



AGENDA
CHASKA ECONOMIC DEVELOPMENT AUTHORITY
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, March 16, 2026
IMMEDIATELY FOLLOWING CITY COUNCIL MEETING

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Approve Previous Meeting Minutes
 - 4.A. EDA Minutes 12/15/2025
5. Discussion Items
 - 5.A. Settlement Agreement Related to the Chaska Building Center Site
6. Other Business
7. Adjourn

**- MINUTES -
CHASKA ECONOMIC DEVELOPMENT AUTHORITY
DECEMBER 15, 2025**

1. Call to Order

The meeting was called to order by President Hubbard at 8:18 p.m.

2. Roll Call

Roll call was taken. Present: President Hubbard and Commissioners Grau, Hatfield, and Sheveland.

Absent: Commissioner Benesh.

Also Present: Matt Podhradsky, Executive Director and Elise Durbin, Assistant Executive Director.

3. Agenda

Motion by Commissioner Hatfield, second by Commissioner Sheveland to adopt the agenda as presented.

Motion carried.

4. Approve Previous Meeting Minutes

4.A. Meeting Minutes 10/20/2025 and 11/17/2025

Motion by Commissioner Sheveland, second by Commissioner Grau to approve the minutes from October 20, 2025, and November 17, 2025.

Motion carried.

5. Discussion Items

5.A. Memorandum of Understanding with Trident Development LLC for City Square West Project

Executive Director Podhradsky presented this item to the Council.

Motion by Commissioner Hatfield, second by Commissioner Grau to approve the Memorandum of Understanding with Trident Development, L.L.C., and the City of Chaska, and authorize the President and Executive Director to execute the MOU.

Motion carried.

5.B. Adopt EDA Resolution No. 2025-92 Adopting the 2026 EDA Budget and EDA Property Tax Levy for Payable 2026

Executive Director Podhradsky presented this item to the Council.

Motion by Commissioner Sheveland, second by Commissioner Hatfield to adopt EDA Resolution No. 2025-92 adopting the 2026 EDA Budget and EDA property tax levy for payable 2026.

Motion carried.

6. Other Business

President Hubbard thanked City Staff for the work done on the property donation by the Klein family, as it will help with the redevelopment of that site. Executive Director Podhradsky said the sale of the property will spur redevelopment of that area, hopefully.

Commissioner Sheveland asked if City Staff ever heard about the Southwest Transit budget for next year. Commissioner Hatfield said Chaska is still in the game with Southwest Transit.

7. Adjourn

Motion by Commissioner Hatfield, second by Commissioner Sheveland to adjourn the meeting at 8:24 p.m.

Motion carried.

REQUEST FOR ACTION
CHASKA ECONOMIC DEVELOPMENT AUTHORITY
3/16/2026

Subject: Settlement Agreement Related to the Chaska Building Center Site

Prepared By: Elise Durbin, Assistant Executive Director

Background

In 2023, the EDA entered into a Development Agreement and a Purchase agreement with Lariat Companies for the redevelopment of the last parcel at the Chaska Building Center site with a multi-tenant industrial/manufacturing/office building. That building has since been constructed and is now partially occupied with tenants.

At the time of the approvals, the site was owned by the EDA through a Contract for Deed with Bremer Bank (now Old National Bank). The Purchase Agreement between the called out for the release of the property by the bank as well the opportunity for Lariat Companies to potentially obtain escrowed funds by Old National Bank for any soil corrections or other environmental work that needed to be completed at the site. The release of escrow funds is between Old National and Lariat, and the EDA does not play a part in this.

With the construction being completed, Lariat requested the release of the escrow funds from the bank for some of the work they did as a part of the project. This matter ended up going through legal action as the two parties worked to resolve the escrow release request. Because the EDA was a party to the agreements, it was named in these legal actions. Lariat and Old National have come to an agreement now, and a Settlement Agreement has been draft. The EDA is a party to the Settlement Agreement because of the original agreements and is being asked to sign it.

Recommendation

The City Attorney has been working through this item and is comfortable with the Settlement Agreement, which is attached. Staff recommends the EDA approve the Settlement Agreement.

EDA ACTION REQUESTED

Motion to approve the Settlement Agreement between the EDA, Lariat Companies, Old National Bank, and Old Republic National Title Insurance Company and authorize the President to execute the agreement.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is entered into this 13th day of February 2026, by and among Lariat Companies, Inc. (“Lariat”), Old National Bank, as successor by merger to Bremer Bank, National Association (“Bank”), Economic Development Authority of the City of Chaska, Minnesota (the “City”), and Old Republic National Title Insurance Company (“Escrow Agent”) (collectively, “Parties”). This Agreement is intended to cover and bind the Parties hereto and their respective heirs, successors and assigns.

RECITALS

A. WHEREAS, the Bank was the fee owner of certain real property in Carver County, Minnesota legally described as Lot 2, Block 1, Formacoat Addition (the “Property”);

B. WHEREAS, on or about March 21, 2023, Lariat and the City entered into a Purchase Agreement for Lariat to purchase and develop the Property;

C. WHEREAS, under the terms of the Purchase Agreement \$200,000 of the purchase price (the “Escrowed Funds”) was to be held in escrow for the purpose of possibly reimbursing Lariat for certain redevelopment costs related to the Property;

D. WHEREAS, the Parties memorialized the terms of the escrow in an Escrow Agreement;

E. WHEREAS, the Escrow Agent continues to hold the Escrowed Funds in escrow pursuant to the Escrow Agreement;

F. WHEREAS, a dispute arose between Lariat and the Bank related to entitlement to the Escrowed Funds;

G. WHEREAS, the Bank initiated a lawsuit related to entitlement to the Escrowed Funds currently pending under Court File No. 10-CV-25-798 (Carver County District Court) (the “Lawsuit”) and Lariat asserted counterclaims in the Lawsuit;

H. WHEREAS, the Parties desire to resolve all claims arising under or related to the Escrow Agreement, or otherwise related in any way to the Escrowed Funds or the Lawsuit (the “Claims”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the agreements set forth below, the Parties hereby agree as follows:

1. **Release of Escrowed Funds.** Within 14 days of the execution of this Agreement, Lariat, the Bank, and the City will provide the joint written instructions in the form attached hereto as Exhibit A to the Escrow Agent directing the immediate release of the Escrowed Funds to Lariat.

2. **Dismissal of Lawsuit.** Within three (3) business days of Lariat's receipt of the Escrowed Funds, the Parties shall execute and file a stipulation of dismissal in the form attached hereto as Exhibit B with the Carver County District Court.

3. **Releases by Parties.** Upon dismissal of the Lawsuit, the Parties shall fully and forever waive against and release and discharge one another and their partners, members, insurers, successors, parents, affiliates, assigns, agents, employees, and the officers, directors, and assigns of each from any and all claims, demands, damages, actions, and rights of action of whatever kind now existing including all such claims for actual, compensatory, consequential, punitive, exemplary, contractual, statutory, extra contractual damages, or injuries of any kind, and all claims for attorneys' fees, expenses, interest, costs, and disbursements (whether based in tort, contract or statutory theories of recovery, and every other theory of recovery imaginable), that were or could have been raised related to the Claims.

4. **No Admission of Liability.** The Parties recognize and agree that this Agreement is a compromise of disputed claims and that the consideration accepted and paid hereunder is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any of the Parties, by whom all such liability is expressly denied.

5. **Agreement Read and Understood.** The Parties acknowledge that they have fully and completely read this Agreement, understand the contents hereof, and have entered the same under their own free and voluntary act.

6. **Successors and Assigns.** This Agreement will be binding upon the Parties and their successors and assigns.

7. **Authority.** The signatories to this Agreement represent that they have full right and authority to enter into this Agreement on behalf of themselves or the entities for whom they have signed this Agreement and have had the opportunity to consult with legal counsel.

8. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matters addressed herein and supersedes all prior oral and written agreements and communications between them. The Parties further declare and represent that no promise, inducement, or agreement not herein expressed has been made to them. The terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by a writing signed by all of the Parties.

9. **Costs and Expenses.** Except as otherwise provided herein, the Parties agree to bear their own costs and fees incurred in this dispute, including, without limitation, all expenses relating to the matter and the resolution thereof.

10. **Severability.** To the extent any provision of this Agreement is void or otherwise adjudicated to be void or contrary to the law, it is the intention of the Parties that the rest of the Agreement shall be effective and remain a binding agreement.

11. **Selection of Law.** This Agreement shall be governed and construed in accordance with Minnesota law.

12. **Construction for or Against the Drafter.** This Agreement is the result of the reasoned negotiation of its terms by the Parties. As a result, the Parties agree that the terms of the Agreement shall not be construed for or against the drafting party of the Agreement.

13. **Counterparts.** This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all of the Parties hereto notwithstanding that all of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, each of the parties have executed this document as of the date first above written.

Lariat Companies, Inc.

By: _____
Its: _____

Old National Bank, as successor by merger to Bremer Bank, National Association

By: _____
Its: _____

Economic Development Authority of the City of Chaska, Minnesota

By: _____

Its: _____

Old Republic National Title Insurance Company

By: _____

Its: _____