



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

Thursday, May 28, 2026  
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 28, 2026 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 19, 2026 special meeting.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$940.13

PUBLIC HEARING

3. Conduct a public hearing to consider approval of a Purchase and Development Agreement with and conveyance of property to the Itasca County HRA

BUSINESS

4. Consider adopting a resolution accepting low bid and entering into a contract with TNT Construction Group for the Crystal Lake Estates Second Addition Demolition and Utility Project in the amount of \$583,800.
5. Consider approval of a proposal from LHB for TIF analysis of the buildings at 533 and 900 NW 4th St.
6. Consider approval of a general engineering professional services agreement with Short Elliot Hendrickson (SEH) for 2026
7. Consider a request from Eclipse Building Partners for a temporary forbearance of loan payments.

UPDATES

ADJOURN

MEMBERS & TERMS

Molly MacGregor - 12/31/2026 Council Representative

Tom Sutherland - 12/31/2026 Council Representative

Wayne Bruns - 3/1/31

Sholom Blake - 3/1/31

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/29

Jean MacDonell - 3/1/30



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING-SPECIAL MEETING MINUTES

Tuesday, May 19, 2026  
3:30 PM

## CALL TO ORDER

President Blake called the meeting to order at 3:30 p.m.

## CALL OF ROLL

### PRESENT:

President Sholom Blake  
Commissioner Wayne Bruns  
Commissioner Bill Martinetto  
Commissioner Jean MacDonell  
Commissioner Tom Sutherland  
Commissioner Molly MacGregor

### ABSENT:

Commissioner Al Hodnik

### STAFF:

Rob Mattei  
Aurimy Groom

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 April 15, 2026 special meeting.

Motion by Commissioner Martinetto, second by Commissioner Sutherland to approve the minutes from the April 15, 2026 special meeting. The following voted in favor thereof: Sutherland, MacDonell, Martinetto, Blake, MacGregor, Blake. Opposed: None, motion passed unanimously.

## APPROVE CLAIMS

2. Consider approval of claims in the amount of \$61,780.49.

Consider approval of claims in the amount of \$61,780.49. The following voted in favor thereof: Bruns, MacGregor, Blake, Martinetto, MacDonell, Sutherland. Opposed: None, motion passed unanimously.

## BUSINESS

- 3. Consider entering into an Agreement with The Pines LLC for the temporary use of GREDA property for a downtown event.

The Pines requested the use of the vacant lot owned by the GREDA for a downtown block party to mark their first year in business. This will be held Saturday, June 27, 2026 and will also feature live entertainment and local vendors.

Motion by Commissioner Martinetto, second by Commissioner Sutherland to enter into an Agreement with The Pines LLC for the temporary use of GREDA property for a downtown event. The following voted in favor thereof: Sutherland, MacDonell, Martinetto, Blake, MacGregor, Bruns. Opposed: None, motion passed unanimously.

- 4. Consider entering into a professional engineering services agreement with Bolton & Menk in connection with the GREDA TH2 West Redevelopment Project (former Itasca Farm Service Co-op) demolition project.

An RFP was issued for the preparation of plans and bidding documents, administering the bidding process and construction administration for the GREDA TH2 West Redevelopment Project. Staff reviewed the proposal received and is recommending entering into an agreement with Bolton & Menk for a fee not to exceed \$106,575.00.

Motion by Commissioner MacDonell, second by Commissioner Martinetto to enter into a professional engineering services agreement with Bolton & Menk in connection with the GREDA TH 2 West Redevelopment Project (former Itasca Farm Service Co-op) demolition project. The following voted in favor thereof: Bruns, MacGregor, Blake, Martinetto, MacDonell, Sutherland. Opposed: None, motion passed unanimously.

- 5. Consider adopting a resolution approving a loan agreement with the Minnesota Dept. of Employment and Economic Development (DEED) and providing for the issuance of a revenue bond

GREDA proposes to issue a Taxable Revenue Bond in the amount of \$420,000 which will be purchased by DEED and paid primarily from the pledge of abatements from the City's \$420,000 bond. the resolution approves the loan agreement with DEED and authorizes the President and Executive Director to execute it and directs officers and employees to implement it.

Motion by Commissioner MacGregor, second by Commissioner Martinetto to adopt resolution 26-03 approving a loan agreement with the Minnesota Department of Employment and Economic Development (DEED) and providing for the issuance of a revenue bond. The following voted in favor thereof: Bruns, MacGregor, Blake, Martinetto, MacDonell, Sutherland. Opposed: None, motion passed unanimously.

**ADJOURN**

There being no further business the meeting adjourned at 3:40 p.m.

**MEMBERS & TERMS**

- Molly MacGregor - 12/31/2026 Council Representative
- Tom Sutherland - 12/31/2026 Council Representative
- Wayne Bruns - 3/1/31
- Sholom Blake - 3/1/31

Al Hodnik - 3/1/27  
Bill Martinetto - 3/1/29  
Jean MacDonell - 3/1/30

**GRAND RAPIDS EDA BILL LIST - MAY 28, 2026  
DEPARTMENT SUMMARY REPORT**

**EDA**

GRAND RAPIDS HERALD REVIEW 371.45

**TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 371.45**

**CHECKS ISSUED-PRIOR APPROVAL**

PUBLIC UTILITIES COMMISSION	EDA/ADMIN BLDG/APR26-E	\$	147.78
PUBLIC UTILITIES COMMISSION	EDA/ADMIN BLDG/SWU/APR26-E	\$	98.14
PUBLIC UTILITIES COMMISSION	EDA/FARM SVC/SWU/MAR26-E	\$	84.04
PUBLIC UTILITIES COMMISSION	EDA/KENT PROP&SHOP/APR26 -E	\$	104.78
VISA	MARCH, 2026	\$	133.94
VISA	APRIL, 2026	\$	88.96

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 568.68**

**TOTAL ALL DEPARTMENTS: \$ 940.13**



## REQUEST FOR GRAND RAPIDS EDA ACTION

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**AGENDA DATE:** May 28, 2026

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

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

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### BACKGROUND:

On March 27, 2025, GREDA entered into a Preliminary Development Agreement with the Itasca County Housing and Redevelopment Authority (ICHRA) based upon their interest in purchasing the former ISD #318 Admin. Building site at 802 NW 1<sup>st</sup> Ave. (Site) from GREDA to develop housing.

As we've discussed, the ICHRA wishes to continue the success of its collaboration with GREDA in the development of owner-occupied single-family homes in the community land trust model, which began with their purchase and development of 16 homes in GREDA's Forest Lake Addition.

GREDA's recently established subdivision of Crystal Lake Estates Second Addition, created 8 new single-family residential lots upon the Site.

The total purchase price of the 8 lots, as described in the 3/1/24 ICHRA Letter of Intent is \$80,000.00. This price represents a majority of the GREDA cost to purchase the site from ISD #318 and contributes to the affordability of the homes. The closing for this conveyance will occur no later than August 10, 2026.

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 the Itasca County Housing and Redevelopment Authority.

**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 Itasca County Housing and Redevelopment Authority.

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 Crystal Lake Estates Second 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 28th day of May 2026.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Legal Description of Authority Property**

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, CRYSTAL LAKE ESTATES SECOND ADDITION, 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:  
City of Grand Rapids, Minnesota  
420 N. Pokegama Ave.  
Grand Rapids, Minnesota 55744

## PURCHASE AND DEVELOPMENT AGREEMENT

1. **Parties.** This Purchase and Development Agreement (this “Agreement”) is made on the \_\_\_\_ of \_\_\_\_\_, 2026 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 1-8, Block 1, Crystal Lake Estates Second 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 \$10,000 (TEN-THOUSAND and 00/100 dollars), for a total purchase price of \$80,000 (EIGHTY THOUSAND 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 August 10, 2026, 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, 2028. 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 on 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 re-vesting 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 \_\_\_\_\_ 2026, 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



**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 1-8, Block 1, Crystal Lake Estates Second 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 \_\_\_\_\_, 2026, recorded \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026, 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:

City of Grand Rapids, Minnesota  
420 N. Pokegama  
Grand Rapids, Minnesota 55744

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.]*





## REQUEST FOR GRAND RAPIDS EDA ACTION

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**AGENDA DATE:** May 28, 2026

**STATEMENT OF ISSUE:** Consider adopting a resolution accepting low bid and entering into a contract with TNT Construction Group for the Crystal Lake Estates Second Addition Demolition and Utility Project in the amount of \$583,800.

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

---

### BACKGROUND:

The GREDA recently advertised and received six bids for this project. The project includes the demolition of the former ISD 318 Administration building and parking area along with the extension of sanitary sewer and water to eight single family home sites. The six bids received are summarized below:

<u>Contractor</u>	<u>Base Bid</u>
TNT Construction Group, LLC	\$583,800.00
Hosier Worldwide	\$670,468.97
Casper Construction	\$676,000.00
Northern Contracting	\$744,390.66
Rachel Contracting	\$764,177.34
Bougalis & Sons	\$878,971.50
Engineer's Estimate	\$778,305.00

**REQUIRED ACTION:** Make a motion to adopt a resolution accepting low bid and entering into a contract with TNT Construction Group for the Crystal Lake Estates Second Addition Demolition and Utility Project in the amount of \$583,800.

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

GRAND RAPIDS ECONOMIC DEVLEOPMENT AUTHORITY  
RESOLUTION NO. 26-\_\_

A RESOLUTION ACCEPTING BID FOR  
CRYSTAL LAKE ESTATES SECOND ADDITION DEMOLITION AND UTILITY PROJECT

WHEREAS, pursuant to an advertisement for Crystal Lake Estates Second Addition Demolition and Utility Project which includes the demolition of the building and parking lot and the extension of sanitary sewer and water to eight single family home sites. Bids were received, opened, and tabulated according to law, the following bids listed comply with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>
TNT Construction Group, LLC	\$583,800.00
Hosier Worldwide	\$670,468.97
Casper Construction	\$676,000.00
Northern Contracting	\$744,390.66
Rachel Contracting	\$764,177.34
<u>Bougalis &amp; Sons</u>	<u>\$878,971.50</u>
Engineer's Estimate	\$778,305.00

WHEREAS, the Authority is recommending the Base Bid be awarded to TNT Construction Group, LLC.;

WHEREAS, it appears that Contractor is a responsible bidder, and;

NOW, THEREFORE, BE IT RESOLVED, by the Grand Rapids Economic Development Authority, Grand Rapids, Itasca County, Minnesota, the President and Executive Director are hereby authorized and directed to enter into a contract with TNT Construction Group, LLC., in the name of the Grand Rapids Economic Development Authority, for Crystal Lake Estates Second Addition Demolition and Utility Project for a total contract amount of \$583,800 in accordance to the plans and specifications therefore approved by the Grand Rapids Economic Development Authority and on file in the Office of the Executive Director.

Adopted by the Board of Commissioners of the Grand Rapids Economic Development Authority this 28<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Commissioner \_\_\_\_\_ 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.



Real People. Real Solutions.

May 19, 2026

Grand Rapids Economical Development Authority  
Rob Mattei, Director of Community Development  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
[rmattei@grandrapidsmn.gov](mailto:rmattei@grandrapidsmn.gov)

RE: Crystal Lake Estates Second Addition Demolition and Utility Project  
Grand Rapids Economic Development Authority  
BMI Project No. 26X.143040

Dear Mr. Mattei,

Bids were received and opened electronically through QuestCDN via Microsoft Teams on Tuesday, May 19, 2026 at 10:00am for the project referenced above. Six (6) bids were received, and the results of the bids are tabulated below:

Crystal Lake Estates Second Addition Demolition and Utility Project	
<i>Contractor</i>	<i>Bid Amount</i>
<b>TNT Construction Group, LLC</b>	<b>\$583,800.00</b>
Hosier Worldwide, Inc.	\$670,468.97
Casper Construction, Inc.	\$676,000.00
Northern Contracting LLC	\$744,390.66
Rachel Contracting, LLC	\$764,177.34
Bougalis & Sons	\$878,971.50
<i>Engineer's Estimate</i>	<i>\$778,305.00</i>

The lowest bidder for the project is TNT Construction Group, LLC from Grand Rapids, Minnesota. The bid is approximately 25% below the Engineer's Estimate. The next lowest bid is 15% above the lowest bid. A detailed bid abstract of all the bids and the engineer's estimate is attached for your review.

Based on past performance on similar projects in previous years, it is our opinion that TNT Construction Group, LLC, is qualified to perform the work required under this contract. We hereby recommend TNT Construction Group, LLC. be awarded the contract based on the bid contract amount of \$583,800.00. Please keep their attached submitted documents for your records.

Sincerely,

**Bolton & Menk, Inc.**

**Kory Johnson, PE**  
Project Manager

Enclosure

## BID FORMS

Crystal Lake Estates Second Addition Demolition and Utility Project  
26X.143040.000

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Grand Rapids Economic Development Authority, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 This bid form is provided for Bidders reference. The Bid must be submitted to Grand Rapids Economic Development Authority electronically through QuestCDN.
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Required Bidder Qualification Statement with supporting data.

### ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
- 3.02 Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
  - A. Bidder acknowledges that:
    1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
    2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

### ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

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5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum No. 1	5/13/2026
Addendum No. 2	5/15/2026

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies,

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or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 Bidder's Certifications

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. By signing this Bid, Bidder certifies under oath that Bidder is in compliance with each of the minimum criteria listed in Minnesota Statute § 16C.285 Subdivision 3, with the exception of clause (7) "RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED", at the time of submitting this bid. Bidder acknowledges that if Bidder's certification is later found to be false, it may result in the termination of a construction contract that has already been awarded. Bidder also acknowledges that Owner is not liable for declining

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to award a contract or terminating a contract based on a reasonable determination that the contractor falsely verified that it meets the minimum criteria.

BIDDER hereby submits this Bid as set forth above:

Bidder:

TNT Construction Group LLC

(typed or printed name of organization)

By:

Janet Hammerlund, President

(individual's signature)

Name: Janet Hammerlund

(typed or printed)

Title: President

(typed or printed)

Date: 5/19/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Paige Flood

(individual's signature)

Name: Paige Flood

(typed or printed)

Title: Accounts Receivable

(typed or printed)

Date: 5/19/26

(typed or printed)

Address for giving notices:

40 County Road 63

Grand Rapids, MN 5574

Bidder's Contact:

Name: Dominic Ellison

(typed or printed)

Title: Project Manager

(typed or printed)

Phone: 218-326-4184

Email: dominic@tnt-cg.com

Address:

40 County Road 63

Grand Rapids, MN 55744

Bidder's Contractor License No.: (if applicable) IR2025-712018

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Grand Rapids EDA - 26X.143040.000

April 2026

BID FORMS

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**BIDDING SCHEDULE**

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume

CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)

(P)=Planned Quantity Basis of Measurement

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
<b>BASE BID</b>							
1	2021.501	MOBILIZATION		1	LS		
2	2101.501	CLEARING AND GRUBBING		1	LS		
3	2103.501	BUILDING REMOVAL		1	LS		
4	2104.501	REMOVE ELECTRICAL WIRING		1	LS		
5	2104.502	REMOVE SIGN		4	EA		
6	2104.502	REMOVE DRAINAGE STRUCTURE		1	EA		
7	2104.502	REMOVE CANOPY		1	EA		
8	2104.503	REMOVE FENCE		130	LF		
9	2104.503	REMOVE SEWER PIPE (SANITARY)		10	LF		
10	2104.503	REMOVE SEWER PIPE (STORM)	(5)	85	LF		
11	2104.503	REMOVE WATERMAIN		117	LF		
12	2104.503	REMOVE CURB & GUTTER		663	LF		
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		32	SY		
14	2104.504	REMOVE BITUMINOUS PAVEMENT		4178	SY		
15	2104.518	REMOVE CONCRETE WALK		368	SY		
16	2104.601	REMOVE ASBESTOS MATERIAL		1	LS		
17	2104.601	REMOVE REGULATED WASTE MATERIAL		1	LS		
18	2106.507	EXCAVATION - COMMON (P)	(1)	528	CY		
19	2106.507	COMMON EMBANKMENT (CV)	(1)	5370	CY		
20	2211.507	AGGREGATE BASE (CV) CLASS 5	(1)	75	CY		
21	2360.504	BITUMINOUS PATCH	(1)	282	SY		
22	2503.503	8" PVC PIPE SEWER		324	LF		
23	2503.602	8" X 4" PVC WYE		8	EA		
24	2503.602	4" PVC PIPE DRAIN CLEANOUT		8	EA		
25	2503.602	CONNECT TO EXISTING SANITARY SEWER PIPE		1	EA		
26	2506.602	48" DIA SANITARY SEWER MANHOLE		4	EA		
27	2504.602	CONNECT TO EXISTING WATERMAIN		1	EA		
28	2504.602	HYDRANT (8.5' BURY)		1	EA		
29	2504.602	1" CORPORATION STOP & SADDLE		7	EA		

**BIDDING SCHEDULE**

**REVISED 5-15-26**

Item 4.

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

ONLY ONE BIDDING SCHEDULE from each BIDDER shall be considered for the project. When more than one BIDDING SCHEDULE from an individual BIDDER is received only the last submittal meeting the bidding requirements shall be considered and all other copies shall be left unopened.

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

- CY (LV) = Cubic Yards, Loose Volume
- CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
- (P)=Planned Quantity Basis of Measurement

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
30	2504.602	1" CURB STOP & BOX		8	EA		
31	2504.603	1" TYPE K COPPER PIPE		505	LF		
32	2504.603	6" WATERMAIN DUCTILE IRON CL 52		3	LF		
33	2521.518	4" CONCRETE WALK		1762	SF		
34	2531.503	CONCRETE CURB & GUTTER - MOUNTABLE MODIFIED		54	LF		
35	2563.601	TRAFFIC CONTROL		1	LS		
36	2565.602	EQUIPMENT PAD	(4)	2	EA		
37	2565.603	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	(3)(4)	624	LF		
38	2573.501	STABILIZED CONSTRUCTION EXIT		1	LS		
39	2573.501	TEMPORARY EROSION CONTROL		1	LS		
40	2573.502	STORM DRAIN INLET PROTECTION		4	EA		
41	2573.503	SILT FENCE, TYPE MS		1176	LF		
42	2575.501	TURF RESTORATION	(2)	1	LS		
<b>BASE BID TOTAL:</b>							

NOTES:

- (1) QUANTITY IS STRICTLY AN ESTIMATE AND MAY BE INCREASED OR DECREASED BY ANY AMOUNT WITHOUT ENTITLEMENT TO A CHANGE IN THE UNIT BID
- (2) ITEM INCLUDES ALL TOPSOIL, MULCH, FERTILIZER, AND SEED ASSOCIATED WITH ESTABLISHING TURF. 50% PAID AT APPLICATION. 50% PAID AT TURF ACCEPTANCE
- (3) ITEM INCLUDES INSTALLATION OF 1-1/4" PRIMARY POWER CABLE WITHIN THE CONDUIT
- (4) ALL MATERIAL WILL BE SUPPLIED BY GRAND RAPIDS PUBLIC UTILITIES
- (5) ITEM INCLUDES PLUG & FILL EACH END OF ABANDONED SEWER PIPE (STORM)



12/22/2025

TNT Construction Group LLC DBA (if applicable):  
40 County Road 63  
Grand Rapids, MN 55744

### Certificate of Construction Contractor Registration

**Contractor Name:** TNT Construction Group LLC  
**Contractor DBA (if applicable):**  
**Contractor Registration Number:** IR2025-712018  
**Effective Date:** 01/01/2026  
**Expiration Date:** 12/31/2027



TNT CONSTRUCTION GROUP, LLC  
ACTION OF MEMBERS AND BOARD OF GOVERNORS  
TAKEN IN WRITING IN LIEU OF MEETING

The undersigned, being all of the Members and Board of Governors of TNT Construction Group, LLC (the "Company"), a Minnesota limited liability company, acting pursuant to the provisions of Minnesota Statutes Chapter 322C, adopts in writing the following resolutions effective January 3, 2025:

CONFORMANCE WITH CHAPTER 322C

WHEREAS, the Company was original formed as a limited liability company under Minnesota Statute 3228 on July 15, 2010; and

WHEREAS, the State of Minnesota has determined that all limited liability companies are required to adopt into the Minnesota Revised Uniform Limited Liability Company Act, Chapter 322C of the Minnesota statutes, as of January 3, 2025;

Therefore, it is:

RESOLVED, that the Company adopts to be governed under the Minnesota Revised Uniform Limited Liability Company Act, Chapter 322C (the "Act"), effective January 3, 2025;

FURTHER RESOLVED, that under such Act the Company shall continue to be Board and Manager managed pursuant to Section 322C.0407 of the Act.

ELECTION OF BOARD AND OFFICERS

WHEREAS, the Act requires management of the LLC to be determined and one or more natural persons exercising the management function; it is

RESOLVED, that Janet M Hammerlund and Sonny A Hammerlund shall be the Board of Governors of the Company. They will continue to hold such offices until they resign or are otherwise replaced. There shall always be at least two Board Members.

RESOLVED FURTHER, that Janet M Hammerlund be elected President of the Company, that Sonny A Hammerlund be elected Vice President and Secretary/Treasurer of the Company, and that Sally A Fox be elected Secretary and CFO of the Company. Each officer of the Company will hold such positions until such time as they resign or are otherwise replaced by the Members of the Company.

RATIFICATION OF ACTIVITIES

RESOLVED, that all actions taken on behalf of the Company by its managers or its members, as individuals prior to the date hereof be, and the same hereby are, in all respects, ratified and approved.

RESOLVED, that the aforesaid resolutions shall be effective January 3, 2025.

  
Janet M Hammerlund, Governor

  
Sonny A Hammerlund, Governor

MEMBERS:

Janet M. Hammerlund Trust  
u/a/d 8/7/12

  
Janet M Hammerlund, Trustee

  
Sonny A Hammerlund, Member

Section 5.03 Transfer of Membership Interests. Membership interests in the Company may be transferred only to the extent permitted by law and subject to any member control agreement.

### MISCELLANEOUS

Section 6.01 Execution of Instruments. Subdivision I. All deeds, mortgages, bonds, checks, contracts and other instruments pertaining to the business and affairs of the Company shall be signed on behalf of the Company by the Chief Manager, or the President, or any Vice President, or Secretary, or by such other person or persons as may be designated from time to time by the Board of Governors.

Subdivision 2. If a document must be executed by a person holding different positions or functions and one person holds such positions or exercises such functions, that person may execute the document in more than one capacity if the document indicates each such capacity.

Section 6.02 Advances. The Company may, without a vote of the governors, advance money to its governors, managers or employees to cover expenses that can reasonably be anticipated to be incurred by them in the performance of their duties and for which they would be entitled to reimbursement in the absence of an advance.

Section 6.03 Company Seal. The seal of the Company, if any, shall be circular embossed seal having inscribed thereon the name of the Company and the following words:

"Limited Liability Company Seal Minnesota".


Section 6.04 Fiscal Year. The fiscal year of the Company shall be determined by the Board of Governors.

Section 6.05 Construction. This Operating Agreement is subject to the terms of any member control agreement from time to time in effect and to the extent inconsistent the member control agreement shall be controlling.

Section 6.06 Amendments. The Board of Governors shall have the power to adopt, amend or repeal the Operating Agreement of the Company, subject to the power of the members to change or repeal the same, provided, however, that the Board shall not adopt, amend or repeal any Section fixing a quorum for meetings of members, prescribing procedures for removing governors or filling vacancies in the Board, or fixing the number of governors or their classifications, qualifications or terms of office, but may adopt or amend a Section that increases the number of governors.

Effective as of July 18, 2025

Certified by:

  
Janet M Hammerlund, President

# BIDDERS QUALIFICATIONS

## GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: TNT Construction Group LLC  
40 County Road 63  
Grand Rapids, MN 55744

Number of years as a Contractor in construction work of this type: 16

Names and titles of all officers of Contractor's firm: Janet Hammerlund, President; Sonny Hammerlund, Vice-President; Sa

SUBMIT a list of three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

## EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer or supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Plant Mix Bituminous
- Aggregates

\*\*\*\*END OF SECTION\*\*\*\*



Three jobs for Resume:

Job # 1

- Name, address, and telephone number of owner.
  - City of Virginia, 327 First Street S, Virginia, MN 55792 (218)748-7500
- Name of project
  - Virginia House Demolition & Virginia Public Safety Facility
- Location of project.
  - 1004 2<sup>nd</sup> Ave S, Virginia, MN 55792
- Brief description of the work involved.
  - Demo/Site work/earth work
- Contract amount
  - \$1,006,008.00
- Date of completion of contract
  - 4/31/2024
- Name, address and telephone number of architect or engineer.
  - Kraus-Anderson Construction Co, 206 Beltrami Ave, Bemidji, MN 56601 (218)333-6582
- Name of owner's project engineer.
  - Patrick Weerts

Job # 2

- Name, address, and telephone number of owner.
  - City of Cohasset, 305 NW 1<sup>st</sup> Ave, Cohasset, MN 55721 (218)328-6225
- Name of project
  - Cohasset Blackwater development
- Location of project.
  - Old Mill Road, Cohasset, MN 55721
- Brief description of the work involved.
  - Site work/earth work
- Contract amount
  - \$3,481,043.00



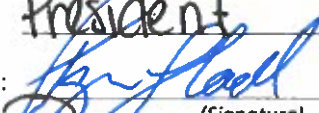



- Date of completion of contract
  - 8/31/2026
- Name, address and telephone number of architect or engineer.
  - ICS, 521 Charles Street, Suite 102, Brainerd, MN 56401 (218)251-0267
- Name of owner's project engineer.
  - Spencer Lake

Job # 3

- Name, address, and telephone number of owner.
  - City of Effie, P.O. Box 129, Effie, MN 56639 (218)556-9578
- Name of project
  - Effie School demo and redevelopment
- Location of project.
  - NE St & HWY1, Effie, MN 56639
- Brief description of the work involved.
  - Demolition & clean up
- Contract amount
  - \$121,800.00
- Date of completion of contract
  - 9/18/2026
- Name, address and telephone number of architect or engineer.
  - N/A
- Name of owner's project engineer.
  - N/A

### BID SECURITY FORM

<b>Bidder</b> Name: TNT Construction Group, LLC Address (principal place of business): 40 County Road 63, Grand Rapids, MN 55744	<b>Surety</b> Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056
<b>Owner</b> Name: Grand Rapids Economic Development Authority Address (principal place of business): 420 N. Pokegama Avenue Grand Rapids, MN 55744	<b>Bid</b> Project (name and location): Crystal Lake Estates Second Addition Demolition and Utility Project - Grand Rapids, MN  Bid Due Date: 10:00AM, May 19 <sup>th</sup> , 2026
<b>Bond</b> 59395-ZUR-26-38 Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: May 19, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> TNT Construction Group, LLC <i>(Full formal name of Bidder)</i>	<b>Surety</b> Fidelity and Deposit Company of Maryland <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i> Name: Janet Hammerlund <i>(Printed or typed)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i> Name: Joanne Czapinski <i>(Printed or typed)</i>
Title: President	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i> Name: Targe Flood <i>(Printed or typed)</i>	Attest:  <i>(Signature)</i> Name: John B. O'Keefe <i>(Printed or typed)</i>
Title: Accounts Receivable	Title: Attorney-in-Fact
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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April 2026

BID SECURITY FORM

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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April 2026

BID SECURITY FORM

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ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John B. O'KEEFE, Joanne CZLAPINSKI, Olivia SPADA, Rebecca E. JOHNSON, Kimberly A. FITZGERALD, Michael TEDONE of Hartford, Connecticut, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2026.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Thomas O. McClellan*

By: *Thomas O. McClellan*  
Vice President

*Daniel Lutes*

By: *Daniel Lutes*  
Secretary

State of Maryland  
County of Baltimore

On this 15th day of January, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of May, 2026.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

# ABSTRACT OF BIDS

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

BID DATE: 5/19/2026  
 TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		<sup>1</sup> TNT Construction Group, LLC. Grand Rapids, MN		<sup>2</sup> Hosier Worldwide, Inc. Deer River, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID</b>											
1	2021.501	MOBILIZATION		1	LS	\$50,000.00	\$50,000.00	\$52,088.67	\$52,088.67	\$16,425.00	\$16,425.00
2	2101.501	CLEARING AND GRUBBING		1	LS	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00
3	2103.501	BUILDING REMOVAL		1	LS	\$175,000.00	\$175,000.00	\$204,000.00	\$204,000.00	\$183,169.00	\$183,169.00
4	2104.501	REMOVE ELECTRICAL WIRING		1	LS	\$2,000.00	\$2,000.00	\$2,350.00	\$2,350.00	\$0.01	\$0.01
5	2104.502	REMOVE SIGN		4	EA	\$45.00	\$180.00	\$25.00	\$100.00	\$0.01	\$0.04
6	2104.502	REMOVE DRAINAGE STRUCTURE		1	EA	\$700.00	\$700.00	\$300.00	\$300.00	\$100.00	\$100.00
7	2104.502	REMOVE CANOPY		1	EA	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$0.01	\$0.01
8	2104.503	REMOVE FENCE		130	LF	\$16.00	\$2,080.00	\$6.00	\$780.00	\$3.00	\$390.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)		10	LF	\$12.00	\$120.00	\$30.00	\$300.00	\$7.00	\$70.00
10	2104.503	REMOVE SEWER PIPE (STORM)	(5)	85	LF	\$20.00	\$1,700.00	\$26.00	\$2,210.00	\$92.00	\$7,820.00
11	2104.503	REMOVE WATERMAIN		117	LF	\$12.00	\$1,404.00	\$32.50	\$3,802.50	\$10.00	\$1,170.00
12	2104.503	REMOVE CURB & GUTTER		663	LF	\$8.00	\$5,304.00	\$1.70	\$1,127.10	\$1.25	\$828.75
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		32	SY	\$15.00	\$480.00	\$15.00	\$480.00	\$11.00	\$352.00
14	2104.504	REMOVE BITUMINOUS PAVEMENT		4178	SY	\$5.30	\$22,143.00	\$1.40	\$5,849.20	\$2.40	\$10,027.20
15	2104.518	REMOVE CONCRETE WALK		368	SY	\$3.00	\$1,104.00	\$5.25	\$1,932.00	\$5.00	\$1,840.00
16	2104.601	REMOVE ASBESTOS MATERIAL		1	LS	\$100,000.00	\$100,000.00	\$5,600.00	\$5,600.00	\$4,972.00	\$4,972.00
17	2104.601	REMOVE REGULATED WASTE MATERIAL		1	LS	\$75,000.00	\$75,000.00	\$6,800.00	\$6,800.00	\$7,650.00	\$7,650.00
18	2106.507	EXCAVATION - COMMON (P)	(1)	528	CY	\$28.00	\$14,792.00	\$0.01	\$5.28	\$5.00	\$2,640.00
19	2106.507	COMMON EMBANKMENT (CV)	(1)	5,370	CY	\$18.00	\$96,661.00	\$10.50	\$56,385.00	\$24.00	\$128,880.00
20	2211.507	AGGREGATE BASE (CV) CLASS 5	(1)	75	CY	\$30.00	\$2,250.00	\$62.75	\$4,706.25	\$67.00	\$5,025.00
21	2360.504	BITUMINOUS PATCH	(1)	282	SY	\$70.00	\$19,740.00	\$43.25	\$12,196.50	\$68.60	\$19,345.20
22	2503.503	8" PVC PIPE SEWER		324	LF	\$76.00	\$24,624.00	\$85.00	\$27,540.00	\$72.00	\$23,328.00
23	2503.602	8" X 4" PVC WYE		8	EA	\$340.00	\$2,720.00	\$600.00	\$4,800.00	\$1,580.00	\$12,640.00
24	2503.602	4" PVC PIPE DRAIN CLEANOUT		8	EA	\$390.00	\$3,120.00	\$840.00	\$6,720.00	\$1,410.00	\$11,280.00
25	2503.602	CONNECT TO EXISTING SANITARY SEWER PIPE		1	EA	\$2,400.00	\$2,400.00	\$1,450.00	\$1,450.00	\$2,750.00	\$2,750.00
26	2506.602	48" DIA SANITARY SEWER MANHOLE		4	EA	\$6,250.00	\$25,000.00	\$7,175.00	\$28,700.00	\$7,430.00	\$29,720.00
27	2504.602	CONNECT TO EXISTING WATERMAIN		1	EA	\$2,300.00	\$2,300.00	\$1,420.00	\$1,420.00	\$3,830.00	\$3,830.00
28	2504.602	HYDRANT (8.5' BURY)		1	EA	\$7,300.00	\$7,300.00	\$7,775.00	\$7,775.00	\$14,060.00	\$14,060.00
29	2504.602	1" CORPORATION STOP & SADDLE		7	EA	\$860.00	\$6,020.00	\$1,115.00	\$7,805.00	\$1,230.00	\$8,610.00
30	2504.602	1" CURB STOP & BOX		8	EA	\$750.00	\$6,000.00	\$705.00	\$5,640.00	\$1,070.00	\$8,560.00
31	2504.603	1" TYPE K COPPER PIPE		505	LF	\$55.00	\$27,775.00	\$94.00	\$47,470.00	\$74.00	\$37,370.00
32	2504.603	6" WATERMAIN DUCTILE IRON CL 52		3	LF	\$105.00	\$315.00	\$160.00	\$480.00	\$790.00	\$2,370.00
33	2521.518	4" CONCRETE WALK		1762	SF	\$9.00	\$15,858.00	\$7.25	\$12,774.50	\$8.00	\$14,096.00
34	2531.503	CONCRETE CURB & GUTTER - MOUNTABLE MODIFIED		54	LF	\$42.00	\$2,268.00	\$50.00	\$2,700.00	\$95.00	\$5,130.00
35	2563.601	TRAFFIC CONTROL		1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$4,275.00	\$4,275.00
36	2565.602	EQUIPMENT PAD	(4)	2	EA	\$2,200.00	\$4,400.00	\$2,400.00	\$4,800.00	\$2,665.00	\$5,330.00

**ABSTRACT OF BIDS**

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

BID DATE: 5/19/2026  
 TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	Engineer's Estimate Bolton & Menk, Inc.		<sup>1</sup> TNT Construction Group, LLC. Grand Rapids, MN		<sup>2</sup> Hosier Worldwide, Inc. Deer River, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	2565.603	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	(3)(4)	624	LF	\$13.00	\$8,112.00	\$23.00	\$14,352.00	\$32.50	\$20,280.00
38	2573.501	STABLIZED CONSTRUCTION EXIT		1	LS	\$7,000.00	\$7,000.00	\$1,225.00	\$1,225.00	\$2,800.00	\$2,800.00
39	2573.501	TEMPORARY EROSION CONTROL		1	LS	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
40	2573.502	STORM DRAIN INLET PROTECTION		4	EA	\$200.00	\$800.00	\$125.00	\$500.00	\$150.00	\$600.00
41	2573.503	SILT FENCE, TYPE MS		1176	LF	\$5.00	\$5,880.00	\$4.75	\$5,586.00	\$6.26	\$7,361.76
42	2575.501	TURF RESTORATION	(2)	1	LS	\$32,255.00	\$32,255.00	\$31,250.00	\$31,250.00	\$61,374.00	\$61,374.00
<b>BASE BID TOTAL:</b>						<b>\$778,305.00</b>		<b>\$583,800.00</b>		<b>\$670,468.97</b>	

- NOTES:
- QUANTITY IS STRICTLY AN ESTIMATE AND MAY BE INCREASED OR DECREASED BY ANY AMOUNT WITHOUT ENTITLEMENT TO A CHANGE IN THE UNIT BID
  - (1) ITEM INCLUDES ALL TOPSOIL, MULCH, FERTILIZER, AND SEED ASSOCIATED WITH ESTABLISHING TURF. 50% PAID AT APPLICATION. 50% PAID AT TURF ACCEPTANCE
  - (2) ITEM INCLUDES INSTALLATION OF 1-1/4" PRIMARY POWER CABLE WITHIN THE CONDUIT
  - (4) ALL MATERIAL WILL BE SUPPLIED BY GRAND RAPIDS PUBLIC UTILITIES
  - (5) ITEM INCLUDES PLUG & FILL EACH END OF ABANDONED SEWER PIPE (STORM)

**ABSTRACT OF BIDS**

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Item 4.

BID DATE: 5/19/2026  
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ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	3 Casper Construction, Inc. Grand Rapids, MN		4 Northern Contracting, LLC Grand Rapids, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID</b>									
1	2021.501	MOBILIZATION		1	LS	\$33,143.00	\$33,143.00	\$75,923.43	\$75,923.43
2	2101.501	CLEARING AND GRUBBING		1	LS	\$3,000.00	\$3,000.00	\$1,333.33	\$1,333.33
3	2103.501	BUILDING REMOVAL		1	LS	\$200,000.00	\$200,000.00	\$197,714.29	\$197,714.29
4	2104.501	REMOVE ELECTRICAL WIRING		1	LS	\$5,800.00	\$5,800.00	\$1,454.55	\$1,454.55
5	2104.502	REMOVE SIGN		4	EA	\$60.00	\$240.00	\$72.73	\$290.92
6	2104.502	REMOVE DRAINAGE STRUCTURE		1	EA	\$175.00	\$175.00	\$606.06	\$606.06
7	2104.502	REMOVE CANOPY		1	EA	\$350.00	\$350.00	\$1,212.12	\$1,212.12
8	2104.503	REMOVE FENCE		130	LF	\$5.00	\$650.00	\$9.70	\$1,261.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)		10	LF	\$58.00	\$580.00	\$43.64	\$436.40
10	2104.503	REMOVE SEWER PIPE (STORM)	(5)	85	LF	\$17.00	\$1,445.00	\$26.67	\$2,266.95
11	2104.503	REMOVE WATERMAIN		117	LF	\$15.00	\$1,755.00	\$26.67	\$3,120.39
12	2104.503	REMOVE CURB & GUTTER		663	LF	\$2.00	\$1,326.00	\$9.70	\$6,431.10
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		32	SY	\$11.00	\$352.00	\$14.55	\$465.60
14	2104.504	REMOVE BITUMINOUS PAVEMENT		4178	SY	\$2.25	\$9,400.50	\$4.73	\$19,761.94
15	2104.518	REMOVE CONCRETE WALK		368	SY	\$4.75	\$1,748.00	\$9.70	\$3,569.60
16	2104.601	REMOVE ASBESTOS MATERIAL		1	LS	\$6,500.00	\$6,500.00	\$6,590.91	\$6,590.91
17	2104.601	REMOVE REGULATED WASTE MATERIAL		1	LS	\$9,500.00	\$9,500.00	\$8,500.00	\$8,500.00
18	2106.507	EXCAVATION - COMMON (P)	(1)	528	CY	\$8.00	\$4,224.00	\$40.48	\$21,373.44
19	2106.507	COMMON EMBANKMENT (CV)	(1)	5,370	CY	\$26.00	\$139,620.00	\$20.22	\$108,581.40
20	2211.507	AGGREGATE BASE (CV) CLASS 5	(1)	75	CY	\$42.50	\$3,187.50	\$45.33	\$3,399.75
21	2360.504	BITUMINOUS PATCH	(1)	282	SY	\$42.00	\$11,844.00	\$67.10	\$18,922.20
22	2503.503	8" PVC PIPE SEWER		324	LF	\$46.50	\$15,066.00	\$66.67	\$21,601.08
23	2503.602	8" X 4" PVC WYE		8	EA	\$500.00	\$4,000.00	\$475.15	\$3,801.20
24	2503.602	4" PVC PIPE DRAIN CLEANOUT		8	EA	\$1,000.00	\$8,000.00	\$787.88	\$6,303.04
25	2503.602	CONNECT TO EXISTING SANITARY SEWER PIPE		1	EA	\$1,200.00	\$1,200.00	\$2,121.21	\$2,121.21
26	2506.602	48" DIA SANITARY SEWER MANHOLE		4	EA	\$7,000.00	\$28,000.00	\$8,690.91	\$34,763.64
27	2504.602	CONNECT TO EXISTING WATERMAIN		1	EA	\$2,800.00	\$2,800.00	\$2,424.24	\$2,424.24
28	2504.602	HYDRANT (8.5' BURY)		1	EA	\$7,550.00	\$7,550.00	\$14,666.67	\$14,666.67
29	2504.602	1" CORPORATION STOP & SADDLE		7	EA	\$1,450.00	\$10,150.00	\$1,345.45	\$9,418.15
30	2504.602	1" CURB STOP & BOX		8	EA	\$715.00	\$5,720.00	\$739.39	\$5,915.12
31	2504.603	1" TYPE K COPPER PIPE		505	LF	\$80.00	\$40,400.00	\$63.03	\$31,830.15
32	2504.603	6" WATERMAIN DUCTILE IRON CL 52		3	LF	\$465.00	\$1,395.00	\$353.94	\$1,061.82
33	2521.518	4" CONCRETE WALK		1762	SF	\$11.50	\$20,263.00	\$14.67	\$25,848.54
34	2531.503	CONCRETE CURB & GUTTER - MOUNTABLE MODIFIED		54	LF	\$55.00	\$2,970.00	\$120.00	\$6,480.00
35	2563.601	TRAFFIC CONTROL		1	LS	\$4,400.00	\$4,400.00	\$4,242.42	\$4,242.42
36	2565.602	EQUIPMENT PAD	(4)	2	EA	\$2,900.00	\$5,800.00	\$666.67	\$1,333.34

**ABSTRACT OF BIDS**

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

BID DATE: 5/19/2026  
 TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	3 Casper Construction, Inc. Grand Rapids, MN		4 Northern Contracting, LLC Grand Rapids, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	2565.603	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	(3)(4)	624	LF	\$28.00	\$17,472.00	\$19.39	\$12,099.36
38	2573.501	STABLIZED CONSTRUCTION EXIT		1	LS	\$2,400.00	\$2,400.00	\$2,181.82	\$2,181.82
39	2573.501	TEMPORARY EROSION CONTROL		1	LS	\$1,200.00	\$1,200.00	\$1,890.91	\$1,890.91
40	2573.502	STORM DRAIN INLET PROTECTION		4	EA	\$230.00	\$920.00	\$218.18	\$872.72
41	2573.503	SILT FENCE, TYPE MS		1176	LF	\$4.00	\$4,704.00	\$3.03	\$3,563.28
42	2575.501	TURF RESTORATION	(2)	1	LS	\$56,750.00	\$56,750.00	\$68,756.57	\$68,756.57
							<b>\$676,000.00</b>		<b>\$744,390.66</b>

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 (2) ITEM INCLUDES INSTALLATION OF 1-1/4" PRIMARY POWER CABLE WITHIN THE CONDUIT  
 (4) ALL MATERIAL WILL BE SUPPLIED BY GRAND RAPIDS PUBLIC UTILITIES  
 (5) ITEM INCLUDES PLUG & FILL EACH END OF ABANDONED SEWER PIPE (STORM)

**ABSTRACT OF BIDS**

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

BID DATE: 5/19/2026  
 TIME: 10:00 AM

ITEM NO.	MNDOT SPEC NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	5 Rachel Contracting, LLC. St. Michael, MN		6 Bougalis & Sons Hibbing, MN	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>BASE BID</b>									
1	2021.501	MOBILIZATION		1	LS	\$92,977.64	\$92,977.64	\$63,500.00	\$63,500.00
2	2101.501	CLEARING AND GRUBBING		1	LS	\$1,541.60	\$1,541.60	\$3,500.00	\$3,500.00
3	2103.501	BUILDING REMOVAL		1	LS	\$168,537.92	\$168,537.92	\$329,000.00	\$329,000.00
4	2104.501	REMOVE ELECTRICAL WIRING		1	LS	\$5,707.71	\$5,707.71	\$5,300.00	\$5,300.00
5	2104.502	REMOVE SIGN		4	EA	\$140.26	\$561.04	\$60.00	\$240.00
6	2104.502	REMOVE DRAINAGE STRUCTURE		1	EA	\$1,469.97	\$1,469.97	\$500.00	\$500.00
7	2104.502	REMOVE CANOPY		1	EA	\$499.70	\$499.70	\$500.00	\$500.00
8	2104.503	REMOVE FENCE		130	LF	\$7.69	\$999.70	\$10.00	\$1,300.00
9	2104.503	REMOVE SEWER PIPE (SANITARY)		10	LF	\$193.48	\$1,934.80	\$23.00	\$230.00
10	2104.503	REMOVE SEWER PIPE (STORM)	(5)	85	LF	\$36.54	\$3,105.90	\$18.00	\$1,530.00
11	2104.503	REMOVE WATERMAIN		117	LF	\$28.58	\$3,343.86	\$16.00	\$1,872.00
12	2104.503	REMOVE CURB & GUTTER		663	LF	\$3.93	\$2,605.59	\$14.00	\$9,282.00
13	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT		32	SY	\$22.02	\$704.64	\$18.00	\$576.00
14	2104.504	REMOVE BITUMINOUS PAVEMENT		4178	SY	\$2.16	\$9,024.48	\$16.00	\$66,848.00
15	2104.518	REMOVE CONCRETE WALK		368	SY	\$7.83	\$2,881.44	\$14.00	\$5,152.00
16	2104.601	REMOVE ASBESTOS MATERIAL		1	LS	\$11,891.06	\$11,891.06	\$6,000.00	\$6,000.00
17	2104.601	REMOVE REGULATED WASTE MATERIAL		1	LS	\$9,156.11	\$9,156.11	\$7,820.00	\$7,820.00
18	2106.507	EXCAVATION - COMMON (P)	(1)	528	CY	\$15.44	\$8,152.32	\$22.00	\$11,616.00
19	2106.507	COMMON EMBANKMENT (CV)	(1)	5,370	CY	\$32.36	\$173,773.20	\$25.25	\$135,592.50
20	2211.507	AGGREGATE BASE (CV) CLASS 5	(1)	75	CY	\$53.34	\$4,000.50	\$44.00	\$3,300.00
21	2360.504	BITUMINOUS PATCH	(1)	282	SY	\$53.13	\$14,982.66	\$27.50	\$7,755.00
22	2503.503	8" PVC PIPE SEWER		324	LF	\$55.80	\$18,079.20	\$60.00	\$19,440.00
23	2503.602	8" X 4" PVC WYE		8	EA	\$1,362.62	\$10,900.96	\$1,200.00	\$9,600.00
24	2503.602	4" PVC PIPE DRAIN CLEANOUT		8	EA	\$1,615.09	\$12,920.72	\$1,100.00	\$8,800.00
25	2503.602	CONNECT TO EXISTING SANITARY SEWER PIPE		1	EA	\$2,307.46	\$2,307.46	\$2,350.00	\$2,350.00
26	2506.602	48" DIA SANITARY SEWER MANHOLE		4	EA	\$9,328.17	\$37,312.68	\$6,400.00	\$25,600.00
27	2504.602	CONNECT TO EXISTING WATERMAIN		1	EA	\$6,278.44	\$6,278.44	\$3,200.00	\$3,200.00
28	2504.602	HYDRANT (8.5' BURY)		1	EA	\$9,387.25	\$9,387.25	\$12,000.00	\$12,000.00
29	2504.602	1" CORPORATION STOP & SADDLE		7	EA	\$1,447.91	\$10,135.37	\$1,000.00	\$7,000.00
30	2504.602	1" CURB STOP & BOX		8	EA	\$1,499.18	\$11,993.44	\$850.00	\$6,800.00
31	2504.603	1" TYPE K COPPER PIPE		505	LF	\$64.99	\$32,819.95	\$62.00	\$31,310.00
32	2504.603	6" WATERMAIN DUCTILE IRON CL 52		3	LF	\$420.93	\$1,262.79	\$500.00	\$1,500.00
33	2521.518	4" CONCRETE WALK		1762	SF	\$11.89	\$20,950.18	\$11.00	\$19,382.00
34	2531.503	CONCRETE CURB & GUTTER - MOUNTABLE MODIFIED		54	LF	\$118.91	\$6,421.14	\$46.00	\$2,484.00
35	2563.601	TRAFFIC CONTROL		1	LS	\$4,280.79	\$4,280.79	\$4,200.00	\$4,200.00
36	2565.602	EQUIPMENT PAD	(4)	2	EA	\$2,816.99	\$5,633.98	\$2,600.00	\$5,200.00

**ABSTRACT OF BIDS**

CRYSTAL LAKE SECOND ADDITION DEMOLITION & UTILITY PROJECT  
 GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
 BMI PROJECT 26X.143040.000

Item 4.

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						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	2565.603	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	(3)(4)	624	LF	\$27.35	\$17,066.40	\$25.00	\$15,600.00
38	2573.501	STABLIZED CONSTRUCTION EXIT		1	LS	\$5,290.45	\$5,290.45	\$2,500.00	\$2,500.00
39	2573.501	TEMPORARY EROSION CONTROL		1	LS	\$5,945.53	\$5,945.53	\$4,300.00	\$4,300.00
40	2573.502	STORM DRAIN INLET PROTECTION		4	EA	\$356.73	\$1,426.92	\$250.00	\$1,000.00
41	2573.503	SILT FENCE, TYPE MS		1176	LF	\$5.35	\$6,291.60	\$4.50	\$5,292.00
42	2575.501	TURF RESTORATION	(2)	1	LS	\$19,620.25	\$19,620.25	\$30,000.00	\$30,000.00
							<b>\$764,177.34</b>		<b>\$878,971.50</b>

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 (2) ITEM INCLUDES INSTALLATION OF 1-1/4" PRIMARY POWER CABLE WITHIN THE CONDUIT  
 (4) ALL MATERIAL WILL BE SUPPLIED BY GRAND RAPIDS PUBLIC UTILITIES  
 (5) ITEM INCLUDES PLUG & FILL EACH END OF ABANDONED SEWER PIPE (STORM)



## REQUEST FOR GRAND RAPIDS EDA ACTION

---

**AGENDA DATE:** May 28, 2026

**STATEMENT OF ISSUE:** Consider approval of a proposal from LHB for TIF analysis of the buildings at 533 and 900 NW 4<sup>th</sup> St.

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

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### **BACKGROUND:**

As we know, the purchase and renovation/rehabilitation or removal of older structures presents some significant additional cost challenges. The primary tool that is used by municipalities to help overcome those challenges and promote private investment in these older structures and reverse the negative long-term impacts of blight is the use of a TIF Redevelopment district. The City and GREDA used this tool to achieve the redevelopment of the block immediately south of Central School, the former Sawmill Inn property and the former Ainsworth Plant.

GREDA owns the building at 900 NW 4<sup>th</sup> St. (former Itasca Farm Co-op) which is planned for demolition this summer. The building at 533 NW 4<sup>th</sup> St. (former Ben's Bait) is also ripe for redevelopment.

To preserve the ability to use a TIF Redevelopment district on either or both sites, it must be determined that the parcel and buildings meets the minimum statutory standards for lot coverage and building conditions, with regard to building code compliance, that qualify it, prior to any removal of the building(s). If the building(s) were to be removed without this inspection and determination, a TIF Redevelopment district cannot be used.

TIF inspections and analysis is a unique area of expertise. The attached proposal from LHB, a firm that we've used with significant experience in this analysis, is for only the inspection/determination phase and not the completion of a report, which would only be required and could be done later if a TIF district were established at some point in the future. The inspection/determination phase for these building will be performed by LHB, for a fee not to exceed \$8,900. Completing this work for both buildings under one trip provides some economies.

### **RECOMMENDATION:**

**REQUIRED ACTION:** Adopt a motion approving a proposal from LHB for TIF analysis of the buildings at 533 and 900 NW 4<sup>th</sup> St.

May 13, 2026

Rob Mattei  
Director of Community Development  
Grand Rapids Economic Development Authority  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

## AGREEMENT FOR INVESTIGATIVE SERVICES 533 AND 900 NW 4<sup>TH</sup> STREET TIF ANALYSIS

Thank you for the opportunity to submit our proposal to provide a TIF analysis for the properties at 533 and 900 NW 4<sup>th</sup> Street in Grand Rapids, MN.

LHB is a full-service architecture, planning, and engineering firm with a total of 260 staff located in our Minneapolis, Duluth, and Cambridge, Minnesota, and Superior, Wisconsin offices.

Our Government Studio has extensive experience working with local governments on their planning, design, architectural and engineering needs. Having been personally involved on various city councils and planning commissions, I understand how cities function and the importance of maintaining the support of appointed and elected officials and community throughout the process.

Below outlines our previous experience, team credentials, and scope of services. This proposal, if approved, will service as the Agreement between LHB and Client.

### I. PREVIOUS EXPERIENCE

LHB has significant experience with a variety of inspection and facility assessment projects, including the analysis of over 470 TIF Districts. Some examples include:

- City of Columbia Heights TIF Inspection Services
- City of St. Paul TIF Inspection Services
- City of St. Anthony Village, NW Quadrant TIF Inspection Services
- City of St. Louis Park TIF Inspection Services
- City of Mount TIF District "1-2" Inspection Services
- City of Osseo TIF Inspection Services
- City of New Richmond (Wisconsin) TIF Inspection Services
- Minnesota State System Facility Assessments
- State of Minnesota Facility Assessments
- Property Condition Assessments for the St. Paul Department of Planning and Economic Development (Franklin/Emerald Neighborhood)
- Condition Surveys for every DNR Facility in the State of Minnesota, 2014

## II. TEAM CREDENTIALS

### **Michael A. Fischer, AIA, LEED AP – Project Principal/TIF Analyst**

Michael is a Principal and Vice President at LHB, with over 39-years of experience serving as a Project Principal, Project Manager, Project Designer and Project Architect on planning, urban design, educational, commercial, and governmental projects, he has become an expert on Tax Increment Finance District (TIF) analysis assisting over 125 cities with strategic planning for TIF Districts.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning master's degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards, and community task forces, including City Council President in Superior, Wisconsin, Chair of the Duluth/Superior Metropolitan Planning Organization, and Chair of the Edina, Minnesota Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. Michael has also managed and designed several award-winning architectural projects and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

### **Phil Fisher - Inspector**

For 35-years, Phil worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota, he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, a Certified Plant Engineer, and trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

## III. SCOPE OF SERVICES

### **1. Survey the TIF District to Determine if it Meets Applicable Coverage Test**

- a. To meet the coverage test, parcels consisting of 70 percent of the area of the district must be “occupied” by buildings, streets, utilities, or paved or gravel parking lots.
- b. A parcel is not considered “occupied” unless at least 15 percent of its total area contains improvements.

### **2. Conduct Visual Review of Building Interior and Exterior**

- a. Obtain property owner’s consent for inspection.
- b. Document property conditions relative to Minnesota Statutes Section 469.174 Subdivision 10.

### **3. Estimate Building Replacement Cost**

- a. Replacement cost is the cost of constructing a new structure of the same square footage and type on the site.
- b. A base cost will be calculated by establishing the building class, type, and construction quality.
- c. Identify amenities, which increase the value of the building over the standard construction quality level.
- d. Review building permits for each parcel.
- e. The base cost and cost of amenities will be totaled to determine the replacement cost for the property.

### **4. Evaluate Building Existing Condition**

- a. Evaluate condition of the building based on Minnesota Statutes Section 469.174 Subdivision 10 definition of structurally substandard:
  - i. “Structurally substandard shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate

gress, layout and condition of interior partitions, or similar factors, which defects, or deficiencies are of sufficient total significance to justify substantial renovation or clearance.”

**5. Determine Building(s) Code Deficiencies**

- a. Determine technical conditions, which are not in compliance with current building code applicable to new buildings.
- b. Provide opinion of probable cost to correct identified deficiencies.
- c. Compare cost of deficiency corrections to replacement value of building.

**6. Prepare and Deliver Report:**

- a. Two Letters of Finding
- b. Deliver final reports in .pdf format via Email.

**IV. ASSUMPTIONS**

- 1. The preliminary boundaries of the district area are as follows:
  - a. Two parcels with one building on each parcel, in Grand Rapids, MN.
- 2. Client will provide the following:
  - a. A scalable parcel map and/or aerial photo of the area to be inspected, including GIS information with specific parcel data.
  - b. A list of all parcels affected, including name of owner and current known business or resident name and address.
  - c. Available information regarding the requirements of the engagement, and reports on the condition of the structures.
- 3. LHB shall be entitled to rely upon the information provided by the Client.
- 4. A building is not considered structurally substandard if it is in compliance with building code applicable to new buildings or could be modified to satisfy the code at a cost which is less than 15 percent of its replacement cost.

**V. STANDARD OF CARE**

LHB shall perform its services consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar locality under the same or similar circumstances. LHB shall perform its services in a timely manner consistent with the professional skill and care required for the orderly progress of the engagement.

Any report prepared by LHB represents a professional opinion based upon information available and arrived at in accordance with generally accepted professional standards. Other than as contained in the report, LHB makes no express or implied warranty.

Short of complete deconstruction to examine every element at every location, no assessment can reveal all conditions which may exist. Additional testing, assessment, or demolition may uncover conditions which would make it necessary to modify LHB’s conclusions or recommendations.

Any report prepared for the purpose described in this Agreement is for the exclusive use by those to whom the report is addressed. LHB will not and cannot be held liable for the unauthorized reliance upon this report by any third party.

## VI. COMPENSATION

We propose to provide services on an hourly basis with the following key staff:

- Project Principal, Michael Fischer      \$290/hour
- Project Manager                              \$185/hour
- Project Architect/Inspector              \$165/hour
- Project Coordinator                         \$ 100/hour

Compensation shall be on an hourly basis, not to exceed Eight Thousand Nine Hundred Dollars (\$8,900), including reimbursable expenses, for the inspection of the properties and reports.

## VII. PAYMENT TERMS

Payments are due and payable upon receipt of our invoice. Unpaid balances 60-days after invoice date shall bear interest at the rate of 8% per annum or 0.67% per month on the unpaid balance.

Failure to make timely payment to LHB is a material breach of this Agreement and may, at LHB's sole discretion, result in a suspension or termination of services, and may, at LHB's sole discretion, result in the termination of the Client's limited license authorization to use LHB's copyrighted Instruments of Service.

## VIII. ADDITIONAL SERVICES

If there is a material change in the circumstances or conditions that affect the scope of work, schedule, allocation of risks or other material terms, LHB shall notify Client. Client and LHB shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to compensation. The fees and costs for any additional services will be based upon LHB's 2026 Standard Hourly Rate Schedule and 2026 Reimbursable Expenses Schedule.

## IX. SCHEDULE

LHB can proceed to start the Work upon receipt of a signed copy of this Agreement.

The final report typically requires 30 to 45 days to complete from the time we are authorized to start. We can make preliminary conclusions prior to our full report being completed, if necessary, to allow other consultants and the client to begin their work.

## X. CONSEQUENTIAL DAMAGES

LHB and Client waive consequential damages for claims, disputes or other matters in question arising out of, or relating to, this Agreement.

## XI. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Ten Thousand Dollars (\$10,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. USE OF LHB'S DOCUMENTS

The documents prepared by LHB, including Documents in electronic format, are solely for use with respect to this Project. All Documents prepared or furnished by LHB pursuant to this Agreement are the Instruments of Service to the Project and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants to Client a nonexclusive limited license solely for the purposes of evaluating and executing the Project. Client shall not assign, delegate, sublicense, or otherwise transfer any license granted herein to another party.

To the extent the documents are transferred or are modified, supplemented or otherwise altered by Client, subsequent design professional, or any other party, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action arising out of such transfer or modification, supplementation or alteration.

XIII. OTHER CONDITIONS

The laws of the State of Minnesota shall govern this Agreement. Any provision of this agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

Client recognizes that materials prepared by others may be subject to copyright protection and warrants to LHB that any documents provided by Client do not infringe upon the copyright held by another.

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute or other matter in question has arisen.

LHB and the Client, acting through the Client's legal representative, will, to the fullest reasonable extent, cooperate and coordinate efforts in preparing necessary responses to any third-party challenges to the inspections. The Client agrees to pay LHB its regular hourly rates spent as a result of a third-party legal challenge

If the terms and conditions of this Agreement are acceptable, please sign and return a copy to LHB.

LHB, INC.



\_\_\_\_\_  
Signature

Michael Fischer

\_\_\_\_\_  
Printed Name

Its: Architectural Principal

\_\_\_\_\_  
Title

GRAND RAPIDS ECONOMIC DEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its:

\_\_\_\_\_  
Title

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# Agreement for Professional Services

This Agreement is effective as of May 14, 2026, between Grand Rapids Economic Development Authority (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2026-2027 Miscellaneous Services**.

**Client's Authorized Representative:** Rob Mattei  
**Address:** 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744, United States  
**Telephone:** 218.326.7622 **Email:** rmattei@grandrapidsmn.gov

**Project Manager:** Sara Christenson  
**Address:** 1200 SE 4th Avenue, Suite 200, Grand Rapids, Minnesota 55744  
**Telephone:** 218.322.4513 **Email:** schristenson@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 01.01.26), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The scope of work encompasses a range of activities aimed at meeting the client's specific needs and requirements.

**Task 1 – Miscellaneous Services:** The scope of services includes items requested by the Client. The scope and estimated fee to be mutually agreed upon by the Consultant and Client before commencing any work. Approval for additional work to be provided via email from the Client, specifying the scope and fee.

**Schedule:** As determined mutually by the Client and Consultant during a request.

**Payment:** The fee is hourly estimated to be \$20,000 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

**Short Elliott Hendrickson Inc.**

**Grand Rapids Economic Development Authority**

By: 

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

Full Name: Sara Christenson, PE (MN)

Full Name: Rob Mattei

Title: Client Service Manager

Title: Executive Director

**Exhibit A-1****Payments to Consultant for Services and Expenses Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

**SECTION I – SERVICES OF CONSULTANT**

**A. General**

1. Consultant agrees to perform professional services as set forth in the Agreement (“Services”). 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 Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

**B. Schedule**

1. Unless specific periods of time or dates for providing services are specified, Consultant’s obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.  
 2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant’s control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

**C. Additional Services**

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant’s effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.  
 2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant’s standard rates.  
 3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant’s signing any such certification, guarantee, or warranty.

**D. Suspension and Termination**

1. If Consultant’s services are delayed or suspended in whole or in part by Client, or if Consultant’s services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.  
 2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.  
 3. This Agreement may be terminated by either party upon thirty days’ written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.  
 4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

**SECTION II – CLIENT RESPONSIBILITIES**

**A. General**

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client’s requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.  
 2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant’s Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant’s Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client’s failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.  
 4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant’s reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.  
 5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client or others directed or hired by the Client.  
 6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant’s employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client’s employees for Consultant’s investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant’s employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client’s facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client’s employees.

**SECTION III – PAYMENTS**

**A. Invoices**

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney’s fees, incurred in connection with collecting amounts owed by Client.  
 2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant’s agreed upon compensation.  
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

**SECTION IV – GENERAL CONSIDERATIONS**

**A. Standards of Performance**

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.  
 2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor’s acts or omissions, nor for its means, methods, or procedures of construction. Consultant’s Services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety or furnishing or performing any of the Contractor’s work. Site Safety is the responsibility of the contractor.

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

#### B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

#### C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

#### D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under,

or interests in, this Agreement or claims based on this Agreement without prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

#### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

### SECTION V – INTELLECTUAL PROPERTY

#### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

#### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

#### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



## REQUEST FOR GRAND RAPIDS EDA ACTION

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**AGENDA DATE:** May 28, 2026

**STATEMENT OF ISSUE:** Consider approval of a general engineering professional services agreement with Short Elliot Hendrickson (SEH) for 2026

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

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### **BACKGROUND:**

To make miscellaneous general engineering work more accessible and timelier, staff is recommending that GREDA enter into an Agreement for Professional Services for as needed work in connection with GREDA projects during this year.

In the past and to get timely information to keep projects moving forward, staff has had to request that these miscellaneous tasks, such as cost estimating of infrastructure work and sketches of proposed layout/development of GREDA projects and minor survey work be done under the City of Grand Rapids engineering agreement and then subsequently have the costs charged back to GREDA.

This is problematic for both SEH and the City. This contract, which uses the same hourly rates, with GREDA would simplify the process.

### **RECOMMENDATION:**

**REQUIRED ACTION:** Pass a motion approving a general engineering professional services agreement with Short Elliot Hendrickson (SEH) for 2026

Eclipse Building Partners, LLC  
520 N.W. First Avenue, Suite 5  
Grand Rapids, MN 55744

May 11, 2026

Rob Mattei, Director of Community Development  
Grand Rapids Economic Development Authority  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

RE: The Pines Restaurant

Dear Mr. Mattei:

As we are coming up on the one year anniversary of The Pines Restaurant, there have been some financial challenges. As you are aware, "restaurants are hard". That being said, we are requesting a three month hold on our payments. We believe that this pause regarding our payment obligation will allow us to realign and get the restaurant back on its feet. Any relief that you can provide will be passed onto The Pines Restaurant as a discounted rent.

We appreciate your consideration of this request. Please let us know if you have any questions.

Sincerely,

Dan Margo  
Eclipse Building Partners, LLC



## REQUEST FOR GRAND RAPIDS EDA ACTION

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**AGENDA DATE:** May 28, 2026

**STATEMENT OF ISSUE:** Consider a request from Eclipse Building Partners for a temporary forbearance of loan payments.

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

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### **BACKGROUND:**

In December of 2024, GREDA provided two loans to Eclipse for their project to renovate the commercial building at 12 NW 3<sup>rd</sup> St. and convert it to a restaurant. The loans were a Commercial Building Improvement Loan of \$200,000, which carries an interest rate of 2%, and a Redevelopment Loan of \$105,000, which carries an interest rate of 4.5%.

In the attached letter from Dan Margo of Eclipse, they request a three-month forbearance of loan payments.

There is precedent for GREDA granting a forbearance of loan payments. This was provided for all CBIL loans during the COVID pandemic. The payments that were halted were added on to the end of the loan term, and interest was not accrued during the forbearance period, in that example.

### **RECOMMENDATION:**

**REQUIRED ACTION:** If so inclined, make a motion to provide a three-month forbearance of loan payments to Eclipse Building Partners, beginning with the CBIL and Redevelopment loan payments due in June 2026.