agreement ("Third Amendment") is made and entered into effective as of May \_\_\_\_, 2022, by and between North Mankato Port Authority Commission, a body corporate and politic of the State of Minnesota ("Landlord"), whose address is 1001 Belgrade Avenue, North Mankato, MN 56003, and HyLife Foods Windom, LLC, a Minnesota limited liability company ("Tenant"), whose address is 2850 MN-60, Windom, MN 56101.

WHEREAS, Landlord is successor-of-interest to Twin City Lodging LLC, a Minnesota limited liability company, as original Landlord to Commercial Lease Agreement effective as of December 15, 2020 ("Original Lease"), as amended by that certain amendment to Commercial Lease dated February 10, 2021 ("First Amendment"), as further amended by that certain second amendment to Commercial Lease dated September 1, 2021 ("Second Amendment", together with Original Lease and First Amendment, collectively the "Lease");

WHEREAS, the parties desire to further amend the Lease in accordance with the terms and conditions set forth in this Third Amendment;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other valuable consideration, it is mutually agreed:

1. **Extension of Term; Notice to Vacate.** The Term of the Lease shall be extended by six (6) months ("Extended Term"). The Extended Term may be terminated by Tenant upon a thirty (30) day prior written notice to Landlord ("Notice to Vacate").
2. **Ratification.** Except as herein amended, it is further agreed that all of the remaining terms, provisions, conditions and covenants of the Lease are hereby ratified and shall remain in full force and effect.
3. **General Terms.** Unless expressly modified herein, all capitalized terms within this Third Amendment shall have the same meaning as in the Lease. This Third Amendment may be executed in any number of counterparts (delivery by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original), each of which when so executed shall be deemed to be an original, and all of which counterparts of this Third Amendment taken together, shall constitute but one and the same instrument.

*[Signatures contained on following page.]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the day and year first written above.

**LANDLORD:**

NORTH MANKATO PORT  
AUTHORITY COMMISSION

**TENANT:**

HYLIFE FOODS WINDOM, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Grant Lazaruk Howard Siemens  
Name: Grant Lazaruk Howard Siemens  
Its: President Secretary & Vice-President

Third Amendment of Commercial Lease Agreement  
1111 Range Street, North Mankato, MN 56003

## FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment to Settlement Agreement ("First Amendment") is made to be effective as of May \_\_, 2022 (the "Effective Date") by and among the City of North Mankato ("City"), North Mankato Port Authority Commission (the "Port Authority") and HyLife Foods Windom, LLC (the "Company"). City, the Port Authority and the Company are individually referred to as "Party" and collectively referred to herein as "Parties."

WHEREAS, the Parties entered into that certain Settlement Agreement dated February 12, 2021 ("Settlement Agreement"). Except as otherwise defined herein, all capitalized terms shall have the same meaning ascribed in the Settlement Agreement.

WHEREAS, the City and the Company came to an agreement regarding the Proposed Use, whereby the City agreed to forbear exercising its rights and remedies under the Code related to the Proposed Use in exchange for certain promises and performances by the Company.

WHEREAS, the Company and the Port Authority desire to amend the Lease, extending the Lease term and Proposed Use beyond the Forbearance Period.

WHEREAS, the Parties now wish to amend the Settlement Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties mutually agree as follows:

1. **Forbearance Period Extension.** The Forbearance Period shall be extended by a period of up to six (6) months. Notwithstanding the preceding, the Forbearance Period shall automatically expire upon the termination of the Lease by the Company.
2. **Lease Extension.** The Company and Port Authority shall amend the Lease to extend the maximum term by up to six (6) months.
3. **Ratification.** Except as herein amended, it is further agreed that all of the remaining terms, provisions, conditions and covenants of the Settlement Agreement are hereby ratified and shall remain in full force and effect.
4. **General Terms.** This First Amendment may be executed in any number of counterparts (delivery by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed) which together shall constitute original documents.

*[Signatures contained on following page.]*

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first written above.

**THE CITY OF NORTH MANKATO,  
MINNESOTA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**NORTH MANKATO PORT AUTHORITY  
COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**HYLIFE FOODS WINDOM, LLC**

By: Grant Lazaruk Howard Siemens  
Name: Grant Lazaruk Howard Siemens  
Its: President Secretary & Vice-President