



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## **CITY COUNCIL MEETING AGENDA**

**Tuesday, May 26, 2026**

**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on **Tuesday, May 26, 2026 at 5:00 PM** in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, May 11, 2026 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period May 5, 2026 to May 18, 2026 in the total amount of \$385,787.48.

CONSENT AGENDA:

3. Consider updates to seasonal employment and approval of new hires at Pokegama Golf Course and Parks & Recreation.
4. Consider separation of employment for Police Officer Phillip Murphy effective May 15, 2026.
5. Consider approving the Airport Layout Plan at the GPZ Airport
6. Consider entering into agreement with Paul Bunyan Communications
7. Consider awarding a quote to Trout Enterprises, Inc. for building removal.

SET REGULAR AGENDA:

ADMINISTRATION:

8. Consider approval of Cannabis Dispensary Manager job description and authorize Human Resources to post, advertise, and hire for this position.

9. Consider approving an Architect/Owner agreement for design and construction services related to the dispensary building.

COMMUNITY DEVELOPMENT:

10. Consider the recommendation of the Planning Commission regarding the adoption of a Resolution granting a Conditional Use Permit (CUP) amendment to Walmart Real Estate Business Trust.

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

11. Conduct a public hearing to consider approval of tax abatements for the GREDA Highway 2 W. Redevelopment Project – DEED Demolition Loan

COMMUNITY DEVELOPMENT:

12. Consider the adoption of a resolution approving property tax abatement for certain improvements and providing for the issuance of a general obligation tax abatement bond.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 8, 2026 AT 5:00 PM

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



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## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, May 11, 2026**

**4:00 PM**

Mayor Connelly called the meeting to order at 4:00 PM.

**PRESENT:** Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

**STAFF:** Tom Pagel, Kimberly Gibeau, Chad Sterle, Andy Morgan, Jeremy Nelson

### **DEPARTMENT HEAD REPORT:**

1. Police Department - Chief Andy Morgan

Police Chief Andy Morgan presented the Grand Rapids Police Department 2025 departmental report to the city council, covering staffing, policing trends, community partnerships, and operational challenges.

### **BUSINESS:**

2. Tourism Annual Report - Megan Christianson, Visit Grand Rapids

This item will be rescheduled to a later date.

### **REVIEW OF REGULAR AGENDA:**

Added item 18a to Consent regarding a letter of support for MN Power. Upon further review, no other changes or additions are noted.

There being no further business, the meeting adjourned at 4:39 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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## CITY COUNCIL MEETING MINUTES

Monday, May 11, 2026

5:00 PM

Mayor Connelly called the meeting to order at 5:00 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Carl Babich, Rob Mattei, Will Richter, Chery Pierzina, Andy Morgan

VISITORS: Renee Ducharme, Linda Harringer

### POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly stated that May is National Law Enforcement Officers Month and that the current week is dedicated to honoring American law enforcement officers. Chief Morgan presented a department report at a recent work session and noted that the department has 21 police officers. Mayor Connelly expresses gratitude and appreciation for the officers' service in keeping the community safe and encourages residents to thank officers and let them know they are respected and valued.

Councilor Blake attended the scholarship presentations at Grand Rapids High School. Scholarships were awarded by independent committees, organizations, boards, and individuals using their own selection criteria. Of note, three Forrest Wiley Memorial Scholarships sponsored by the Grand Rapids High School Class of 1966 were presented.

### PRESENTATIONS:

#### 1. Minnesota Power Integrated Resource Plan Update

Todd Simmons, a lead representative for Minnesota Power's generation operations group, discussed the future of the Boswell Energy Center in Cohasset and ongoing energy transition plans. The discussion also included questions from officials about emissions reductions, energy reliability, fuel costs, and future energy infrastructure planning. A letter of support has been added to the Consent agenda.

### PUBLIC FORUM:

No one from the public wished to speak.

### COUNCIL REPORTS:

Councilor Blake attended a Minnesota Rules Advisory Council meeting in St. Cloud during the first week of May. The group discussed center lane rules and specifications for state-aid routes.

#### APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, April 27, 2026 Workession and Regular Meetings.

Motion made by Councilor Sutherland, Seconded by Councilor MacGregor to approve Council minutes as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

#### VERIFIED CLAIMS:

3. Approve the verified claims for the period April 21, 2026 to May 4, 2026 in the total amount of \$635,655.84.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to approve the Verified claims as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

#### ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged the following minutes for Boards & Commissions:

1. January 6, 2026 Arts & Culture Commission
2. January 15, 2026 Police Community Advisory Board
3. March 25, 2026 Human Rights Commission
4. March 26, 2026 GREDA
5. April 2, 2026 Planning Commission

#### CONSENT AGENDA:

5. Consider providing notice of intent regarding solid waste license agreement
6. Consider authorizing advertisement for bids for the Taxiway A North Reconstruction Phase 2 project at the GPZ Airport.
7. Consider authorizing advertisement for bids for Snow Removal Equipment -Carrier Vehicle with Bucket at the GPZ Airport
8. Consider updates to seasonal employment at Pokegama Golf Course and Public Works.
9. Consider approving fifteen updated policies for the Grand Rapids Police Department to comply with MN POST Boards mandated polices
10. Consider approving on-sale liquor license for Grand Rapids Speedway
11. Consider authorizing public works staff to obtain quotes for snow removal equipment
12. Consider authorizing public works staff to obtain quotes for building removal

13. Consider approving temporary liquor license for Thunderhawk Blue Line Club Walleye Shootout Event
14. Consider approving updates to City Social Media Policy.
15. Consider approving policy updates to City of Grand Rapids Personnel Policies relating to expense reimbursements.
16. Consider approving seasonal golf contractors
17. Consider allowing the Police Department to enter a contract with LETAC USA Policy360 / Procedures360 for the purposes establishing and maintaining Police Policy
18. Consider adopting a resolution approving updated City-wide fee schedule

**Adopted Resolution 26-21**

- 18a. Letter of Support for Minnesota Power

Motion made by Councilor Blake, Seconded by Councilor MacGregor to approve the Consent agenda as amended with the addition of 18a. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

**SET REGULAR AGENDA:**

Motion made by Councilor MacGregor to approve the Regular agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

**ADMINISTRATION:**

19. Consider approving a purchase agreement with Park State Bank related to PIN 91-420-1730

Tom Pagel described plans to pursue a municipal cannabis dispensary and identified a potential site located between Thousand Lakes Sporting Goods and Jack's Auto Repair. The property is currently owned by Park State Bank. Mr. Pagel indicated that the dispensary project is part of the city's broader effort to expand and diversify the local tax base through new economic development opportunities.

Motion made by Councilor Blake, Seconded by Councilor Sutherland to approve purchase agreement with Park State Bank related to parcel number 91-420-1730. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

20. Consider approving proposals with Braun Intertec and Bolton & Menk for preliminary engineering services related to PIN 91-420-1730

Following approval of the property purchase agreement for the proposed municipal dispensary project, City Administrator Pagel informed the Mayor and Council that additional due diligence work is required before moving forward and provided overview of what is required.

Motion made by Councilor Blake, Seconded by Councilor Mertes to approve proposals as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

21. Conduct a public hearing to consider vacating a portion of street right-of-way within Grand Rapids Second Addition.

Will Richter, Zoning Administrator, presented a public hearing item regarding a proposal to vacate a portion of street right-of-way within a subdivision near Blandin Beach. The area under consideration is a platted but never-developed section of Northwest Sixth Street near Blandin Beach. The vacation is needed to support a parks grant project involving MN DNR. The vacation is needed to support a parks grant project involving the Minnesota Department of Natural Resources. Existing utility infrastructure is located elsewhere and would not be impacted by the vacation. Only service lines currently exist within the affected area. The city's review committee, including engineering, public works, police, fire, and utility representatives, reported no concerns with the proposal. The Planning Commission found the change would not affect tax rolls because the land would shift from street right-of-way designation to parkland. Mr. Richter stated the vacation would support future improvements at Blandin Beach.

The Mayor confirmed that public notices had been sent before opening the public hearing portion of the meeting.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to open the public hearing. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

No one from the public wished to speak, therefore the following motion was made.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to close the public hearing. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

COMMUNITY DEVELOPMENT:

22. Consider the adoption of a resolution vacating a portion of street right-of-way within Grand Rapids Second Division.

Motion made by Councilor Sutherland, Seconded by Councilor Blake to **adopt Resolution 26-22**, vacating a portion of street right-of-way within Grand Rapids Second Division. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

COUNCIL:

23. Consider authorizing letter of support for U.S. Highway 169 Expansion from Taconite to Pengilly.

Mayor Connelly participated in Highway 169 Cross Range Expressway Committee alongside Tom Pagel. The committee requested that the city submit a formal letter of support for the

proposed highway expansion project. Mayor Connelly would sign the letter if the council agreed to support the expansion initiative.

Motion made by Councilor Mertes, Seconded by Councilor Sutherland to approve letter of support for US Highway 169 Expansion as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:32 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

## Summary Report

<b>VENDOR NAME/INVOICE #</b>	<b>AMOUNT</b>
218 TREE SERVICE LLC	1,050.00
ACHESON TIRE INC	2,920.00
BEACON ATHLETICS LLC	2,728.20
BETZ EXTINGUISHER COMPANY	25.00
BNSF RAILWAY COMPANY	128.74
BURGGRAF'S ACE HARDWARE	607.91
CARQUEST AUTO PARTS	231.90
COLE HARDWARE INC	45.06
DAKOTA FLUID POWER, INC	115.67
DAKOTA SUPPLY GROUP	270.25
DAVIS OIL INC	1,725.55
DELUXE	264.97
EMERGENCY APPARATUS	11,197.19
FASTENAL COMPANY	1,180.79
GALLS LLC	34.98
GARTNER REFRIGERATION CO	7,118.68
GOPHER SPORT	654.16
GRAND RAPIDS FIRE RELIEF ASSOC	18,250.00
GRAND RAPIDS HERALD REVIEW	319.70
GUARDIAN PEST SOLUTIONS, INC	70.00
INDUSTRIAL LUBRICANT COMPANY	1,131.75
INFINITY GRAPHIX & DESIGNS	257.50
INTERNATIONAL CODE COUNCIL INC	675.00
L&M SUPPLY	343.88
LEASE LANDSCAPING INC	495.00
MADDEN GALANTER HANSEN LLP	1,034.00
MARTIN'S SNOWPLOW & EQUIP	1,005.38
MCCOY CONSTRUCTION & FORESTRY	8,121.62
MN STATE RETIREMENT SYSTEM-GR	6,937.22
MOTOROLA SOLUTIONS INC	224.00
NORTH COUNTRY VET CLINIC	679.70
NORTHERN HEALTH & FITNESS	30.00
NORTHLAND LAWN & SPORT LLC	243.00
ORACLE AMERICA INC	19,851.48
OTIS ELEVATOR COMPANY	350.00
PUBLIC UTILITIES COMMISSION	58,745.00
RANGE CORNICE & ROOFING CO	548.00
RAPIDS PLUMBING & HEATING INC	181.25
SANDSTROM'S INC	51.16

**CITY OF GRAND RAPIDS BILL LIST - May 26, 2026**

Item 2.

**Summary Report**

SCENIC RANGE NEWS FORUM	35.00
SEH - GRAND RAPIDS	17,060.89
SHI INTERNATIONAL CORP	46,979.61
STOKES PRINTING & OFFICE SUPPLY INC.	39.48
TROUT ENTERPRISES INC	1,760.00
TRU NORTH ELECTRIC LLC	295.06
ULINE, INC	1,222.55
VESTIS GROUP, INC	181.34
VOLUNTEER FIREMANS BENEFIT	711.00
WW THOMPSON CONCRETE PRODUCTS	119.70

**TOTAL UNPAID TO BE APPROVED IN THE SUM OF:**     \$     218,248.32

**CHECKS ISSUED/PRIOR APPROVAL:**

CITY OF COHASSET	10065102/Apr26-G	193.84
ITASCA COUNTY ATTORNEY OFFICE	ICR19-1528/2015 Chev Equinox	2,949.13
ITASCA COUNTY ATTORNEY OFFICE	ICR25-8889/2016 Chev Sonic	9.72
LOFFLER COMPANIES INC	5345056	205.43
LOFFLER COMPANIES INC	41962325	447.80
MARCO TECHNOLOGIES, LLC	INV15198917-G	5.95
MARCO TECHNOLOGIES, LLC	581353299-L	165.65
MINNESOTA ENERGY RESOURCES	0615241258-01/Apr26-A	19.51
MINNESOTA ENERGY RESOURCES	0502552454-01/Apr26-A	353.29
MINNESOTA ENERGY RESOURCES	0503250588-01/Apr26	164.10
MN STATE RETIREMENT SYSTEM-GR	JUNE 2026 CLERICAL HCSP	2,088.00
OPERATING ENGINEERS LOCAL #49	JUNE 26 HEALTH/HRA	144,751.00
POINT SEVEN LLC	2159	8,750.00
PUBLIC UTILITIES COMMISSION	Kent/Apr26-E	104.78
STEVE OR BRIANNA ROBERTS	051326	3,218.75
SUPERIOR USA BENEFITS CORP	0144628-IN	195.00
WM CORPORATE SERVICES, INC	013399-2808-0	3,917.21

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:**     \$     **167,539.16**

**TOTAL ALL DEPARTMENTS:**     \$     **385,787.48**



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Consider updates to seasonal employment and approval of new hires at Pokegama Golf Course and Parks & Recreation.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

#### Parks & Recreation

Dale Anderson is requesting approval to hire Ari Lamppa as a **Seasonal Maintenance I – Summer** employee to assist with ball field operations and maintenance. Employment will begin May 30, 2026, and continue through September 30, 2026, at an hourly rate of \$16.00.

#### Pokegama Golf Course

Erin Yeager was previously hired for a **Seasonal Outside Services** position and resigned effective May 11, 2026. Acceptance of her resignation, effective May 11, 2026, is requested.

Hayden Jackson, Lucas Varin, Andrew Stanley and William Huttner were previously approved for hire as a **Seasonal Equipment Operator(s)** with a start date of June 8, 2026. These seasonal workers are available to begin employment earlier than anticipated; therefore, approval is requested to revise their start date(s) to May 27, 2026. There will be no change to their rate of pay or employment end date.

Cody Alleman is requesting approval to hire Taylor Davis as a **Seasonal Equipment Operator** beginning May 27, 2026, through October 27, 2026, at an hourly rate of \$15.00.

### REQUESTED COUNCIL ACTION:

Make a motion to approve updates to seasonal employment, including acceptance of a resignation, revision of an approved start date, and approval of seasonal hires for Parks & Recreation and Pokegama Golf Course, as presented.



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Consider separation of employment for Police Officer Phillip Murphy effective May 15, 2026.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### **BACKGROUND:**

Consider separation of employment for Police Officer Phillip Murphy effective May 15, 2026. As a result of this separation, a vacancy exists within the Police Department. Authorization is requested for Human Resources to post, advertise, and proceed with hiring efforts to fill the vacant Police Officer position.

### **REQUESTED COUNCIL ACTION:**

Approve separation of employment for Police Officer Phillip Murphy effective May 15, 2026, and authorize Human Resources to post, advertise, and hire to fill the open Police Officer vacancy.



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26<sup>th</sup>, 2026

**AGENDA ITEM:** Consider approving the Airport Layout Plan at the GPZ Airport

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The Grand Rapids / Itasca County Airport (GPZ) has been working with the FAA on the Master Plan and Airport Layout Plan (ALP) update since 2015. The Master Plan and ALP are the road map for the airport and guide what projects will be funded. These documents have been updated and ongoing and have now been approved by the FAA and MnDOT.

The final step is approving the ALP, Exhibit A property map and authorizing signatures.

Staff recommend approving the Master Plan, ALP and Exhibit A.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving the Airport Layout Plan and Exhibit A property map and authorize the mayor to sign



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR  
SUPERVISION AND THAT I AM A DULY LICENSED  
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE  
OF MINNESOTA  
*Shawn McAllister, PE*  
DATE: 4/10/2020 LICENSE NO. 499556

GRAND RAPIDS - ITASCA COUNTY  
AIRPORT  
AIRPORT LAYOUT PLAN  
GRAND RAPIDS, MN

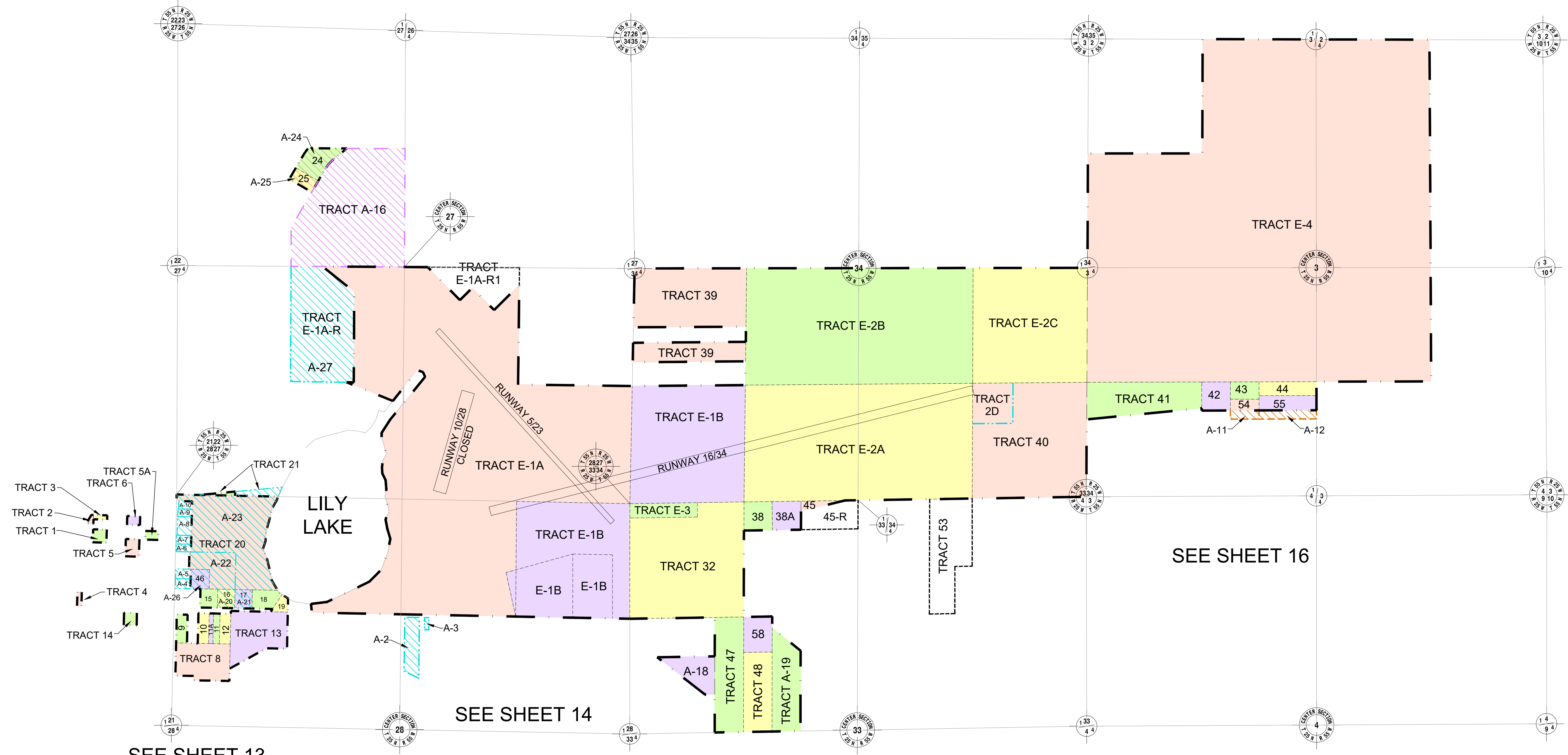
MARK	DATE	DESCRIPTION
		REVISIONS

SEH FILE NO. 133788  
 ISSUE DATE 4/2/2026  
 DESIGNED BY J.M.Z.  
 DRAWN BY B.R.W.  
 © 2015 Short Elliott Hendrickson, Inc. @ (SEH)  
 Short Elliott Hendrickson, Inc. @ (SEH)

SHEET TITLE  
 EXHIBIT A OVERVIEW  
 (SHEET 1 OF 8)

SHEET  
 12

\\sehinc.com\panzaru\projects\F\G\GRAT\Common\Airport\_Layout\_Plan\ALP\_2026\CAD\GPZ\_TZ\_ExhibitA\_Key\_Page 0.dwg



City of Grand Rapids

APPROVED \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

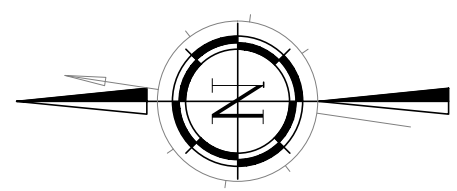
Federal Aviation Administration

**EXHIBIT 'A' ACCEPTANCE**

Subject to the Exhibit 'A' conditional acceptance provisions

FAA Dakota-Minnesota Airports District Office

# EXHIBIT A PARCEL KEY



#	SHEET NAME	REVISED
12	EXHIBIT A OVERVIEW SHEET (1 OF 8)	
13	EXHIBIT A NORTH DETAILS (2 OF 8)	
14	EXHIBIT A NORTH CENTRAL DETAILS (3 OF 8)	
15	EXHIBIT A SOUTH CENTRAL DETAILS (4 OF 8)	
16	EXHIBIT A SOUTH DETAILS (5 OF 8)	
17	EXHIBIT A AIRPORT PROPERTY TABLE (6 OF 8)	
18	EXHIBIT A AIRPORT EASEMENTS AND ENCUMBRANCE TABLES (7 OF 8)	
19	EXHIBIT A ENTITLEMENT AND ENCUMBRANCE DETAILS (8 OF 8)	

1. EXISTING AIRPORT PROPERTY TABLE CAN BE FOUND ON SHEET 12; EXISTING AIRPORT EASEMENTS, PARCELS REMOVED FROM AIRPORT PROPERTY, AND EXISTING EASEMENTS ON AIRPORT PROPERTY TABLES ARE FOUND ON SHEET 16. UNRECORDED USES ON AIRPORT PROPERTY ARE FOUND ON SHEET 17.  
 2. ENCUMBRANCE DETAILS AND ENTITLEMENT DETAILS ARE FOUND ON SHEET 17.

# AIRPORT LAYOUT PLAN

## GRAND RAPIDS - ITASCA COUNTY AIRPORT

### GRAND RAPIDS, MINNESOTA

#### APRIL 2, 2026

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR SUPPLEMENT AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

Shawn McManis, PE  
 DATE: 4/10/2020 LICENSE NO. 49556

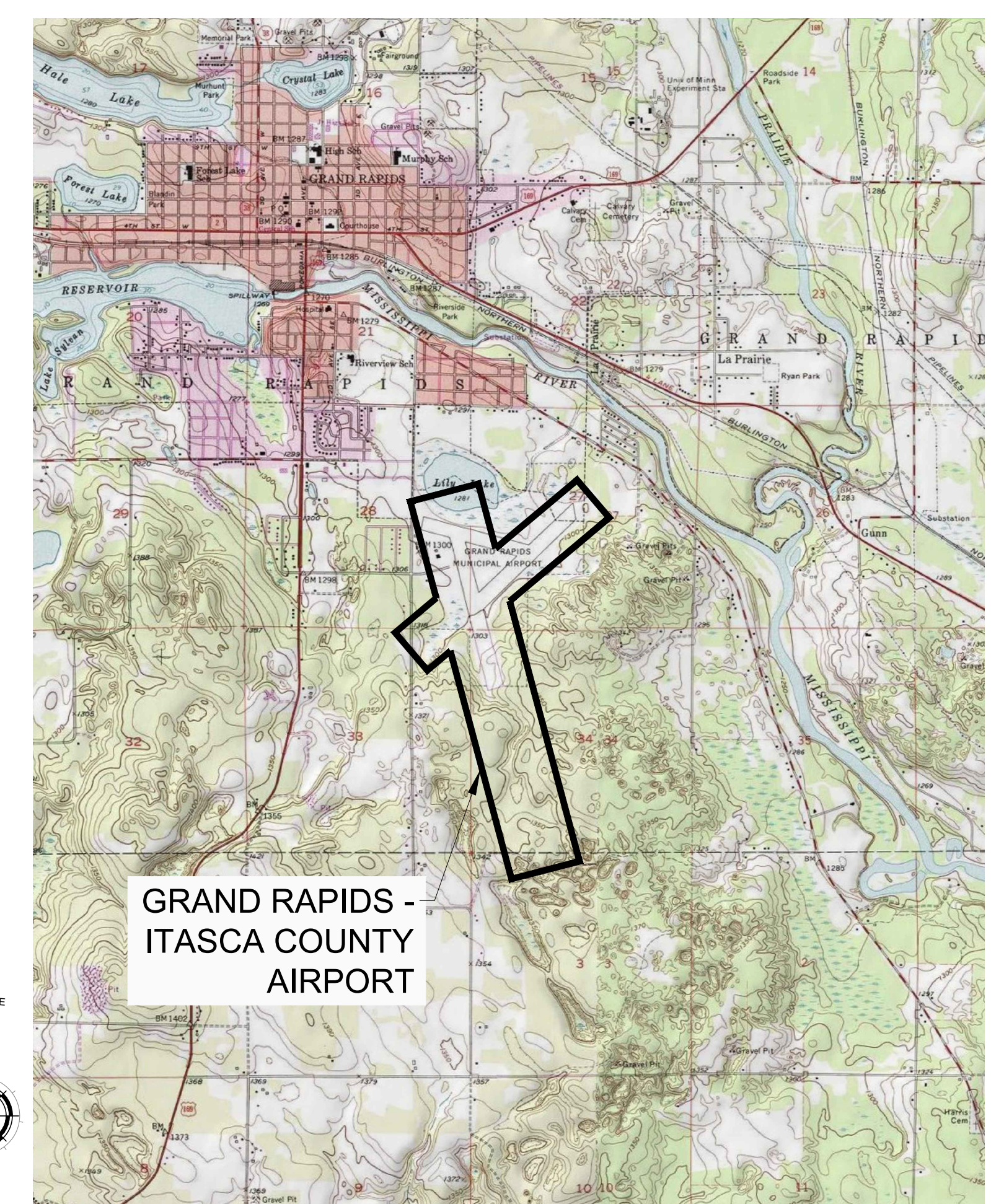
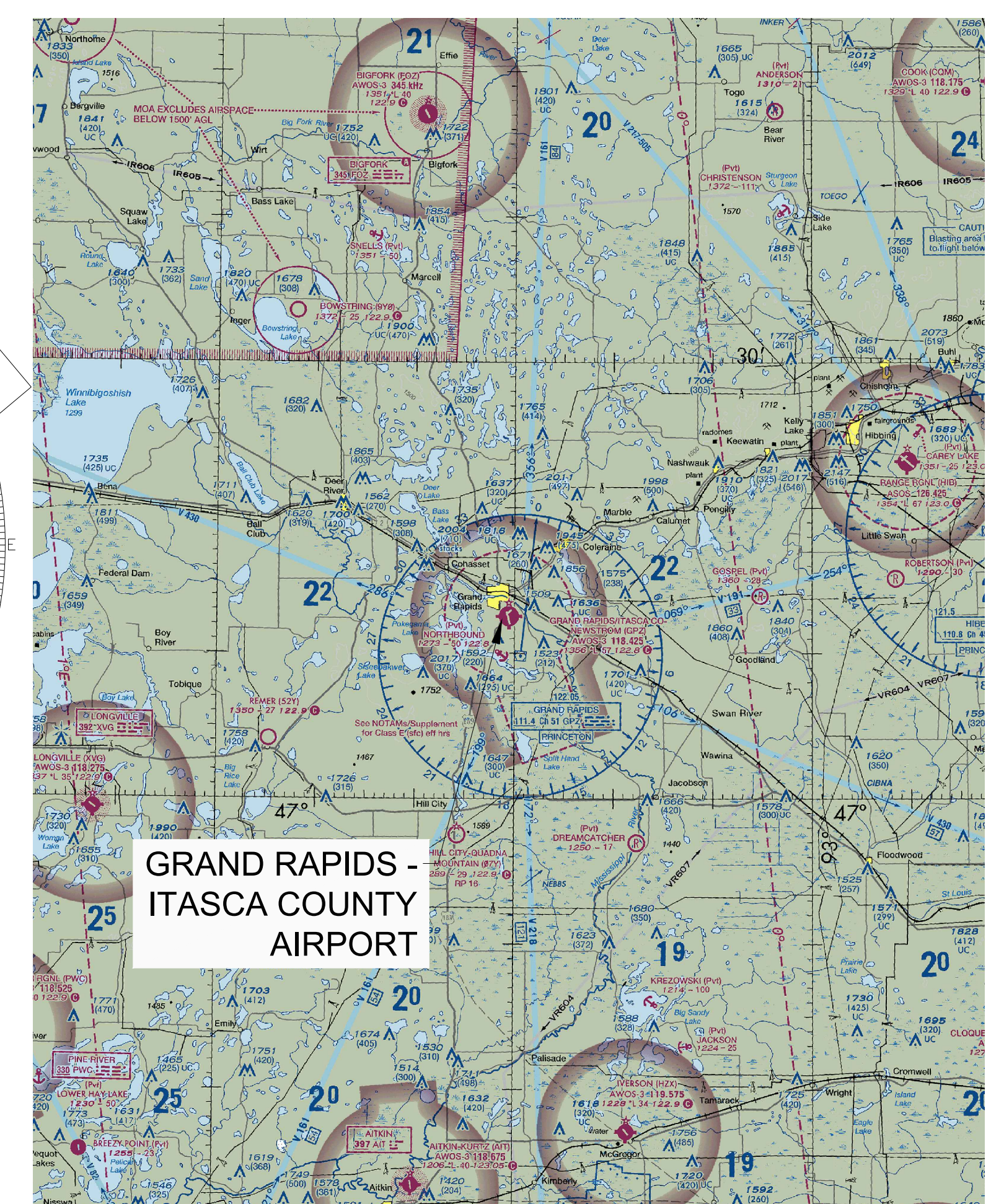
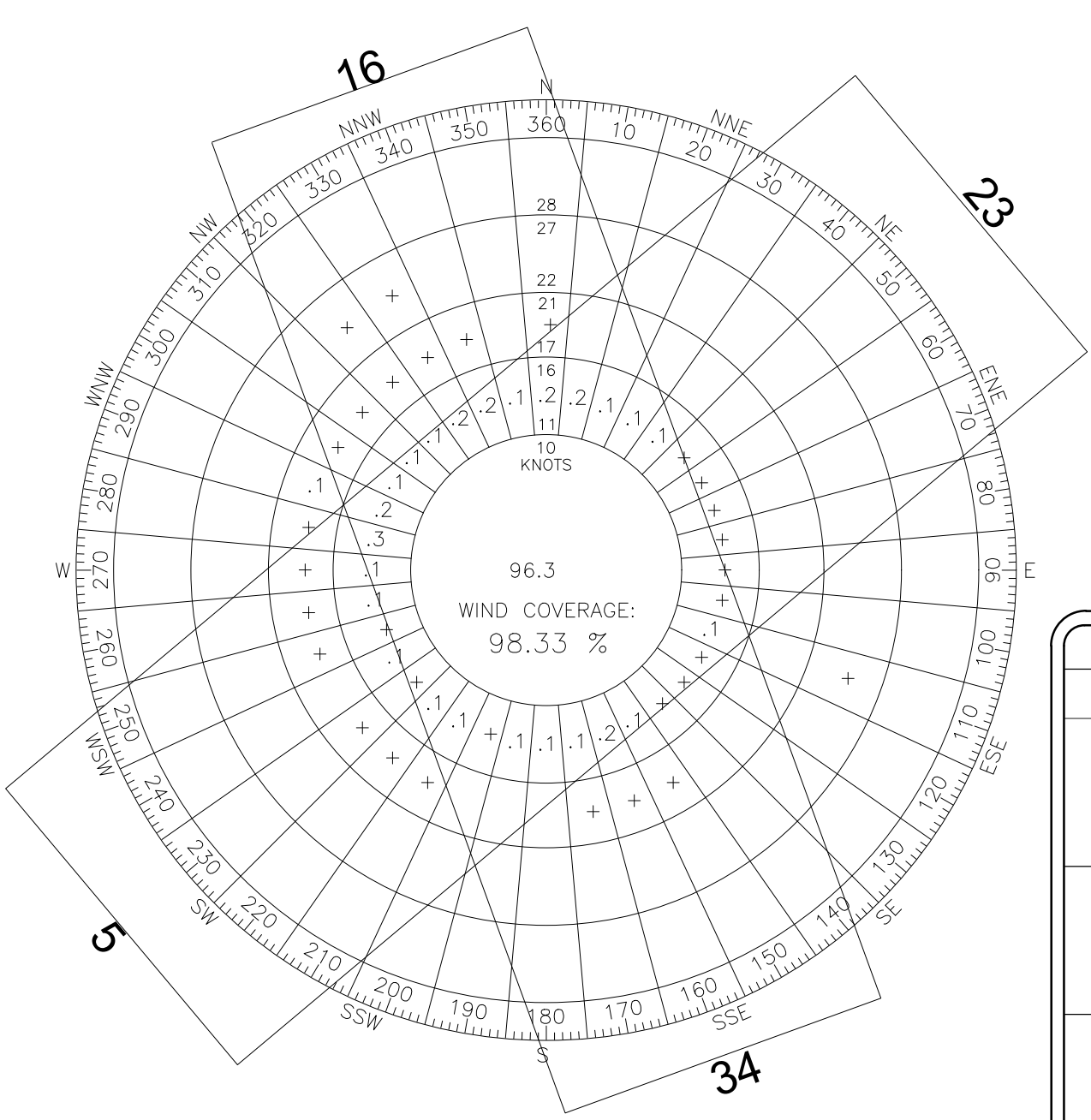
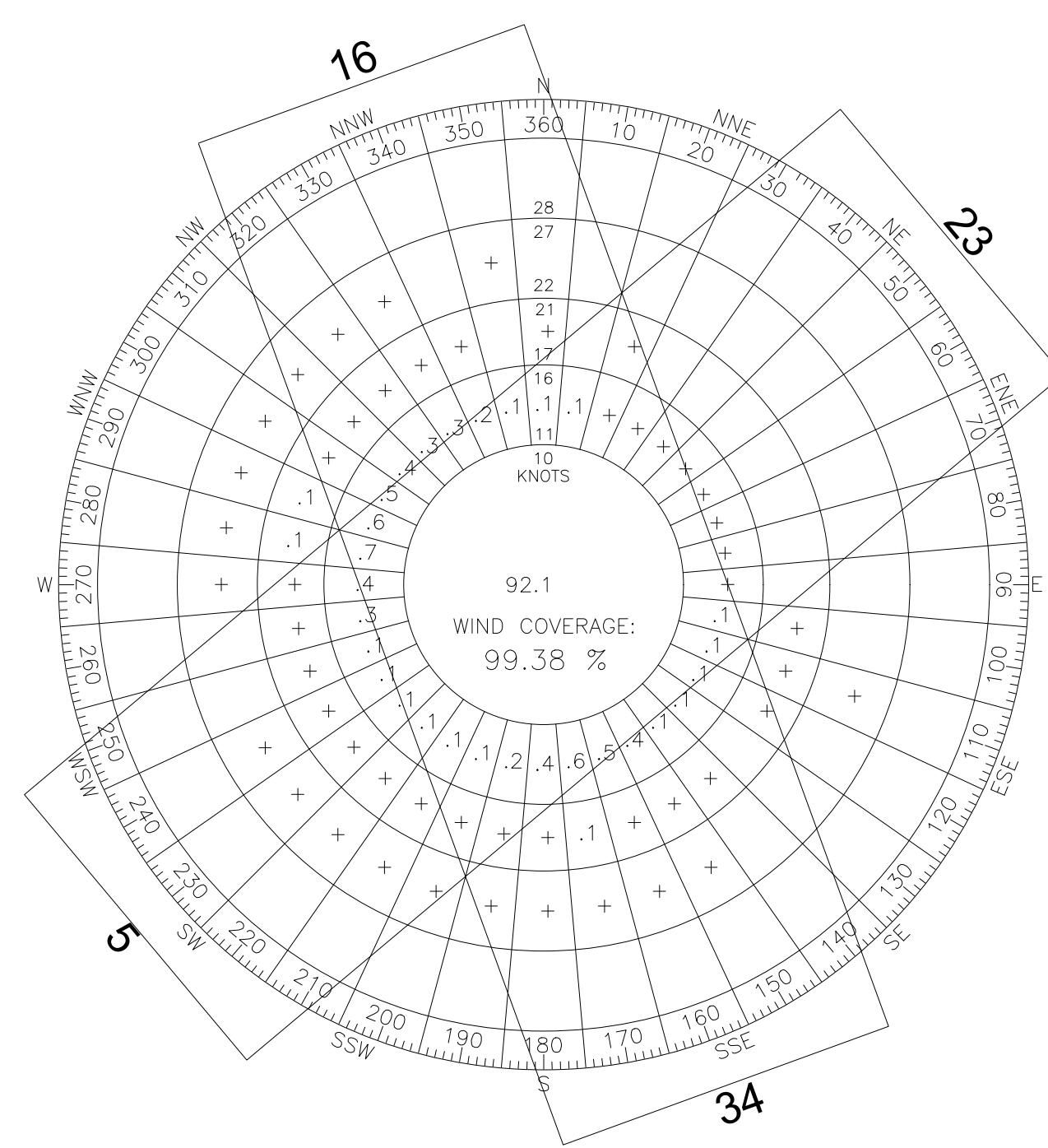
GRAND RAPIDS - ITASCA COUNTY AIRPORT LAYOUT PLAN  
 GRAND RAPIDS, MN

MARK DATE DESCRIPTION REVISIONS

SEH FILE NO. 133788  
 ISSUE DATE 4/2/2026  
 DESIGNED BY J.M.Z.  
 DRAWN BY B.L.M.  
 © 2015 Short Elliott Hendrickson, Inc. (SEH)

SHEET TITLE TITLE SHEET

SHEET 1



MAGNETIC DECLINATION = 0°07' E (0'4" W/YR)  
 SOURCE: NATIONAL GEOPHYSICAL DATA CENTER  
 WEB SITE = 05/15/2018  
<https://www.ngdc.noaa.gov/geomag-web/#declination>

		WIND COVERAGE		
		10.5 KNOTS	13 KNOTS	16 KNOTS
RUNWAY 16/34	ALL	83.37%	90.25%	97.80%
	VFR	81.38%	88.73%	97.21%
RUNWAY 5/23	ALL	94.77%	97.57%	99.37%
	VFR	94.55%	97.29%	99.22%
COMBINED	ALL	97.43%	99.38%	99.85%
	VFR	97.48%	99.24%	99.81%
		96.60%	98.33%	99.11%

SOURCE: Grand Rapids Itasca County Airport AWOS, 2006 to 2015. Obtained from the National Climatic Data Center.

AIRPORT DATA		
	EXISTING	FUTURE
AIRPORT ELEVATION	1,355.7'	SAME
AIRPORT REFERENCE POINT (LATITUDE)	47° 12' 33.42" N	47° 12' 33.45" N
(LONGITUDE)	93° 30' 35.80 W	93° 30' 35.88 W
MEAN MAX. TEMP. OF HOTTEST MONTH	80.2° F (JULY)	N/A
TAXIWAY LIGHTING	MITLs	SAME
NAVIGATIONAL AIDS	BEACON, ILS, LOC, GS, VOR, MALSR	SAME
MISCELLANEOUS FACILITIES	LIGHTED WINDCONE, PAPIs, HIRLS, MIRLS, REILs AWOS	SAME
NPIAS ROLE	REGIONAL	SAME
MN SASP CLASSIFICATION	KEY	SAME
AIRPORT REFERENCE CODE (ARC)	B-II	SAME
APPROACH MINIMUMS RUNWAY 16(17)	NPI = 1 MILE	SAME
APPROACH MINIMUMS RUNWAY 34(35)	PI = 1/2 MILE	SAME
APPROACH MINIMUMS RUNWAYS 5/23	VISUAL	SAME

Federal Aviation Administration

**CONDITIONALLY APPROVED**

Subject to the comments in the airspace determination letter

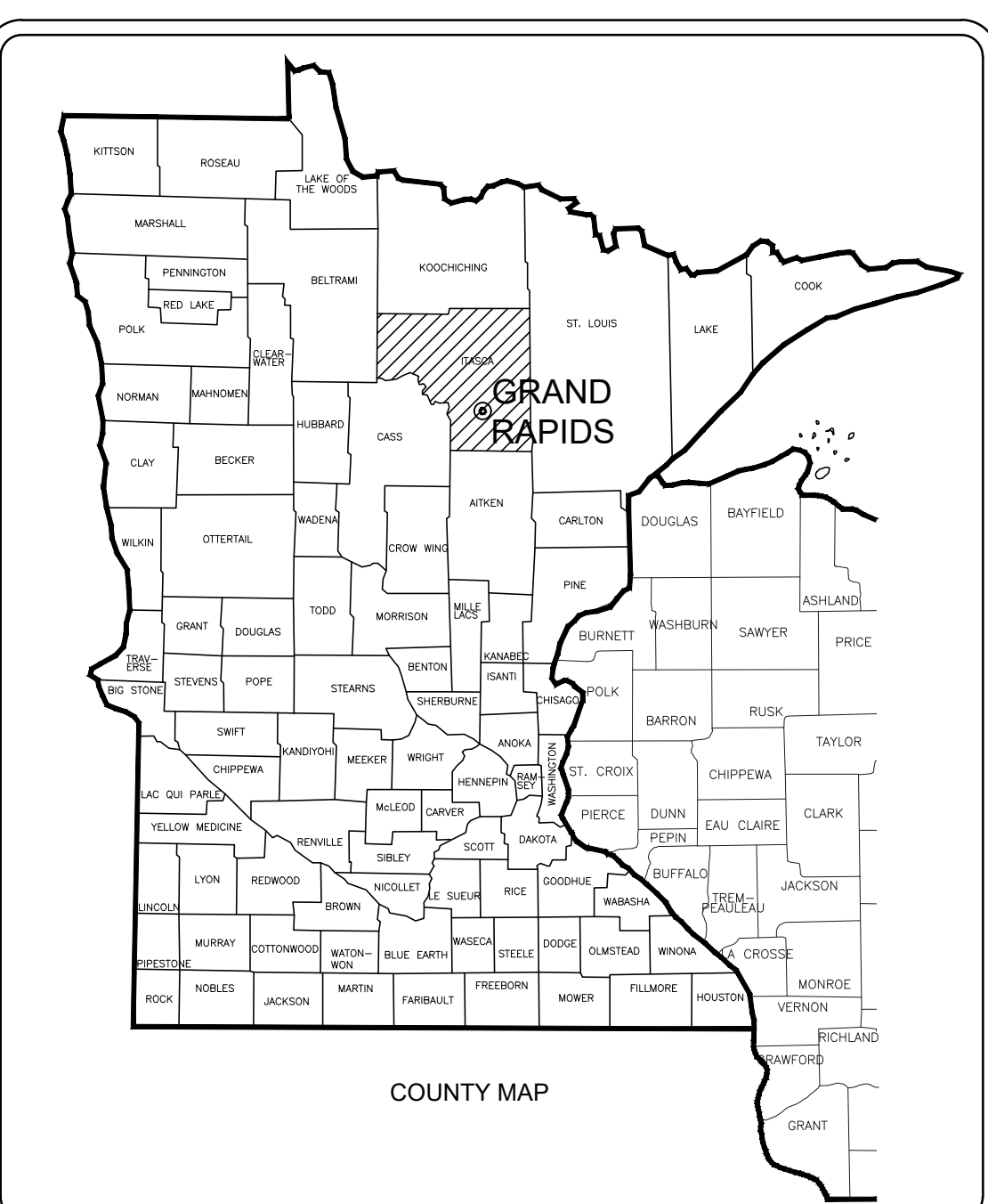
FAA Dakota-Minnesota Airports District Office

Aeronautical Study Number(s):  
 2026-AGL-5997-NRA

DEPARTMENT OF TRANSPORTATION AERONAUTICS

**CONDITIONALLY APPROVED**

NAME: Regional Representative DATE:



- INDEX OF SHEETS
- TITLE SHEET
  - AIRPORT LAYOUT PLAN
  - DATA SHEET
  - PART 77 AIRPORT AIRSPACE
  - RW 34(35) PART 77 PRECISION APPROACH AIRSPACE
  - EXIST. & FUT. RUNWAY 16/17 APPROACH PLAN & PROFILE
  - EXIST. & FUT. RUNWAY 34/35 APPROACH PLAN & PROFILE
  - EXIST. & FUT. RUNWAY 5 APPROACH PLAN & PROFILE
  - EXIST. & FUT. RUNWAY 23 APPROACH PLAN & PROFILE
  - BUILDING AREA PLAN
  - LAND USE AND ZONING
  - EXHIBIT 'A' PARCEL KEY
  - EXHIBIT 'A' NORTH DETAILS
  - EXHIBIT 'A' NORTH CENTRAL DETAILS
  - EXHIBIT 'A' SOUTH DETAILS
  - EX. 'A' EXISTING USES AND EASEMENTS
  - EX. 'A' ENCUMBRANCE DETAILS

PLAN APPROVAL

AIRPORT SPONSOR

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ALP REVIEW STATEMENT

On behalf of Short, Elliott, Hendrickson, Inc., this Airport Layout Plan (ALP) was prepared for the Grand Rapids - Itasca County Airport according to the applicable Advisory Circulars, the current version of the ARP SOP No. 2.00 ALP Checklist, and accurately depicts the proposed use of airspace at the time of submittal. The ALP conforms with FAA design standards, except as noted.

Signed: *Kaci Nowicki* Date: 10/3/2018  
 KACI NOWICKI



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 05/26/2026

**AGENDA ITEM:** Consider entering into agreement with Paul Bunyan Communications

**PREPARED BY:** Erik Scott

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### **BACKGROUND:**

The Pokegama Golf Course maintenance building needs a stable internet connection. We have approached Paul Bunyan and verified that all infrastructure is in place to install an internet connection in the maintenance building.

### **REQUESTED COUNCIL ACTION:**

Make a motion to enter into an agreement with Paul Bunyan for internet service at the Pokegama Golf maintenance building and authorize the mayor to sign the necessary documents.

## BUSINESS APPLICATION

Item 6.

Toll-free: (888) 586-3100  
Local: (218) 444-1234 / (218) 999-1234

Cust# 51158 Agreement #: 700-999-1872 Contact #: 218-326-7618 Install Date: Time:  
Name: CITY OF GRAND RAPIDS Contact Type: Business Current Date: 05/21/26  
Billing Address: 420 N POKEGAMA AVE 911 Address: 3708 GOLF COURSE RD

City: GRAND RAPIDS State: MN Zip: 55744

City: GRAND RAPIDS State: MN Zip: 55744

BROADBAND		SMALL BUSINESS	
		Package Price	
<input checked="" type="checkbox"/>	250 Mb*	GZSB	\$ 60.00 / mo.
<input type="checkbox"/>	1 Gb (1000 Mb)*	GZSB	\$ 80.00 / mo.
<input type="checkbox"/>	2 Gb (2000 Mb)*	GZSB	\$ 150.00 / mo.
<input type="checkbox"/>	6 Gb (6000 Mb)*	GZSB	\$ 300.00 / mo.

CURRENT METRO CUSTOMER

### Static IP Assignment

None  Single +\$10/mo

### e-mail Username:

\_\_\_\_\_@paulbunyan.net  
(5-15 lowercase letters or numbers - MUST begin with a letter)

### Password:

\_\_\_\_\_  
(> 5 characters - MUST be different than username)

**VOICE** Agreement #:

PHONE \$ 20.00 / line

GZ Long Distance

VOICE MAIL: -SELECT- Y / N # RINGS: \_\_\_\_\_

\* Internet speeds and wireless coverage may be limited to the network devices you have installed in your home and may require hardware upgrades for the best performance.  
- NOT FOR RESALE -

## MANAGED WIFI

<input type="checkbox"/>	GZ SmartBiz Service		\$ 30.00 / mo.
	<small>(includes SmartBiz features and 1 AP)</small>		
	Additional APs	_____ x \$10.00 =	_____/mo.
<input type="checkbox"/>	Managed WiFi		
	Calix APs	_____ x \$10.00 =	_____/mo.
	Calix Outdoor WiFi AP	_____ x \$15.00 =	_____/mo.
	Calix Bus WiFi Outdoor Pro	_____ x \$25.00 =	_____/mo.
	Ubiquiti APs	_____ x \$10.00 =	_____/mo.
	Ubiquiti Gateway	_____ x \$10.00 =	_____/mo.
	Managed WiFi Monthly Total		_____/mo.
<b>Install Fees</b>			
<input type="checkbox"/>	Installation Fee for Service and 1 AP - \$100		\$ 0.00
<input checked="" type="checkbox"/>	Waived with 6 month service agreement		
	Additional AP's	_____ x \$40.00 =	\$ _____
			(Does Not Include Wiring)

Email Username for SmartBiz App: \_\_\_\_\_

Password: \_\_\_\_\_

SSID Primary Network: \_\_\_\_\_

Password: \_\_\_\_\_

NOTES: INSTALL GZ 250 SM BUS WITH STATIC IP @ 3708 GOLF COURSE RD

\* All prices subject to change. There are no substitutions allowed on any package. Some restrictions apply.

- I understand that the listed package price does not include taxes and other mandated charges, which will increase my bill. My first bill may be 1.5-2 times larger than the regular monthly bill due to the billing cycle.
- I understand that when I have the service installed that I must pay for a minimum of one month's service regardless of whether I choose to discontinue the service within a month of having the service installed.
- As a consumer of Paul Bunyan Communications, you agree that the equipment installed on your premise is for use at the location as indicated on the application. You agree to take reasonable care of the equipment and agree to not open the equipment, take it apart, or alter it in any way. You are responsible for all damage to the equipment, beyond reasonable wear from normal use.
- Your use of the equipment and services you receive are subject to the various policies of Paul Bunyan Communications. Such policies and practices are subject to change. Monthly fees for use of the equipment and services are billed in advance.
- If services are discontinued, all equipment must be returned to Paul Bunyan Communications in working condition. If equipment is not returned, you understand and agree that the costs of the equipment including power cords and any other equipment that is provided to you for you to receive the service, will be assessed and will be your responsibility.
- I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
- AGREEMENT TO BE BOUND: By applying for services from Paul Bunyan Communications, you acknowledge that you have read and agree to be bound by all acceptable use policies and terms and conditions of service, as they may be amended.
- I agree that I will be responsible for all damages or loss and the equipment will be returned immediately upon termination of this service or at any time upon the request of Paul Bunyan Communications.
- I have read and fully understand the above information. I agree that Paul Bunyan Communications shall not be liable for any loss, damage or expense of any kind.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

App Taken by: CVH

SCHEDULED BY (Initials): \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

C Corporation

S Corporation

Partnership

Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

**or**

**Employer identification number**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## - NO INSTALLATION FEE -

Paul Bunyan Communications is proud to bring you the very latest in Telephone, Television, and Internet technology and we thank you for choosing our No Activation Fee Offer.

We are happy to provide you with an easy, inexpensive route to telephone, high speed Internet access, and all-digital television services!

By signing this agreement, you understand that the \$100 set up fee for the Broadband connection and / or the first TV will be waived, and wiring for additional Internet jacks and additional TVs will be billed at a rate of \$40 per jack.

INITIAL \_\_\_\_\_

**If you are electing to add GigaZone WiFi, it includes:** GigaZone WiFi router, GigaZone WiFi App, Enhanced Parental Controls and Enhanced Security all for \$7/mo.

The applicant agrees that the electronic signatures, whether digital or encrypted, included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures.

INITIAL \_\_\_\_\_

*Please fill out the form below, read the promotional agreement, and sign to redeem the offer. Offer valid within 30 days of installation.*

### Personal Information

**Name:** CITY OF GRAND RAPIDS **Cust #:** 51158 **Install Date:** \_\_\_\_\_

**Agreement #:** 700-999-1872 **Contact #:** 218-326-7618

**Service Address:** 3708 GOLF COURSE RD

**City:** GRAND RAPIDS **State:** MN **Zip:** 55744

### Promotional Offer Agreement

AGREEMENT TO BE BOUND. Customer agrees to keep the Paul Bunyan Communications Broadband and PBTv services initially active for a period of at least 6 consecutive months at the service address listed above. If the service at the address above is terminated for any reason, including termination for service agreement violations or non-payment, the customer agrees to pay a \$150 early termination fee. This offer expires December 31, 2026. Service availability depends upon location. Some restrictions apply. Service prices subject to change during term of this free installation offer, with advance notice provided. Internet speeds may vary and are not guaranteed.

INITIAL \_\_\_\_\_

- I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.
  - In all other respects, any existing service agreements with Paul Bunyan Communications, Paul Bunyan Net, and Paul Bunyan Television shall remain unchanged.
- \* \$40 Set Up fee ONLY if work is done on the initial service install. Otherwise, Set Up fee is \$100 per jack / hook up. Pricing is for standard installations only. Additional charges for special wiring and/or unusual circumstances will apply.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **App Taken By:** CVH  
**SCHEDULED BY (Initials):** \_\_\_\_\_

Paul Bunyan Communications  
 1831 Anne St. NW  
 Bemidji, MN 56601  
 Bemidji: (218) 444-1234 / Grand Rapids: (218) 999-1234

[ Paul Bunyan Net Office]  
 (218) 444-4NET or  
 (800) 276-8015  
 Fax (218) 444-4621

[PBTv Office]  
 (218) 444-PBTv or  
 (877) 624-4700  
 Fax (218) 444-6003



## Consumer Broadband Label

<b>Broadband Facts</b>	
<b>Paul Bunyan Communications</b>	
<b>250 Mbps Residential/Small Business Broadband Service</b>	
Fixed Broadband Consumer Disclosure	
<b>Monthly Price</b>	<b>\$60.00</b>
Introductory Rate	No
Contract Required	No
<b>Additional Charges &amp; Terms</b>	
Provider Monthly Fees	
Late fee may be assessed if bill is past due in the amount of \$5.00 or 1.5% (whichever is greater)	<b>\$5.00</b>
One-Time Fees at the Time of Purchase	
Installation Fee - can be waived with a qualifying contract	<b>\$100.00</b>
Government Taxes	<b>\$0.00</b>
<b>Promotional Pricing</b>	
If promotional pricing applies, see monthly price above.	
<b>Speeds Provided with Plan</b>	
Typical Download Speed	<b>up to 250 Mbps</b>
Typical Upload Speed	<b>up to 250 Mbps</b>
Latency	<b>3 ms</b>
<b>Data Caps</b>	<b>Unlimited</b>
<b>Network Management</b>	
<a href="https://paulbunyan.net/network-management-policies/">https://paulbunyan.net/network-management-policies/</a>	
<b>Privacy</b>	
<a href="https://paulbunyan.net/data-privacy-policy/">https://paulbunyan.net/data-privacy-policy/</a>	
<b>Customer Support</b>	
Phone:	<b>888-586-3100</b>
Email:	<a href="mailto:customerservice@paulbunyan.net">customerservice@paulbunyan.net</a>
Website:	<a href="http://www.paulbunyan.net">www.paulbunyan.net</a>
Address:	<b>1831 Anne St NW; Bemidji, MN 56601</b>
Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center.	
	<a href="http://fcc.gov/consumer">fcc.gov/consumer</a>
Unique Plan Identifier: F00026449532024250MBPSPBCX	

**Must be signed by landowner**

 Toll-free: (888) 586-3100  
 Local: (218) 444-1234 / (218) 999-1234

 Temp Drop       Spring Construction

05/21/26      51158		Applications Completed? <input type="text" value="Yes"/>		If so, Install Date: _____	
<b>DATE:</b> <b>CUSTOMER #</b> >		CITY OF GRAND RAPIDS		700-999-1872	
<b>BUSINESS NAME</b>		<b>PBC Phone Number</b>		New Construction? <input type="text" value="No"/>	
City of Grand Rapids		Tasha Connelly		Expected Move -In Date: _____	
<b>OWNER NAME</b>		<b>AUTHORIZED REPRESENTATIVE</b>		<b>TITLE</b>	
3708 GOLF COURSE RD		GRAND RAPIDS		MN      55744	
<b>PHYSICAL ADDRESS</b>		<b>CITY</b>		<b>STATE</b> <b>ZIP</b>	
218-326-7618		CHT 8		Order Taken By: <b>CVH</b>	
<b>CONTACT NUMBER</b>		<b>SITE</b>			
<b>UTILITIES:</b>					
<input checked="" type="checkbox"/> Electric		<input type="checkbox"/> Electric Line to Lake Pump		<input checked="" type="checkbox"/> Propane Line	
<input type="checkbox"/> Electric Line to Water Well		<input type="checkbox"/> Lift Station Pump Line		<input type="checkbox"/> Invisible Dog Fence	
<input type="checkbox"/> Customer-Owned Electric Lines Beyond the Meter		<input checked="" type="checkbox"/> Metallic Well/Water Lines		<input type="checkbox"/> Sprinkler System	
<b>LOCATION DESCRIPTION AND OTHER UTILITIES:</b>					

The Undersigned hereby grants to the Paul Bunyan Rural Telephone Cooperative permission to construct, operate and maintain a communication line or system on, over, or under the above premises and in or upon all streets, roads, or highways abutting said land. The Undersigned further agrees that in the event that said undersigned does not own all private land or lands necessary to be crossed, as stated above, he or she or they shall obtain all necessary permission from the owner or owners of said land or lands, and shall submit same to said Cooperative prior to installation of service. The Undersigned hereby grants to the Cooperative access to the premises of Undersigned at all reasonable times for its purpose of installing, repairing, maintaining or removing any service to the premises. Application for services still required. The first 1320' (1/4 mile) of a service line is plowed at no cost to the customer. Any additional footage beyond 1320' will be charged to the customer at rate of \$4.00/foot construction cost. Pricing is subject to change and will be billed at the current rate at time of construction.

**INITIAL**

The undersigned(s) understand and agree that Paul Bunyan Communications and/or agent will locate my private utilities in good faith and to the best of their ability. However, if any utility is mislocated, the undersigned agrees that he/she/it will protect, defend, indemnify and keep Paul Bunyan Communications and its members, employees, and agents, forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, arising from burying cable and/or location of infrastructure on or under the undersigned's premises and the undersigned will, at all times, protect, defend, indemnify and save Paul Bunyan Communications and keep it harmless against and from any and all loss, cost, damage or expense arising out of or from any loss of life, injury, property damage or other occurrence causing injury to any person or property whomsoever or whatsoever as a result thereof.

The undersigned releases Paul Bunyan Communications and its members, employees, and agents from any and all actions, claims, or demands that I/we, my/our assignees and/or legal representatives now have, or may have in the future, for injury, death, or property damage, related to the burying of cable and/or location of infrastructure on or under the undersigned's premises.

I/we have carefully read this release and waiver of liability and fully understand its contents. I/we am/are aware that this is a total release of liability for the benefit of Paul Bunyan Communications and hereby sign this document of my/our own free will.

**Name (please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**IF YOU HAVE ANY QUESTIONS REGARDING THE DROP PROCESS OR SERVICES AVAILABLE AT YOUR LOCATION PLEASE CALL OUR ENGINEERING DEPARTMENT @ (218) 444-1170**

I agree that any transactions or agreements with Paul Bunyan Rural Telephone Cooperative dba Paul Bunyan Communications or its associated companies may be formed by electronic means.





CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26<sup>th</sup>, 2026

**AGENDA ITEM:** Consider awarding a quote to Trout Enterprises, Inc. for building removal.

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

The City of Grand Rapids owns parcel 91-450-0022, located along 7<sup>th</sup> Avenue SE, 300 feet south of 7<sup>th</sup> Street SE. A storage building exists on this parcel that has become a safety hazard and needs to be removed. Council authorized staff to obtain quotes for the removal of this structure at the May 11<sup>th</sup> meeting.

Below is a summary of the quotes:

<u>Contractor</u>	<u>Bid</u>
Trout Enterprises, Inc.	\$7,683.28
TNT Construction Group,LLC	\$13,850.00
Casper Construction, Inc.	\$36,500.00

Project will be funded by PIR

**REQUESTED COUNCIL ACTION:**

Make a motion awarding a quote to Trout Enterprises, Inc. for building removal located on parcel 91-450-0022.



# QUOTATION FORM

Grand Rapids, MN  
Airport Road Building Removal

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Thursday, May 21<sup>st</sup>, 2026. Quotes can be mailed or hand delivered. The quote should be submitted in a sealed envelope to the City Engineers office:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions – Division SL
3. Site map and picture

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Airport Road Building Removal Quote".

Project Description: The project includes removal of existing building and slab on City of Grand Rapids parcel 91-450-0022 and restoration.

Project will be completed on a lump sum basis.

Total Lump Sum Bid: \$ 7,683.28

We, the undersigned, doing business as Trout Enterprises, Inc. have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all the conditions, laws and regulations surrounding the nature of the proposed project including the availability of materials, equipment and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete demolition of the Airport Road Building Removal as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 20th day of May, 2026

Name of Company Trout Enterprises, Inc.

Signature of Authorized Representative *Wes Trout*

Printed Name of Authorized Representative Wes Trout

Title of Authorized Representative President

Legal Address 43665 US HWY 2 DEER RIVER, MN 56636

Business Phone 218-246-8165



# QUOTATION FORM

Grand Rapids, MN  
Airport Road Building Removal

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Thursday, May 21<sup>st</sup>, 2026. Quotes can be mailed or hand delivered. The quote should be submitted in a sealed envelope to the City Engineers office:

Quote package shall include the following:

- 1. Quotation Form
- 2. Special Provisions – Division SL
- 3. Site map and picture

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Airport Road Building Removal Quote".

Project Description: The project includes removal of existing building and slab on City of Grand Rapids parcel 91-450-0022 and restoration.

Project will be completed on a lump sum basis.

Total Lump Sum Bid: \$ 13,850.00

We, the undersigned, doing business as TNT CONSTRUCTION GROUP have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all the conditions, laws and regulations surrounding the nature of the proposed project including the availability of materials, equipment and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete demolition of the Airport Road Building Removal as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 18 day of MAY, 2026  
 Name of Company TNT Construction Group LLC  
 Signature of Authorized Representative *Dominic Ellison*  
 Printed Name of Authorized Representative Dominic Ellison  
 Title of Authorized Representative PM  
 Legal Address 40 County Road 63, Grand Rapids MN 55744  
 Business Phone 218-326-1881

## SPECIAL PROVISIONS

### General:

1. Council will consider award on Tuesday, May 26<sup>th</sup>, 2026
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. Contractor will be required to provide proof of insurance
7. The Work will be substantially completed on or before August 15, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 1, 2026. Additionally, once construction has started, work shall be finished within 10 calendar days
8. Liquidated damages shall be set at \$200 per day for every day after the completion dates that the project is not complete.
9. Contractor will be required to submit a City Demolition Permit and bid shall include the \$41 fee. Contractor will also be required to submit a City Stormwater permit, but this fee will be waived.

### Construction:

1. Project includes the demolition and removal of the existing ~45' x 32' structure, concrete slab under building and any building contents.
2. Site shall be graded to match existing drainage patterns. Any topsoil necessary shall be included in the bid.
3. Disturbed areas shall be established with topsoil (if necessary), seed and mulch.
4. Bid shall include erosion control management, including silt fence, construction entrances, etc.
5. All construction traffic shall enter and exit on 7<sup>th</sup> Avenue SE (Airport Road). Any applicable traffic control shall be the responsibility of the contractor.

S:\Special\_Projects\2026 - Airport Rd Building Removal\Airport Rd Building Removal Quote.docx

Parcel: 91-450-0022

Building removal request: 5/11/26





# QUOTATION FORM

Grand Rapids, MN  
Airport Road Building Removal

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Thursday, May 21<sup>st</sup>, 2026. Quotes can be mailed or hand delivered. The quote should be submitted in a sealed envelope to the City Engineers office:

Quote package shall include the following:

- 1. Quotation Form
- 2. Special Provisions – Division SL
- 3. Site map and picture


All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Airport Road Building Removal Quote".

Project Description: The project includes removal of existing building and slab on City of Grand Rapids parcel 91-450-0022 and restoration.

Project will be completed on a lump sum basis.

Total Lump Sum Bid: \$ 36,500.00

We, the undersigned, doing business as Casper Construction, Inc. have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all the conditions, laws and regulations surrounding the nature of the proposed project including the availability of materials, equipment and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete demolition of the Airport Road Building Removal as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 21 day of May, 2026  
Name of Company Casper Construction, Inc.  
Signature of Authorized Representative   
Printed Name of Authorized Representative Tom Alverson  
Title of Authorized Representative Senior Estimator/Project Manager  
Legal Address 212 SE 10th St - Grand Rapids, MN 55744  
Business Phone 218-326-9637

**\*\*This proposal does not include any contaminated material assessment or abatement\*\***

## SPECIAL PROVISIONS

### General:

1. Council will consider award on Tuesday, May 26<sup>th</sup>, 2026
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. Contractor will be required to provide proof of insurance
7. The Work will be substantially completed on or before August 15, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 1, 2026. Additionally, once construction has started, work shall be finished within 10 calendar days
8. Liquidated damages shall be set at \$200 per day for every day after the completion dates that the project is not complete.
9. Contractor will be required to submit a City Demolition Permit and bid shall include the \$41 fee. Contractor will also be required to submit a City Stormwater permit, but this fee will be waived.

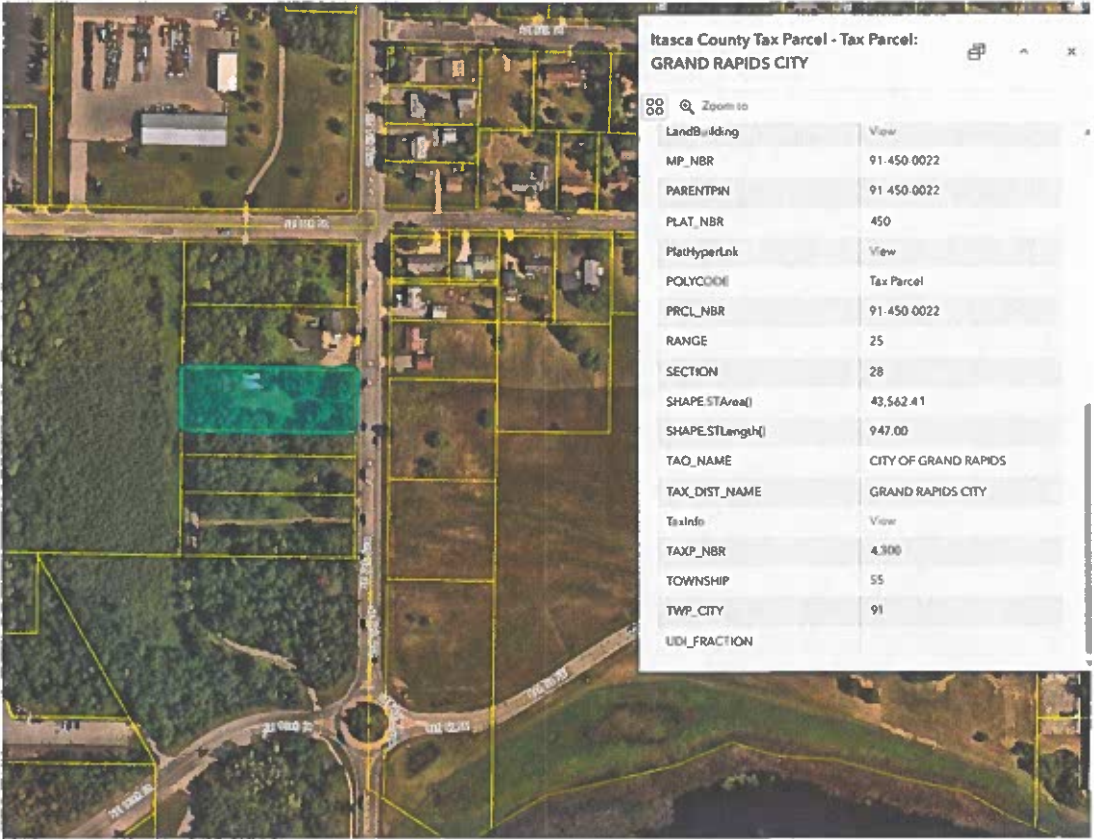
### Construction:

1. Project includes the demolition and removal of the existing ~45' x 32' structure, concrete slab under building and any building contents.
2. Site shall be graded to match existing drainage patterns. Any topsoil necessary shall be included in the bid.
3. Disturbed areas shall be established with topsoil (if necessary), seed and mulch.
4. Bid shall include erosion control management, including silt fence, construction entrances, etc.
5. All construction traffic shall enter and exit on 7<sup>th</sup> Avenue SE (Airport Road). Any applicable traffic control shall be the responsibility of the contractor.

S:\Special\_Projects\2026 - Airport Rd Building Removal\Airport Rd Building Removal Quote.docx

Parcel: 91-450-0022

Building removal request: 5/11/26



Itasca County Tax Parcel - Tax Parcel: GRAND RAPIDS CITY	
LandBuilding	View
MP_NBR	91-450-0022
PARENTPIN	91-450-0022
PLAT_NBR	450
PlatHyperLnk	View
POLYCODE	Tax Parcel
PRCL_NBR	91-450-0022
RANGE	25
SECTION	28
SHAPE.STArea	43,562.41
SHAPE.STLength	947.00
TAO_NAME	CITY OF GRAND RAPIDS
TAX_DIST_NAME	GRAND RAPIDS CITY
TaxInfo	View
TAXP_NBR	4,300
TOWNSHIP	55
TWP_CITY	91
UDI_FRACTION	





CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Consider approval of Cannabis Dispensary Manager job description and authorize Human Resources to post, advertise, and hire for this position.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

### BACKGROUND:

The City is currently exploring the development and operation of a municipal cannabis dispensary. As planning efforts continue, including facility design, operational logistics, regulatory compliance, and business planning, we have identified the need for specialized expertise to support these efforts.

To assist with implementation and long-term operational success, we are proposing the creation of a **Cannabis Dispensary Manager** position. Establishing this position during the planning phase would allow the selected individual to contribute directly to key decisions regarding dispensary operations, workflow development, inventory controls, security protocols, staffing models, licensing compliance, vendor relationships, and customer service expectations.

Given the highly regulated nature of the cannabis industry, early involvement from an experienced manager is intended to help ensure the City develops operational practices that align with state regulations, industry standards, and organizational goals. Additionally, incorporating operational expertise during the planning process may help identify efficiencies, mitigate risks, and support informed decision-making as the project progresses.

The proposed position is anticipated to transition from a planning and implementation role into ongoing management of dispensary operations upon opening. Responsibilities would include oversight of day-to-day operations, regulatory compliance, financial performance, staffing, inventory management, and strategic planning to support successful and sustainable dispensary operations.

This position is classified as a Grade 16, with a 2026 salary range of \$44.99 to \$61.64 per hour, and will report directly to the City Administrator.

We are also requesting authorization for Human Resources to begin the process of posting, advertising, and hiring for the Cannabis Dispensary Manager.

**REQUESTED COUNCIL ACTION:**

Consider approval of the proposed Cannabis Dispensary Manager job description and authorization to proceed with posting, advertising, and hiring.

## City of Grand Rapids Job Description

**Job Title: Cannabis Dispensary Manager**

Department: Cannabis Department  
 Reports to: City Administrator  
 FLSA Status: Exempt  
 Approved By: City Council  
 Approved Date:

### Summary

Serves as the Cannabis Dispensary Manager. Responsible for coordinating and supervising the daily operations of the cannabis store, including store operations, sales, physical plant, and personnel. Work is performed under the moderate supervision of the City Administrator.

### Essential Duties and Responsibilities

The duties listed include the following and are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

1. Oversee daily operations: inventory management, cash handling, shift coverage, and ensuring service excellence.
2. Perform inventory management functions.
  - Product ordering, determine which products and brands to carry based on sales history and trends and maintains adequate inventory levels.
  - Monitoring the inventory of cannabis product.
  - Sets pricing to ensure profitability.
3. Perform retail operation.
  - Operate and maintain the POS System.
  - Reconcile sales to receipts, prepare bank statements, and submit daily cash and sales records.
  - Assure completion of all transactions and the proper control of all cash and media according to cannabis policies and procedures.
  - Reviews and authorizes all vendor requests for disbursement.
  - Reviews all daily, weekly, and monthly financial and inventory reports.
4. Train and educate customer service staff, salespeople ("Budtenders"), and security staff. Monitor the activities of employees, to ensure a safe and secure work environment.
5. Plan and order merchandise so as to maintain a balanced stock and product layout to meet customer needs.
6. Coordinate monthly ads, proof and approve. Maintain stores Facebook page. Select and proof items for online advertising.

7. Provide employee orientation through discussions on product knowledge, by setting an example on how to sell products to the customer, and by providing training and guidance on all policies and procedures.
8. Responsible for product placements, case displays, and security of product according to internal policies and State regulatory laws.
9. Performs other duties and responsibilities as assigned.

**POSITION EXPECTATIONS/REQUIREMENTS:**

1. Keep informed on industry practices and improved merchandising techniques and apply knowledge to operation of municipal cannabis dispensary store(s) in Grand Rapids.
2. Keep informed of market conditions to purchase merchandise at favorable prices.
3. Monitor and ensure compliance with city ordinances, relevant statutes, and state regulations regarding the sale of cannabis. Operate in full compliance with local, state, and federal laws. Maintain all required licenses, permits, and reporting requirements.
4. Maintain strong product knowledge of store inventory to assist and advise customers in selection of various forms of flower, edible products, etc. Communicate directly with customers to recommend products and answer questions.
5. Maintain cleanliness, customer convenience and proper traffic flow, assuring proper display placement and shelf sets.
6. Responsible for proper store opening and closing procedures.
7. Tabulate monthly merchandise purchases, report monthly sales figures to Director of Finance as directed, generate monthly sales and inventory reports for Finance Department.
8. Assists with checkouts, stocking, etc. as needed.
9. Attend staff meetings, training, and safety meetings as directed.
10. Address customer requests and ensure complaints are handled in a friendly, competent manner. Ensure a safe and secure environment. Manage problem situations including attempted purchase of product by minors, potential shoplifting problems, etc.
11. Assists in developing an operating plan and budget that projects revenues, expenses, and profits along with capital expenditures.
12. Must exercise initiative, discretion and independent use of judgment over matters of non-significance.
13. Must be able to work scheduled hours, weekends, holidays and callouts as required. Store hours are not yet determined. Hours worked will be varied and will be determined by job requirements and responsibilities.
14. Must be able to work with minimal supervision, independently and confidentially.
15. Must be able to multi-task, prioritize, have strong communication skills and be a self-starter.
16. Proficient use of Microsoft Word, Excel, Outlook and Adobe Acrobat.

17. Creates a favorable image of the City in contacts with the public, elected officials and other organizations.
18. Keep City Administrator informed of any development, which he/she will need to know to function effectively.
19. Keeps store in compliance with all governmental regulations.
20. Performs other duties and assumes other responsibilities as apparent and/or as assigned.

### **RESPONSIBILITY FOR WORK OF OTHERS:**

Supervises: FT and PT Cannabis Dispensary Clerks and contracted Security Personnel.

### **EDUCATION/EXPERIENCE PREREQUISITE(S):**

1. High School Diploma or equivalent.
2. Ganjier Product Specialist Certification, or ability to obtain certification within 6 months of hiring.
3. Three (3) years employment experience in the cannabis industry.
4. Two (2) years direct supervisory experience of three or more employees.
5. Ability to obtain (or already possess, if applicable):
  - Minnesota Cannabis Worker Registration / License (as required by OCM)
  - Eligibility to work in a licensed cannabis facility
6. Knowledge and experience in promoting and selling cannabis products.

### **OTHER PREREQUISITES:**

Specific Qualifier/Test(s):

- Pre-employment drug screen prior to starting employment.
- Able to meet standard background and criminal check.
- Valid and unrestricted Driver's License and satisfactory driving record.
- Ability to lift up to 50 lbs, with or without accommodation.

### **Knowledge, Skills, Abilities and Competencies Required**

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

- Knowledge of cannabis laws, regulations, and compliance requirements
- Strong leadership, supervision, and team development skills
- Experience with inventory systems and POS platforms
- Financial management and reporting skills
- Ability to interpret and apply laws, regulations, and policies
- Strong communication and conflict resolution skills
- Ability to maintain confidentiality and exercise sound judgment

## Physical Demands

The physical demands described below are representative of those that must be met to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions. Frequent standing and walking for extended periods (often up to 8 hours per shift). Occasional sitting for administrative tasks. Frequent movement throughout the retail floor, storage areas, and office spaces. Ability to bend, stoop, kneel, crouch, and reach as needed. Frequent use of hands for handling products and packaging. Operating POS systems, computers, and tablets. Counting cash and inventory. Ability to grasp, handle, and manipulate small items (e.g., cannabis products, labels). Ability to regularly lift and carry 20–25 pounds. Occasionally lift up to 30–50 pounds (inventory shipments, storage boxes). Ability to carry items short distances (e.g., stockroom to sales floor). Close vision for reading labels, screens, and compliance documentation. Ability to distinguish colors (important for product labeling and packaging). Peripheral vision and depth perception for safe movement in retail/storage areas. Ability to work in a retail environment with moderate noise and customer traffic. May require long shifts, including evenings, weekends, and holidays. Ability to handle high-paced, sometimes stressful situations while remaining physically present and active. Additional physical tasks include climbing ladders or step stools to access inventory or displays, maintaining balance while reaching or stocking items, continuous use of computers for reporting, scheduling, and compliance tracking.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and physical ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

### JOB DESCRIPTION ACKNOWLEDGMENT FORM

I acknowledge that I have received and reviewed the job description for the position of Cannabis Dispensary Manager listed above. I understand that this job description outlines the general duties, responsibilities, and physical requirements of my position.

I understand that:

- The job description is not intended to be an exhaustive list of all duties, responsibilities, or qualifications associated with the position.
- Duties and responsibilities may be added, removed, or modified at the discretion of the employer to meet operational needs, in accordance with applicable laws.
- I am expected to perform the essential functions of this position, with or without reasonable accommodation, consistent with applicable law.
- I have had the opportunity to ask questions regarding the contents of this job description.

I understand that this acknowledgement does not constitute a contract of employment and does not alter my employment status. I further understand that this job description is to be used as a guide and that I will be responsible for performing other duties as assigned.

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Employee Signature

Date

---

Employee Name (Printed)



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving an Architect/Owner agreement for design and construction services related to the dispensary building.

**PREPARED BY:** Tom Pagel, City Administrator

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### BACKGROUND:

Attached is an Architect-Owner agreement for design and construction services related to the construction of a cannabis dispensary building. The architect, Oertel Architects, specializes in the design of cannabis dispensaries and understands the State design regulations required to open the facility on time and on budget. They come highly recommended by the City of Anoka who utilized them on the design of their dispensary.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the attached Architect/Owner agreement with Oertel Architects for design and construction services related to the municipal cannabis dispensary.


**AIA® Document B101® – 2017**
**Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-sixth day of May in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

and the Architect:  
(Name, legal status, address and other information)

Oertel Architects  
1795 St. Clair Avenue St. Paul  
Saint Paul, MN 55105  
651-696-5186

for the following Project:  
(Name, location and detailed description)

Grand Rapids Dispensary  
Grand Rapids, MN 55744  
Design and Construction of a new municipal cannabis dispensary facility.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

A complete facility for the storage and sales of municipally dispensed cannabis products. The facility will include secure entries, secured waiting areas, point of sale counters and display areas, secure storage, employee office, break and restroom facilities in addition to necessary building support functions like mechanical and electrical rooms, general storage and other necessary internal built features.

§ 1.1.2 The Project's physical characteristics:

The building will be approximately 3,000 SF, located north of US Highway 2, east of 4<sup>th</sup> Avenue NW in Grand Rapids, Minnesota. The facility will be located on a property that is currently un-built, with adjacent existing facilities on neighboring properties. The site is served by both public and private utilities.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

\$2,550,000 which includes land purchase, construction cost, professional services, contingencies, and financing charges.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

August 10, 2026

.2 Construction commencement date:

September 28, 2026

**.3 Substantial Completion date or dates:**

Building May 1, 2027 and Parking Lot June 15, 2027

**.4 Other milestone dates:**

Open Date July 1, 2027

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**

Design-Bid-Build of a publicly funded project

**§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:**

The Owner has no stated sustainable objective at the time of this agreement.

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**

Tom Pagel, City Administrator  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
218.398.0584  
tpagel@grandrapidsmn.gov

**§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:**

Jon Peterson, Building Maintenance Manager/Building Official

**§ 1.1.9 The Owner shall retain the following consultants and contractors:**

**.1 Geotechnical Engineer:**

Braun Intertec  
Attn: Mark Gothard  
3404 15<sup>th</sup> Avenue E, Suite 9  
Hibbing, MN 55746  
218.259.5500  
mgothard@braunintertec.com

**.2 Other:**

Building System Commissioning (HVAC and Lighting)

-TBD

-

-

-

Building Envelope Design Commissioning and Construction Observation

-TBD

-  
-  
-  
Site Survey (Boundary, Topographical and Utility)

-TBD  
-  
-  
-

Telecommunications, Security and Access Control, Audio-Visual

-TBD  
-  
-  
-

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Thomas Stromsodt, AIA  
1795 St. Clair Avenue St. Paul  
Saint Paul, MN 55105  
(651) 696-5186x314  
tstromsodt@oertelarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Design Tree Engineering and Land Surveying  
Dan Folsom  
120 17th Avenue West  
Alexandria, MN 56308  
888-216-1916

.2 Mechanical Engineer:

Design Tree Engineering and Land Surveying  
Dan Folsom  
120 17th Avenue West  
Alexandria, MN 56308  
888-216-1916

.3 Electrical Engineer:

Design Tree Engineering and Land Surveying  
Dan Folsom  
120 17th Avenue West  
Alexandria, MN 56308  
888-216-1916

.4 Civil Engineer and Landscape Architecture:

Bolton and Menk, Inc.

Attn: Andy Brotzler  
504 NW 1<sup>st</sup> Avenue  
Grand Rapids, MN 55744

**§ 1.1.11.2** Consultants retained under Supplemental Services:

None

**§ 1.1.12** Other Initial Information on which the Agreement is based:

Attachments listed in Article 13

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care provided by architects practicing in the same locality under the same circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such

primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review

laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and

other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an

evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	In Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	In Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	In Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	In Basic Services
§ 4.1.1.9 Landscape design	In Basic Services
§ 4.1.1.10 Architectural interior design	In Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	In Basic Services
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect

§ 4.1.1.17	Post-occupancy evaluation	Architect
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Owner
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	In Basic Services
§ 4.1.1.29	Other services provided by specialty Consultants	NA
§ 4.1.1.30	Other Supplemental Services	NA

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

4.1.1.16 – As-Constructed record drawings: Drawings produced at the end of construction that document the construction process and results, other than changes as documented as part of design team issued drawings during the construction process.

4.1.1.17 – Post-Occupancy Evaluation: No formal post occupancy survey or evaluation of facility performance.

4.1.1.20 – Architect's coordination of the Owner's consultants. Basic services includes working with and providing background for the Owner's consultants. Basic Services includes having those consultants participate in design meetings and progress. Coordinating Owner's Consultants Deliverables and incorporating those into the Architect's deliverables would be a supplemental service.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Items listed as Owner services, are also identified as Owner provided consultants, necessary for completing portions of the Work.

§ 4.1.3 If the Owner identifies a Sustainable Objective in Article 1 at any point in the project prior to the completion of the Design Development phase, the Architect shall provide, as a Supplemental Service, the Sustainability Services to be determined and negotiated in scope with the Owner. The Owner shall compensate the Architect for Additional Services per section 4.2 and as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's

- schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .9 Evaluation of the qualifications of entities providing bids or proposals;
  - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
  - .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating more than three (3) Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seven ( 7 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identifies a Sustainable Objective in Article 1 at any point prior to the completion of the Design Development phase, the Owner shall fulfill its responsibilities as required per the requirements of that Objective.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and

responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner

shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the Architect's total aggregate liability to the Owner, arising out of or in any way related to this Agreement or the services provided hereunder, whether in contract, tort (including negligence), liability or otherwise, shall not exceed the total fees paid to the Architect under this Agreement. In no event shall the Architect be liable for special, indirect, incidental, consequential or punitive damages.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(*Insert amount*)  
  
One Hundred Fifty-Three Thousand and Five Hundred Dollars
- .2 Percentage Basis  
(*Insert percentage value*)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(*Describe the method of compensation*)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services

required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

A proposed, negotiated fee for a scope of work will be provided by the Architect for Owner approval.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

A proposed, negotiated fee for a scope of work will be provided by the Architect for Owner approval.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5.0 %).

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent ( 15 %)
Design Development Phase	twenty percent ( 20 %)
Construction Documents Phase	forty percent ( 40 %)
Procurement Phase	five percent ( 5 %)
Construction Phase	twenty percent ( 20 %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

**§ 11.6.** When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

Hourly rates for professional services / disciplines is provided below

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
Architecture	
Principal / Lead Architect	\$185
Senior Architect / Senior Project Manager	\$145
Project Architect	\$135
Design Architect	\$125
Interior Design	\$135
Sustainable Design Coordinator	\$135
Designer III	\$110
Designer II	\$100
Designer I	\$90
Administrative	\$85
Structural	
Principal \$300/hour	
Engineer/Land Surveyor IV \$220/hour	
Engineer/Land Surveyor III \$190/hour	
Engineer/Land Surveyor II \$170/hour	
Engineer/Land Surveyor I \$145/hour	
Technician IV \$170/hour	
Technician III \$155/hour	
Technician II \$125/hour	

Technician I \$110/hour  
 Administrative Assistant \$100/hour

#### Mechanical

Principal \$300/hour  
 Engineer/Land Surveyor IV \$220/hour  
 Engineer/Land Surveyor III \$190/hour  
 Engineer/Land Surveyor II \$170/hour  
 Engineer/Land Surveyor I \$145/hour  
 Technician IV \$170/hour  
 Technician III \$155/hour  
 Technician II \$125/hour  
 Technician I \$110/hour  
 Administrative Assistant \$100/hour

#### Electrical

Principal \$300/hour  
 Engineer/Land Surveyor IV \$220/hour  
 Engineer/Land Surveyor III \$190/hour  
 Engineer/Land Surveyor II \$170/hour  
 Engineer/Land Surveyor I \$145/hour  
 Technician IV \$170/hour  
 Technician III \$155/hour  
 Technician II \$125/hour  
 Technician I \$110/hour  
 Administrative Assistant \$100/hour

#### Civil Engineer

Administrative \$70-175  
 Technician \$98-186  
 Survey Technician \$112-202  
 Senior Technician \$138-230  
 Construction Manager \$162-228  
 Design Engineer \$135-202  
 Graduate Engineer \$125-190  
 Graduate Surveyor \$145-202  
 Licensed Project Surveyor \$190-237  
 Planner \$120-181  
 Project Engineer \$148-220  
 Project Manager \$140-261  
 Senior Landscape Architect \$154-269  
 Senior Planner \$172-240  
 Senior Project Engineer \$170-220  
 Senior Project Manager \$190-290

#### Landscape Architecture

Landscape Designer \$128-178  
Landscape Architect \$156-185

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

Additional premiums for the limits required by the Owner, for the duration of the coverage to be maintained for the Project.

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-five ( 35 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Amounts unpaid more than thirty-five (35) days after the City's receipt of the invoice, shall bear interest at 1 ½% per month as provided in Minnesota Statutes 471.425.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work.

The Owner’s right, if any, to offset sums due the Architect shall be governed by applicable law, including but not limited to the Prompt Payment Act.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

None

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

Proposal for professional services dated May 12, 2026.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*  
 BY: Tasha Connelly, Mayor  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
 BY: Thomas Stromsodt, Vice-President  
 \_\_\_\_\_  
*(Printed name, title, and license number if required)*

\_\_\_\_\_  
**OWNER** *(Signature)*  
 BY: Kim Gibeau, City Clerk  
 \_\_\_\_\_  
*(Printed name and title)*

## Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:20:44 CDT on 05/20/2026.

### Changes to original AIA text

#### PAGE 1

#### PAGE 2

*(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)*

*(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)*

*(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

*(Provide total and, if known, a line item breakdown.)*

#### PAGE 3

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)*

*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

*(List name, address, and other contact information.)*

*(List name, address, and other contact information.)*

*(List name, legal status, address, and other contact information.)*

#### PAGE 4

~~.2 Civil Engineer:~~

~~.3 Other, if any:~~

~~— (List any other consultants and contractors retained by the Owner.)~~

.2 Other:

*(List name, address, and other contact information.)*

*(List name, legal status, address, and other contact information.)*

**PAGE 5**

**.4 Civil Engineer and Landscape Architecture:**

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ~~ordinarily~~ provided by architects practicing in the same ~~or similar~~ locality under the same ~~or similar~~ circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**PAGE 6**

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary ~~and excess or umbrella~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

**PAGE 11**

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

**PAGE 12**

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Not Provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>In Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>In Basic Services</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>In Basic Services</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>In Basic Services</u>
§ 4.1.1.9 Landscape design	<u>In Basic Services</u>
§ 4.1.1.10 Architectural interior design	<u>In Basic Services</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>In Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>

§ 4.1.1.16	As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Owner</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>In Basic Services</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>NA</u>
§ 4.1.1.30	Other Supplemental Services	<u>NA</u>

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1

**§ 4.1.3** If the Owner identifies a Sustainable Objective in Article 1 at any point in the project prior to the completion of the Design Development phase, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement, to be determined and negotiated in scope with the Owner. The Owner shall compensate the Architect for Additional Services per section 4.2 and as provided in Section 11.2.

**PAGE 13**

- .4 Evaluating an extensive number of more than three (3) Claims as the Initial Decision Maker; or,

**PAGE 14**

**§ 5.7** If the Owner ~~identified~~ identifies a Sustainable Objective in Article 1 at any point prior to the completion of the Design Development phase, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement, per the requirements of that Objective.

**PAGE 17**

**§ 8.3 Arbitration**

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings

based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**PAGE 18**

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**PAGE 19**

**§ 10.10** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the Architect's total aggregate liability to the Owner, arising out of or in any way related to this Agreement or the services provided hereunder, whether in contract, tort (including negligence), liability or otherwise, shall not exceed the total fees paid to the Architect under this Agreement. In no event shall the Architect be liable for special, indirect, incidental, consequential or punitive damages.

**PAGE 20**

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.0 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and

§ 11.6. When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**PAGE 22**

<b>Employee or Category</b>	<b>Rate (\$0.00)</b>
<u>Architecture</u>	
<u>Principal / Lead Architect</u>	<u>\$185</u>
<u>Senior Architect / Senior Project Manager</u>	<u>\$145</u>
<u>Project Architect</u>	<u>\$135</u>
<u>Design Architect</u>	<u>\$125</u>
<u>Interior Design</u>	<u>\$135</u>
<u>Sustainable Design Coordinator</u>	<u>\$135</u>
<u>Designer III</u>	<u>\$110</u>
<u>Designer II</u>	<u>\$100</u>
<u>Designer I</u>	<u>\$90</u>
<u>Administrative</u>	<u>\$85</u>

Structural  
Principal \$300/hour  
Engineer/Land Surveyor IV \$220/hour  
Engineer/Land Surveyor III \$190/hour  
Engineer/Land Surveyor II \$170/hour  
Engineer/Land Surveyor I \$145/hour  
Technician IV \$170/hour  
Technician III \$155/hour  
Technician II \$125/hour  
Technician I \$110/hour  
Administrative Assistant \$100/hour

Mechanical  
Principal \$300/hour  
Engineer/Land Surveyor IV \$220/hour  
Engineer/Land Surveyor III \$190/hour  
Engineer/Land Surveyor II \$170/hour  
Engineer/Land Surveyor I \$145/hour  
Technician IV \$170/hour  
Technician III \$155/hour  
Technician II \$125/hour  
Technician I \$110/hour  
Administrative Assistant \$100/hour

Electrical  
Principal \$300/hour  
Engineer/Land Surveyor IV \$220/hour  
Engineer/Land Surveyor III \$190/hour  
Engineer/Land Surveyor II \$170/hour  
Engineer/Land Surveyor I \$145/hour  
Technician IV \$170/hour

Technician III \$155/hour  
Technician II \$125/hour  
Technician I \$110/hour  
Administrative Assistant \$100/hour

Civil Engineer  
Administrative \$70-175  
Technician \$98-186  
Survey Technician \$112-202  
Senior Technician \$138-230  
Construction Manager \$162-228  
Design Engineer \$135-202  
Graduate Engineer \$125-190  
Graduate Surveyor \$145-202  
Licensed Project Surveyor \$190-237  
Planner \$120-181  
Project Engineer \$148-220  
Project Manager \$140-261  
Senior Landscape Architect \$154-269  
Senior Planner \$172-240  
Senior Project Engineer \$170-220  
Senior Project Manager \$190-290

Landscape Architecture  
Landscape Designer \$128-178  
Landscape Architect \$156-185

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**PAGE 23**

*(Insert rate of monthly or annual interest agreed upon.)*  
%

Amounts unpaid more than thirty-five (35) days after the City's receipt of the invoice, shall bear interest at 1 ½% per month as provided in Minnesota Statutes 471.425.

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, ~~unless~~.

~~The Owner's right, if any, to offset sums due the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceedings shall be governed by applicable law, including but not limited to the Prompt Payment Act.~~

~~.2 Building Information Modeling Exhibit, if completed:~~

~~.3 Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[ ] Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~.4 Other documents:~~

~~(List other documents, if any, forming part of the Agreement.)~~

.2 Other documents:

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the Twenty-sixth day of May in the year Two Thousand Twenty-Six

City of Grand Rapids

420 North Pokegama Avenue  
Grand Rapids, MN 55744

Oertel Architects

1795 St. Clair Avenue St. Paul  
Saint Paul, MN 55105

651-696-5186

Grand Rapids Dispensary

Grand Rapids, MN 55744

Design and Construction of a new municipal cannabis dispensary facility.

**PAGE 2**

A complete facility for the storage and sales of municipally dispensed cannabis products. The facility will include secure entries, secured waiting areas, point of sale counters and display areas, secure storage, employee office, break and restroom facilities in addition to necessary building support functions like mechanical and electrical rooms, general storage and other necessary internal built features.

The building will be approximately 3,000 SF, located north of US Highway 2, east of 4<sup>th</sup> Avenue NW in Grand Rapids, Minnesota. The facility will located on a property that is currently un-built, with adjacent existing facilities on neighboring properties. The site is served by both public and private utilities.

\$2,550,000 which includes land purchase, construction cost, professional services, contingencies, and financing charges.

**PAGE 3**

August 10, 2026

September 28, 2026

Building May 1, 2027 and Parking Lot June 15, 2027

Open Date July 1, 2027

Design-Bid-Build of a publicly funded project

The Owner has no stated sustainable objective at the time of this agreement.

Tom Pagel, City Administrator

420 North Pokegama Avenue

Grand Rapids, MN 55744

218.398.0584

tpagel@grandrapidsmn.gov

Jon Peterson, Building Maintenance Manager/Building Official

Braun Intertec

Attn: Mark Gothard

3404 15<sup>th</sup> Avenue E, Suite 9

Hibbing, MN 55746

218.259.5500

mgothard@braunintertec.com

**PAGE 4**

Building System Commissioning (HVAC and Lighting)

-TBD

=

=

=

Building Envelope Design Commissioning and Construction Observation

-TBD

=

=

=

Site Survey (Boundary, Topographical and Utility)

-TBD

=

=

=

Telecommunications, Security and Access Control, Audio-Visual

-TBD

=

=

=

Thomas Stromsodt, AIA

1795 St. Clair Avenue St. Paul  
Saint Paul, MN 55105

(651) 696-5186x314

tstromsodt@oertelarchitects.com

Design Tree Engineering and Land Surveying

Dan Folsom

120 17th Avenue West  
Alexandria, MN 56308

888-216-1916

**PAGE 5**

Design Tree Engineering and Land Surveying

Dan Folsom

120 17th Avenue West  
Alexandria, MN 56308

888-216-1916

Design Tree Engineering and Land Surveying

Dan Folsom

120 17th Avenue West

Alexandria, MN 56308

888-216-1916

Bolton and Menk, Inc.

Attn: Andy Brotzler

504 NW 1<sup>st</sup> Avenue  
Grand Rapids, MN 55744

None

Attachments listed in Article 13

## PAGE 6

**§ 2.5.1** Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.5** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000 ) each accident, Five Hundred Thousand Dollars (\$ 500,000 ) each employee, and Five Hundred Thousand Dollars (\$ 500,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000 ) per claim and Four Million Dollars (\$ 4,000,000 ) in the aggregate.

## PAGE 12

4.1.1.16 – As-Constructed record drawings: Drawings produced at the end of construction that document the construction process and results, other than changes as documented as part of design team issued drawings during the construction process.

4.1.1.17 – Post-Occupancy Evaluation: No formal post occupancy survey or evaluation of facility performance.

4.1.1.20 – Architect's coordination of the Owner's consultants. Basic services includes working with and providing background for the Owner's consultants. Basic Services includes having those consultants participate in design meetings and progress. Coordinating Owner's Consultants Deliverables and incorporating those into the Architect's deliverables would be a supplemental service.

Items listed as Owner services, are also identified as Owner provided consultants, necessary for completing portions of the Work.

## PAGE 13

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Seven ( 7 ) visits to the site by the Architect during construction

- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[ X ] Litigation in a court of competent jurisdiction

PAGE 18

None

None

PAGE 19

One Hundred Fifty-Three Thousand and Five Hundred Dollars

PAGE 20

A proposed, negotiated fee for a scope of work will be provided by the Architect for Owner approval.

A proposed, negotiated fee for a scope of work will be provided by the Architect for Owner approval.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5.0 %), ~~or as follows:~~

Schematic Design Phase	<u>Fifteen</u> percent ( <u>15</u> ) %
Design Development Phase	<u>twenty</u> percent ( <u>20</u> ) %
Construction Documents Phase	<u>forty</u> percent ( <u>40</u> ) %
Procurement Phase	<u>five</u> percent ( <u>5</u> ) %
Construction Phase	<u>twenty</u> percent ( <u>20</u> ) %

---

Total Basic Compensation one hundred percent ( 100.00 %)

Hourly rates for professional services / disciplines is provided below

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 % ) of the expenses incurred.

Additional premiums for the limits required by the Owner, for the duration of the coverage to be maintained for the Project.

§ 11.10.1.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero ( \$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable

to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**PAGE 23**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-five ( 35 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

None

Proposal for professional services dated May 12, 2026.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Thomas Stromsodt, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:20:44 CDT on 05/20/2026 under Order No. 20240069340 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Consider the recommendation of the Planning Commission regarding the adoption of a Resolution granting a Conditional Use Permit (CUP) amendment to Walmart Real Estate Business Trust.

**PREPARED BY:** Will Richter, Zoning Administrator

---

### **BACKGROUND:**

Staff will present the attached PowerPoint presentation as background for this item.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a Resolution granting a Conditional Use Permit Amendment to Walmart Real Estate Business Trust.

Council member \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 26-\_\_\_\_\_**

**A RESOLUTION GRANTING A SIXTH AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from LK Architecture, on behalf of Wal-Mart Real Estate Business Trust on April 6, 2026, requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08, #08-22, #17-106, #19-99, and #20-27; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for the updating of the building's current exterior paint colors to the current Walmart brand standard of dark gray with blue accent and updating of building signage on the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on May 7, 2026, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following condition;

1. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08, 08-22, 17-106, 19-99, and 20-27 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. The amendment will not be detrimental to the public health, safety, morals or general welfare, as it is only changing the building color;
2. The amendment will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. The amendment will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area, as the amendment is only related to building color;
4. The amendment will not impede the orderly development of other property in the area, but through Wal-Mart investing in their property/building, others may invest in their properties;
5. The amendment will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed façade and signage improvements on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as

described above and listed within the CUP application, and additionally, subject to the condition listed above.

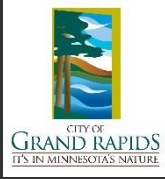
Adopted by the Council this 26<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kim Gibeau, City Clerk

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof \_\_\_\_\_ ; and the following voted against same \_\_\_\_\_ ; whereby the resolution was declared duly passed and adopted.



# Planning Commission Staff Report

CUP amendment	Community Development Department	Date: 5/7/2026
<b>Statement of Issue:</b>	<p>Conduct a public hearing to consider a recommendation to the City Council regarding a request for a sixth amendment to the approved Conditional Use Permit granted to Walmart Stores Inc., for the construction of a new Walmart Supercenter located on Lot 1, Block 1, Plat of Walmart Grand Rapids in December 2006.</p>	
<b>Background:</b>	<p>On December 4, 2006, the City Council adopted City Resolution #06-130 approving a conditional use permit (CUP) for the construction of a Walmart Supercenter, with certain conditions, as provided for under Division 14 of the City Zoning Code (Large Scale Commercial Development Standards).</p> <p><b><u>Amendment Request History:</u></b></p> <p>In February of 2007, Walmart Stores requested the City’s consideration of an amendment to the approved CUP that incorporated a tire/lube/express (TLE) auto service element to the use. The requested addition enlarged the store from its originally approved footprint of 182,662 sq. ft. to a footprint of 187,443 sq. ft. This amendment request was approved through the adoption City Resolution #07-08.</p> <p>In February of 2008, Walmart requested the City’s consideration of an amendment to the CUP. As part of a “rebranding” strategy undergone by Walmart Stores, Walmart proposed a reduction in building signage, and changes in color on both the exterior building façade and the monument sign. This second amendment request was approved through the adoption City Resolution #08-22.</p> <p>In October of 2017, Walmart requested the City’s consideration of a third amendment to the Conditional Use Permit. The requested amendment would allow for an 18’ X 72’ covered parking canopy structure (for their On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color &amp; “Pickup” related signage, to a portion of the southwest corner of the Walmart building. The third amendment request was approved through the adoption City Resolution #17-106.</p> <p>In September of 2019 Walmart requested the City’s consideration of a fourth amendment to its Conditional Use Permit. The 2019 amendment allowed for the updating of the building’s current exterior paint colors (project in progress), from the existing earth tone color scheme to the current Walmart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage. The fourth</p>	

amendment request was approved through the adoption City Resolution #19-99.

In March of 2020, Walmart requested the City's consideration of a fifth amendment to its Conditional Use Permit. The 2020 amendment allowed for the exterior dark gray accents on the liquor store component, to be replaced with dark blue, as well as updating the liquor store signage. The fifth amendment request was approved through adoption of City Resolution #20-27.

**Current Amendment Request:**

- LK Architecture, on behalf of Walmart Real Estate Business Trust, has requested the Planning Commission's recommendation for approval, of a sixth amendment to a Conditional Use Permit originally approved in December 2006, allowing for the construction of a Walmart Supercenter, as provided for under Division 14 of the City Code (Large Scale Commercial Development Standards). The requested amendment would allow changing exterior paint colors on the building to the new Walmart brand standard of dark gray with blue accent and updating of building signage. Please see attachments for images and details.

**Past History of CUP process for large scale retail:**

The City amended its Zoning Ordinance in 2005 establishing the General Sales and Service (building footprint over 70,000 sq. ft.) use, as a conditional use, in GB (General Business) zoning districts, and further established building and site design standards intent upon influencing the development of these uses in a manner that creates a smaller scale, feel and relationship to the small town atmosphere of Grand Rapids.

With the establishment of the CUP process set forth within Division 14, the review and approval of new projects, as well as modifications/amendments to approved facilities, is no longer administered by staff, but is issued through a Conditional Use Permit approved by the City Council, with recommendations received from the Planning Commission.

When reviewing a Conditional Use Permit application and considering their recommendation to the City Council, the Planning Commission should make specific findings based upon their standard list of considerations, which are found in Section 30-531e of the City Code. The Planning Condition must also consider the degree to which the proposed project meets the criteria and objectives established within the Large Scale Commercial Design Standards, Division 14, of the City Zoning Code, and if certain conditions or restrictions should be recommended to the City Council to ensure that the project meets those objectives and criteria.

Special attention should be given to that portion of Division 14 which

	<p>addresses <i>building materials and colors</i>, to be sure the spirit and intent of the ordinance is maintained with the proposed changes: (<i>attachment - Division 14</i>)</p> <ul style="list-style-type: none"> <li>• Section 30-903(1)b. <i>Materials and colors</i></li> </ul> <p>Staff has reviewed the application and the associated changes to the approved development plans and provides the following comment and potential condition:</p> <ul style="list-style-type: none"> <li>• That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08, 08-22, 17-106, 19-99, and 20-27 remain in effect.</li> </ul>
<p><b>Considerations:</b></p>	<p>When reviewing a request for a Conditional Use Permit, the Planning Commission must make findings based on the attached list of considerations. Section 30-531(e):</p> <ul style="list-style-type: none"> <li>• Will not be detrimental to the public health, safety, morals, or general welfare;</li> <li>• Will not cause undue traffic congestion or hazards and will not result in a parking shortage;</li> <li>• Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;</li> <li>• Will not impede the orderly development of other property in the area;</li> <li>• Will not impose an excessive burden on parks and other public facilities and utilities;</li> <li>• Is consistent with the Comprehensive Plan.</li> </ul> <p>The Planning Commission must also consider the proposals compliance with the criteria and objectives established within the Large Scale Commercial Design Standards, Division 14, of the City Code.</p>
<p><b>Recommendation:</b></p>	<p>Staff recommends that the Planning Commissioners visit the site and look at the situation.</p> <p>Prior to making a motion to recommend approval or denial, the application, the Planning Commission should make specific findings to support its recommendation and reference those specific findings in their motion to either approve or deny the Conditional Use Permit.</p>
<p><b>Required Action:</b></p>	<p>Approve a motion to either recommend: approval, approval with additional conditions, or deny the applied for Conditional Use Permit.</p> <p><u>Example Motion:</u></p> <p>Motion by _____, second by _____ that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby recommend that the City Council</p>

	<p><b>(grant)(deny)</b> the following amendment to the Conditional Use Permit, approved under City Resolution No. 06-130, to Wal-Mart Stores Inc., for the property legally described as: <i>Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota:</i></p> <ul style="list-style-type: none"><li>• To allow changing exterior paint colors on the building to the new Walmart brand standard of dark gray with blue accent and updating of building signage.</li></ul> <p>and that the following conditions shall apply:</p> <ul style="list-style-type: none"><li>• That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08, 08-22, 17-106, 19-99, and 20-27 remain in effect.</li></ul> <p><i>(If the Planning Commission wishes to place additional conditions upon their approval, the following should be added to the motion:)</i></p> <ul style="list-style-type: none"><li>• _____</li></ul>
<p><b>Attachments:</b></p>	<ul style="list-style-type: none"><li>• Copy of the LK Architecture, (on behalf of Walmart Real Estate Business Trust) application and associated documentation.</li><li>• List of the Planning Commissions CUP Considerations</li><li>• City Resolution #'s: 06-130, 07-08, 08-22, 17-106,19-99, and 20-27</li><li>• Section 30-531 (CUP's) and Division 14 of City Zoning Code</li><li>• Site Map</li></ul>



Conditional Use Permit Application
Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.cityofgrandrapidsmn.com

Community Development Office Use Only
Date Received
Certified Complete
Fee Paid

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:
Name of Applicant: Janeka Jones
Address: 100 N. Broadway, Suite 800
City: Wichita, State: KS, Zip: 67202
Business Telephone/e-mail address: 316-617-6255
Name of Owner: Walmart Real Estate Business Trust
Address: 702 SW 8th Street
City: Bentonville, State: AR, Zip: 72716
Business Telephone/e-mail address: 800-876-5309

Parcel Information:
Tax Parcel #: 91-718-0110
Existing Zoning: General Business
Existing Use: Retail
Proposed Use: Retail
Property Size: Building: 187,609 sf
Property Address / Legal Description: 100 SE 29th St Grand Rapids, MN 55744
(attach additional sheet if necessary)

Permit Type:
The following type of Conditional Use Permit is, hereby, requested:
[ ] Mobile Home Parks
[ ] Mining of Sand and Gravel (> 2year)
[ ] Heavy Mining
[ ] Interim Use of Buildings
[ ] Group and Foster Homes (7-8 residents in R-1 and R-2)
[ ] Bed and Breakfast Accommodations (up to 5 guest rooms/10 persons in R2)
[ ] Essential Service Structure (within any residential zone or CBD)
[ ] General Sales and Service (greater than 70,000 sq. ft. building footprint)
[ ] Telecommunication Towers and Facilities
[ ] Primary, Secondary, and Post High schools in R districts
[ ] Junk and Salvage Operations
[ ] Land Reclamation
[X] CUP Amendment

I (we) certify that, to the best of my (our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Janeka Jones
Signature(s) of Applicant(s)

03/25/2026
Date

Signature(s) of Owner(s)-(If other than applicant)

3/23/26
Date

**Required Submittals: 1 Set (electronic copies required):**

- Application Fee - \$505.00
- Site Plan (as per 30-531b1)
- Drainage Plan (as per 30-531b2)
- Landscape Plan (as per 30-531b3)
- Building Plans (as per 30-531b4)
- Written description of proposed use (as per 30-531b5)

**Additional Required Submittals, if applicable:**

If the proposed use is classified as General Sales and Service (greater than 70,000 sq. ft. building footprint), and is, thus, regulated by Division 14, Article IV, Chapter 30 of the Grand Rapids City Code, the following additional submittals are required:

- Application Fee – Total Actual Cost Incurred by the City (\$3,500.00 deposit required via escrow agreement)
- Traffic Study (as per 30-902c4)
- Written explanation of how the proposed development adheres to the individual elements of the Site Design Standards in 30-902, and the Building Design Standards in 30-903.
- The Landscaping Plan required under 30-531b3 shall include sufficient detail to demonstrate the proposed developments compliance with 30-902e.
- The Site Plan required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections: 30-902a, 30-902b, 30-902c, 30-902d, 30-902f, 30-902g, 30-902h, and 30-902i.
- The Building Plans required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections 30-903a through 30-903h.
- Adaptability for Reuse Plan (as per 30-904a1)
- Environmental Assessment Worksheet, if applicable, (as per 30-904b) and RGU Notice of Decision – Negative Declaration, or, if the RGU Notice of Decision on the EAW is a Positive Declaration, a copy of the Environmental Impact Statement and RGU Notice of Adequacy.

**Findings for Approval:**

In accordance with Section 30-531e of the Grand Rapids City Code, the City Council shall not approve a Conditional Use Permit unless it shall find that the establishment, maintenance and operation of the use:

- Will not be detrimental to the public health, safety, morals and general welfare;
- Will not cause undue traffic congestion, or hazards and will not result in a parking shortage;
- Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
- Will not impede the orderly development of other property in the area;
- Will not impose an excessive burden on parks and other public facilities and utilities;
- Is consistent with the Comprehensive Plan.

In addition to the general requirements for all Conditional Use Permit listed above, the City Council will also consider the requirements specific to each designated conditional use as contained within the Grand Rapids City Code.

The attached Section 30-531 of the Grand Rapids City Code provides additional detail with respect to Conditional Use Permit process.

**Additional Instructions:**

Prior to submitting your Conditional Use Permit Application, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission’s review of the CUP. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



March 19, 2026

Will Richter  
 City of Grand Rapids – Planning Department  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744

RE: Conditional Use Permit (CUP) – Scope of Work Summary  
 Grand Rapids, MN Walmart 01609-1011  
 100 SE 29<sup>TH</sup> Street  
 Grand Rapids, MN 55744  
 LK Project No.: 26121

Dear Mr. Richter

This letter is intended to summarize the scope of work associated with the proposed project for the purpose of applying for a Conditional Use Permit (CUP).

The proposed work includes limited exterior paint and signage updates. The exterior elevations will receive new paint to update the colors scheme as shown in the drawings. The stone veneer will remain unpainted. The majority brand color per Walmart's updated standards will be Dark Gray (P49E) with True Blue (P218E) being the accent color.

Existing signage on the front, rear, and side elevations will be replaced with Walmart's updated Branding design standards. Orange paint branding at existing pickup sign will be changed to Dark Gray, and the sign will be updated to include directional arrow toward existing pickup area. Home & Pharmacy sign will be updated to indicate new Walmart branding standards of Home & Fashion for a clearer indication of merchandise within store. New Pharmacy signage will be included to indicate Pharmacy entry location. Lawn & Garden signs will be updated to Outdoor verbiage. Auto Center sign will be relocated closer to the auto care entry for more visibility, and a directional arrow will be included. Vision Center sign will be updated to Vision verbiage.

Please let us know if any additional information is required to support the CUP review.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward J. Wilson', written over a horizontal line.

Edward J. Wilson  
 Architect of Record

A handwritten signature in blue ink, appearing to read 'Nikki Botkin', written over a horizontal line.

Nikki Botkin  
 Permit Specialist/Contact







Councilmember Erkkila introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 06-130**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, APPLIED FOR BY WAL-MART STORES INC., FOR THE CONSTRUCTION OF A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY. 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received for a Conditional Use Permit (CUP) for the purpose of allowing the establishment of a General Sales and Service (greater than 70,000 sq. ft. building footprint) use, on property legally described within an application submitted by Wal-Mart Stores Inc. on November 15, 2006 and generally located on vacant land located at the southeast quadrant of the intersection of Trunk Hwy. 169 and 29<sup>th</sup> St. SE.; and

WHEREAS, the Planning Commission reviewed the request for a CUP and conducted a public hearing on this request on November 28, 2006, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the request for a CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if certain conditions were applied; and

WHEREAS, the Planning Commission recommended approval of the CUP with the following conditions:

- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use.
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgerstone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that a Proposed Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described with the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 4<sup>th</sup> day of December 2006.

Susan Zeige  
Susan Zeige, Mayor

ATTEST:

Karen Alfo  
Karen Alfo, Interim City Clerk

Councilmember Schlauderaff seconded the foregoing resolution and the following voted in favor thereof Driscoll, Erkkila, Schlauderaff, Zeige, and the following voted against same; Drake, whereby the resolution was declared duly passed and adopted.

Councilmember Adams introduced the following resolution and moved for its adoption.

**RESOLUTION NO. 07-08**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 FOR A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 18<sup>th</sup>, 2007 for an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130, and

WHEREAS, the requested amendment is necessary because the petitioner, Wal-Mart Stores Inc., wishes to change the building and site plans for the proposed Wal-Mart Supercenter already approved under said resolution, and

WHEREAS, the change to the building and site plans would increase the building size from the originally approved footprint of 182,662 s.f. to a proposed footprint of 187,443 in order to incorporate a tire/lube/auto service express component to the proposed retail, and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 1<sup>st</sup>, 2007, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the amended CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130, remained in effect; and

WHEREAS, the Planning Commission recommended approval of the amended CUP with the following, previously approved conditions applying:

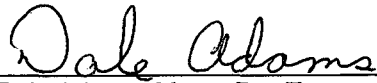
- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgestone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission, that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

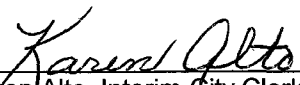
- 1 Will not be detrimental to the public health, safety, morals or general welfare,
- 2 Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage,
- 3 Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area,
- 4 Will not impede the orderly development of other property in the area,
- 5 Will not impose an excessive burden on parks and other public facilities and utilities,
- 6 Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described within the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 12<sup>th</sup> day of February 2007

  
\_\_\_\_\_  
Dale Adams, Mayor Pro-Tem

ATTEST

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

Councilmember Schlauderaff seconded the foregoing resolution and the following voted in favor thereof Adams, Erkkila, Schlauderaff, Adams, Millis, and the following voted against same: None, whereby the resolution was declared duly passed and adopted

Councilmember Adams introduced the following resolution and moved for its adoption:

Item 10.

**RESOLUTION NO. 08-22**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 AND AMENDED UNDER CITY COUNCIL RESOLUTION 07-08 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, WAL-MART GRAND RAPIDS ADDITION**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 23<sup>rd</sup>, 2008 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130, and amended under City Council Resolution 07-08; and

WHEREAS, the amendment requested by Wal-Mart Stores, Inc. seeks approval of changes in both the exterior building façade color scheme as well as the type, color, and amount of exterior building signage and monument signage; and

WHEREAS, the change to the color on both the exterior building façade and the monument sign as well a net reduction in building signage are requested in order to fulfill a corporate wide "rebranding" strategy recently undergone by Wal-Mart Stores; and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 7<sup>th</sup>, 2008, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendments to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130 and amended under Resolution 07-08, remained in effect; and


WHEREAS, based upon their findings, the Planning Commission recommended approval of the amended CUP with a condition that all previously imposed conditions under City Council Resolution 06-130 & 07-08, remain in effect:

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Stores, Inc. to allow the proposed Wal-Mart SuperCenter, on property legally described as Lot 1, Block 1, Wal-Mart Grand Rapids Addition, and as depicted within the application, subject to the conditions within City Council Resolutions 06-130 and 07-08.

Adopted by the Council this 11<sup>th</sup> day of February 2008.

  
Jim Millis, Mayor

ATTEST:

  
Karen Alto, Interim City Clerk

Councilmember Erkkila seconded the foregoing resolution and the following voted in favor thereof Adams, Erkkila, McInerney, Millis; and the following voted against same, None; whereby the resolution was declared duly passed and adopted.

62-14  
21985

PAGES: 2  
REC FEES: \$46.00  
CERTIFICATE #: 21985  
BOOK #: 62  
PAGE #: 14

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Councilor Zeige introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 17-106**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from WD Partners, on behalf of Wal-Mart Real Estate Business Trust on October 5, 2017 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08 and #08-22; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for an 18' X 72' covered parking canopy structure (for an On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on November 2, 2017, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following conditions;

1. That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owners expense to permit access.
2. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

AIR - City GR

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as depicted within the CUP application, subject to the conditions listed above.

Adopted this 13<sup>th</sup> day of November, 2017

  
Dale C. Adams, Mayor

Attest:

  
Kimberly Gibeau, City Clerk

Councilor Blake seconded the foregoing resolution and the following voted in favor thereof: Blake, Zeige, Adams; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

62-14  
21985

Item 10.

PAGES: 2  
REC FEES: \$46.00  
CERTIFICATE #: 21985  
BOOK #: 62  
PAGE #: 14

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Councilor Connelly introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 19-99**

**A RESOLUTION GRANTING A FOURTH AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from LK Architecture, on behalf of Wal-Mart Real Estate Business Trust on September 17, 2019 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08, #08-22 and #17-106; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for the updating of the building's current exterior paint colors, from the existing earth tone color scheme, to the current Wal-Mart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage on the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on October 17, 2019, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following condition;

1. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08, 08-22 and 17-106 remain in effect.

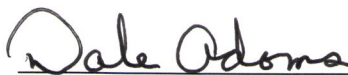
WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. The amendment will not be detrimental to the public health, safety, morals or general welfare, as it is only changing the building color;
2. The amendment will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. The amendment will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area, as it will improve the appearance of the building, and add value to the area with the investment in the property;
4. The amendment will not impede the orderly development of other property in the area, but through Wal-Mart investing in their property/building, others may invest in their properties;
5. The amendment will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan, by promoting orderly development.

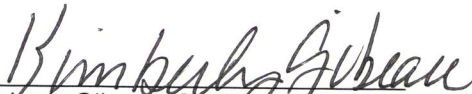
AK City of Grand Rapids

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as described above and listed within the CUP application, and additionally, subject to the condition listed above.

Adopted by the Council this 28<sup>th</sup> day of October 2019.

  
Dale Adams, Mayor

ATTEST:

  
Kimberly Gibeau, City Clerk

Councilor Christy seconded the foregoing resolution and the following voted in favor thereof Toven, Christy, Connelly, Blake; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744



62-14  
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Item 10.

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CITY OF GRAND RAPIDS

PAGES: 2  
REC FEES: \$46.00  
CERTIFICATE #: 21985  
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PAGE #: 14

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Council member Blake introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 20-27**

**A RESOLUTION GRANTING A FIFTH AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from LK Architecture, on behalf of Wal-Mart Real Estate Business Trust on March 13, 2020 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08, #08-22, #17-106 and #19-99; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for the exterior dark gray accents on the liquor store component, to be replaced with dark blue, as well as updating the liquor store signage on the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on April 14, 2020, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following condition;

1. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08, 08-22, 17-106, and 19-99 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

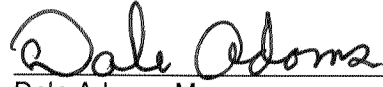
1. The amendment will not be detrimental to the public health, safety, morals or general welfare, as it is only changing the building color;
2. The amendment will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. The amendment will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area, as the amendment is only related to building color;
4. The amendment will not impede the orderly development of other property in the area, but through Wal-Mart investing in their property/building, others may invest in their properties;
5. The amendment will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

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AIR

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as described above and listed within the CUP application, and additionally, subject to the condition listed above.

Adopted by the Council this 27<sup>th</sup> day of April 2020.

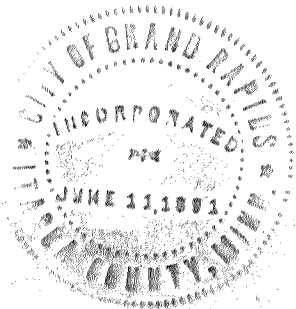
  
Dale Adams, Mayor

ATTEST:

  
Kim Gibeau, City Clerk

Council member Connelly seconded the foregoing resolution and the following voted in favor thereof: Blake, Christy, Connelly, Toven, Adams; and the following voted against same; None, whereby the resolution was declared duly passed and adopted.

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744





CITY OF  
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Item 10.

# **Consider Adoption of a Resolution: CUP Amendment Request Walmart**

**May 26, 2026**



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# CUP Amendment Request

- **Petitioner:** LK Architecture on behalf of Walmart
- **Filing Date:** April 6, 2026
- **Requested CUP Amendment:** would allow for the updating of the building's current exterior paint colors to the current Walmart brand standard of dark gray with blue accent and updating of building signage.
- **Subject Property:** Walmart store located at 100 SE 29<sup>th</sup> St, Grand Rapids, MN  
*Lot 1, Block 1, Walmart plat of Grand Rapids, Itasca County, Minnesota*
- **Present Use of Property:** 198,177 Sq. Ft. Walmart store.



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# CUP Amendment Request

Item 10.

**Subject Property:**

**100 SE 29<sup>th</sup> ST**





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# CUP Amendment Request

## **History of Division 14 - *Large Scale Commercial Development Standards:***

- **February 2004 - City adopts updated Comprehensive Plan, identifies the need to update Zoning Ordinance. As part of this process, the City Council had discussions specific to the impacts of large-scale commercial development in the City.**
- **In response, a Zoning Ordinance Revision Steering Committee developed standards for large scale retail general sales and service (buildings greater than 70,000 sq. ft.)**
- **The standards, which were later adopted as part of the Zoning Ordinance, established this category of use as a conditional use in GB/SGB zoning districts, with specific architectural and site design standards geared toward ensuring that large scale commercial development is compatible with the unique built and natural environment of Grand Rapids.**
- **The CUP Process allows for case specific public review/input into large scale retail projects.**



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# CUP Amendment Request

## **History of Division 14 - *Large Scale Commercial Development Standards (cont.):***

**Generally, the proposed Large Scale Commercial Development Standards includes the following elements geared towards the integration of these types of developments within the context of the community:**

- **Examination of the relationship of the proposed development with adjacent streets, businesses and neighborhoods and community features.**
- **Parking and vehicle and pedestrian circulation.**
- **Landscaping and Screening.**
- **Building Design Standards.** \*
- **Environmental review for buildings in excess of 125,000 sq.ft.**
  
- **May 18, 2005 - Ordinance adopted.**
  
- **CUP's To Date: Wal-Mart (new store + amendments), Target (enlargement of existing store), L & M (reuse of former Wal-Mart building + amendment).**



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# CUP Amendment Request

## Relevant Sections of Division 14:

### Section 30-903(1)b. Materials and colors

***Materials and colors. Buildings shall incorporate high quality materials that provide long term durability and design appeal. Concrete cinder block and metal siding are prohibited on building facades that face public streets. Facade colors shall be low reflectance and subtle. High intensity colors are prohibited but complementary colors that accent primary colors are acceptable.***



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# CUP Amendment Request

## Current Façade:





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# CUP Amendment Request

**Orange >>> Dark Gray:**



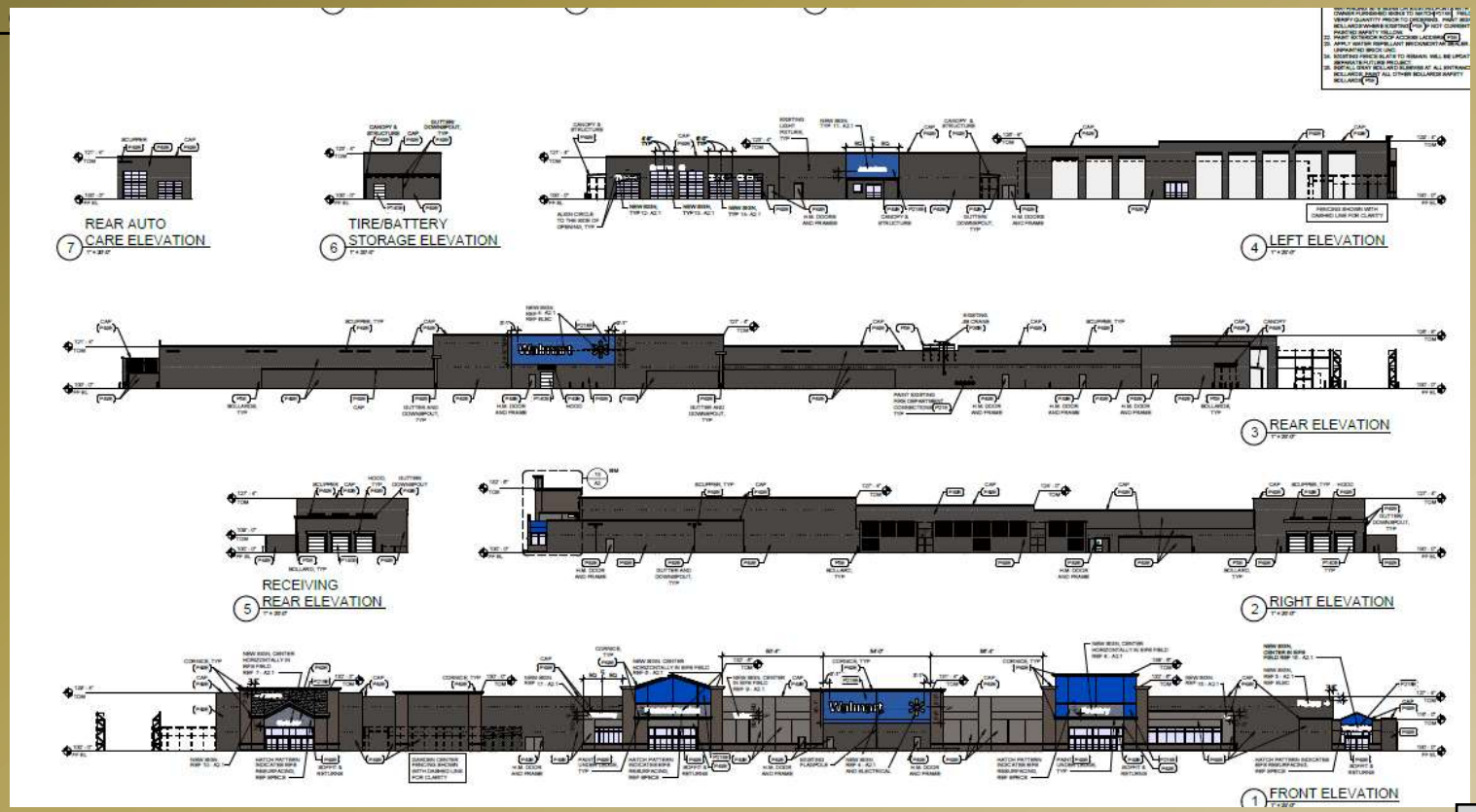


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Item 10.

# CUP Amendment Request

## Proposed Exterior Building Color

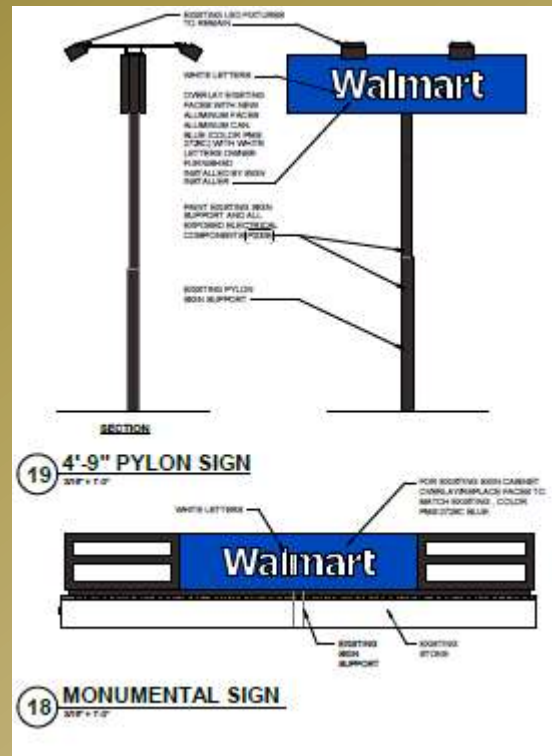




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IT'S IN MINNESOTA'S NATURE

# CUP Amendment Request

## Proposed Exterior Signage Changes:





CITY OF  
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# CUP Amendment Request

## Planning Commission Considerations:

### PLANNING COMMISSION

#### CONSIDERATIONS

#### CONDITIONAL USE PERMIT

1. Will not be detrimental to the public health, safety, morals, or general welfare?  
Why/Why not?
  
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage?  
Why/Why not?
  
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area?  
Why/Why not?
  
4. Will not impede the orderly development of other property in the area?  
Why/Why not?
  
5. Will not impose an excessive burden on parks and other public facilities and utilities?  
Why/Why not?
  
6. Is consistent with the Comprehensive Plan?  
Why/Why not?



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# CUP Amendment Request

## Planning Commission Findings and Recommended Conditions:

The amendment will not be detrimental to the public health, safety, morals or general welfare, as it is only changing the building color;

The amendment will not cause undue traffic congestion or hazards and will not result in a parking shortage;

The amendment will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area, as the amendment is only related to building color;

The amendment will not impede the orderly development of other property in the area, but through Wal-Mart investing in their property/building, others may invest in their properties;

The amendment will not impose an excessive burden on parks and other public facilities and utilities;

Is consistent with the Comprehensive Plan.

### \* Condition:

That all previously imposed conditions under City Resolution No. 06-130 Et al. remain in effect.



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Item 10.

# Questions?



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Conduct a public hearing to consider approval of tax abatements for the GREDA Highway 2 W. Redevelopment Project – DEED Demolition Loan

**PREPARED BY:** Rob Mattei, Director of Community Development

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**BACKGROUND:**

Staff will present the attached PowerPoint presentation as background for the public hearing.

**REQUESTED COUNCIL ACTION:**



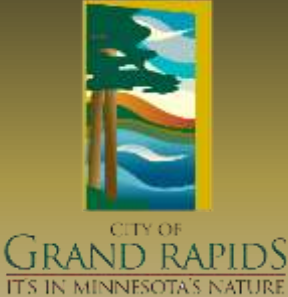
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**Public Hearing  
Tax Abatement  
GREDA's DEED Demolition Loan**

**GREDA Hwy. 2 W. Redevelopment Project**

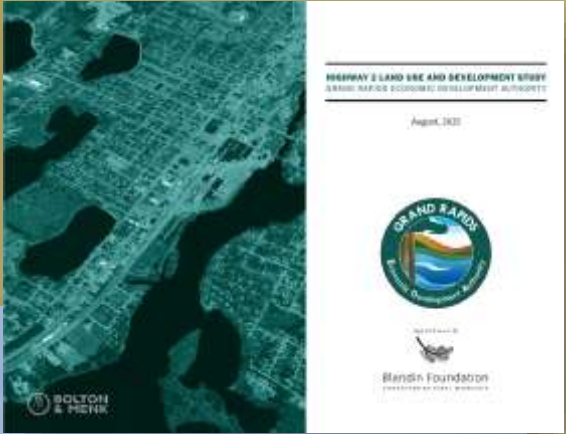
**May 26, 2026**

# Project Background



## Former Itasca Co. Farm Co-op – GREDA Hwy. 2 West Redevelopment

- GREDA has prioritized an effort to catalyze reinvestment in the Hwy 2 West commercial corridor, by first completing a community planning effort, the *Highway 2 Land Use and Development Study*.
- The first GREDA project in this effort will involve the demolition/site preparation of the former Itasca Co. Farm Co-op site at 900 NW 4<sup>th</sup> St. (Hwy. 2). The goal of this project is to remove the impediment of the environmental contaminants and the blighted, functionally obsolete building, so it can be sold as “pad ready” for a TBD new commercial development(s).





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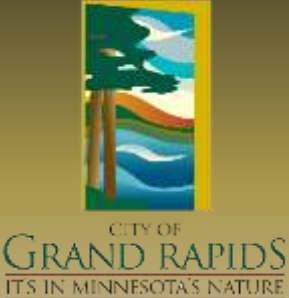
# Project Background

## Site History and Environmental Conditions

- The 1.5-acre site was occupied by the Farm Co-op, beginning with their construction of the existing 16,600 sq. ft. build in 1940. Also previously located on the west end of the site was a gas station and bulk fuel storage beginning in the 1930's.
- The Farm Co-op declared bankruptcy and closed its doors in 2021. Title reverted to Deerwood Bank who marketed the site for two years sale, as is, without success.
- After GREDA and the City agreed to waive two prior outstanding business loans to the Co-op, GREDA was able to purchase the site from the bank for a nominal amount in July of 2024.



# Project Background



## Site History and Environmental Conditions

- A Phase I and Phase II Environmental Report confirmed the existence of petroleum and agricultural contaminants.
- Hazardous Building Materials Survey discovered asbestos containing materials that must be removed prior to demolition.
- GREDA reported the findings and enrolled the site in the MPCA VIC Program and the Minnesota Department of Agriculture AgVIC Program.
  - MPCA has approved our plan for mitigating any contaminants impacted or discovered during demolition.
  - MDA approval is still in process.





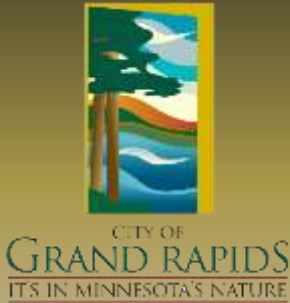
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# Project Background

Sources/Revenue:		Uses/Development Costs:	
IRRR	\$175,000	Demolition & Grading	\$457,400
Commercial Redev. Grant		A&E	\$91,500
<b>DEED</b>	\$420,000	Contingency	\$45,700
<b>Demolition Loan</b>		Permit Fees	\$400
<b>Total:</b>	<b>\$595,000</b>	<b>Total:</b>	<b>\$595,000</b>



# Tax Abatement



## DEED Demolition Loan

- **MN DEED awarded a requested \$420,000 Demolition Loan to GREDA.**
- **With this Program, DEED requires the City to issue a general obligation bond in the amount of the loan, with that note provided to the State as security for the loan. This was discussed at the January 8, 2026, City Council meeting, when a resolution committing local match was adopted.**
- **Tax Abatement General Obligation Bonds can be used by the City, for this purpose.**
- **Seven properties have been selected for this tax abatement, which are along the Highway 2 Corridor and will indirectly benefit from this and other redevelopment efforts along the corridor.**
  - 91-420-2750, 91-420-2105, 91-420-2130, 91-420-2135
  - 91-420-2140, 91-420-2145, 91-420-1810
- **The total City portion of the property taxes of these seven properties is adequate to pay the annual principal and interest of the DEED Demolition Loan over the maximum 10-year term. The total annual abatement equals \$52,791.**
- **The revenues from the Abatements will be pledged to repay a Revenue Bond to be issued by GREDA to DEED to finance the principal amount of the \$420,000 Loan.**



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# Questions?

## City Tax Abatement for Demo Loan Security - No Inflation

City of Grand Rapids, MN

City-only tax abatement for principal equal to \$52,500.



### ASSUMPTIONS AND RATES

<b>District Type:</b>	<b>Abatement</b>		
<b>First Year Construction or Inflation on Value</b>	<b>2026</b>	Current Total Local Tax Rate:	133.003% Pay 2026
Inflation Rate - Every Year:	<b>0.00%</b>	Current City Tax Rate	69.0420% Pay 2026
Interest Rate	<b>2.00%</b>	Current County Tax Rate	46.1710% Pay 2026
		Current School District No. 318 Tax Rate	17.7900% Pay 2026
		Current Other Tax Rate	0.0000% Pay 2026
Present Value Date:	<b>1-Aug-25</b>	State-wide Tax Rate (Comm./Ind. only used for total taxes)	28.3130% Pay 2026
First Period Ending	1-Feb-26	Market Value Tax Rate (Used for total taxes)	0.08175% Pay 2026
Cashflow Assumes First Abatement	2028		
Assumes Last Year of Abatement	2035		
Fiscal Disparities Election [Inside, Outside or NA]	Inside		
Incremental or Total Fiscal Disparities	Incremental		
Fiscal Disparities Contribution Ratio	0.2504%	Pay 2026	
Fiscal Disparities Metro-Wide Tax Rate	1.5138%	Pay 2026	
Term of City Abatement	<b>8</b>		
Term of County Abatement	<b>0</b>		
Term of School District Abatement	<b>0</b>		
Total Years of Abatement:	<b>318</b>		8

PROPERTY TAX CLASSES AND CLASS RATES:	
Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	1.25%
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

### BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
91-420-2750		Northern Caulking	816 NW 4th St.		740,900	740,900	100%	740,900	Pay 2026	C/I Pref.	14,068		0	
91-420-2105		Glen's Army Navy	701 NW 4th St.		752,400	752,400	100%	752,400	Pay 2026	C/I Pref.	14,298		0	
91-420-1810		Minor's Incorporated	503 NW 4th St.		2,222,800	2,222,800	100%	2,222,800	Pay 2026	C/I Pref.	43,706		0	
91-420-1940		Kellin	533 NW 4th St.		169,500	169,500	100%	169,500	Pay 2026	C/I Pref.	2,640		0	
91-420-1950		Cargill &Steffenson	111 Main Ave.		116,700	116,700	100%	116,700	Pay 2026	C/I Pref.	1,751		0	
					<b>4,002,300</b>	<b>4,002,300</b>		<b>4,002,300</b>			<b>76,463</b>		<b>0</b>	

**Note:**

1. Base values are for pay 2026 based on review of County website on April 22, 2026.
2. Located in SD #318

### City Tax Abatement for Demo Loan Security - No Inflation

City of Grand Rapids, MN  
 City-only tax abatement for principal equal to \$52,500.



PROJECT INFORMATION (Project Tax Capacity)														
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Sq. Ft./Units	Market Value	Property Tax Class	Project Tax Capacity	Percentage Completed 2026	Percentage Completed 2027	Percentage Completed 2028	Percentage Completed 2029	First Year Full Taxes Payable		
1	Abatement		-		0		76,463	100%	100%	100%	100%	2028		
<b>TOTAL</b>					<b>0</b>		<b>76,463</b>							
<b>Subtotal Residential</b>					<b>0</b>		<b>0</b>							
<b>Subtotal Commercial/Ind.</b>					<b>0</b>		<b>0</b>							

**Note:**

1. Market values are for pay 2026 based on review of County website on April 22, 2026.
2. Taxes and abatement will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

Item 11.

### City Tax Abatement for Demo Loan Security - No Inflation

City of Grand Rapids, MN

City-only tax abatement for principal equal to \$52,500.



Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Combined City, County, & School Tax Rate	Maximum Annual Gross Tax Abatement	Semi Annual Gross Tax Abatement	100% City Abatement w/ Tax Rate <b>69.0420%</b>	100% County Abatement w/ Tax Rate <b>46.1710%</b>	100% School Abatement w/ Tax Rate <b>17.7900%</b>	Semi Annual Net Tax Abatement	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
						-	-	-	-	-				02/01/26
						-	-	-	-	-				08/01/26
						-	-	-	-	-				02/01/27
						-	-	-	-	-				08/01/27
						-	-	-	-	-				02/01/28
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	24,866	0.5	2028	08/01/28
						50,849	26,396	-	-	26,396	49,486	1	2028	02/01/29
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	73,861	1.5	2029	08/01/29
						50,849	26,396	-	-	26,396	97,996	2	2029	02/01/30
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	121,892	2.5	2030	08/01/30
						50,849	26,396	-	-	26,396	145,551	3	2030	02/01/31
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	168,975	3.5	2031	08/01/31
						50,849	26,396	-	-	26,396	192,168	4	2031	02/01/32
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	215,131	4.5	2032	08/01/32
						50,849	26,396	-	-	26,396	237,867	5	2032	02/01/33
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	260,378	5.5	2033	08/01/33
						50,849	26,396	-	-	26,396	282,666	6	2033	02/01/34
76,463	-	-	76,463	133%	101,697	50,849	26,396	-	-	26,396	304,733	6.5	2034	08/01/34
						50,849	26,396	-	-	26,396	326,582	7	2034	02/01/35
76,463	-	#VALUE!	76,463	133%	101,697	50,849	26,396	-	-	26,396	348,214	7.5	2035	08/01/35
						50,849	26,396	-	-	26,396	369,632	8	2035	02/01/36
<b>Total</b>						<b>813,579</b>	<b>422,330</b>	-	-	<b>422,330</b>				
Present Value From 08/01/2025		Present Value Rate		2.00%		<b>712,063</b>	<b>369,632</b>	-	-	<b>369,632</b>				

Annual Abatement: 52,791



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 26, 2026

**AGENDA ITEM:** Consider the adoption of a resolution approving property tax abatement for certain improvements and providing for the issuance of a general obligation tax abatement bond.

**PREPARED BY:** Rob Mattei, Director of Community Development

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### **BACKGROUND:**

Following the Public Hearing, if the City Council finds it necessary and expedient to the sound financial management of the City to issue the general obligation tax abatement bond, and pledge that revenue to repay the GREDA revenue bond and as security for the DEED Demolition Loan for the project, passage of the attached resolution is required.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution approving property tax abatement for certain improvements and providing for the issuance of a general obligation tax abatement bond.

**CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT IN  
THE CITY OF GRAND RAPIDS FOR CERTAIN PUBLIC  
INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING FOR  
THE ISSUANCE OF A GENERAL OBLIGATION TAX  
ABATEMENT BOND**

BE IT RESOLVED By the City Council of the City of Grand Rapids, Minnesota (the “City”) as follows:

Section 1.       Recitals.

1.01.   The City proposes to (a) finance costs of the demolition of an existing structure on property located at 900 NW Fourth Street (MN Hwy 2) in the City and owned by the Grand Rapids Economic Development Authority (the “Project”) with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Abatement Act”); and (b) authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements.

1.02.   Pursuant to Section 469.1813, subdivision 1 of the Abatement Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on one or more parcels of property to pay for all or part of the cost of financing or providing public infrastructure, increasing or preserving the tax base, providing employment opportunities, and helping provide access to services for residents of the City.

1.03.   The City has identified 7 parcels located in the City, identified in EXHIBIT A attached hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate all or a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution.

1.04.   The Abatement Property is not located in a tax increment financing district.

1.05.   The City Council has received a Highway 2 Land Use and Development Study, dated August 2025 (the “Report”), from Bolton & Menk, with respect to the plan including development goals for the Highway 2 corridor in the City which includes the site of the Project.

1.06.   On the date hereof, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

1.07.   The City is authorized under the Abatement Act to issue bonds to (a) pay for public improvements that benefit the property; (b) acquire and convey land or other property; (c) reimburse the property owner for the cost of improvements made to the property; or (d) pay the costs of issuance of the bonds.

1.08.   The City intends to pledge the Abatement revenues to repay a revenue bond to be issued by the Authority (the “Authority Bond”) to the Minnesota Department of Employment and Economic Development (“DEED”) to finance the Project and which the Authority will provide as security for a loan to be made to the Authority in the principal amount of \$420,000 (the “Loan”) by DEED from its Demolition Loan Program.

1.09. The City proposes to issue its Taxable General Obligation Tax Abatement Bond, Series 2026A (the “City Bond”), in the proposed aggregate principal amount of \$420,000, pursuant to the Abatement Act and Minnesota Statutes, Chapter 475, as amended (together, the “Act”) to the Authority as security for the Authority Bond and the Loan.

1.10. In accordance with Section 475.60, subdivision 2(4) of the Act, the City is authorized to issue obligations to a board, department or agency of the State of Minnesota (the “State”) by negotiation and without advertisement for bids and DEED is, and has represented that it is, a board, department or agency of the State.

## Section 2. Findings.

2.01. It is hereby found and determined that the benefits to the City from the Abatement will be at least equal to the costs to the City of the Abatement, because (a) the Abatement will finance the Authority’s costs of improvements to property, will strengthen the local economy by spurring the redevelopment of a site in the City, help increase or preserve tax base by stimulating redevelopment of the site and the area consistent with the Report, help provide construction jobs, and protect the general health and welfare of the community by removing substandard buildings; (b) the increased City taxes collected from the Abatement Property upon termination of the Abatement are expected to exceed the amount of the Abatement collected from the Abatement Property during the term of this resolution; and (c) the Project will help the redevelopment of the area as a whole, as described in the Report, which will benefit the Abatement Property.

2.02. It is hereby found and determined that the Abatement is in the public interest for the reasons described in Section 2.01 hereof.

## Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City’s staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term “Abatement” means the City’s share of the real property taxes generated from the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum of \$420,000. The maximum principal amount of bonds to be secured by the Abatement under this resolution will not exceed the estimated sum of the Abatement from the Abatement Property for the term authorized under this resolution.

(ii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of ten percent (10%) of the City’s net tax capacity for that year or \$200,000 (the “Abatement Volume Cap”). The City may grant any other abatements permitted under the Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Volume Cap, the allocation of Abatement Volume Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The City will pay the Abatement in installments over a period of 8 years, commencing in taxes payable year 2028, and continuing through taxes payable in 2035 or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 8 years. The City will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Abatement Act.

(d) In accordance with Section 469.1815 of the Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

3.03. The Mayor and the City Administrator are authorized and directed to execute and deliver any agreements, certificates, or other documents that the City determines are necessary to implement this resolution.

Section 4. City Bond.

4.01. The City Council finds it necessary and expedient to the sound financial management of the City to issue the City Bond pursuant to the Act, and to pledge the Abatement revenues to the Authority as revenue for the Authority Bond and as security for the Loan to finance the Project.

4.03. The City Council will meet on June 8, 2026, or on another date deemed appropriate by staff of the City, to consider providing final approval for the issuance of the City Bond and to set forth the covenants and terms of the City Bond.

Approved by the City Council of the City of Grand Rapids, Minnesota this 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**ABATEMENT PROPERTY**

Parcel Identification Numbers:

91-420-2750  
91-420-2105  
91-420-2130  
91-420-2135

91-420-2140  
91-420-2145  
91-420-1810