



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

Thursday, October 13, 2022
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, October 13, 2022 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 September 22,2022 regular meeting.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$17,870.00.

BUSINESS

3. Itasca Economic Development Corporation Annual Update - Tamara Lowney
4. Consider approval of Amendment 1 to the professional services contract with SRF Consulting Group for the development of an updated Downtown Plan.
5. Consider approval of a Blandin Foundation grant for additional public engagement activities in the development of the updated Downtown Plan and authorize the Executive Director to execute the grant agreement.

UPDATES

6. Arbor Wood Project
7. Voyageur Capital Group TIF Request
8. Downtown Plan Update

ADJOURN

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23
Mike Korte - 3/1/24
Wayne Bruns - 3/1/25
Sholom Blake - 3/1/25
Al Hodnik - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, September 22, 2022
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, September 22, 2022 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 September 8th, 2022 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes of the September 8th, 2022 regular meeting. The following voted in favor thereof: Korte, Jackson, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$164,030.82.

Motion by Commissioner Jackson, second by Commissioner Connelly to approve the claims in the amount of \$164,030.82. The following voted in favor thereof: Bruns, Connelly, S. Blake, Jackson, Korte. Opposed: None, passed unanimously.

BUSINESS

3. Consider adoption of a resolution approving a second amendment to a Preliminary Development Agreement with Cambium Development, LLC.

Commissioner Rick Blake joined the meeting at 4:07 p.m.

On March 10, 2022 GREDA approved an amendment which assigned the rights under the agreement to a newly formed entity, Cambium Development, LLC and extended the term of the Agreement by 180 days. The term of the first amendment has expired and progress toward the project is continuing, Cambium has requested an additional 180 day extension to the agreement.

Motion by Commissioner Connelly, second by Commissioner Korte to adopt a resolution approving a second amendment to a Preliminary Development Agreement with Cambium Development, LLC. The following voted in favor thereof: Connelly, Jackson, Korte, R. Blake. Opposed: None, Commissioners Bruns and S. Blake abstained, motion passed.

4. Consider approving a subordination agreement with Deerwood Bank for a Commercial Building Improvement Loan provided to Bob and Lory Warren dba Rapids Printing for improvements to 415 S. Pokegama Avenue.

On September 23, 2021, GREDA approved a Commercial Building Improvement Loan of \$40,000 to Bob and Lory Warren dba Rapids Printing for improvement to their property located at 415 S Pokegama Avenue. They are now working on the second phase of improvements to this property and have secured financing through Deerwood Bank. Deerwood also financed the first phase and the Warrens are requesting the combined Deerwood debt remain in first position. Commissioners Jackson and Bruns are on the Loan Review Committee and have recommended approval of a subordination agreement.

Motion by Commissioner Bruns, second by Commissioner Korte to approve a subordination agreement with Deerwood Bank for a Commercial Building Improvement Loan provided to Bob and Lory Warren dba Rapids Printing for improvements to 415 S. Pokegama Avenue. The following voted in favor thereof: R. Blake, Korte, Jackson, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

UPDATES

5. Voyageur Capital Group TIF Inspection

The proposal for the TIF Inspection came in at \$5,900.00. Mr. Mattei met the inspector at the site this Tuesday and is expecting to have a report in the next couple of weeks.

ADJOURN

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

DATE: 10/07/2022
 TIME: 11:10:54
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/13/2022

VENDOR #	NAME	AMOUNT DUE

EDA - CAPITAL PROJECTS		
MISCELLANEOUS PROJECT		
0503422	ECK DESIGN LLC	7,352.50
TOTAL MISCELLANEOUS PROJECT		7,352.50
AIRPORT SOUTH INDUSTRIAL PARKS		
0503422	ECK DESIGN LLC	7,352.50
0718010	CITY OF GRAND RAPIDS	100.00
1105530	KENNEDY & GRAVEN, CHARTERED	44.00
TOTAL AIRPORT SOUTH INDUSTRIAL PARKS		7,496.50
GREAT RIVER ACRES DEV		
1105530	KENNEDY & GRAVEN, CHARTERED	1,571.00
TOTAL GREAT RIVER ACRES DEV		1,571.00
ASV-YANMAR EXPANSION PRJT		
1105530	KENNEDY & GRAVEN, CHARTERED	450.00
TOTAL ASV-YANMAR EXPANSION PRJT		450.00
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$16,870.00
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309170	MN DEED	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$1,000.00
TOTAL ALL DEPARTMENTS		\$17,870.00



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: October 13, 2022

STATEMENT OF ISSUE: Consider approval of Amendment 1 to the professional services contract with SRF Consulting Group for the development of an updated Downtown Plan.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

In the time since GREDA approved the original contract with SRF Consulting Group this past April, we have explored opportunities to expand the public engagement process beyond the original scope of work. The Blandin Foundation, who has already been supportive of this project with a \$40,000 grant, indicated they would consider a request for additional assistance to support the expanded public engagement activities identified in the SRF proposal labeled Exhibit "A-2".

The activities consist of additional survey outreach and focus group sessions, an additional pop-up event, an additional community charrette and marketing. The proposed not to exceed fee for the additional services, including labor and expenses, is \$13,406.75. The revised contract amount with this amendment is \$101,176.00.

The grant agreement with the Blandin Foundation, also to be considered on this agenda, will fund the entire \$13,406.75 amount of the additional services included in this proposed amendment.

RECOMMENDATION:

REQUIRED ACTION: Adopt a motion approving Amendment 1 to the professional services contract with SRF Consulting Group for the development of an updated Downtown Plan.

AMENDMENT NO. 1

Item 4.

Between

THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

and

SRF CONSULTING GROUP, INC.

for

PLANNING SERVICES

in connection with the development of an

UPDATED DOWNTOWN PLAN FOR THE CITY OF GRAND RAPIDS

This AMENDMENT NO. 1 made and entered into this 13th day of October, 2022, by and between the GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY hereinafter referred to as the GREDA, and SRF CONSULTING GROUP, INC., hereinafter referred to as CONSULTANT,

WITNESSETH:

WHEREAS, GREDA previously engaged CONSULTANT to provide planning services in connection with the development of an UPDATED DOWNTOWN PLAN for the City of Grand Rapids, hereinafter referred to as the Project, which engagement was formalized in a Contract for Professional Services dated April 29, 2022, referred to hereinafter as the Agreement; and

WHEREAS, GREDA has requested an expansion of the Scope of Services, specified in the Agreement, to provide additional public engagement services.

NOW, THEREFORE, the CITY and CONSULTANT, for the consideration hereinafter named, agree to amend the Agreement by and through this AMENDMENT NO. 1 as hereinafter stated:

1. Section 1, which is the Scope of Services section of the Agreement, is amended to read as follows:

It shall be the general intent of the Scope of Services to have the Consultant perform all planning services, as defined in: their Proposal dated April 15, 2022, which is attached as Exhibit "A", ~~and as well as the~~ Additional Material dated April 21, 2022, which is attached as Exhibit "A-1" **and the Additional Engagement Activities, which is attached as Exhibit "A-2".**

2. Section 2, which is the Rate of Compensation section of the Agreement, is amended to read as follows:

Compensation to the Consultant in full for work listed in Exhibits "A", ~~and "A-1"~~ **and "A-2"** shall not exceed a total cost of ~~\$87,769.25~~ **\$101,176.00** without written approval of the GREDA. The Consultant shall be reimbursed on monthly basis at rates listed in Exhibit "B". Direct non-salary reimbursable expenses shall be billed at actual cost and the current per mile rate, established by the IRS.

Invoices will be submitted on a monthly basis for work performed.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 the day and year first above written.

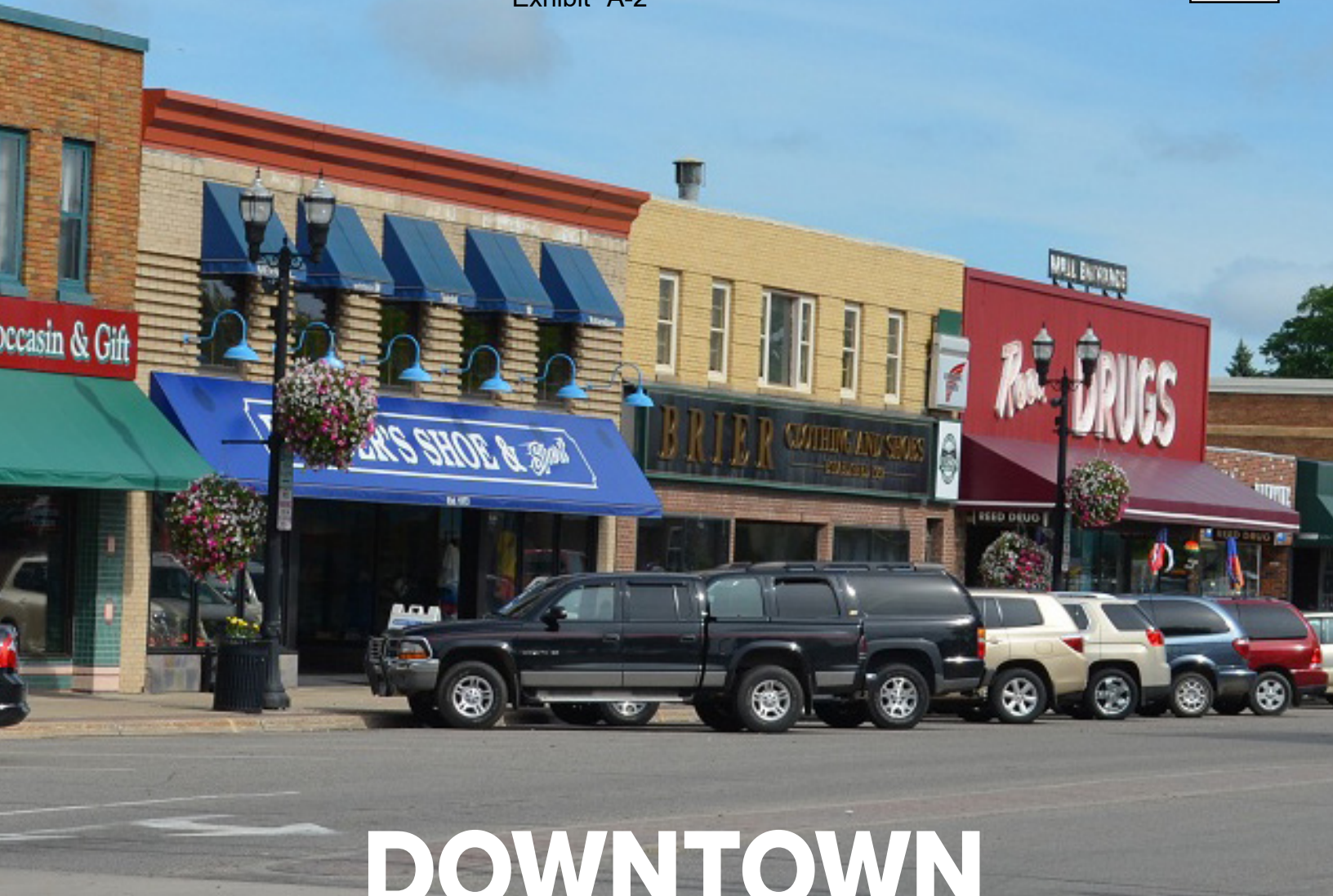
GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

SRF CONSULTING GROUP, INC.

By: _____
President

By: _____

By: _____
Executive Director



DOWNTOWN Master Plan

CITY OF GRAND RAPIDS
ENGAGEMENT ESTIMATE



In Partnership With
Economic Development Services, Inc.

Additional Engagement Activities - Budget Estimate

Through the development of the Public Participation Plan, opportunities for additional public engagement events, outside of those identified in the original scope of work were discussed. Five additional engagement areas were identified as described below. The following table provides an estimate to complete each of the additional efforts.

- **Opportunity A: Additional Survey Outreach** - This task includes opportunities for additional outreach to promote the downtown survey, including conversations with community groups and additional media.
- **Opportunity B: Additional Focus Groups** - This opportunity includes a total of three additional focus group conversations with both rounds of focus group conversations. It is assumed that two will be facilitated by SRF and one by Economic Development Services.
- **Opportunity C: Additional Pop-Up Events** - This opportunity includes one additional pop-up event to be facilitated by SRF.
- **Opportunity D: Expanded Community Charrette** - This opportunity includes the expansion of the planning stakeholder charrette to include a portion of the event that is open to the public. The estimate assumes an additional 120 minute charrette that is open to the public following the stakeholder charrette. Promotional and coordination efforts are also included within the estimate. It is assumed that SRF and Economic Development Services will participate in the expanded charrette.
- **Opportunity E: Additional Marketing** - This opportunity includes the development of physical marketing efforts (e.g., window clings, sidewalk clings, direct visual marketing, etc.). Efforts include the preparation and purchase of materials
- **Additional Expenses** - An estimate of additional expenses is provided to include additional travel, reservation of meeting space for focus groups and charrette activities, meals for focus group participants, and marketing efforts.

Task	Hours Estimate	Fee Estimate
Opportunity A: Additional Survey Outreach	8	\$752
Opportunity B: Additional Focus Groups	12	\$1,388
Opportunity C: Additional Pop-Up Events	10	\$1,200
Opportunity D: Expanded Community Charrette	16	\$2,204
Opportunity E: Additional Marketing	8	\$752
Total Labor	54	\$6,116
Expenses:		
Mileage - 350 miles @ \$0.625		\$218.75
Meals - 2 @\$11/meal		\$22
Meeting Meals - 4 meals for 15 individuals @ \$187.5/meal		\$750
Meeting Room Reservation - 6 three hour meetings @ \$300/meeting		\$1,800
Marketing Materials - Lump Sum		\$2,000
Total Expenses		\$4,790.75
Subconsultant (Economic Development Services, Inc.)		\$3,500
Total Estimated Fee		\$13,406.75



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: October 13, 2022

STATEMENT OF ISSUE: Consider approval of a Blandin Foundation grant for additional public engagement activities in the development of the updated Downtown Plan and authorize the Executive Director to execute the grant agreement.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

As we've discussed, the Blandin Foundation has been very supportive of our efforts to update the vision and implementation strategies for the Downtown. In addition to their previous contribution of a \$40,000 grant, the Foundation has approved a second grant of \$13,400 for additional public engagement activities within the project scope.

With the amendment to the SRF Consulting Group contract to include the additional public engagement activities, the funding for the adjusted contract amount is:

Blandin Foundation	\$40,000
Blandin Foundation	\$13,400
IRRR Development Partnership	\$20,000
GREDA	\$27,776
Revised Contract Amount:	\$101,176

RECOMMENDATION:

REQUIRED ACTION: Adopt a motion approving a Blandin Foundation grant for additional public engagement activities in the development of the updated Downtown Plan and authorize the Executive Director to execute the grant agreement.

October 04, 2022

Rob Mattei
Grand Rapids Economic Dev. Authority
420 N Pokegama Ave
Grand Rapids, MN 55744

RE: G-2022-13444

Dear Rob:

I am pleased to inform you that the Blandin Foundation approved a grant of \$13,400 to Grand Rapids Economic Dev. Authority for increasing outreach efforts and public participation in the update of the 2006 Downtown Redevelopment Master Plan for Grand Rapids in Itasca County.


Please review this Grant Agreement for the specific terms and/or conditions of this grant. If you agree, please follow the instructions provided to electronically sign your Grant Agreement and submit to the Blandin Foundation. A copy will automatically be sent to you after signing. Please retain a copy of the Grant Agreement for your files. If you have questions about any part of this agreement, feel free to contact me or anyone else on our grants team at 218-326-0523.

The release of grant funds, in accordance with the schedule stated in the agreement, is contingent on the timely return of this signed Grant Agreement. This document should be returned to the Blandin Foundation within 30 days of the date specified on the Grant Agreement.

You will notice that the date of February 01, 2023 is inserted in the Grant Agreement for you to submit a report about the outcomes of this grant. Please let me know if this date is reasonable given other commitments you may have at that time. In addition to our interest in your work, reporting is important for the Foundation's annual audit and we appreciate your help with this portion of fulfilling the conditions of the grant.

On behalf of the Board of Trustees of the Blandin Foundation, I would like to congratulate you on receiving this award. We are pleased to be a part of this effort and look forward to hearing from you as progress is made towards achieving your goals.

Sincerely,

DocuSigned by:

8D2F5B7A7259471...
Mary Magnuson

c: File

G-2022-13444

Blandin Foundation Grant Agreement

This Agreement, made and executed this 4th day of October 2022, by and between the Blandin Foundation (hereinafter referred to as “Foundation”) and Grand Rapids Economic Dev. Authority (hereinafter referred to as “Grantee”).

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth.

- I. PURPOSE AND TERMS OF THE GRANT.** The grant shall be used solely for the purposes described in the grant application submitted by Grantee, including administrative expenses necessary thereto. Except as otherwise approved in writing by the Foundation, Grantee shall perform its obligations under this Agreement. **This document must be completed and returned to the Foundation before grant funds are disbursed.**
- II. GRANT AMOUNT AND PERIOD.** The maximum amount the Foundation will disburse under this Agreement is \$13,400. Grantee shall perform this grant for the period October 1, 2022 - December 31, 2022. Disbursements under the grant are subject to compliance with the conditions of this Agreement.
- III. USE OF GRANT FUNDS.** The grant (and all income earned upon investment of the grant, hereinafter together referred to as the “grant funds”) shall be used exclusively for the purposes specified herein and approved by the Foundation, unless otherwise approved by the Foundation in writing. The following conditions apply:

 - (A) Grantee has ratified and affirmed that it is an organization that is both exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or a unit of government and classified as a *nonprivate* foundation under Sections 509(a)(1), (2) or (3) of the Code.
 - (B) Grantee will utilize the grant funds only for charitable and/or educational activities consistent with its tax-exempt or government status described above.
 - (C) Grantee agrees that it will not intervene in any campaign for elective public office, or support or oppose any political party, by expenditure of any resource (including volunteered labor) or in any other way. Grantee also agrees that it will not undertake propaganda or attempt to influence legislation outside the limits of Section 501(c)(3) of the Code or more specifically, if applicable, Sections 501(h) and 4911 of the Code.
 - (D) The grant has not been earmarked to support or carry on any lobbying. If the grant is restricted to a specific project, grantee has submitted a budget for the entire project’s operation and affirms that the project’s budget accurately reflects Grantee’s intentions to expend at least the amount of this grant on the non-lobbying portion of the project.

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- (E) Grantee agrees that the grant shall not be used to, except as otherwise provided in Section 4941(d)(2) of the Code and the regulations thereunder, make any direct or indirect transfer to, or use by or for the benefit of a disqualified person (as defined in Section 4946(a)(1) of the Code), including the payment of compensation, with respect to the Foundation.
- (F) Grantee will inform the Foundation immediately of any change in, or IRS proposal to revoke (whether or not appealed), its tax-exempt status or its *nonprivate* foundation classification.
- (G) This grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses intentions to remit expenditures to third parties. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.

IV. GRANT APPLICATION. The Foundation has relied on the information, representations and statements in the grant application submitted by the Grantee via the Foundation's online grant website. As such, Grantee represents and warrants that all information, representations and statements contained in its grant application are true, complete and correct in all material respects.

Furthermore, Grantee represents and warrants that it has received and reviewed certain governing policies of the Foundation, including without limitation the anti-discrimination policy. Grantee also represents and warrants that it does not engage in, nor shall it engage in, any activities that violate, or will violate, such governing policies of the Foundation, including without limitation, the anti-discrimination policy.

V. DISBURSEMENT OF GRANT FUNDS. The Foundation shall disburse grant funds as follows, provided that the Foundation reserves the right to delay or withhold a scheduled disbursement if progress or reporting on the project is not satisfactory or the project requires less funding than originally budgeted, as determined in accordance with the interim report(s) and final report submitted by Grantee in accordance with Section VI. Satisfactory progress will be determined at the sole discretion of the Foundation, and will be assessed as progress toward stated goals within the project timeline and receipt of timely progress and financial reports. Unsatisfactory progress will be communicated to the Grantee and a plan for addressing any deficiencies in progress will be negotiated between the Foundation and the Grantee.

Upon receipt of the signed Agreement, this grant will be scheduled to be paid out on or about:

October 27, 2022 \$13,400

Grant funds will be transferred electronically. Grantee agrees to complete a Request for Wire Transfer of Funds form provided by the Foundation with the transmittal of this Agreement.

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Grantee will be requested to return any unexpended grant funds to the Foundation at the close of the grant period, unless other arrangements have been made with the Foundation.

VI. REPORTING REQUIREMENTS - MAINTENANCE OF RECORDS. The Foundation will evaluate the success of the Grantee's activities on the basis of the goals that were outlined in the grant application and on a number of specific indicators the Foundation is tracking on its grants. We understand the general goals of the grant to be:

- To increase public participation in the Downtown Plan project, targeting people and institutions that are often underrepresented in the planning process, by conducting additional survey outreach, focus groups, a pop-up event, and adding a public community design charrette.

Grantee shall provide to the Foundation reports relating to this grant pursuant to guidelines and formats in effect at the time the report is due (these reporting requirements and formats may be changed from time to time by the Foundation at its discretion). To assist you in your evaluation work and reports to the Foundation on the progress that is being made on the grant's goals and overall to the end of accomplishing the grant's purposes, please refer to the instructions for completion of the Narrative and Grant Revenue and Expense Worksheet. A copy of these instructions, and the worksheet, can be accessed on our website at <http://grants.blandinfoundation.org/report-forms/> The schedule upon which reports will be due is as follows:

Final Report: February 01, 2023

Documentation. The Grantee agrees to maintain records consistent with generally accepted accounting principles to account for the funds received under this grant and to identify how they have been expended. Grantee agrees to maintain documentation of expenditures and activities at its own expense and at its own offices for a period of no less than six years after the expiration of the grant period. Grantee agrees to make records of such documentation available to the Foundation at reasonable times upon the Foundation's request.

Audit. If the Grantee has an independent opinion provided on its financial statements (i.e., an "audit") for any period in which it has received grant funds or made disbursements therefrom, Grantee agrees to provide a copy of those audited financial statements within two weeks of the acceptance of the audit by the Grantee's Board of Directors.

VII. PUBLICITY. To help the public gain awareness, both of this project and the Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures, web site or publicity you generate about your project. Please contact the Foundation's communications staff at 218-326-0523 for questions about developing public awareness of your grant or to obtain logos as you may need them.

In addition, the Foundation regularly communicates with its many stakeholders and audiences about its grant activities. As part of this effort, Foundation staff may wish to obtain additional information about and/or photograph/videotape various aspects of your project for use in Foundation communications tools. These may include the Foundation Web site, public reports including the annual report, news releases, brochures or other printed

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materials and board tours. Foundation staff would contact and coordinate with the key contact listed on the grant application to make arrangements.

- VIII. WITHHOLDING OF FUNDS - TERMINATION.** This Agreement may be terminated at any time by either party in writing. Any use by the Grantee of the grant proceeds for any purpose other than as specified herein will terminate the Foundation's obligation to make further payments under this Agreement. In addition, the Foundation may, at its sole option, terminate this Agreement at any time if:
- (A) Grantee receives notice of any proposed revocation of Grantee's tax-exempt status or reclassification to other than *nonprivate* foundation status by the Internal Revenue Service or if Grantee loses status as an organization in good standing with any State authority.
 - (B) In the Foundation's judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with conditions in this Agreement.
 - (C) The Foundation reserves the right as to any moneys not yet paid under this Agreement, to withhold payment if the Grantee fails to submit to it any report or reports required hereunder. Said withheld payment or payments may be later released, but only at the discretion of the Foundation. Upon final termination of this Agreement, the Grantee shall promptly, upon the request of the Foundation, repay to the Foundation all expected grant funds, and the Grantee shall not be entitled to any further funds under this grant.
- IX. NON-WAIVER BY CONDUCT.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.
- X. LIABILITY AND INDEMNITY.** The Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the grant. Grantee shall defend, indemnify and hold harmless the Foundation and the Foundation's directors, officers, employees, affiliates, agents, successors, and assigns from any and all liability, losses, damages, claims, demands, actions, causes of actions, attorney's fees, cost, expenses of whatever nature arising directly or indirectly from, or relating to this Agreement.
- XI. GOVERNING LAW AND VENUE; ENTIRE AGREEMENT.** This Agreement and any executed amendments hereto shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a court of competent jurisdiction in Itasca County. This Agreement, with any executed amendments, constitutes the entire agreement between the parties with regard to the matters set forth herein.

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- XII. COPYRIGHTS, PATENTS AND PROPERTY RIGHTS.** If it is anticipated that intellectual property issues will result from this grant, specific understandings should be negotiated as part of this Agreement. Unless otherwise agreed, intellectual property rights resulting from the grant may be copyrighted by grantee subject to the right of first refusal to copyright such materials by the Foundation. In regard to personal and real property acquired with grant proceeds, it is expected that in the event of a grantee ceasing to use such property for the purposes outlined in this Agreement, that such property or the proceeds from sale or lease of said property be directed to a consistent charitable purpose in the same geographic area.
- XIII. AUTHORIZATION OF GRANTEE.** The Grantee warrants and represents that (i) it is authorized to enter into and legally is able to perform all obligations imposed on and entered in this Agreement and (ii) this Agreement shall bind any of its successors or assigns.
- XIV. AMENDMENT.** This Agreement may not be modified or amended except by written instrument signed by both parties to this Agreement.

GRAND RAPIDS ECONOMIC DEV. AUTHORITY

BLANDIN FOUNDATION

Signature of Officer

Director of Community Development

Title

DocuSigned by:



Mary Magnuson,

G-2022-13444

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, would you please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

Name: _____

Title: _____

Mailing Address: _____

Telephone: () _____ - _____

E-mail address _____

Schedule of Events

City of Grand Rapids Itasca County, Minnesota

For the proposed modification to the Development Program for Municipal Development District No.1 & the proposed establishment of Tax Increment Financing District No. 1-14: Arbor Wood (a redevelopment district)

Draft as of September 29, 2022

October 12, 2022	<p>Project information, property identification numbers, fiscal impacts and maps sent to Ehlers for drafting documentation.</p> <p>Ehlers confirms whether building permits have been issued on the property to be included in the TIF District.</p>
October 17, 2022	Letter received by County Commissioner giving notice of potential redevelopment TIF district (at least 30 days prior to publication of public hearing notice). [Ehlers will distribute.]
By October 25, 2022	Ehlers conducts internal review of Plans.
October 28, 2022	<p>Fiscal/economic implications received by School Board Clerk and County Auditor (at least 30 days prior to public hearing) and County receives information for review of county road impacts. [Ehlers will distribute.]</p> <p>*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because City staff believes that the proposed TIF district will not require unplanned county road improvements, the TIF Plan was not forwarded to the County Board 45 days prior to the public hearing. Please be aware the County Board could claim that tax increment should be used for county roads, even after the public hearing.</p>
November 16, 2022	<p>Publication of hearing notice and map in the Grand Rapids Herald Review (at least 10 days but not more than 30 days prior to hearing). [Ehlers will submit notice, map and instructions. Publication deadline: November 14, 2022.]</p>
November 17, 2022	EDA meets at 4 PM to considers the Plans, resolution recommending adoption of the Plans in connection with the TIF District. [Attorney provides resolution by November 10, 2022.]

November 28, 2022	<p>City Council holds public hearing at 5:00 PM on the modification to the Development Program for GREDA Development District and the proposed Establishment of Tax Increment Financing District No. 1-14 Arbor Wood and considers a resolution approving the Plans. [Ehlers and attorney provide packet information November 21, 2022.]</p> <p>City considers an Interfund Loan resolution in connection with the TIF District.</p>
November 29, 2022	City may issue building permits.
Before June 30, 2023	Ehlers files the Plans with the MN Department of Revenue, Office of the State Auditor, and requests certification of the TIF District with the County.

An action under subdivision 1, paragraph (a), contesting the validity of a determination by an authority under section 469.175, subdivision 3, must be commenced within the later of:

(1) 180 days after the municipality's approval under section 469.175, subdivision 3; or

(2) 90 days after the request for certification of the district is filed with the county auditor under section 469.177, subdivision 1.

