



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

Thursday, June 13, 2024  
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, June 13, 2024 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of minutes from the May 23, 2024 regular meeting.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$21,555.98

PUBLIC HEARING

3. Conduct a public hearing to consider approval of a Purchase and Development Agreement with and conveyance of property to Housing and Redevelopment Authority of Itasca County

BUSINESS

4. Consider adopting a resolution approving purchase by GREDA of certain property located in Grand Rapids and the corresponding Purchase Agreement.
5. Review and discuss proposal from Bolton & Menk for planning services.

UPDATES

ADJOURN

## MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative  
Molly MacGregor - 12/31/2024 Council Representative  
Wayne Bruns - 3/1/25  
Sholom Blake - 3/1/25  
Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27

Malissa Bahr - 3/1/30



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, May 23, 2024  
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, May 23, 2024 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik  
President Sholom Blake  
Commissioner Wayne Bruns  
Commissioner Tom Sutherland  
Commissioner Bill Martinetto  
Commissioner Molly MacGregor  
Commissioner Malissa Bahr

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the minutes from the May 9th, 2024 regular meeting.

Motion by Commissioner Martinetto, second by Commissioner Sutherland to approve the minutes from the May 9th, 2024 regular meeting. The following voted in favor thereof: Hodnik, Bruns, MacGregor, Blake, Martinetto, Bahr, Sutherland. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$19,381.23

Motion by Commissioner Bahr, second by Commissioner MacGregor to approve claims in the amount of \$19,381.23. The following voted in favor thereof: Sutherland, Bahr, Martinetto, Blake, MacGregor, Bruns, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Discussion with Minnesota Department of Iron Range Resources and Rehabilitation

Representatives from the IRRR provided information on the grant and business assistance programs available as well as examples of project that have been funded through these programs.

4. Consider approval of a resolution forgiving certain loans and approving the purchase by GREDA of certain property located in the City of Grand Rapids and a corresponding purchase agreement.

Motion by Commissioner Hodnik, second by Commissioner Martinetto to adopt a resolution forgiving certain loans and approving the purchase by GREDA of certain property located in the City of Grand Rapids and a corresponding purchase agreement. The following voted in favor thereof: Hodnik, Bruns, MacGregor, Blake, Martinetto, Bahr, Sutherland. Opposed: None, passed unanimously

5. Consider approval of a Downtown Entertainment Loan to KAXE Northern Community Radio for the 2024 Riverfest.

Commissioners Martinetto and Hodnik reviewed the request with Mr. Mattei and recommend approval.

Motion by Commissioner Bruns, second by Commissioner MacGregor to approve a Downtown Entertainment Loan to KAXE Northern Community Radio for the 2024 Riverfest. The following voted in favor thereof: Sutherland, Bahr, Martinetto, MacGregor, Bruns, Hodnik. Opposed: None, Blake abstained, motion passed.

6. Consider approval of a Commercial Building Improvement Loan with Danielle Hernesman for improvements to 1421 NW 4th St.

Commissioners Hodnik and Martinetto reviewed the loan request with Mr. Mattei and recommend approval.

Motion by Commissioner Hodnik, second by Commissioner Martinetto to approve a Commercial Building Improvement Loan with Danielle Hernesman for improvements to 1421 NW 4th Street. The following voted in favor thereof: Sutherland, Bahr, Martinetto, Blake, MacGregor, Hodnik. Opposed: None, Bruns abstained, motion passed.

## UPDATES

Downtown Redevelopment Projects- A developer is interested in opening a fine dining establishment in the old IEDC building. Mr. Mattei is working on additional financing for the the redevelopment of the old Pluemers building

Potential Acquisition of Airport Property- The City has received approval from the FAA allowing the sale of the parcel North of the Kent House.

## ADJOURN

There being no further business the meeting adjourned at 5:24 p.m.

## MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative

Molly MacGregor - 12/31/2024 Council Representative

Wayne Bruns - 3/1/25  
Sholom Blake - 3/1/25  
Al Hodnik - 3/1/27  
Bill Martinetto - 3/1/27  
Malissa Bahr - 3/1/30

DATE: 06/07/2024  
 TIME: 14:33:15  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/13/2024

VENDOR #	NAME	AMOUNT DUE
EDA - CAPITAL PROJECTS		
DOWNTOWN REDVELPMNT BLK 18-21		
1105530	KENNEDY & GRAVEN, CHARTERED	295.50
TOTAL DOWNTOWN REDVELPMNT BLK 18-21		295.50
AIRPORT SOUTH INDUSTRIAL PARKS		
1321670	MURPHY'S DIRT WORK, LLC	3,155.00
TOTAL AIRPORT SOUTH INDUSTRIAL PARKS		3,155.00
DOWNTOWN PLAN PJT-BLANDIN GRNT		
0504100	ECONOMIC DEVELOPMENT SERVICES	10,168.65
TOTAL DOWNTOWN PLAN PJT-BLANDIN GRNT		10,168.65
BLK 36 DOWNTOWN REDEVELOPMENT		
1105530	KENNEDY & GRAVEN, CHARTERED	43.00
TOTAL BLK 36 DOWNTOWN REDEVELOPMENT		43.00
L&M DISTRIBUTION CENTER		
1105530	KENNEDY & GRAVEN, CHARTERED	5,271.50
TOTAL L&M DISTRIBUTION CENTER		5,271.50
FARM SERVICE REDEVELOPMENT		
1105530	KENNEDY & GRAVEN, CHARTERED	1,448.25
TOTAL FARM SERVICE REDEVELOPMENT		1,448.25
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$20,381.90
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309170	MN DEED	1,000.00
2209665	VISA	174.08
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$1,174.08
TOTAL ALL DEPARTMENTS		\$21,555.98



## REQUEST FOR GRAND RAPIDS EDA ACTION

---

**AGENDA DATE:** June 13, 2024

**STATEMENT OF ISSUE:** Conduct a public hearing to consider approval of a Purchase and Development Agreement with and conveyance of property to Housing and Redevelopment Authority of Itasca County

**PREPARED BY:** Rob Mattei, Executive Director

---

### **BACKGROUND:**

On July 27, 2023, GREDA considered support of a second proposal submitted to the Minnesota Housing Finance Administration (MHFA) by the Housing and Redevelopment Authority of Itasca County (HRA) to purchase to be eight additional platted single family home sites from GREDA for a project to develop and sell another eight affordable single-family homes, as a community land trust (CLT) on the site of the former Forest Lake Elementary School.

The funding request submitted by the HRA for the project was approved by MHFA in December of 2023. GREDA has completed the subdivision of this property as Forest Lake Addition, comprised of 22 single-family parcels. The initial sale of eight lots to the HRA have resulted in all eight with new single-family homes under varying stages of construction.

The HRA would like to commence construction on these additional eight single family homes this fall. These single-family homes will be available for purchase by working families earning 80% of the area median income or less and the future affordability of the homes would be ensured by the development being structured as a CLT.

The purchase price of the eight lots described in the Purchase and Development Agreement is \$6,300.00 per lot, as agreed previously in the GREDA resolution of support, for a total of \$50,400.00, with a closing no later than July 31, 2024.

The economic benefit of this project is to provide much-needed housing to accommodate our current and expanding workforce and to create additional tax base in the City.

**RECOMMENDATION:**

Conduct a Public Hearing to consider entering into a purchase and development agreement between GREDA and Housing and Redevelopment Authority of Itasca County.

**Public Hearing protocol:**

- State the purpose of the public hearing.
- Verify that legal notice of the public hearing has been made.
- Staff will present the background.
- Request public input on the proposed agreement either in favor, or in opposition, and ask that any person from the public wishing to make a statement state their name and address for the record.
- After public input is received, entertain a motion to close the public hearing portion.
- Close the public hearing, give final consideration to the agreement, and entertain any motion to amend the terms, or motions to approve or disapprove of the agreement in its original or amended form.

**REQUIRED ACTION:** If GREDA finds it advisable to enter into the attached agreement, they should pass a motion adopting the attached resolution approving the purchase and development contract with and conveyance of property to Housing and Redevelopment Authority of Itasca County.



## GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

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

RESOLUTION APPROVING CONVEYANCE OF CERTAIN LOTS OWNED BY  
THE EDA AND CORRESPONDING PURCHASE AND DEVELOPMENT  
AGREEMENT

BE IT RESOLVED by the Board of Commissioners (“Board”) of the Grand Rapids Economic Development Authority (“Authority”) as follows:

Section 1. Recitals.

1.01. The Authority is the fee owner of certain property located within the plat of Forest Lake Addition, Grand Rapids, Minnesota which is legally described as set forth in Exhibit A and depicted on the plat attached hereto (the “Authority Property”).

1.02. The Authority intends to convey the Authority Property to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota (the “HRA”), to construct homes for sale to owner-occupants and to that end has prepared a Purchase and Development Agreement between the Authority and the HRA for the sale of the Authority Property (the “Purchase Agreement”).

1.03. The Board held a duly noticed public hearing regarding the proposed sale of the Authority Property.

1.04. The Board has determined that sale of the Authority Property as described in this resolution is in the best interest of the City and its residents, and further finds and determines that conveyance of the Authority Property has no relationship to the City’s comprehensive plan, in that no amendment or modification of the comprehensive plan is required for the conveyance. The Authority further finds and determines that conveyance of the Authority Property for residential purposes is consistent with the objectives of the City’s comprehensive plan pertaining to development of a portion of the Plat for single-family homes.

Section 2. Sale of Authority Property Approved; Further Proceedings.

2.01. The Board approves the Purchase Agreement in substantially the form presented to the Board, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents referenced in or attached to the Agreement including without limitation the quit claim deeds and any documents required by the title company relating to the conveyance of Authority Property (the “Conveyance Documents”). The Board hereby approves the conveyance of the Authority Property to the HRA in accordance with the terms of the Purchase Agreement.

2.02 The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Purchase Agreement and the Conveyance Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the

Authority’s obligations thereunder when all conditions precedent thereto have been satisfied. The Purchase Agreement shall be in substantially the form on file with the Authority and the approval hereby given to the Purchase Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Purchase Agreement shall not be effective until the date of execution thereof as provided herein.

2.03. Authority staff and officials are authorized to take all actions necessary to perform the Authority’s obligations under the Purchase Agreement as a whole, including without limitation execution of the Conveyance Documents.

Approved by the Board of Commissioners of the Grand Rapids Economic Development Authority this 13th day of June, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Legal Description of Authority Property**

Lots 3, 4, and 7, Block 1, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 7, Block 2, FOREST LAKE ADDITION, Itasca County, Minnesota.

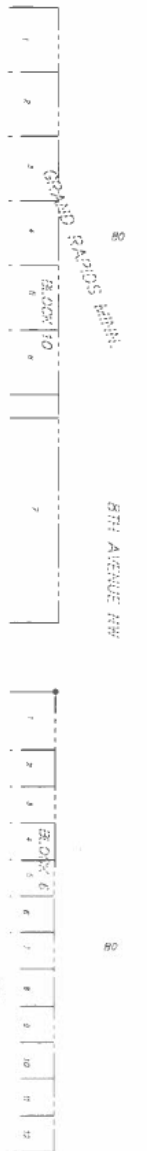
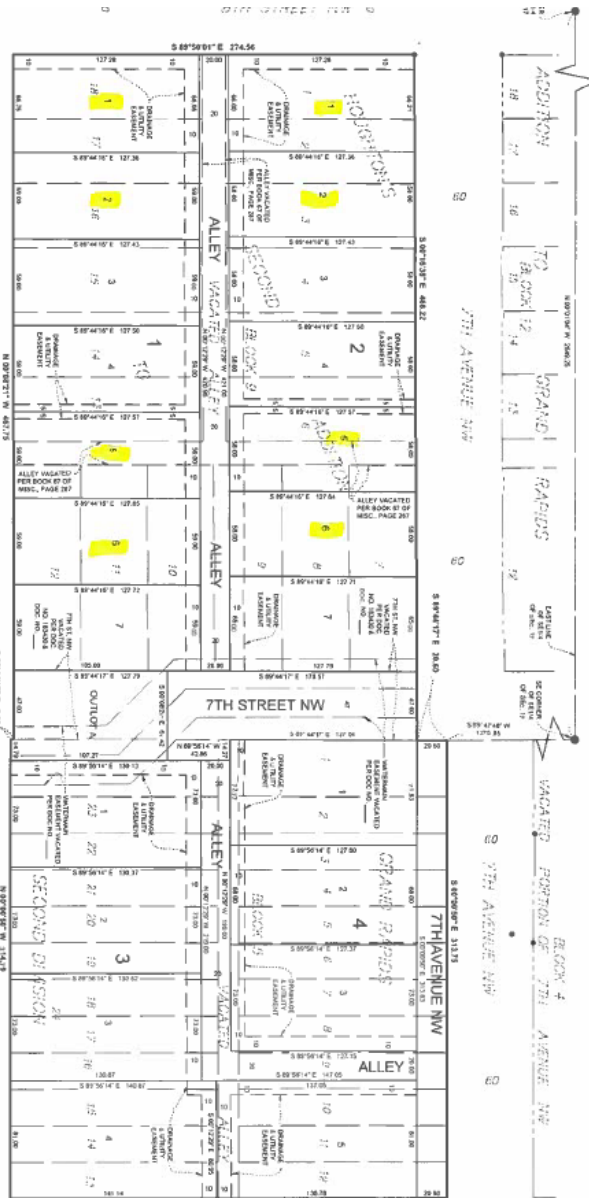
AND

Lot 1, Block 3, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lots 1, 2, and 3, Block 4, FOREST LAKE ADDITION, Itasca County, Minnesota.

# FOREST LAKE ADDITION



and Right Economic Development Authority, a Minnesota SHT(D) non-profit company, as the City of Grand Rapids, County of Itasca, State of Minnesota, to all LOTION TO GRAND RAPIDS, including vacant "T" alley located within said Block 9 and between the limits of Seventh Avenue West and Eighth Avenue West, according to the records

according to the recorded plat thereof, Itasca County, Minnesota

LEGAL LAND ACQUISITION and other survey, obtainable to the public for public use, the public ways

present Authority, a Minnesota KOOX, KOOX Company, has caused these presents to be

The instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. by Sharon Blain, As president of Grand Rapids Economic Development Authority.

My Commission Expires \_\_\_\_\_

Notary Public \_\_\_\_\_ County, Minnesota

I, David J. Shabrom, do hereby certify that this plat was prepared by me or under my direct supervision, that I am a duly Licensed Land Surveyor in the State of Minnesota, that the plat is a correct representation of the boundary survey, that the boundaries and areas and blocks are correctly depicted on this Minnesota Statute, Section 500.01, as of the date this certificate was shown and filed on this plat, and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

David J. Shabrom, Professional Land Surveyor  
Minnesota License No. 42022  
STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. by David J. Shabrom, Minnesota License Number 42022.

Notary Public \_\_\_\_\_ County, Minnesota  
By Commission Expires \_\_\_\_\_

Jeffrey T. White  
Auditor / Treasurer  
Itasca County, Minnesota

TRACA COUNTY RECORDER AND REGISTRAR OF TIT  
I do hereby certify that the within instrument was filed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ M. in \_\_\_\_\_ County, Minnesota.

Nicole Zantke  
Recorder / Registrar  
Itasca County, Minnesota

**PURCHASE AND DEVELOPMENT AGREEMENT**

**Between**

**Grand Rapids Economic Development Authority**

**And**

**Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota**

This document drafted by:  
Kennedy & Graven, Chartered  
Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

## PURCHASE AND DEVELOPMENT AGREEMENT

1. **Parties.** This Purchase and Development Agreement (this “Agreement”) is made on the \_\_\_ of \_\_\_\_\_, 2024 between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, having its office located at 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744 (“Seller”), and the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota, having its principal office at 1115 NW 4th Street, Grand Rapids, Minnesota 55744 (“Buyer”).
  
2. **Offer/Acceptance.** Buyer offers to purchase, and Seller agrees to sell the real property legally described as:
 

Lots 3, 4, and 7, Block 1, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 7, Block 2, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 1, Block 3, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lots 1, 2, and 3, Block 4, FOREST LAKE ADDITION, Itasca County, Minnesota.

(each parcel a “Lot” and collectively, the “Property”).
  
3. **Development and Improvement.** Buyer is purchasing the Property for the purpose of developing a single-family residential home on each Lot as part of its affordable housing land trust program.
  
4. **Price and Terms. Purchase Price.** The purchase price of each Lot shall be \$6,300 (SIX-THOUSAND THREE HUNDRED and 00/100 dollars), for a total purchase price of \$50,400 (FIFTY THOUSAND FOUR HUNDRED and 00/100 dollars) for the Property (the “Purchase Price”). The Purchase Price shall be payable to Seller by Buyer by wire transfer or certified check on the Closing Date.
  
5. **Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller currently located on the Property for purposes of this sale.
  
6. **Closing/ Payment of Closing Costs and Related Items.** The closing hereunder (the “Closing”) shall take place no later than July 31, 2024, or such other date as agreed upon by the parties (the “Closing Date”). Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent utilized to close the transaction contemplated by this

Agreement (the "Title Company"); (b) fees for title evidence obtained by Buyer; (c) the premium for any policy of title insurance Buyer elects to purchase and the cost of any endorsements; and (d) the recording fees for the Purchase and Development Agreement and the Deed. Seller will pay: (a) any transfer taxes required to enable Buyer to record the Deed; and (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorneys' fees.

**7. Real Estate Taxes and Special Assessments.**

- A. Seller shall pay, at or before Closing all real estate taxes due and payable in all years prior to the year of Closing, if any. Real estate taxes due and payable in the year of Closing, if any, shall be pro-rated to Seller and Buyer based on the Closing Date.
- B. On or prior to the Closing Date, Seller shall pay all special assessments levied or pending against the Property as of the Closing Date. The provisions of this Paragraph shall survive Closing.

**8. Seller Closing Documents.** Upon performance by Buyer, Seller shall deliver the following to Buyer at the Closing:

- A. A quit claim deed conveying title to the Property to Buyer, in substantially the form attached hereto as Exhibit A (the "Deed"), subject to the conditions subsequent required by Sections 14, 15, and 16 of this Agreement;
- B. An affidavit satisfactory to Buyer that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property for which mechanics' liens could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;
- C. A signed resolution of Seller authorizing and approving the transaction contemplated by this Agreement; and
- D. Any other items required by this Agreement or reasonably required by the Title Company.

**9. Buyer Closing Documents.** Buyer will deliver to Seller at Closing:

- A. The Purchase Price;
- B. A signed resolution of Buyer authorizing and approving the transaction contemplated by this Agreement; and
- C. Any other items required by this Agreement or reasonably required by the Title Company.

10. **“AS IS, WHERE IS.”** Except as set forth in this Agreement, Seller makes no warranties as to the condition of the Property. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property “AS IS” with no right of set off or reduction in the Purchase Price. Such sale shall be without representation or warranties, express or implied, either oral or written, made by Seller or any official, employee or agent of Seller or the City of Grand Rapids, Minnesota (the “City”) with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated in this Agreement. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated in this Agreement. Buyer is relying entirely upon information and knowledge obtained from Buyer’s own investigation, experience and knowledge obtained from Buyer’s own investigation, experience, or personal inspection of the Property. Buyer expressly assumes, at Closing, all environmental and other liabilities with respect to the Property and, except to the extent caused by Seller or the City, releases and indemnifies Seller and the City from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (“RCRA”), the federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental conservation or protection laws, rules or regulations. The foregoing assumption and release and this provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.
11. **Marketability of Title.** As soon as reasonably practicable after the execution of this Agreement by both parties, Buyer shall obtain the title evidence determined necessary or desirable by Buyer (the “Title Commitment”). Buyer, at its sole option, may have a survey of the Property prepared, certified and delivered to Buyer, Seller, the Title Company and such other parties as Buyer requests showing the location of all easements and conforming to the current standard detail requirements established by the American Land Title Association and the National Society for Professional Surveyors (the “Survey”). The cost of the Survey, if any, will be paid for by Buyer. Buyer shall have ten (10) days from the date it receives the Title Commitment and any Survey to raise any written objections to title (the “Objections”). Objections not made within such time will be deemed waived. Seller may effect a cure satisfactory to Buyer or may give written notice to Buyer that Seller elects not to cure. Buyer may then elect to close notwithstanding the uncured Objections, or may declare this Agreement null and void and the parties will thereby be



released from any further obligation hereunder, and neither party shall be liable for damages hereunder and Buyer and Seller agree to sign a cancellation of this Agreement.

**12. Seller Warranties and Representations.** Seller warrants and represents to Buyer that:

- A. To Seller's best knowledge, there are no wells, either in use, not in use, or sealed located on the Property;
- B. Seller has no knowledge of any individual sewage treatment system on or serving the Property;
- C. Seller is not aware of any methamphetamine production that has occurred on the Property;
- D. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the Property by any person in violation of any law, nor of any underground or aboveground storage tanks located on the Property;
- E. Seller knows of no flood plains, shorelands or wetlands affecting the Property;
- F. The Property is not subject to the rights of tenants or other parties in possession;
- G. Seller is not aware of any human remains, burials, or cemeteries on the Property;
- H. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller has not received any notice and is not aware of a violation of any building codes, fire codes, health codes, zoning codes, environmental laws, or other laws and regulations affecting the Property or the use thereof;
- I. To the actual knowledge of Rob Mattei without investigation or inquiry, Seller has not received any notice of a condemnation, environmental, zoning or other regulation or proceeding;
- J. Seller is a public body corporate and politic under the laws of Minnesota duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry out its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- K. This Agreement has been duly authorized, executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms;

- L. The execution, delivery and performance of this Agreement by Seller will not result in a breach or violation of Seller or constitute a default by Seller under any agreement, instrument or order to which Seller is a party or by which Seller is bound; and
- M. Seller is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the Property or the ability of Seller to perform its obligations under this Agreement.

**13. Buyer Warranties and Representations.** Buyer warrants and represents to Seller that:

- A. Buyer is a public body corporate and politic under the laws of Minnesota duly organized, validly existing and in good standing under the laws of the State of Minnesota and has all requisite power and authority to carry out its business as conducted, to execute and deliver this Agreement and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents;
- B. This Agreement has been duly authorized, executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with its terms;
- C. The execution, delivery and performance of this Agreement by Buyer will not result in a breach or violation of Buyer or constitute a default by Buyer under any agreement, instrument or order to which Buyer is a party or by which Buyer is bound; and
- D. Buyer is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

**14. Construction.** Buyer agrees that it will construct a new single-family dwelling on each Lot as part of Buyer's affordable housing land trust program. **This covenant shall survive the delivery of the Deed.**

- A. The single-family dwelling to be constructed on each Lot as described in this Section and Section 3 is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single-family dwelling on each Lot, and each such single-family dwelling shall be constructed and occupied in accordance with Buyer's affordable housing trust fund program.
- C. Buyer must commence construction of the Minimum Improvements on each Lot within one year of the Closing Date and substantially complete the construction of the Minimum Improvements by December 31, 2026. Substantial completion shall be evidenced by the delivery of a certificate of occupancy from the City. Buyer

will obtain, at Buyer's expense, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully completed.

- D. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of Buyer to construct such Minimum Improvements (including the date for completion thereof), upon written request from Buyer, Seller will deliver to Buyer a Certificate of Completion, in substantially the form attached hereto as Exhibit B. Such certification by Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of Buyer and its successors and assigns, to construct the Improvements and the dates for completion thereof.

The certificate provided for in this Section shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, Seller shall, within thirty (30) days after written request by Buyer, provide Buyer with a written statement, indicating in adequate detail in what respects Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of Seller for Buyer to take or perform in order to obtain such certification.

- E. Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements:

(1) Except for any agreement for sale of the dwelling unit on each of the Lots to an owner-occupant, Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of Seller's Board of Commissioners. The term "Transfer" does not include encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Buyer to construct the Improvements or component thereof.

(2) If Buyer seeks to effect a Transfer prior to issuance of the Certificate of Completion, Seller shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, solely in the reasonable judgment of Seller, necessary

and adequate to fulfill the obligations undertaken in this Agreement by Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to Seller and in form recordable in the public land records of Itasca County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of Seller, have expressly assumed all of the obligations of Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by Seller) deprive Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property that Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by Seller to the contrary, no such transfer or approval by Seller thereof shall be deemed to relieve Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto; and

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this subsection E. shall be in a form reasonably satisfactory to Seller.

(3) If the conditions described above in paragraph (2) of this Section are satisfied then the Transfer will be approved and Buyer shall be released from its obligations under this Agreement with respect to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (3) apply to all subsequent transferors; and

(4) Upon issuance of the Certificate of Completion, Buyer may transfer or assign the Minimum Improvements and/or Buyer's rights and obligations under this Agreement with respect to such property without the prior written consent of Seller.

F. Buyer, and its successors and assigns, agrees that it will use the Minimum Improvements only as part of its affordable housing land trust program whereby it will construct a single-family dwelling on each Lot that will be sold to an owner-occupant. **The covenants in this paragraph run with the land, survive both delivery of the Deed and issuance of the Certificate of Completion for the Minimum Improvements, and shall remain in effect for 5 (five) years after the date of the Deed.**

- 15. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer.** In the event that subsequent to conveyance of the Property or any part thereof to Buyer and prior to receipt by Buyer of the Certificate of Completion for of the Minimum Improvements, Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the commencement and completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from Seller to Buyer to do so, then Seller shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in Seller) the estate conveyed by the Deed to Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of Buyer and failure on the part of Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, Seller at its option may declare a termination in favor of Seller of the title, and of all the rights and interests in and to the Property conveyed to Buyer, and that such title and all rights and interests of Buyer, and any assigns or successors in interest to and in Lot or the Property, shall revert to Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

For the purposes of this Agreement, the term “Unavoidable Delays” means delays beyond the reasonable control of Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in Buyer’s obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this Section of this Agreement.

- 16. Resale of Reacquired Property; Disposition of Proceeds.** Upon the re-vesting in Seller of title to and/or possession of the Property or any part thereof as provided in Section 15 of this Agreement, Seller shall apply the Purchase Price paid by Buyer under Section 4 of this Agreement as follows:
- (a) First, to reimburse Seller for all costs and expenses incurred by Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any income derived by

Seller from the Property in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property thereof at the time of revesting of title thereto in Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing Seller by Buyer and its successor or transferee; and

- (b) Second, to reimburse Buyer for the balance of the Purchase Price remaining after the reimbursements specified in Paragraph (a) above. Such reimbursement shall be paid to Buyer upon delivery of an executed, recordable quit claim deed to the Property by Buyer to Seller.

- 17. Time is of the essence for all provisions of this Agreement.**
- 18. Notices.** All notices required herein shall be in writing and delivered personally or mailed to the address shown at Section 1 of this Agreement and, if mailed, are effective as of the date of mailing. Each party may update their address for purposes of notice in accordance with the provisions of this Section.
- 19. Minnesota Law.** This Agreement shall be governed by the laws of the State of Minnesota.
- 20. No Broker Involved.** Seller and Buyer represent and warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.
- 21. Specific Performance.** This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.
- 22. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- 23. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Buyer acknowledges that it may only assign its rights under this Agreement pursuant to Section 14 of this Agreement, and that no assignment of this Agreement will relieve the assigning party of primary liability for the performance of its obligations hereunder.
- 24. Complete Agreement.** This is the final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in a writing dated subsequent to the date of this Agreement and duly executed by all parties.
- 25. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions herein will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the agreements contemplated herein are not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original intent of the parties.
- 26. Partnership or Joint Venture.** Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the parties relative to the Lots or the Property.
- 27. No Merger of Representations, Warranties.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.
- 28. Recording.** This Agreement shall be filed of record with the property office of the Itasca County Registrar of Titles and/or Office of County Recorder, as pertains to the Property.
- 29. Conflict of Interests.** Seller and Buyer, to the best of their respective knowledge, represent and agree that no member, official, or employee of either Seller or Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of Seller or Buyer shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Seller or Buyer, or for any amount which may become due to Seller or Buyer or successor or on any obligations under the terms of this Agreement.
- 30. Provisions Not Merged With Deeds.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**In witness of the foregoing, the parties have executed this Agreement on the year and date written above.**

*[Signatures to follow.]*



**SELLER**

**Grand Rapids Economic Development Authority**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Director

STATE OF MINNESOTA

} ss.

COUNTY OF ITASCA

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ and \_\_\_\_\_, the President and Executive Director of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**BUYER**

**Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota**

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Vice-Chair

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ and \_\_\_\_\_, the Chair and Vice-Chair, respectively, of the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic.

*NOTARY STAMP*

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**Exhibit A to Purchase and  
Development Agreement**

**Form of Quit Claim Deed**

**QUIT CLAIM DEED**

**Deed Tax Due:** \$ \_\_\_\_\_

**ECRV:** \_\_\_\_\_

Date: \_\_\_\_\_, 202\_

FOR VALUABLE CONSIDERATION, Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

Lots 3,4 and 7, Block 1, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 7, Block 2, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lot 1, Block 3, FOREST LAKE ADDITION, Itasca County, Minnesota.

AND

Lots 1, 2 and 3, Block 4, FOREST LAKE ADDITION, Itasca County, Minnesota.

*Check here if part or all of the land is Registered (Torrens)*

together with all hereditaments and appurtenances, and subject to easements of record.

Section 1. This deed is subject to that certain Purchase and Development Agreement between Grantor and Grantee, dated \_\_\_\_\_, 2024, recorded \_\_\_\_\_, 2024, in the office of the Itasca County Registrar of Titles [or County Recorder] as Document No. \_\_\_\_\_ (the "Agreement"), including without limitation the Grantor's right of reverter in the event of certain defaults by Grantee under the Agreement as more fully described in Section 15 thereof.

**Section 2. Grantor's rights under paragraph 14F of the Agreement remain until \_\_\_\_\_, 20\_\_, unless earlier released by Grantor.**

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its: President

By \_\_\_\_\_  
Its: Executive Director

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF ITASCA     )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ and \_\_\_\_\_, the President and Executive Director respectively, of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the public body corporate and politic, Grantor.

NOTARY STAMP

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:  
  
Kennedy & Graven, Chartered  
Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:  
  
Housing and Redevelopment Authority  
(HRA) of Itasca County, Minnesota  
1115 NW 4th Street  
Grand Rapids, Minnesota 55744

**Exhibit B to Purchase and  
Development Agreement**

**Form of Certificate of Completion**

**CERTIFICATE OF COMPLETION**

WHEREAS, the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the “Grantor”), conveyed land in Itasca County, Minnesota to the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota, a public body corporate and politic under the laws of Minnesota (the “Grantee”), by a Deed recorded in the Office of the County Recorder [and or in the Office of the Registrar of Titles] in and for the County of Itasca and State of Minnesota, as Document Number \_\_\_\_\_; and

WHEREAS, said Deed is subject to a Purchase and Development Agreement recorded in the Office of the County Recorder [and or in the Office of the Registrar of Titles] in and for the County of Itasca and State of Minnesota, as Document Number \_\_\_\_\_; which contained certain covenants and restrictions set forth in Sections 3, 14A, 14B, 14C, 14D and 14E thereof; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Sections 3, 14A, 14B, 14C, 14D, and 14E of the Agreement have been performed by the Grantee therein, and the County Recorder [and/or the Registrar of Titles] in and for the County of Itasca and State of Minnesota are hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Sections 3, 14A, 14B, 14C, 14D, and 14E of the Agreement and the covenants and restrictions set forth in Section 1 of said Deed; provided that the covenants set forth in Sections 14F of the Agreement, and in Section 2 of the Deed, remain in full force and effect through the period stated thereon.

Dated: \_\_\_\_\_, 20\_\_\_\_.

*[Signatures on following page.]*

GRAND RAPIDS ECONOMIC DEVELOPMENT  
AUTHORITY

By \_\_\_\_\_  
Its: President

By \_\_\_\_\_  
Its: Executive Director

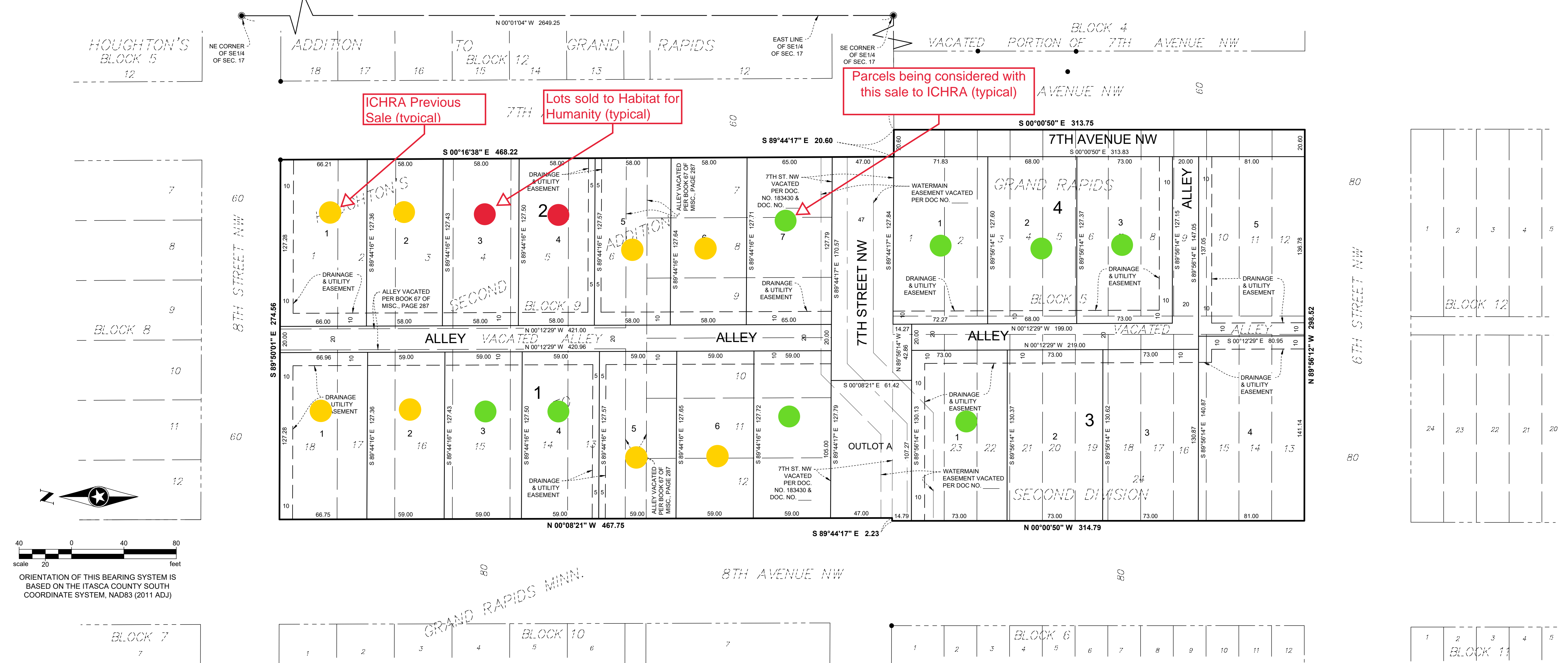
STATE OF MINNESOTA )  
 ) ss  
COUNTY OF ITASCA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota, on behalf of the authority.

\_\_\_\_\_  
Notary Public

This document drafted by:  
Kennedy & Graven, Chartered  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

# FOREST LAKE ADDITION



Parcels being considered with this sale to ICHRA (typical)

ICHRA Previous Sale (typical)

Lots sold to Habitat for Humanity (typical)



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (2011 ADJ.)

KNOW ALL PERSONS BY THESE PRESENTS: That Grand Rapids Economic Development Authority, a Minnesota 501(c)(3) non-profit company, being the owner of the following described property located in the City of Grand Rapids, County of Itasca, State of Minnesota, to wit:

Lots 1 through 18, Block 9, HOUGHTON'S SECOND ADDITION TO GRAND RAPIDS, including vacated "T" alley situated within said Block 9 and including all of adjoining vacated Seventh Street North between the limits of Seventh Avenue West and Eighth Avenue West, according to the recorded plat there of, Itasca County, Minnesota.

AND

All of Block 5 in GRAND RAPIDS SECOND DIVISION, according to the recorded plat thereof, Itasca County, Minnesota.

Has caused the same to be surveyed and platted as FOREST LAKE ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Grand Rapids Economic Development Authority, a Minnesota XXXXX XXXXX Company, has caused these presents to be signed by its proper officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: Grand Rapids Economic Development Authority

Sholom Blake, President

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This Instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D. by Sholom Blake, As president of Grand Rapids Economic Development Authority.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Minnesota  
My Commission Expires \_\_\_\_\_

I, Daniel J. Bemboom, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.021, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Daniel J. Bemboom, Professional Land Surveyor  
Minnesota License No. 46562

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

This Instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D. by Daniel J Bemboom, Minnesota License Number 46562.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY OF GRAND RAPIDS

We do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the City of Grand Rapids approved this plat.

Signed: City of Grand Rapids

Dale Christy, Mayor

Kimberly Gibeau, City Clerk

ITASCA COUNTY AUDITOR

I do hereby certify that there are no delinquent taxes on the above described property as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jeffrey T. Walker  
Auditor / Treasurer  
Itasca County, Minnesota

ITASCA COUNTY RECORDER AND REGISTRAR OF TITLES

I do hereby certify that the within instrument was filed in this office for record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M as Document Number \_\_\_\_\_.

Nicolle Zuehke  
Recorder / Registrar  
Itasca County, Minnesota

Save: 4/16/2023 12:28 PM dbemboom Plot: 4/16/2023 12:33 PM X:\F\JG\GRANR1710259-survey\02-CAD\15-dwg\GR171025-FP.dwg













## REQUEST FOR GRAND RAPIDS EDA ACTION

---

**AGENDA DATE:** June 13, 2024

**STATEMENT OF ISSUE:** Consider adopting a resolution approving purchase by GREDA of certain property located in Grand Rapids and the corresponding Purchase Agreement.

**PREPARED BY:** Rob Mattei, Executive Director

---

### **BACKGROUND:**

Adjacent to a 22.5-acre tract of land owned by GREDA, with the address of 3002 Airport Rd., is a 12.5-acre parcel (91-033-4105) jointly owned by the City and County, as part of the Airport. This parcel is no longer needed for Airport purposes as the crosswind runway was built to the north of its location.

The GREDA 2024 Work Plan includes a goal of “Ensure an adequate inventory of industrial sites and facilities exist in the community.” The Q2 desired outcome under that goal is to “Consider opportunities to make strategic property acquisitions for future industrial development.”

The addition of this parcel to the adjacent GREDA tract would produce a 35-acre site that is zoned General Industrial with direct access to sanitary sewer, water, and three-phase power. As has been reinforced through our recent work on the L&M Distribution Center project, it is important to have a larger site to offer to some industrial prospective. The addition of this parcel would fulfill that part of our current inventory.

This parcel was not originally purchased with an FAA grant, so their clearance for the sale of this property from the City and County is much less involved. The only stipulations imposed on this purchase are that the purchase price be at a fair market value established by and appraisal and that the proceeds of the sale, received by the City and County, be used for Airport operations.

A fair market value of \$146,000 was established by an appraisal completed and approved by the FAA last fall. The attached Purchase Agreement for GREDA’s consideration reflects that recommendation:

**REQUIRED ACTION:** Make a motion to adopt a resolution approving purchase by GREDA of certain property located in Grand Rapids and the corresponding Purchase Agreement.

## GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

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

RESOLUTION APPROVING PURCHASE BY THE EDA OF CERTAIN  
PROPERTY LOCATED IN THE CITY OF GRAND RAPIDS AND  
CORRESPONDING PURCHASE AGREEMENT

BE IT RESOLVED by the Board of Commissioners (“Board”) of the Grand Rapids Economic Development Authority (“Authority”) as follows:

Section 1. Recitals.

1.01. The Authority and the City of Grand Rapids and Itasca County (collectively, the “Sellers”) desire to enter into a purchase agreement (“Agreement”) pursuant to which the Sellers will convey to the Authority certain property (PID No. 91-033-4105) located in the City of Grand Rapids (“City”) and legally described in Exhibit A attached hereto (“Property”).

1.02. The Board has determined that the purchase of the Property as described in this resolution is in the best interest of the City and its residents for the purpose of furthering the Authority’s economic development objectives, and further finds and determines that the purchase of the Property has no relationship to the City’s comprehensive plan, in that no amendment or modification of the comprehensive plan is required for the purchase.

Section 2. Purchase of the Property Approved; Further Proceedings.

2.01. The Board approves the Purchase Agreement in substantially the form presented to the Board, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents referenced in or attached to the Agreement including without limitation any documents required by the title company relating to the purchase of the Property (the “Conveyance Documents”). The Board hereby approves the purchase of the Property from the Sellers in accordance with the terms of the Purchase Agreement.

2.02 The Board hereby authorizes the President and Executive Director, in their discretion and at such time, if any, as they may deem appropriate, to execute the Purchase Agreement and the Conveyance Documents on behalf of the Authority, and to carry out, on behalf of the Authority, the Authority’s obligations thereunder when all conditions precedent thereto have been satisfied. The Purchase Agreement shall be in substantially the form on file with the Authority and the approval hereby given to the Purchase Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the Authority and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the Authority. The execution of any instrument by the appropriate officers of the Authority herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Purchase Agreement shall not be effective until the date of execution thereof as provided herein.

2.03. Authority staff and officials are authorized to take all actions necessary to perform the Authority's obligations under the Purchase Agreement as a whole, including without limitation execution of the Conveyance Documents.

Approved by the Board of Commissioners of the Grand Rapids Economic Development Authority this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A****Legal Description of the Property**

The property located in the City of Grand Rapids, Itasca County, Minnesota legally described as:

The Northeast Quarter of the Southeast Quarter (NE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ), Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25), lying South of the North Eight Hundred Twenty-eight feet (N. 828') and LESS the West Five Hundred Forty-five feet (W. 545') of the South Two Hundred feet (S. 200'), according to the Government survey thereof on file and of record in the office of the Itasca County Recorder.

Subject to mineral reservations, restrictions and easements as they may appear of record.

## PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Grand Rapids, Minnesota, a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota and Itasca County, a public body politic and corporate under the laws of the State of Minnesota (the “Sellers”), and the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of the State of Minnesota (“Buyer”).

**1. PROPERTY.** Sellers are the owners of property located on certain property in the City of Grand Rapids, Minnesota which is legally described on the attached Exhibit A (“Property”).

**2. OFFER/ACCEPTANCE.** In consideration of and subject to the terms and provisions of this Agreement, Buyer offers and agrees to purchase and Sellers agree to sell and hereby grant to Buyer the exclusive right to purchase the Property and all improvements thereon, together with all appurtenances. All fixtures located on the Property on the date of this Agreement are included in the purchase of the Property.

**3. PURCHASE PRICE FOR PROPERTY AND TERMS.**

a. **PURCHASE PRICE:** The total purchase price for the Property is: \$146,000 (“Purchase Price”).

b. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Sellers agree to execute and deliver a Quit Claim Deed conveying marketable fee simple title to the Property to Buyer to deliver the same, free and clear of any mortgages, liens or encumbrances other than matters created by or acceptable to Buyer, subject only to the following exceptions:

- i. Building and zoning laws, ordinances, state and federal regulations;
- ii. Reservation of minerals or mineral rights to the State of Minnesota, if any; and
- iii. Public utility and drainage easements of record which will not interfere with Buyer’s intended use of the Property.

**4. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLERS.** In addition to the Quit Claim Deed required at paragraph 3(b) above, Sellers shall deliver to Buyer at closing:

a. An affidavit from Sellers sufficient to remove any exception in the policy of title insurance for mechanics’ and materialmens’ liens and rights of parties in possession;

b. A “bring-down” certificate, certifying that all of the warranties made by Sellers in



this Agreement remain true as of the Closing Date;

- c. Affidavit of Sellers confirming that Sellers are not foreign persons within the meaning of Section 1445 of the Internal Revenue Code;
- d. A statement that Sellers do not know of any wells on the Property;
- e. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by state or federal statutes, rules or regulations; and
- f. Any other documents reasonably required by Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Sellers have complied with the terms of this Purchase Agreement.

**5. CONTINGENCIES.** Buyer's obligation to purchase the Property is contingent upon the following:

- a. Approval of this Purchase Agreement by Buyer's and Sellers' governing bodies;
- b. Sellers' removal of all personal property, junk, and debris from the Property; and
- c. Buyer's determination of marketable title pursuant to paragraph 6 of this Agreement.

Buyer shall have thirty (30) days from the date of approval of this Agreement to remove or waive the foregoing contingencies (the "Due Diligence Period"). These contingencies are solely for the benefit of Buyer and may be waived by Buyer. If Buyer or its attorney gives written notice to Sellers that all contingencies are duly satisfied or waived, Buyer and Sellers shall proceed to close the transaction as contemplated herein.

If one or more of the contingencies is not satisfied, or is not satisfied within the Due Diligence Period, and is not waived by Buyer, this Agreement shall thereupon be void at the written option of Buyer, and Buyer and Sellers shall execute and deliver to each other documentation effecting the termination of this Agreement. As a contingent Purchase Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et. seq.

**6. TITLE EXAMINATION/CURING TITLE DEFECTS.** Buyer shall, at its expense and within a reasonable time after Sellers' acceptance of this Agreement, obtain a commitment for title insurance ("Commitment") for the Property. Buyer shall have 10 business days after receipt of the later of the Commitment and executed Purchase Agreement to examine the same and to deliver written objections to title, if any, to Sellers, or Buyer's right to do so shall be deemed waived. Sellers shall have until the end of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at Sellers' cost. In the event that title to the Property cannot be made marketable or is not made marketable by Sellers within the Due Diligence Period, then this Agreement may be terminated at the option of Buyer.

**7. CLOSING DATE.** The date of closing shall be on the earlier of (a) seven (7) days following the satisfaction of all contingencies; and (b) \_\_\_\_\_, 2024 (“Closing Date”). Delivery of all papers and the closing shall be made at the offices of Buyer, 420 North Pokegama Avenue, Grand Rapids, MN 55744 or at such other location as is mutually agreed upon by the parties.

**8. SELLERS’ WARRANTIES.** Sellers hereby represent and warrant to Buyer and Sellers will represent and warrant to Buyer as of the Closing Date that:

- a. **Mechanics' Liens.** Sellers warrant that, prior to the closing, Sellers shall pay in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any structure upon or improvement to the Property caused by or resulting from any action of Sellers.
- b. **Notices.** Sellers warrant that Sellers have not received any notice from any governmental authority as to violation of any law, ordinance or regulation in connection with the Property.
- c. **Tenants.** Sellers warrant that that there are no tenants or third parties in possession of the Property.
- d. **Legal Proceedings.** There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof, and Sellers have no knowledge that any such action is presently contemplated.
- e. **Legal Capacity.** Sellers have the legal capacity to enter into this Agreement.
- f. **Methamphetamine Production.** To the best of Sellers’ knowledge, methamphetamine production has not occurred on the Property.

Sellers’ representations and warranties set forth in this paragraph shall be continuing and are deemed to be material to Buyer’s execution of this Agreement and Buyer’s performance of its obligations hereunder. All such representations and warranties shall be true and correct on or as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive closing and any cancellation or termination of this Agreement, and shall not be affected by any investigation, verification or approval by any part hereto or by anyone on behalf of any party hereto. Sellers agree to defend, indemnify, and hold Buyer harmless for, from and against any loss, costs, damages, expenses, obligations and attorneys’ fees incurred should an assertion, claim, demand or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

**9. CLOSING COSTS/RECORDING FEES/DEED TAX.** Buyer shall pay: (a) any transfer

or deed taxes and any deferred taxes due as a result of this transaction; and (b) closing fees customarily charged by the title company.

**10. DEFAULT/REMEDIES.** If Buyer defaults under this Agreement, Sellers have the right to terminate this Agreement by giving written notice of such election to Buyer, which notice shall specify the default. If Buyer fails to cure such default within 15 days of the date of such notice, Sellers may terminate this Agreement. The termination of this Agreement will be the sole remedies available to Sellers and Buyer, and Buyer and Sellers will not be further liable for damages.

**11. NOTICE.** Any notice, demand, request or other communication which may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is personally served upon one of the following indicated recipients for notices or is deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

SELLERS: City of Grand Rapids, Minnesota  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: City Administrator

Itasca County  
123 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: County Administrator

BUYER: Grand Rapids Economic Development Authority  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: Executive Director

**12. ENTIRE AGREEMENT.** This Agreement, including exhibits attached hereto, and any amendments hereto signed by the parties, shall constitute the entire agreement between Sellers and Buyer and supersedes any other written or oral agreements between the parties relating to the Property. This Agreement can be modified only in a writing properly signed on behalf of Sellers and Buyer.

**13. SURVIVAL.** Notwithstanding any other provisions of law or court decision to the contrary, the provisions of this Agreement shall survive closing.

**14. BINDING EFFECT.** This Agreement binds and benefits the parties and their successors and assigns.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year above.

Buyer:

Sellers:

GRAND RAPIDS ECONOMIC  
DEVELOPMENT AUTHORITY

CITY OF GRAND RAPIDS, MINNESOTA

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: Executive Director

By: \_\_\_\_\_  
Its: City Administrator

ITASCA COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

Legal Description of Property

The property located in the City of Grand Rapids, Itasca County, Minnesota legally described as:

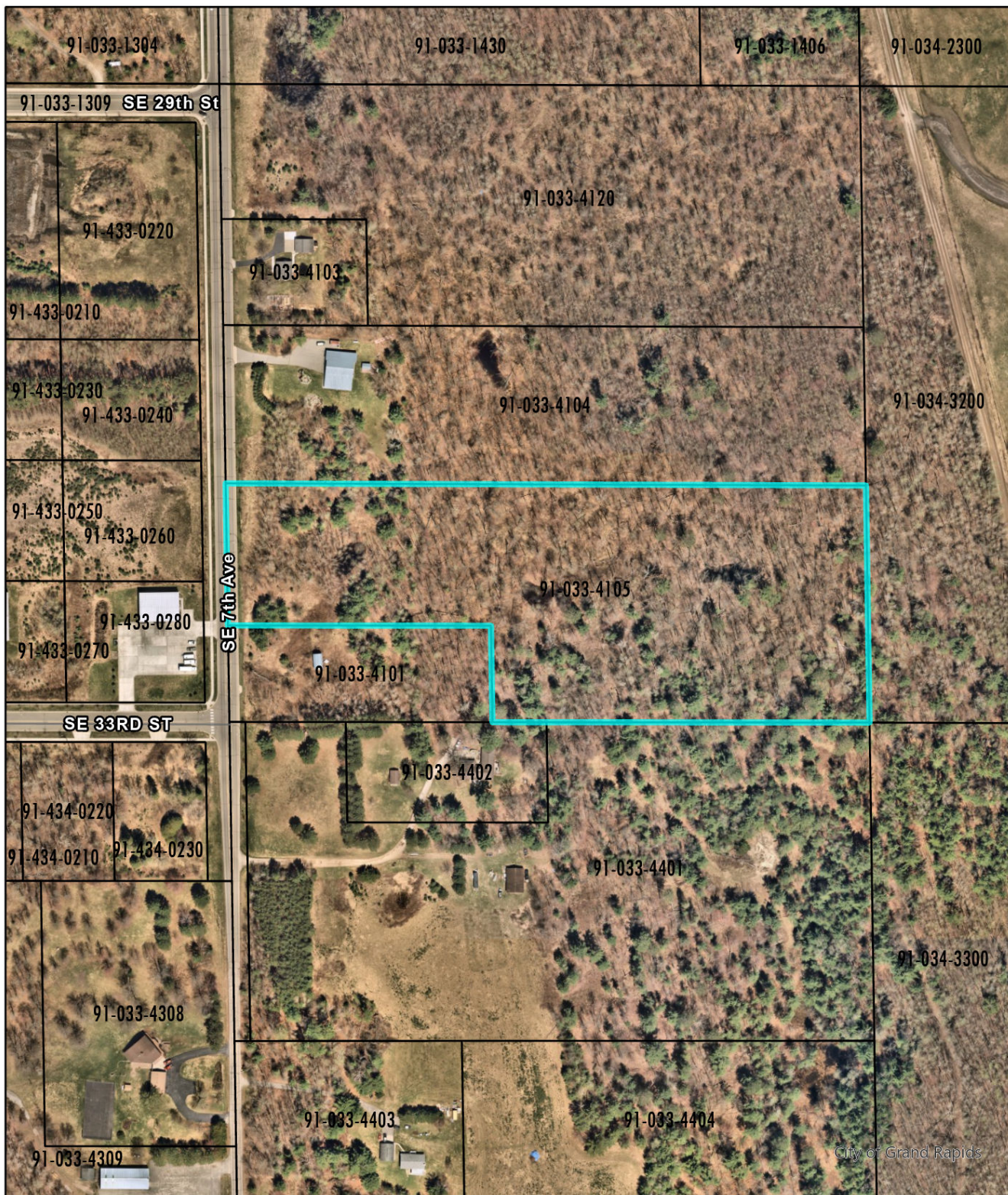
The Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼), Section Thirty-three (33), Township Fifty-five (55), Range Twenty-five (25), lying South of the North Eight Hundred Twenty-eight feet (N. 828') and LESS the West Five Hundred Forty-five feet (W. 545') of the South Two Hundred feet (S. 200'), according to the Government survey thereof on file and of record in the office of the Itasca County Recorder.

Subject to mineral reservations, restrictions and easements as they may appear of record.

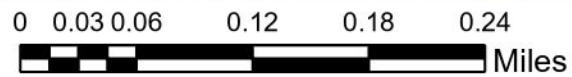
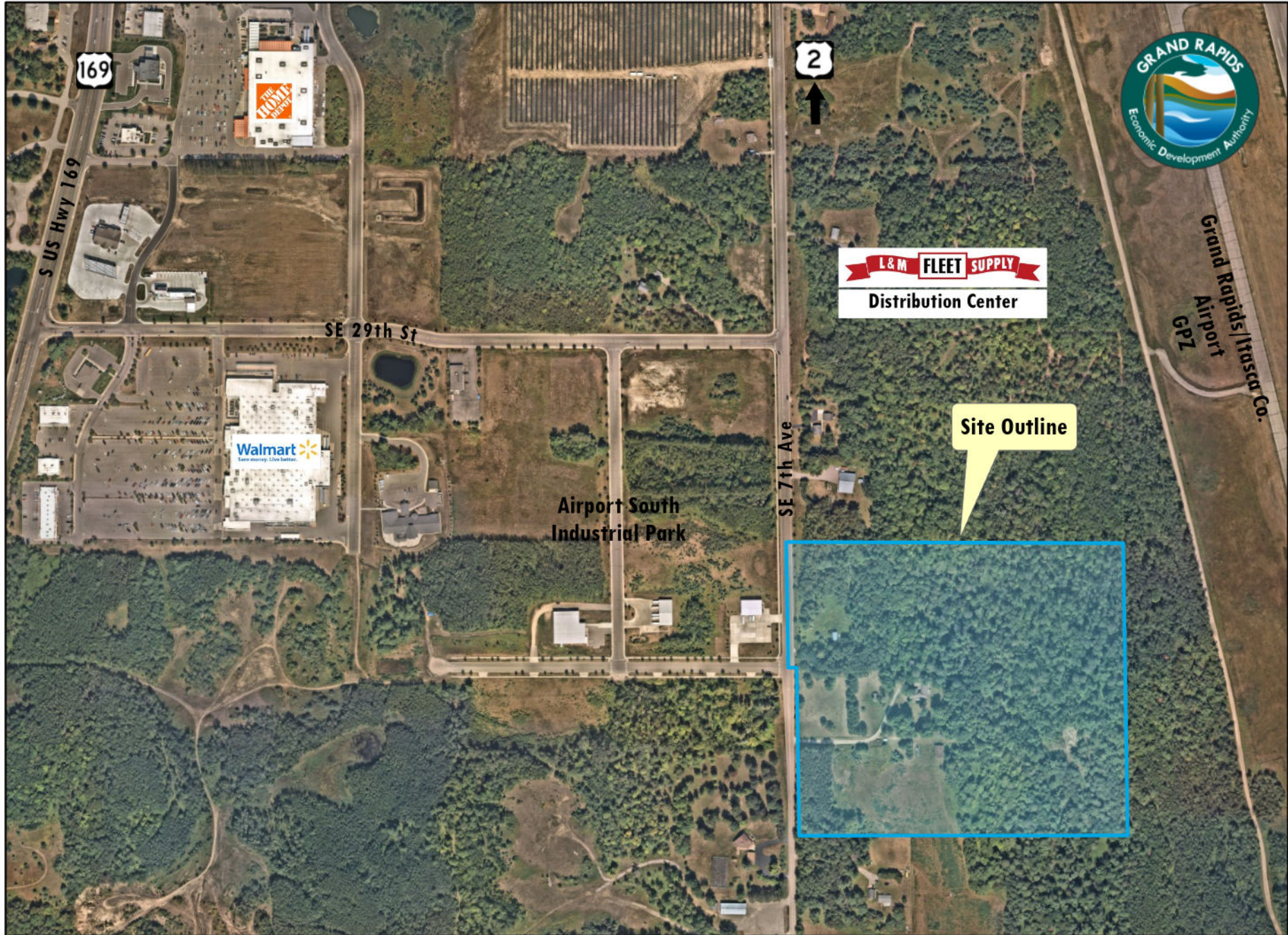
PID #91-033-4105



# Grand Rapids - 91-033-4105



# East Airport Road Industrial Site







## REQUEST FOR GRAND RAPIDS EDA ACTION

---

**AGENDA DATE:** June 13, 2024

**STATEMENT OF ISSUE:** Review and discuss proposal from Bolton & Menk for planning services.

**PREPARED BY:** Rob Mattei, Executive Director

---

### **BACKGROUND:**

MNDOT District 1 Office has selected and recently contracted with the firm of Bolton & Menk to complete a transportation corridor study on Trunk Hwy 2 and part of Trunk Hwy 169 in Grand Rapids.

We have met with the consultant and expressed a need for planning work, done in parallel with the MNDOT transportation plan, that addresses land use improvements and underperforming, poorly configured sites, environmental challenges, and blighted property, as well as a lack of visual appeal in the public realm.

Their proposal for that effort is attached for our review and discussion.

### **RECOMMENDATION:**

### **REQUIRED ACTION:**

# SCOPE OF SERVICES

**Bolton & Menk has led successful small area planning across the Midwest. Based on our experience, we have crafted a proposed scope of work necessary to complete the plan thoughtfully, efficiently, and in alignment with the Highway 1/169 project.**

**Our scope is centered on conducting public engagement, developing alternatives, and establishing an attainable vision.**

## ENGAGEMENT FRAMEWORK



**CITY STAFF:** Primary contact, responsible for representing the project at monthly meetings with consultant team

**STAKEHOLDER GROUP:** Provides targeted guidance on plan goals, concepts, timeline, and recommendations

**Grand Rapids EDA:** Considers final plan for approval and adoption

**COMMUNITY MEMBERS:** Members of the public, offer project suggestions and feedback at major milestones

## Task 0: Project Management

Our project management approach is rooted in personable and proactive communication that prioritizes collaboration, transparency, and trust. Our team, led by Mike Thompson, will maintain regular communication with city staff throughout the project. During an initial project kickoff meeting, we will establish and confirm a regular meeting and reporting schedule.

### TASK 0 DELIVERABLES:

- Project kickoff meeting and project management plan
- Regular progress report meetings

## Task 1: Communications & Engagement

In coordination with city staff, we will develop a public engagement plan that is inclusive, accessible, and transparent. We will also coordinate with the Highway 2/169 Study engagement efforts to maximize outreach efforts.

We anticipate outreach to at least include:

- Up to six one-on-one meetings with key area stakeholders, developers, and real estate experts
- Two in-person business meetings to be hosted either virtually or in person
- Up to three community open houses or pop-ups, in coordination with the Highway 169 Study schedule
- Up to two public online and paper surveys - one during initial data gathering and one

during concept evaluation

- Project website to host key project information
- A guided stakeholder walking tour to identify key issue and opportunity areas
- Digital and paper materials such as fliers, sidewalk decals, and social media posts to advertise the project locally
- Presentation at up to two planning commission and/or council work sessions

Our team will prepare and distribute all necessary agendas, materials, and summaries for each event in consultation with city staff. We anticipate that city staff will provide a list of key stakeholders, help advertise local events, and help disseminate surveys and other materials.

### TASK 1 DELIVERABLES:

- Engagement plan that details timelines, audiences, agendas, and content to be used at each outreach event
- Event-specific and final engagement reports summarizing activities, input received, and recommendations for future outreach

## Task 2: Existing Conditions Assessment

To ensure a thoughtful understanding of the area's context, we will conduct an existing conditions assessment of the physical, policy, economic, and cultural context. Assessing area conditions, particularly in a post-pandemic economic environment, will be foundational to identifying key plan principles, vision, and recommendations.

This assessment will include a focus on:

**Physical Analysis:** Land use and development patterns; vacant and/or underutilized properties; roadways and multimodal network; natural and public spaces; major area businesses and land owners.

**Policy Analysis:** Local and regional land use, transportation, and public space policies; relevant environmental guidance; key goals of area agencies and jurisdictions including the recent Grand Rapids Downtown Plan.

**Economic Analysis:** City and regional population, household, and socioeconomic forecasts; area job growth and other relevant economic trends and challenges that may impact the area.

**Cultural Analysis:** Major destinations; formal or informal historic sites; community-significant locations in or around the area.

Using findings from the Highway Study, we will also document baseline traffic data to inform alternatives development - particularly promoting safe multimodal circulation.

Additionally, using findings from the public engagement and existing conditions, we will develop project vision, principles, and goals to guide plan development and recommendations.



We will compile existing conditions findings into an existing conditions memo, which will use highly graphical representations of key findings and supportive text.

**TASK 2 DELIVERABLES:**

- Draft and final conditions memo with associated graphics, exhibits, and narrative
- Project Vision, Principles, and Goals

### Task 3: Concept Alternatives

Using information and feedback gathered, our team will develop up to two vision alternatives for redevelopment of the study area. Each will explore different approaches and contrasting futures for the study area, and will be described in graphics and narratives so they are understandable to the general public.

Each of the alternatives will be accompanied by high-level recommendations for development, transportation, and public realm enhancements. Particular attention will be given to city-identified redevelopment sites, enhancing area circulation, and elevating public realm aesthetics.

Each concept plan will be vetted by city staff prior to being shared with the public for review and comment.

**TASK 3 DELIVERABLES:**

- Up to two concept alternatives for the study area with associated graphics, exhibits, and narrative

### Task 4: Preferred Alternative and Implementation Plan

Using city staff and public feedback, we will identify a preferred alternative vision for additional plan progression. This may be one of the three alternatives previously developed, or a new alternative using key themes from each.

The preferred alternative will outline guiding details on the following areas, will be highly graphical, and include conceptual plans and renderings where appropriate:

**Development:** Land use and development scale, density, patterns, and desired redevelopment concepts; block patterns and scale; targeted economic development opportunities.

**Connectivity:** Multimodal connectivity, access, and circulation networks with a focus on active transportation; recommended ROW layouts.

**Public Realm:** Placemaking opportunities and locations for new or enhanced public spaces; connections to and views of the river; streetscape enhancement locations and imagery.

In order to realize Plan recommendations, we will establish an implementation plan with clearly outlined public and private action steps, responsible parties, suggested timelines, suggested performance metrics, and funding sources for key deliverables.

Over the last five years, Bolton & Menk's funding team has secured more than \$375 million in project funding. This expertise uniquely positions our team to identify solutions that will provide the greatest likelihood of successful project delivery and maintenance. The implementation plan will be a chapter of the Small Area Plan but can be used independently of the Plan for clear stakeholder guidance.

**TASK 4 DELIVERABLES:**

- Draft and final preferred alternative, with associated graphics, exhibits, and narrative
- Draft and final implementation plan

**Task 5: Final Small Area Plan**

Upon completion of all prior elements and reviews, the team will compile content and produce the final Small Area Plan document. We anticipate the plan document to be highly graphic to be easily understood by both the general public and key stakeholders. It will contain all prior project elements.

**TASK 5 DELIVERABLES:**

- Draft and final digital downtown plan, with all associated files, data, and supporting content

# SCHEDULE & FEE

We have developed a proposed schedule outlining anticipated tasks and deliverable due dates. This schedule is based on our experience delivering similar projects, our understanding of the need, and to maintain alignment with the Highway 2/169 Study.

Preliminary Schedule for Highway 2/169 West Small Area Plan													
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Jan	Feb	Mar
<b>0.0</b>	<b>Project Management</b>	[Green bar spanning all months]											
	<i>Monthly City Staff Meetings</i>	●	●	●	●	●	●	●	●	●	●	●	●
<b>1.0</b>	<b>Engagement and Outreach</b>	[Green bar spanning all months]											
	<i>Stakeholder Outreach</i>		[Green bar]	[Green bar]				[Green bar]					
	<i>Pop-up Events</i>		[Green bar]				[Green bar]					[Green bar]	
	<i>Public Surveys</i>		[Green bar]	[Green bar]			[Green bar]						
<b>2.0</b>	<b>Existing Conditions</b>	[Green bar spanning all months]											
<b>3.0</b>	<b>Concept Alternatives</b>				[Green bar]	[Green bar]	[Green bar]						
<b>4.0</b>	<b>Preferred Alternative and Implementation</b>							[Green bar]	[Green bar]	[Green bar]	[Green bar]	[Green bar]	
<b>5.0</b>	<b>Final Plan</b>											[Green bar]	[Green bar]

Task No.	Task Description	Total Cost
0	Project Management	\$8,000
1.0	Communications & Engagement	\$30,600
2.0	Existing Conditions	\$8,400
3.0	Concept Alternatives	\$14,200
4.0	Preferred Alternative and Implementation	\$27,100
5.0	Final Plan	\$7,000
<b>TOTAL FEE (not-to-exceed)</b>		<b>\$95,200</b>

# KEY STAFF



**Mike Thompson,**  
AICP  
Project Manager &  
Principal-in-Charge

## Summary

Mike is a principal urban planner who loves the process of working with communities to rethink and redesign the ways in which their neighborhoods look, feel, and function. He has community planning and design experience across the country, including site planning and design, public realm programming and design, multimodal transportation planning, project management, and public engagement facilitation. Through his work, Mike seeks to promote places that are reflective of those who use them every day.

## Experience

- Monticello Industrial Growth Area, Monticello, MN
- TH 60 Growth Area Master Plan, Faribault, MN
- Downtown Master Plan, Brooklyn Center, MN
- Cahill Industrial District Plan, Edina, MN
- Northwest Central Commons Small Area Plan, Eagan, MN
- Downtown and Station Area Plan, Robbinsdale, MN



**Robin Caufman**  
Engagement &  
Planning Lead

## Summary

Since beginning her career in 1994, Robin has filled multiple roles on regional infrastructure plans and projects, including transportation corridors, wastewater plans, environmental studies, and streetscape designs. As a senior planner, her primary areas of expertise include community engagement, comprehensive planning, and land use analysis. Prior to joining Bolton & Menk, Robin spent 21 years between Metropolitan Council and Metro Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects. Robin uses her expertise in listening to project partners and community stakeholders and communicating technical information to ensure there is clear understanding by all parties of project needs, purpose, benefits, and impacts.

## Experience

- TH371 Corridor Study, MnDOT District 3
- Comprehensive Plan Update, Crow Wing County, MN
- Historic Preservation Design, City of St. Cloud, MN
- Central Corridor (METRO Green Line), Metro Transit\*



**Sarah Swedburg**  
Economic  
Development Lead &  
Engagement Support

## Summary

Sarah is a planner at Bolton & Menk who began her career in 2017. She is responsible for short- and long-term planning needs for our clients. Whether it's a land use application like a rezoning or a conditional use permit, a corridor study, or a comprehensive plan, she takes pride in her work. Sarah's area of expertise lies in rural planning and community development. She is passionate about helping communities navigate the world of planning and enjoys seeing the positive impact from inclusive engagement and infrastructure design.

## Experience

- Countywide Housing Study, Redwood County, Minnesota
- Economic Development Strategy Plan, Kandiyohi County, MN\*
- Main Street Strategic Plan, City of Willmar, MN\*

\*Completed While With a Former Employer