



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING AGENDA

Thursday, November 13, 2025
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, November, 2025 immediately following the closed meeting.

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 October 23, 2025 regular meeting.

APPROVE CLAIMS

- [2.](#) Consider approval of claims in the amount of \$14,027.62

BUSINESS

- [3.](#) 2026 Work Plan Development
- [4.](#) Consider approval of a proposal from Braun Intertec to conduct environmental consultant services pertaining to Minnesota Department of Agriculture (MDA) regulation of know agricultural chemicals present at the former Itasca County Farm Services Co-op (GREDA Site).
- [5.](#) Consider adopting a resolution approving the second amendment to the Purchase and Development Contract (PDC) between GREDA and Free-Range Food Co-op (FRFC).
- [6.](#) Consider approval of a proposal from Baldwin Creative for communications services.
- [7.](#) Consider approval of a Subgrant Agreement with Grand Rapids Downtown Alliance, Inc.

UPDATES

ADJOURN

MEMBERS & TERMS

Dan Mertes - 12/31/2025 Council Representative

Rick Blake - 12/31/2025 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 MINUTES

Thursday, October 23, 2025
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 23, 2025 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

President Sholom Blake
Commissioner Wayne Bruns
Council Representative Rick Blake
Council Representative Dan Mertes

ABSENT

Commissioner Al Hodnik
Commissioner Bill Martinetto
Commissioner Jean MacDonell

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 .*

Approved without addition.

APPROVE MINUTES

1. Consider approval of minutes from the October 9th, 2025 regular meeting.

Motion by Commissioner Mertes, second by Commissioner Bruns to approve the minutes from the October 9th, 2025 regular meeting. The following voted in favor thereof: Bruns, Mertes, S. Blake, R. Blake. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$4,283.39

Motion by Commissioner R. Blake, second by Commissioner Bruns to approve claims in the amount of \$4,283.39. The following voted in favor thereof: R. Blake, S. Blake, Mertes, Bruns. Opposed: None, motion passed unanimously.

UPDATES

Commissioner Martinetto joined the meeting at 4:03 p.m.

Downtown Alliance- A meeting was held led by Katrina Pierson of Pierson Henry it was a great turn out with 35 people in attendance. The articles of corporation have been filed and a posting for the Executive Director will be advertised in the next month.

Crystal Lake Estates 2nd Addition- The preliminary plat is completed and will go before the Planning Commission at their November Meeting. Staff will advertised for bids in early 2026 for demolition and utilities with work commencing in the spring.

GREDA Website- This is still a work in progress staff is working with a photographer to get new photos.

Blandin Foundation Grant- There is a budget of \$45,000 for the next three years to implement a communications plan which includes social media, press releases and promote GREDA programs.

2026 Workplan- The next meeting will focus on the development of the 2026 Workplan.

ADJOURN

There being no further business the meeting adjourned at 4:11 p.m.

MEMBERS & TERMS

Dan Mertes - 12/31/2025 Council Representative

Rick Blake - 12/31/2025 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 - NOVEMBER 13, 2025
DEPARTMENT SUMMARY REPORT

Item 2.

EDA

BRAUN INTERTEC CORPORATION	1,793.80
JKING CONSULTING	4,280.00
NORTHERN STAR COOPERATIVE SERV	489.81
SEH - GRAND RAPIDS	6,984.28
TREASURE BAY PRINTING	21.50

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 13,569.39

CHECKS ISSUED-PRIOR APPROVAL

V04382 PUBLIC UTILITIES COMMISSION	Bill #Kent Property/Sept25-E	129.62
V04382 PUBLIC UTILITIES COMMISSION	Bill #EDA/Sept25-E	328.61

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 458.23

TOTAL ALL DEPARTMENTS: \$ 14,027.62



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

ECONOMIC DEVELOPMENT AUTHORITY

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

Memorandum:

DATE: November 7th, 2025

TO: GREDA Commissioners

FROM: Rob Mattei, Community Development Director

RE: 2026 Work Plan Development

The principal item of business for the Grand Rapids EDA regular meeting on November 13th will be to begin the development of the 2026 Work Plan. For use in this process, I am attaching a copy of the 2025 Work Plan and a copy of the Draft Economic Development chapter of the Comprehensive Plan.

To prepare yourself for the meeting, I request that you:

- Review the 2025 Work Plan giving consideration to any unfinished business. Should the unfinished items remain as a priority? If so, what additional GREDA action is appropriate and necessary in 2026?
- Review the Goals within the Economic Development chapter of the Comprehensive Plan. What goals are critical and time sensitive? Which goals should GREDA take the lead on? Which goals should GREDA take a partnering or supporting role in furthering, and what should that role be?
- Make a short list of work items you feel should be discussed/considered by the Authority for inclusion in the 2026 Work Plan. You can use the attached blank form to list your items.
 - The criteria applied to individual work items, when developing work plans over the past several years, are: Community Impact, Chances of Success, Resource Availability, and EDA Ownership.
 - **Community impact:** If the goal is achieved, will the impact be substantial in the community?
 - **Chances of success:** Is the objective reasonably attainable?
 - **Resource availability:** Does EDA/City of Grand Rapids possess adequate resources to achieve this goal?
 - **EDA ownership:** But for the EDA, will this objective be achieved by any other entity, commission, or department? Will the EDA be taking a lead role, a partnering role, or a supporting role?

At next meeting we will:

- List all of the individual work items brought by each member.
- Through discussion, we will determine if some items can be consolidated.

- Through discussion, we will determine if the numbers of issues put on the table are reasonably achievable or if the list should be pared down. If it is agreed the list should be pared down, a consensus as to which items should drop out, will need to be reached.

Item 3.

To prepare for the December 11th GREDA meeting, each member will score each work item generated on November 13th, for each of the established criteria, on a scale of 1 to 5 (1 being the low end and 5 the high end). The individual scoring by each Commissioner will be forwarded back to me by December 1st, so all of the Commissioner's scorings can be tabulated within one spreadsheet.

At the December 11th meeting, we will:

- Review and discuss the tabulation and the resulting preliminary ranking
- Commissioners will have the opportunity to discuss, and make a case for work items they feel are important.
- Through consensus, the GREDA will make any final adjustments to the ranking
- Lastly, the GREDA will determine which items will be listed as GREDA taking a lead role, a partnering role or a supporting role.

Following that meeting, staff will develop a work approach, based on a quarterly timeline, for each priority issue. This will then be presented to the GREDA for final adoption or adoption with additional changes at the January 8th, 2026 GREDA meeting.

Please call me if you have any questions at 326.7622.

GREDA
2026 Work Plan Development

List of Potential Work Items
11/13/25 Meeting

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____



Grand Rapids Economic Development Authority 2025 Work Plan

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Ensure an adequate inventory of industrial sites and facilities exist to accommodate full industrial, warehousing & distribution business expansion and relocation potential.	Lead	S	- Complete as needed due diligence to ensure sites are shovel-ready. - Scope out development costs for future industrial park expansion. Continue to work on addressing 48C Tax Credit Eligibility.	- Consider strategic land acquisitions that will support the need for future industrial sites. - Continue to work on addressing 48C Tax Credit Eligibility.		
Continue to work with HWY 35 on current and future development opportunities.	Lead	S	- Collaborate with HWY 35 on efforts focused on workforce attraction. - Work with spinoff developments/businesses interested in a Grand Rapids location.			

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule				Item 3.
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4	
Industry Advancement/Support							
Pursue and support initiatives addressing housing shortages	Lead	S	- Continue to support private development interest in housing projects by reviewing proposed uses of TIF and/or Tax Abatement. - Complete the sale of GREDA sites and development of multi-family housing by Oppidan and Unique Opportunities.	- Work with housing developers, MN IRRR, MHFA, GMHF and Blandin Foundation to incentivize and remove financial barriers for projects. - Complete an inventory of sites available for additional housing. - Advance the redevelopment of the former School Admin. Building.	Continue to advance the Commonwealth purchase and development of the 4th Ave. SE site.		
Pursue strategic property acquisitions in key commercial, industrial, and residential areas.	Lead	S	Consider requesting a Program Related Investment or grant from the Blandin Foundation to sufficiently capitalize a fund for strategic acquisitions that support both industrial expansion and commercial residential redevelopment and development				
Continue support of the Yanmar expansion.	Lead	S		- Collaborate with Yanmar on efforts focused on workforce attraction. - Pursue grant funding to support the next phases of expansion, as needed.			

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Support initiatives addressing workforce and childcare shortages	Partner	S		Communicate with major employers on workforce challenges.	Pursue funding opportunities to support the professional development and implementation of an innovative and aggressive workforce recruitment strategy.	
Provide as needed support for wood product industries.	Lead	S	Continue ongoing regular communications with Blandin Paper management regarding as needed assistance.			
Transportation/Logistics						
Continue to advocate for highway transportation route improvements to improve linkages between Grand Rapids and the interstate, the Duluth port.	Lead	L		Consider grant opportunities to sponsor research that examines the economic importance and transportation function of the Hwy 2 corridor between Grand Rapids and the Duluth Port/Interstate Highway		

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule				Item 3.
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4	
Redevelopment & Downtown							
Downtown Plan Implementation.	Lead	S	- Provide support and leadership in completing the establishment of the Downtown Alliance. - Continue to market the Downtown Mandated Building Improvement Loan and Commercial Building Improvement Loan Programs.	Assist with the redevelopment of downtown sites, specifically the Pluemers Building, GREDA lots and Block 36 (Free Range Food Co-op)			
Support the redevelopment of strategic commercial sites outside of the downtown with a focus on the Hwy 2 West corridor.	Lead	S		Pursue funding sources to support the demolition of the former Itasca Co. Farm Co-op building.	- Complete the TH2 Land Use and Development Plan. - Support investment interest in the redevelopment of sites such as the former Grand Rapids Marine, Itasca County Farm Co-op, Ben's Bait, Don-delinger Dodge and other sites identified in the TH2 Land use and development Plan		

Introduction

The economic vitality of a community is critical to its long-term success. Good-paying jobs and a solid tax base are key to providing adequate funding for roads, schools, parks, snow removal, and other services and amenities that retain and attract businesses and residents.

Demographics

The Minnesota State Demographer estimated the City of Grand Rapids population to be 11,389 in 2017. Grand Rapids Township was annexed into the City in phases between 2000 and 2010. Since 1990, the population of Grand Rapids/Grand Rapids Township has been relatively stable, ending on a high note, with 4.7% growth between 2010 and 2017 after sustaining a 2.4% loss between 2000 and 2010.

Between 2017 and 2045, the Minnesota State Demographer projects growth for Itasca County to be less than 1,500. Given these projections and historical population trends for City of Grand Rapids, the City is likely to experience slow to moderate growth. Population shifts within the county could occur (e.g. due to aging rural residents moving into the City for better access to health care) creating a higher rate of growth in the City.

Workforce

While the population is expected to grow at a slow to moderate pace, the workforce is expected to decline about 3.3% during the decade 2020-2030 (see [Table 6.1](#)). As members of the baby boom generation exit the workforce, a smaller cohort of replacement workers (age 25-44) enter the Itasca County workforce.

The labor market is tightening throughout the Northeast MN. According to DEED, the number of job seekers per job has declined from a peak of 11/job in 2009 to .8 in 2018 in the region.

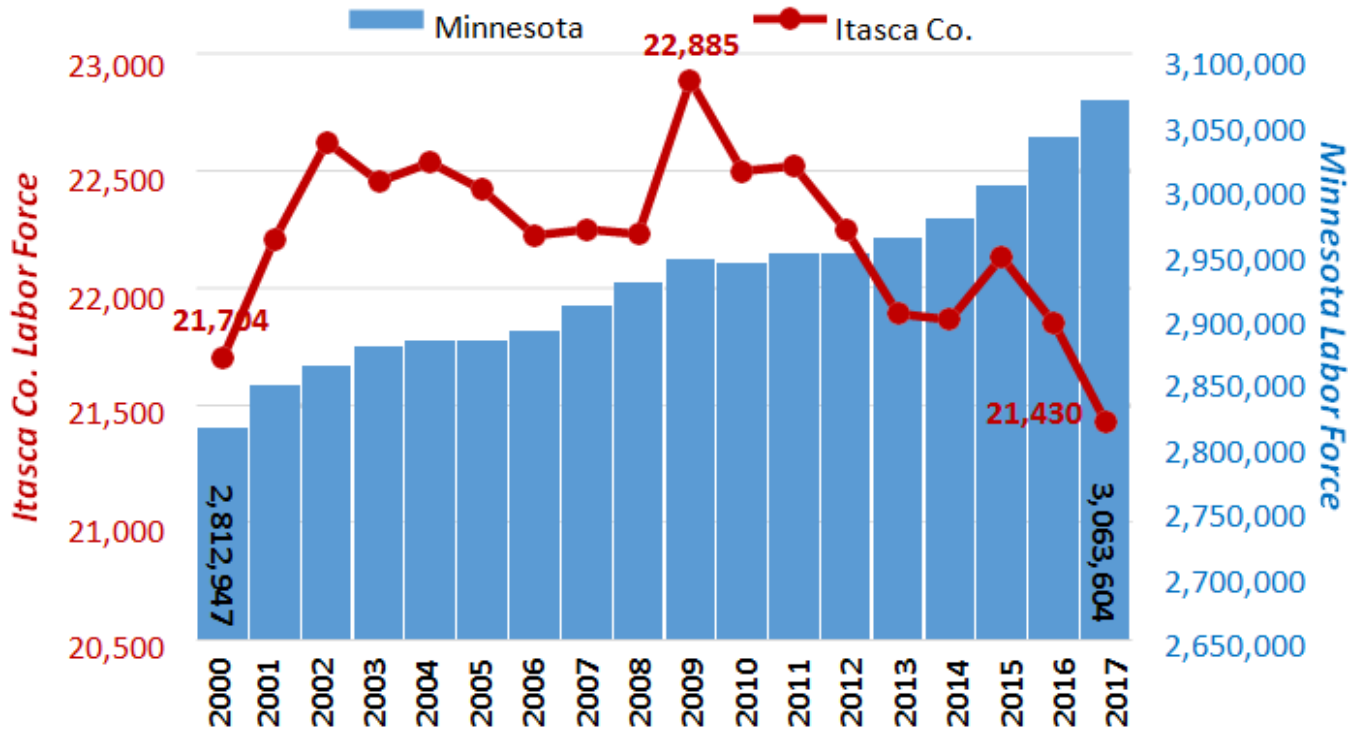
Table 6.1. Labor Force Projections

Itasca Co.	2020	2030	2020-2030 Change	
	Labor Force Projection	Labor Force Projection	Numeric	Percent
16 to 19 years	1,271	1,115	-156	-12.3%
20 to 24 years	2,546	2,562	16	0.6%
25 to 44 years	7,744	8,536	793	10.2%
45 to 54 years	4,134	3,890	-244	-5.9%
55 to 64 years	4,358	3,128	-1,230	-28.2%
65 to 74 years	1,090	1,071	-20	-1.8%
75 years & over	236	365	129	54.5%
Total Labor Force	21,380	20,669	-712	-3.3%

Source: Itasca County Labor Market Analysis, MN DEED, December 2018. Calculated from Minnesota State Demographic Center population projections and 2013-2017 American Community Survey 5-Year Estimates

As shown in [Figure 6.1](#), Itasca County's labor force has been shrinking while the state labor force has grown. During the 15 year period 2002-2017, Itasca County's labor force showed a loss, -5.3%, while the state labor force showed a gain of 7.1%.

Figure 6.1. Annual Labor Force Estimates
Annual Labor Force Estimates



Source: DEED Local Area Unemployment Statistics (LAUS) Program

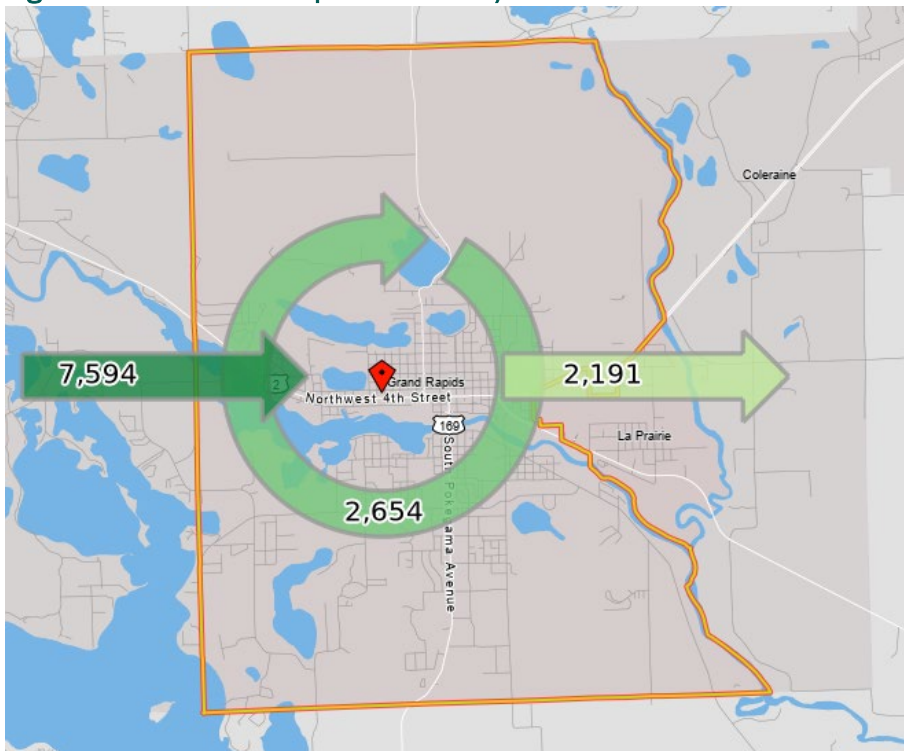
The underlying issue is demographic change and the retirement of a large cohort in the workforce – the baby boom generation. Consequently, talent attraction is a critical issue for businesses and communities across the country. Economic development is increasingly integrated with workforce development, talent attraction and attention to community development factors such as housing, parks and recreation, quality schools and health care. Rural areas face a particular challenge with the attraction of managerial, technical and professional workers because limited employment opportunities can impact the trailing spouse in two-earner households. Workforce development, talent attraction and trailing spouse issues are all considered important by area employers contacted during the economic development research process for the comprehensive plan.

Employment Center

Grand Rapids serves as an employment center for the region. According to the US Census Bureau, 12,439 people were employed in Grand Rapids in 2017. Of these, 2,654 lived and worked in the City; 7,594 commuted into the City for employment; and 2,191 residents were employed outside the City (see [Figure 6.2](#)).

These employment characteristics – strong employment of residents and a significant inflow of workers reinforce the opportunity for Grand Rapids to serve as center for retail trade. Consumers often shop for convenience goods from grocery stores, pharmacies, hardware stores and lumber yards where they work or where family members attend school.

Figure 6.2. Grand Rapids MN Inflow/Outflow Job Counts



Source: U.S. Census, OnTheMap, LEHD Data

Retail Trade Center

The City of Grand Rapids serves as a retail trade center reaching north to Effie, west to Bena, south to Hill City and Floodwood and northeast to Nashwauk. Bemidji, Hibbing and Duluth are competitive retail centers to the west, northeast and southeast respectively. The University of Minnesota Extension prepared a retail market for Grand Rapids in 2014 and identified the retail trade area as shown in [Figure 6.3](#). In addition to the trade area identified in grey, the U of MN extension researchers identified a Convenience Trade Area (red circle) with a 10-mile radius. The City has a strong “pull factor” and shows particular strength for sales in the following categories that reflect its important role in meeting the daily goods needs of area consumers: grocery stores; beer, wine and liquor stores; sporting goods stores; specialized building material dealers; full-service restaurants; automotive parts, accessories and tires stores; hardware stores, pharmacies and drug stores; sewing goods and needlework stores; motorcycle, boat and other motor vehicles; and home centers. It also shows a sales surplus, compared to national benchmarks in computer and software stores, home furnishings/furniture stores, gift, novelty and souvenir stores, optical goods, footwear and office supplies,

indicating that many people purchase these goods in the community. The research indicated that there is some leakage to other markets for clothing as well as appliances, televisions and other electronic goods.

Figure 6.3. Retail Trade Area

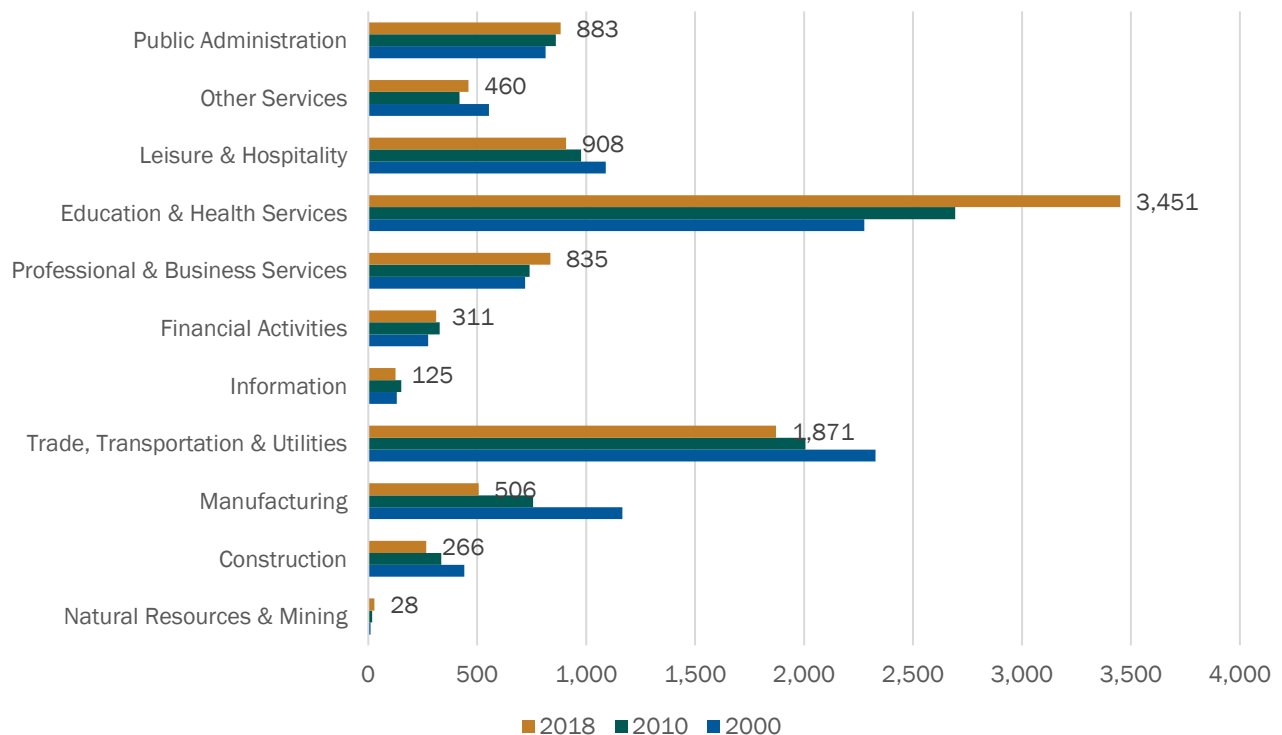


Source: University of MN Extension, January 2014

Employment & Wages

Total employment in Grand Rapids has remained relatively constant over the period 2000-2018. However, the composition of employment has changed. Employment gains of 1,290 in Professional and Business Services, Education and Health Services offset employment losses of 1,290 in Manufacturing, Trade, Transportation and Utilities as shown in **Figure 6.4**. High wage manufacturing jobs have been replaced by lower wage jobs in other sectors, most notably health care.

Figure 6.4. Employment by Industry



Source: Quarterly Census of Employment and Wages

Table 6.2. Average Weekly Wage

	Average Weekly Wage 2018
Natural Resources & Mining	\$2,307
Construction	\$1,013
Manufacturing	\$1,626
Trade, Transportation & Utilities	\$693
Information	\$734
Financial Activities	\$1,032
Professional & Business Services	\$534
Education & Health Services	\$761
Other Services	\$522
Public Administration	\$1,146

Source: Quarterly Census of Employment and Wages, 2018

Table 6.3. Employment Change

	2000	2010	2018	Change 2000-2018
Natural Resources & Mining	11	17	28	17
Construction	440	335	266	-174
Manufacturing	1,166	757	506	-660
Trade, Transportation & Utilities	2,327	2,006	1,871	-456
Information	130	151	125	-5
Financial Activities	274	328	311	37
Professional & Business Services	719	740	835	116
Education & Health Services	2,277	2,693	3,451	1,174
Leisure & Hospitality	1,090	977	908	-182
Other Services	553	419	460	-93
Public Administration	814	860	883	69
Total Employment	9,801	9,283	9,644	-157

Source: Quarterly Census of Employment and Wages, 2000, 2010, 2018

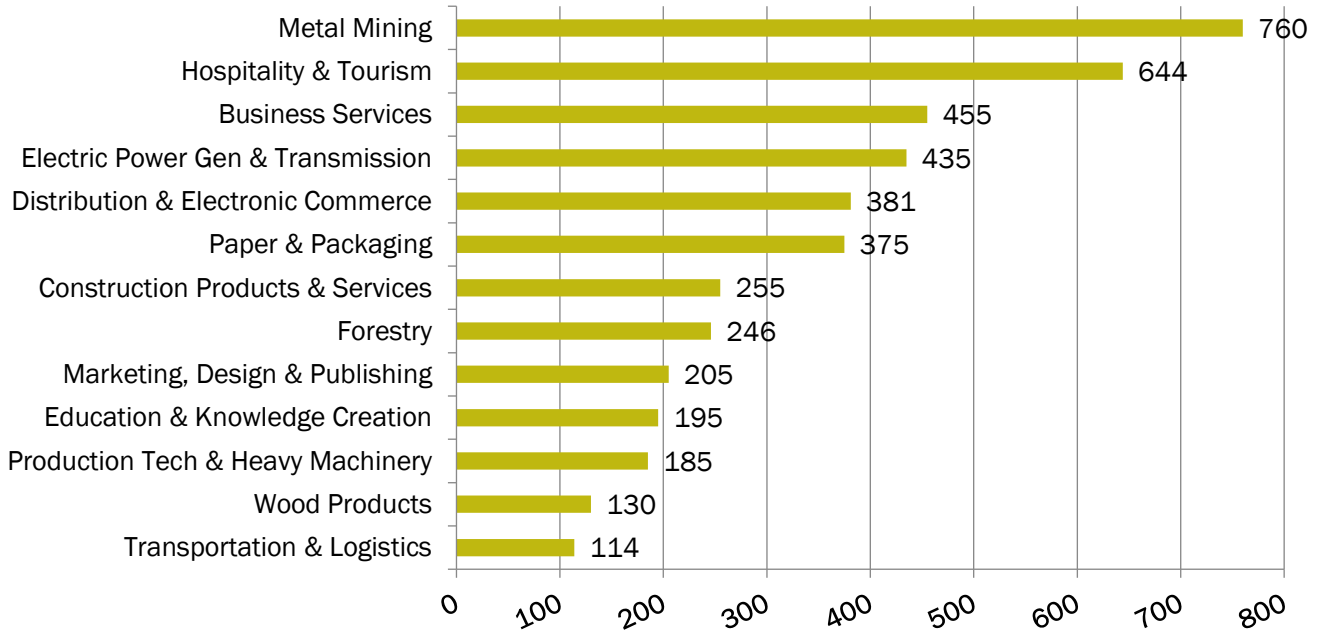
Employment Characteristics

Local economies are characterized by businesses in “traded industry clusters” and “local clusters”.

Businesses in **traded clusters** serve markets in other regions or nations. Traded cluster industries in Grand Rapids include hospitality and tourism, business services, distribution and e-commerce, paper and packaging, manufacturing, paper processing, transportation and utilities, and tourism. Wages are typically higher in traded cluster businesses.

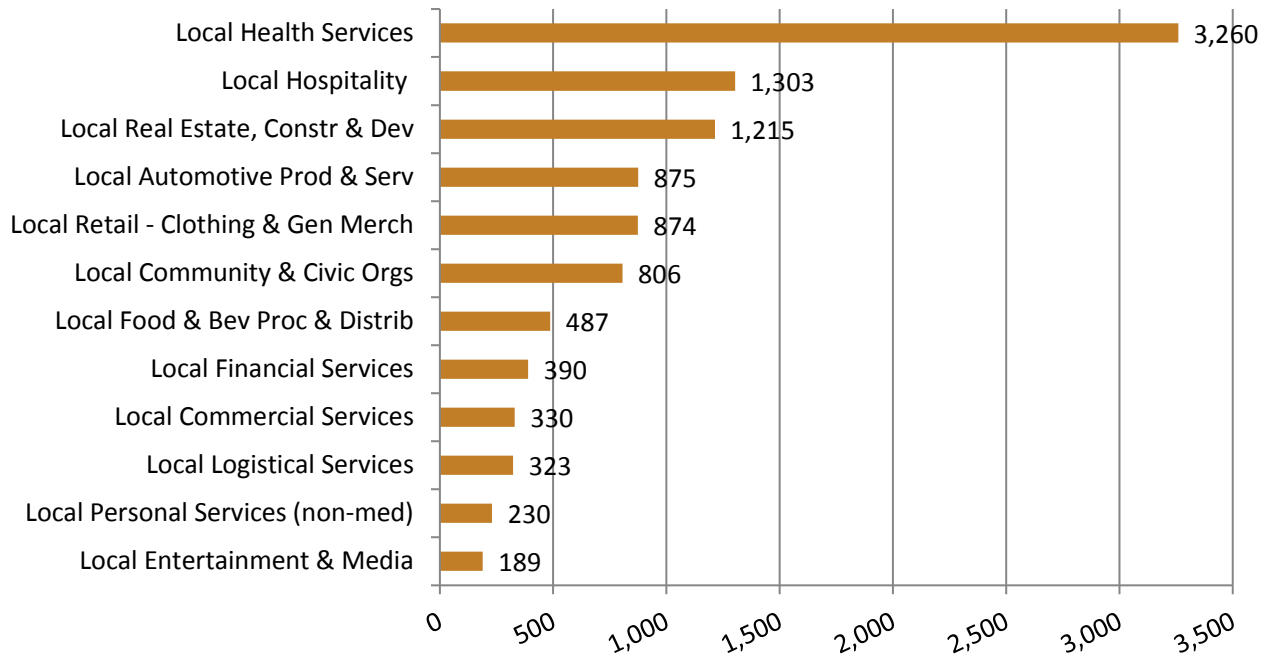
Local cluster businesses sell products or services primarily to the local market. Examples include health care, education and retail businesses such as grocery stores, hardware stores, lumber yards and pharmacies.

Figure 6.5. Itasca County Employment by Traded Cluster, 2016



Source: US Cluster Mapping Project

Figure 6.6. Itasca County Employment by Local Cluster, 2016



Source: US Cluster Mapping Project

Table 6.4. Major Employers in the City of Grand Rapids

	Product/Service	Approximate Number of Employees
ISD #318	Public education	650
Grand Itasca Clinic and Hospital	Health care	526
Itasca County	Government	431
UPM Blandin Paper Mill	Paper mill	240
Grand Village Nursing Home	Skilled care nursing home	250
Arrowhead Promotion and Fulfillment Co.	Promotion and fulfillment processing	220
Wal-Mart Stores, Inc.	Discount retail	183
Minnesota Diversified Industries	Assembly and packaging solutions	172
ASV Holdings	All season vehicle manufacturing	153
City of Grand Rapids	Government	148
Target Corporation	Discount retail	148
MN Department of Natural Resources	Government	135

Source: City of Grand Rapids Website and 2019 Comprehensive Plan employer interviews

Industrial Land

City staff updated the industrial land inventory for Grand Rapids and other area communities in 2019. The City and GREDA have been involved with the development of six industrial parks and have sold a total of 129.4 acres to 29 businesses since 1969. (see [Table 6.5](#)). The average industrial land absorption per year for the period, 1969 to the present, was 2.59 acres per year. For the period, 1992 to the present, absorption was 3.62 acres per year.

Table 6.5. Previously Developed City/GREDA Industrial Property

Plat	Plat Year	Total Acreage	# of Businesses
Industrial Park One	1969	31.8	17
Industrial Park Two	1992	31.7	4
Industrial Park East	1999	5.2	1
Industrial Park East 1st Add.	2001	32.2	2
Airport S. Industrial Park - Phase 1	2007	6.7	3
GREDA IEIP	2010	21.8	2
Total	–	129.4	29

Source: GREDA, 2018

GREDA currently owns 19 serviced industrial sites, totaling 32.4 acres, detailed in [Table 6.6](#). Based on the historic absorption rate 1992- present, the City controls a 9 year inventory. The average site size is 1.7 acres. Based on an assumption of 4.1 acres per business, the City has sufficient inventory for 7 businesses.

Table 6.6. Current Inventory of GREDA Owned, Undeveloped, Industrial Property with Utilities

Plat	Plat Year	Total Acreage	# of Sites
Industrial Park East	1999	14.5	8
Airport S. Industrial Park - Phase 1	2007	9.8	5
Airport S. Industrial Park - Phase 2	2009	8.1	6
Airport Road Site	--	20.0	1
Total	–	52.4	20

Source: GREDA, 2018

Itasca Economic Development Corporation and a private party own an additional 223 acres of industrial property (Itasca Eco-Industrial Park) without sewer and water utilities, detailed in [Table 6.7](#).

Table 6.7. Current Inventory of Undeveloped, Industrial Property with no Utilities

Site Description	Total Acreage	# of Sites
Privately owned, IEIP Site (Grand Rapids)	134.5	1
IEDC - IEIP Site (Cohasset)	63.5	1
Total	223.0	2

Source: GREDA, 2018

The market for industrial land in Grand Rapids will be influenced by the availability of property in Cohasset and Coleraine which are located within 10 minutes of Grand Rapids. These two communities have a total of 5 sites with 12 acres of serviced land available. In addition, Cohasset owns an additional 250 acres of un-serviced land in an expansion area.

Table 6.8. Current Inventory of Privately and Publicly Offered Industrial Sites in Surrounding Communities

Site Description	Total Acreage	# of Sites
Cohasset Industrial Park w/Utilities	2.7	1
Cohasset Industrial Park Expansion Area	250.0	18
Coleraine Eagle Ridge Technology Park	7.5	3
Coleraine Industrial Park	1.8	1
Total	262.0	23

Source: GREDA, 2018

Based on the existing inventory of industrial sites in Grand Rapids and Cohasset, there is no immediate need to purchase additional land for future industrial expansion. The City will want to consider extending utilities to un-serviced GREDA-owned sites to meet market demand.

Economic Development Framework

The Grand Rapids Economic Development Authority (GREDA) plays the primary economic development role in the City. The City and GREDA often collaborate on development related initiatives with local and regional partners, including the Grand Rapids Area Chamber of Commerce, Visit Grand Rapids, Itasca Economic Development Corporation (IEDC), Iron Range Resources and Rehabilitation (IRRR), Area Partnership for Economic Development (APEX), the Northspan Group, Inc. and the MN Department of Employment and Economic Development.

Economic Development Successes, Issues and Opportunities

Development issues and opportunities serve as the foundation for crafting the community's economic development strategy and priorities. Economic development successes, issues and opportunities identified through an analysis of data and input from the Grand Rapids Economic Development Authority, the comprehensive plan steering committee, interviews with employers and economic development allies (e.g. IEDC, chamber, IRRRB, APEX) are summarized as follows.

Successes

Grand Rapids is perceived as forward-thinking and diversified, especially when compared with other areas of Northeast Minnesota. Community members are proud of recent investments in the new elementary school, the Reif Center update, medical district investments, the collaboration on the new "Y", the Keisler Wellness Center, commercial rehabilitation projects in the US 169 corridor and downtown, residential developments and the collaboration on arts, culture, recreation and entertainment. These investments and collaborative activities differentiate Grand Rapids and help the community attract young talent. The expansion of ASV, Arrowhead Promotions and the attraction of ACC Manufacturing and Swan Machine are considered important additions to the community's economic base. Successes identified in the retail sector include downtown projects completed with the storefront loan and DEED Small Cities Development Program funds. Specific commercial redevelopments/developments noted include: Thousand Lakes, Culver's, L&M Supply, Aldi's, Hardee's, Sawmill Inn and the brewpubs.

Strengths

Attractive diversified regional center and tourism destination

Grand Rapids role as a diversified regional center – including a good industrial base, the county seat, community college, medical center, retail hub, small local businesses and state government offices – is seen as the foundation for the community's future, helping it weather the economic ups and downs of a natural resource-oriented region. The area's lakes, outdoor recreation opportunities and tourism industry play a valuable role in introducing people to Grand Rapids. The businesses and amenities that serve visitors provide quality of life benefits enjoyed by residents and help attract talent to the community. The community is considered desirable and attractive, drawing more young people than other range communities. Community resources like the well-regarded school district, Blandin Foundation, Blandin leadership program, YMCA, Grand Rapids Area Library, good broadband infrastructure, KAXE, Reif Center, ice arena and trails differentiate Grand Rapids. Throughout engagement, Grand Rapids was described it as "magnetic – people want to live here". The area convention and visitors bureau, Visit Grand Rapids, is recognized for effective marketing and cultivating a positive image for the community.

Quality workforce

In addition to its good industrial base, the quality of the workforce was recognized by management with experience outside the region. The workforce was described as "one of the best anywhere, technically literate and easy to motivate...just a little guidance, they will take it and run." Another described it as "skilled and dedicated, with a great work ethic".

Leadership and culture

Good leadership and a culture of caring for each other are identified as cultural characteristics underlying Grand Rapids success. The collaborative, caring spirit of the community is illustrated by an innovative partnership between the City, the YMCA, eldercare and healthcare organizations and the new Keisler Wellness Center. The City is recognized for effective partnerships with economic development allies and its capacity to put together financing packages needed to make complex development and redevelopment

projects happen in a rural regional center. The Blandin Foundation and a broader culture of philanthropy in the community are perceived as central to the quality of life in the community.

Good planning, infrastructure and development support

Internal and external stakeholders recognize the City for good planning and infrastructure investments including roads, schools, water and sewer, broadband and land for commercial/industrial development. The community's inventory of industrial sites, including the former Ainsworth "megasite" are recognized as important assets along with sites zoned for commercial development. The City's capacity to support revitalization of commercial properties is valued. The Commercial Building Improvement Loan and Small Cities grants through GREDA and other local incentives are considered important strengths critical for redevelopment. Developers who understand the Grand Rapids market are considered an asset to the community. They invest in the community, own property long-term and care about their real estate and the community overall.

Weaknesses/challenges/threats

Location and transportation infrastructure

Grand Rapids location and transportation are considered Grand Rapids's primary disadvantages.

- The distance from major markets creates high freight costs for manufacturers.
- The distance and the lack of four-lane roads between the community and Minneapolis-Saint Paul (180 miles), Duluth (80 miles) and Bemidji (70 miles) are considered barriers to development.
- This challenge is compounded by the lack of commercial air service to Grand Rapids. The nearest scheduled service is in Hibbing, 45 minutes away. Additional options are available in Duluth and Bemidji, each approximately 1.5 hours away.
- An aging fixed base operator (FBO) facility at the airport is perceived by some to create a poor first impression of the community, for those who arrive by private plane.
- Grand Rapids is served by BNSF Railway Co. The lack of a competitive rail service provider affects the rates and quality of service experienced by shippers in the community.
- The community lacks local public transportation.
- The lack of ridesharing options (e.g. Uber, Lyft) impacts residents and visitors to the community.

Workforce and Talent Attraction

Challenges to attracting and retaining a capable workforce sufficient to meet employers' needs is a challenge across the country as the baby boom generation retires. Smaller communities in rural areas face particular challenges because two-career households are much more typical than they were in the past. Smaller communities offer fewer employment options to both members of the household. This is especially a problem with the recruitment of managerial, technical and professional workers. Finding rewarding employment for the "trailing spouse" can be challenging.

The lack of affordable housing affects many small communities because the cost of new construction often exceeds market values in the community. An aging housing stock and a lack of rental opportunities limits growth and the ability to attract talent. One employer noted the lack of moderately priced housing, condos or townhomes. Another noted, "We need housing that's affordable for good people in lower wage jobs - bank tellers, resort staff and retail jobs." Some employers consider the lack of temporary housing for people who move to town from out of state to take employment to be problematic. There are almost no options available. One employer indicated that it works out better if someone moves to the community in the fall and can rent a winterized cabin on the lake until spring. But that's not a reliable option, because you recruit throughout the year.

The community is considered friendly to people who move into the area, but not inclusive. Consequently, social life can be challenging for newcomers, impacting the ability of businesses to retain recruits. This challenge apparently impacts a broad range of newcomers, but is especially challenging for single people.

The lack of available, reasonably priced childcare limits workforce participation. This is a problem that affects Grand Rapids and communities throughout Greater Minnesota. It is particularly challenging for health care and forest products processing plants and others that operate 24/7.

While the technical aptitude, skills and work ethic of workers in the area are exceptional and valued by employers, competition from the cyclical mining industry can create challenges for manufacturers, who find workers leave them when high-wage jobs are available in mining. Similarly, drivers and loggers leave the forest products industry for similar jobs in the mining industry.

Grand Rapids has a unique opportunity to draw on its September 2019 recognition in USA Today as one of the '50 Best Places to Live in the US' and build a more robust talent attraction initiative.

Downtown and retail challenges

Although there are vacancies and the business mix has changed in downtown Grand Rapids, the community has been reasonably successful in securing reinvestment and updating facades. However, community members are concerned about empty storefronts, Central Square Mall and Central School. They place a priority on downtown revitalization.

Downtown areas have been challenged since the advent of the shopping mall in the late 1950s. Retail formats have transformed from historic "Main Street" shops that are typically deep and narrow with limited parking, to shopping malls and "retail boxes" surrounded by parking lots, often located on a major highway near the edge of town. The trend toward on-line shopping and ever-faster, often-free delivery is disrupting the retail sector. The large aging baby boomer generation is expected to purchase fewer goods and more services. Younger generations express less interest in acquiring things and more interest in experiences than previous generations. In response to these trends, many shopping malls and other retail centers are in the process of changing their business mix and use of space to provide more opportunities for people to gather, engage in activities and entertainment.

Historic downtown areas, often viewed as the "heart of the community", often struggle in the transition to finding a new niche. Services businesses such as legal and accounting firms, title companies, dentists, chiropractors, eye clinics and salons are able to use historic storefront spaces productively. In many cases they choose to own the property also. These types of businesses generate sufficient revenue to maintain the buildings in good condition. Parking demand for staff and customers typically works well with limited on-street parking and possibly alley parking. Accessibility can be a concern, particularly for those in health care related businesses. Some communities have worked successfully with these property owners to create rental housing opportunities in upstairs apartments. However, these types of services businesses don't bring "shoppers" to a commercial district.

It is challenging with independent business and property owners to be strategic about tenant mix. But a strategic tenant mix benefits business owners, property owners and the community in the long term. Property owners and cities have successfully identified districts that concentrate businesses that can benefit each other – concentrations of outdoor and arts-oriented businesses, breweries with adjacent restaurants or space for food trucks, restaurants and bars near theaters and bowling, coffee shops adjacent to bookstores, yoga and fitness studios near health food stores. A collective focus on the customer and the customer experience is important to revitalization efforts.

Some businesses in communities with a limited tourism season are able to develop an on-line sales presence to supplement storefront sales. Promotion of this model and related technical assistance can help develop or preserve visitor-oriented shopping areas.

The commercial corridor on US 169 has seen investment over the past decade. But retailers have begun pulling back recently. The closure of Herberger's and Shopko stores nationally has been challenging for many communities. Attempts at retail attraction locally face headwinds with changes underway in the retail sector nationally. Grand Rapids developers have pursued some retail businesses, but find that the community's population threshold is below the market requirements of some businesses the community would like to attract. Consequently, larger nearby markets like Duluth and Bemidji draw shoppers from Grand Rapids.

Loss of high paying jobs with good benefits

The loss of high paying jobs with good health care benefits (e.g. Blandin Paper, Magnetation) has ripple effects in the community. Fewer employees with good health care benefits has a negative impact on the health care system in the community. The baby boomers who retired from Blandin have financial resources and good benefits, which are still supporting the local economy, but their economic contribution will wane over the next 10 – 20 years.

Loss of visitor amenities and meeting rooms

The tourism industry was described as stronger in Grand Rapids when Quadna Mountain and Sugar Hills attracted winter visitors to the community. There's a perceived decline in the number of tourism-oriented businesses over many years. Most recently the community experienced the closure of the Sawmill Inn, a hotel with dining and meeting rooms. Redevelopment of the property is underway.

Competitive Business Climate

Community leaders spoke about the challenge of providing the amenities people want, and the importance of maintaining a competitive business climate with regard to taxes, utility rates and regulation. The City of Grand Rapids adopted and enforces the Minnesota State Building Code. It is illegal for cities with a population over 5,000 to repeal the state building code. Some townships and cities in the area have not adopted the state building code and this creates some confusion. It was noted through engagement that cold temperature and snow removal are business expenses over which a business owner has no control – adding to the challenge of doing business in the North Country.

Opportunities

Community and economic development stakeholders identified many opportunities for strengthening Grand Rapids economic vitality. They are organized into the following topic areas.

- Talent attraction
- Workforce development
- Development and redevelopment
- Economic diversification
- Forest products and mining
- Visitor infrastructure
- Leadership development
- Transportation infrastructure

Talent attraction

A variety of Grand Rapids area employers need to attract talent from outside the area to manage or grow their operations. Many of these positions are managerial, technical and professional. Communities and employers across the country are working together on talent attraction.

There is significant interest in being more aggressive on talent attraction. The City and IEDC have participated supported the creation of NORTHFORCE website, which serves as job connection website for Northeast Minnesota (e.g. job posting, resume posting). There is interest in providing additional information about the Grand Rapids area as a place to live for people relocating or considering relocation to the community. Existing community websites target other audiences – Visit Grand Rapids targets visitors and the City website is oriented to existing residents. Attraction/relocation websites focus on prospective residents and promote the community as a place to live, work and play.

An interview participant suggested creating programs to reach young people who grew up in the Grand Rapids area and went away to attend college/university to encourage them to return home in their late 20s or early 30s. Another person interviewed focused on exploring and creating a better system for talent attraction. “Who do we need to attract? Where are we posting? How do we recruit people who aren’t looking for a job? How can we use social media effectively to support talent attraction?”

Other rural communities are facing similar talent attraction challenges. The Brainerd Lakes Area Development Corporation created the Key Recruitment Program, a fee-for-service and membership program designed to help businesses in the Crow Wing County area find top-notch candidates to fill key professional positions. The program was funded by BLAEDC, the Blandin Foundation and four founding business members. The program has proven successful over several years and is highly regarded by the business community.

Some communities have developed relocation support systems that involve community leaders and human resources professionals. Such networks provide assistance to identify career opportunities for the spouse of an individual being recruited to a community. Co-working sites and support for entrepreneurship may also help a “trailing spouse” find a rewarding career path in the community. Relocation support networks can be designed to welcome individuals and families and help them make social connections tailored to their personal interests to help retain them in the community. Employee recruitment and turnover are expensive, so businesses consider community relocation support programs to be a good investment.

There appears to be a need for temporary housing for relocating professionals. The extent of the market should be explored with employers who are involved with external recruitment. If demand is relatively small, it may be possible to integrate appropriate housing options into other housing or hospitality projects and help ease the transition for individuals and families.

Housing market studies that are updated on a regular basis help guide development and encourage successful investment. Multi-family senior housing was identified as an option that may be attractive to seniors, freeing up single-family homes for younger families. There is interest in supporting investment and development of sites in Grand Rapids for high-demand market segments. Community and economic development stakeholders suggested that workforce housing is a current need.

The creation of additional childcare capacity can help attract existing residents to participate in the workforce and can factor into relocation decisions. The lack of childcare is a barrier to labor force participation, especially in rural areas of Minnesota. Community support for childcare options may be needed to overcome market challenges.

Workforce development

Itasca Community College and the Grand Rapids School District are well-regarded partners in workforce development for the community and can help retain young people in the community and put them on a path to skilled employment in the area. There was strong interest in innovative models. School districts that have created exceptional school-to-work programs in partnership with area employers include Hutchinson and Alexandria, MN. Paynesville recently completed the first year of an entrepreneurship program at the high school level; the new program was fully enrolled and is supported by the Paynesville Area Community Foundation.

An interview participant indicated an interest in establishing a satellite relationship with a college like St. Scholastica or St. Thomas, possibly in Central School, with a focus on programs to support entrepreneurship, engineering and liberal arts. The City of Apple Valley has successfully co-located satellite operations of several educational institutions in its former City Hall to make higher education options more accessible “south of the river” in the metro area.

Development and redevelopment

Cities typically play an important role in stimulating physical development and redevelopment opportunities. The following sites and areas are considered priority sites for Grand Rapids over the next 1-10 years.

- Downtown Grand Rapids
- Central School
- Former School Sites (Forest Elementary)
- Former Kmart Site
- 20 acre site near Walmart/Home Depot
- Sawmill Inn
- Former Ainsworth Site (Itasca Eco-Industrial Park)
- Former Ray’s Marine Site
- DC Manufacturing
- Residential development sites – market opportunities for workforce and senior housing



Downtown seemed to be the greatest concern to most people. The efforts to date involving the state Small Cities Development Program and local loan funds are highly regarded. Façade improvements are valued, but one interview participant wondered if there is a need for more financial support to address deeper code issues, such as compliance with ADA accessibility laws, upgrade of electrical and HVAC systems, etc. There is also interest in “activation” of downtown.

Recent examples of downtown activation include:

- Sculptures, sidewalk poetry and murals installed by the Grand Rapids Arts and Culture Commission
- The “First Friday Arts Walk” has enjoyed success in recent years
- The recent addition of a brewery and wine-bar downtown

Activation typical involves creation of engaging design features and cultivating a business mix and events that draw people downtown for activities. The events may be sponsored by businesses, non-profits or the community.

On the industrial front, there’s periodic demand for warehouse space and inadequate capacity. It is difficult for developers to build or buy and hold speculatively. However, it is also important to be able to move quickly. When orders come in, businesses often need to expand capacity quickly. Grand Rapids could consider options like a multi-tenant warehouse or a “paper spec” warehouse. Communities work in advance on “paper spec” buildings with developers to speed approval processes and avoid the risk of a vacant building. Advance work by the City and developer includes identifying shovel ready sites, designing prototype buildings in several sizes (e.g. 30,000, 50,000 and 70,000 square feet), maintaining current cost estimates and preparing prototype financing packages and lease rates. This can reduce construction timeframes by several months. The incentive of time can be as important to some businesses as a financial incentive from a community.

Arts and Culture

Arts and Culture is a vibrant component of life in Grand Rapids. Throughout engagement efforts, the success of public art and the arts and culture movement were highlighted for their support of community culture and sense of place. Connections were also drawn between public art and economic development. The Creative MN report, published in 2015, specifically explore the impact of arts and culture on Grand Rapids. According to the report, the arts and culture sector has spurred \$5.1 million in economic impact within the community. That is an imp of \$467.38 per resident. In 2015 a total of 139 jobs were tied to the arts and culture sector and generate \$3,244,000 in household income. Additionally, 54 individuals volunteered for over 2,600 hours across three organizations – valued at \$58,878. It was also estimated that the arts and culture sector hit an audience of over 86,000 people in 2015 – that is nearly 8 times the number of residents in Grand Rapids. Between the Creative MN data and the input gathered throughout the planning process, arts and culture efforts provide a larger opportunity for economic growth within Grand Rapids.

Economic diversification

Community members are interested in economic diversification. A participant noted, “The economy will be more stable long term with 10 small businesses with 40-50 jobs than 2 businesses with 200-300 jobs. Small businesses not dependent on mining or forestry are ideal, because they would be less vulnerable to the ups and downs.”

There’s a recognition that it can be challenging to recruit manufacturing jobs to Grand Rapids because of the distance to market and transportation infrastructure. Diversification into business and professional services that can be “transported” via the internet have expanded into Bemidji, Duluth and other communities in Northeast Minnesota. These types of businesses are considered a potential opportunity for Grand Rapids. Examples of these types of businesses include insurance company or financial services back offices; software development and tech support operations; marketing and communications firms; consulting; and planning, engineering and ecological services firms.

Grand Rapids has some unusual assets that may differentiate the community for the right business. The former Ainsworth site, a “megasite”, is approximately 135 acres. It is served by rail and heavy duty electrical.

It's possible to extend City services to the site. In addition, Grand Rapids has excess wastewater treatment capacity, which could be attractive to certain businesses, most likely a forest products processing operation.

Entrepreneurship and small business development can help diversify the local economy. The internet and shippers like FedEx and UPS enable many small businesses in remote locations to access national and global markets. The internet and shipping/delivery services can also help local artists and tourist-oriented retailers reach a broader customer base year-round.

There is interest in local food and beverage businesses (e.g. distilleries, breweries). These small businesses can be attractive to visitors, residents and have the potential to export higher value food and beverages to markets outside the community.

Forest products and mining

Due to the closure of the paper mill in Sartell, oriented strand board (OSB) operations and the downsizing of Blandin Paper, the timber harvest in the Grand Rapids region has diminished. Several community members knowledgeable about the forestry industry indicated that there is an abundance of resource available in the area and a need for increased harvesting to encourage regeneration and diversity.

Grand Rapids has the potential to host a next generation forest products processing operation when market conditions are right. UPM/Blandin owns of 188,000 acres of forest land that can't be developed or broken up, which could supply operations involved with bioplastics, biomaterials or biofuels. Several people suggested that the community needs to encourage expansion of biomaterials and fuels in Grand Rapids, particularly while the logging infrastructure is in place in the region.

There is also potential to for additional mining activity in the Greater Grand Rapids area. Projects that have some potential include reactivation of the former Magnetation facility and the stalled Essar steel project. The community and region have a strong history in mining that has contributed to economic development. Between the location of headquarters and services and employees locating to Grand Rapids throughout the years, the mining industry has helped shape the community. While the extraction of mining resources within Grand Rapids is limited to costs and industry technologies, the mining industry should continue to be viewed as an economic development opportunity.

Visitor infrastructure

Several people identified an opportunity to create more for visitors and summer lake families to do when they are in the area. Currently the Forest History Center, Judy Garland Museum and local theater are the primary "rainy day destinations" for visitors. Additional options suggested that could attract the next generation include hiking and mountain biking facilities, canoe trails and family-friendly activities like miniature golf.

Hotels in the area report that they are often at capacity and there is limited meeting room and banquet space. A market study could clarify market conditions and encourage investment. A hotel could be strategically located or co-located to stimulate additional business or visitor activity.

Leadership development and volunteer engagement

Leadership development is important to one seasoned community leader who has learned, "We can't look to state or federal government – must drive our own prosperity locally." Community leaders spoke regularly about the value of Blandin's leadership development program and the need to engage and cultivate the next generation of volunteers and leaders. InterCity Leadership visits were identified as an important way to help community leaders envision new ways to enhance the community and strengthen its economy.

There is interest in engaging multiple generations in volunteer and leadership activities. Recent retirees from the metro area living in the lakes area around Grand Rapids are perceived as an asset that could be cultivated. Young people who have returned to the community seem to want to help and be engaged. Communities or chambers frequently support and encourage social organizations for emerging leaders that offer professional development, networking opportunities and an introduction to City, county and non-profit organizations serving a community.

Transportation Infrastructure

Transportation infrastructure investments are expensive and take years....and even decades to come to fruition. While it typically takes a long time, noted one community leader, “You have to start sometime or it will never happen.”

Three transportation investments were identified during the research process.

- Establish a corridor coalition to advocate for 4-lane access to Grand Rapids
- Diversify rail service providers in the area to get competitive pricing
- Plan for and build frontage/backage roads in the commercial area along on US 169

Goals and Objectives



As noted within Chapter 3, goals and objectives were developed for each plan element in support of the 2040 Vision and Guiding Principles. The goals and objectives defined within

these chapter should be considered as economic development decisions are considered.

Goal – Statement of a desired vision (i.e., what is the future of the various elements within).

Objective – Statement of a defined action or policy that provides guidance in achieving the established goal.

Goal 1: Create jobs and income. The City’s economic infrastructure sustains the City’s households and the households of many people in surrounding communities. Building the City’s economic base is not an end in itself, but rather is a primary component for achieving many of the community’s goals. Creating economic opportunity for current and future residents is a primary Comprehensive Plan goal.

- a. **Ensure that job creation efforts include high-wage/high-quality jobs.** In order to support and sustain their households, residents need to have economic opportunities that pay a good wage and provide benefits that households need. While not all jobs need to be high-wage, the City should emphasize the creation of high-wage, high quality jobs through its programs and policies.
- b. **Enable the retention and expansion of existing businesses.** Creating jobs by expanding existing businesses is the most productive way to expand economic opportunity. Grand Rapids Economic Development Authority members will be actively engaged in business retention activities, particularly for higher wage employment opportunities. The City will partner with other economic development organizations to coordinate retention/expansion activities and ensure efficient use of resources.
- c. **Recruit new businesses and support entrepreneurs that add jobs and income opportunities.** Businesses in other regions looking for expansion opportunities and entrepreneurs who create new businesses can contribute to creation of jobs and income opportunities. The City should take strategic actions that encourage outside investment in Grand Rapids and entrepreneurship from within the community.

Goal 2: Enhance the local quality of life. A vibrant economic base should provide for a high quality of life for residents and visitors. A high quality of life simultaneously encourages outside investment in Grand

Rapids and supports the attraction of talent to the community. Taking steps to improve quality of life is thus both an important goal and a key strategy for meeting other economic development goals.

- a. **Provide affordable housing opportunities.** Housing that is safe, affordable, connected to the community is essential to maintaining residents' quality of life. The City will work to ensure that a range of housing options is available in the local market and will consider how well affordable workforce housing is located relative to job centers. The City will work with governmental, non-profit, and private entities to accommodate the variety of incomes and household types in Grand Rapids.
- b. **Develop a thriving downtown.** The downtown is more than a collection of businesses. More than any other place, the downtown is the symbol of the community, the place that visitors and residents alike think of as the heart of the City. The City will treat the downtown as critical economic infrastructure and recognize the relationship between the downtown and the rest of the community in land use, infrastructure, and economic development activities.
- c. **Better utilize the River as an economic asset.** The Mississippi River centers and defines much of Grand Rapids. The River is an economic, natural resource, and cultural asset to the community. The City will encourage economic use of and redevelopment along the River that also protects its natural and cultural significance.
- d. **Support arts, recreation, and educational assets.** Grand Rapids' lifelong educational system, recreational assets, and artistic venues is important to attracting and retaining talent. The City recognizes both the substantial quality of life implications of these assets and the economic benefits of investments in education, recreation, and the arts.
- e. **Encourage a mix of local services and retail goods adequate to meet regional demand.** Quality of life is enhanced when City residents, residents of nearby communities, and visitors have a diverse mix of retail and service options to meet their needs. Grand Rapids can strength its role as a regional retail and service center by enhancing the quality of life for residents of the region. The City will encourage a diverse range of retail and service businesses to improve quality of life.

Goal 3: Build the City's economic sustainability. An economic base that is fraught with risk and uncertainty is not sustainable over time. Improving economic sustainability means reducing risks associated with known economic cycles and regional economic uncertainties. Economic sustainability also requires understanding and addressing the relationship between the City's economic base, workforce, social and neighborhood assets, and natural infrastructure.

- a. **Increase diversity of economic base.** The City's industrial economic base is closely associated with natural resource industries and specific national markets. Encouraging investment in industries that are independent of these cycles and markets will lower risks associated with economic cycles. The community's broadband infrastructure is a competitive advantage that can enable businesses to bring outside revenue into the community without transportation considerations. Business services that address external markets, such as insurance company back office operations, software development and customer service operations will be targeted as a potential market.
- b. **Support talent development and attraction.** Changing demographics are expected to constrain the labor force locally, regionally and statewide in coming years. Support initiatives that develop local talent for area industries, attract talent to the area and retain older workers in the labor force.
- c. **Improve utilization of local resources, assets, and goods.** The City and region have valuable resources with economic value. Use of local resources rather than equivalent non-local resources makes the region's economic infrastructure more productive and less subject to forces beyond the City's control. The City will strive to improve economic sustainability through improved utilization of local resources.
- d. **Support the City's historic competitive strengths, including established heavy industry and manufacturing.** Economic sustainability requires that the City understand and support its competitive strengths. Natural resource industries, particularly the paper and pulp industry, will remain critical to creating economic opportunity for current and future residents.

- e. **Support investment in regional assets such as medical services.** The 2003 Plan helped usher in the integration and expansion of medical services into the medical campus. Supporting this economic infrastructure helps maintain the City's position as a regional economic center.
- f. **Support investments with tourism value.** The hospitality and tourism industry serves several valuable talent retention and attraction functions. It introduces people to the City of Grand Rapids who may consider moving their residence or business to the community. Visitor-oriented businesses and amenities like restaurants, meeting rooms, trails, and retail establishments typically improve the quality of life in the community and are valued by area residents and businesses.

Implementation Strategies



The implementation strategies defined within the following pages provide specific actions and measures that the City can deploy to meet the goals and objectives of this chapter. The strategies identified in the following table should be reviewed on a regular basis to ensure that the City continues

to take action towards its desired future. Additionally, this list should be updated and modified as strategies are accomplished.

Implementation Strategy –
Defined action or measure that the city will work towards to achieve the goals and vision of the Comprehensive Plan.

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Business Retention/Expansion	Continue to monitor changes in the market and efforts needed for existing business retention and opportunities for expansion.	Support and participate actively in business retention and expansion programs with partners citywide, with an emphasis on primary sector businesses. Work to sustain businesses in their existing spaces, or to find new appropriate space for businesses looking to expand.	Same as Short Term Action	Primary: Community Development Secondary: Economic Development Authority (EDA)
Market Research, Marketing and Promotion	Continue to support actions that market Grand Rapids' identity in regional and statewide markets, particularly in key tourism and targeted industry markets.	Consistent with the desired mix of land uses as discussed in the Comprehensive Plan, engage in direct marketing and solicitation of private development interest to create value on property that Grand Rapids Economic Development Authority (GREDA) controls. Refresh promotional efforts to market GREDA industrial parks and vacant commercial properties. Support marketing and recruitment efforts of others for new industrial tenants to the Eco-Industrial Park. Identify retail gaps and recruit businesses that meet market needs/opportunities. Partner with <i>Visit Grand Rapids</i> to commission a hotel and meeting space market study.	Encourage public and private sector entities to refresh branding and marketing goals on a regular basis.	Primary: Community Development Secondary: Economic Development Authority (EDA)

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Funding and Financing	Continue to develop ongoing funding and support for GREDA in order to assure ongoing implementation of economic development goals.	Seek more funding (such as the Small Cities Development Program) to expand and create programs enhancing/ rehabilitating existing commercial buildings, and market the programs to an expanded target area, consistent with the Comprehensive Plan. Review financing tools available to support entrepreneurs, existing industries and attract targeted industries with area lenders and economic development professionals. Identify challenges and gaps. Consider creation of funds that address the challenges and gaps (e.g. technology loan fund).	Same as Short Term Action	Primary: Community Development Secondary: Economic Development Authority (EDA)
Downtown Revitalization	Continue support for events and temporary land uses in the downtown that create community-gathering places and activate the downtown, such as the farmers market, musical activities and the art crawl.	Promote and assist private investment interest in privately held priority sites identified within the <i>Downtown Redevelopment Master Plan</i> and <i>Riverfront Framework Plan</i>. Prepare an updated downtown revitalization and riverfront plan. Consider methods of facilitating public realm investments. Seek partners in developing new artistic and cultural assets. Enhance vitality of Central School block. Consider an area plan focused on improvements to the public realm and private commercial redevelopment along US Highway 2 corridor.	Same as Short Term Action	Primary: Community Development Secondary: Housing and Redevelopment Authority (HRA), Engineering

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Real Estate Development and Revitalization	Continue to link economic development initiatives to the Comprehensive Plan goals and objectives, including consistency with the Future Land Use Map and the policy preference to support and create high quality, high wage jobs. Maintain an up-to-date website that promotes GREDA capabilities, including available sites, incentive programs, research and Grand Rapids community assets.	Apply for Minnesota "shovel ready" certification from DEED for Industrial Park East. Aggressively market Block 5 (city-owned site, formerly Northern Recycling). Support reestablishment of an industry at the former Ainsworth site. Work with county and regional partners to address the MN Power site and other significant sites. Address lack of industrial building inventory. Consider creating "paper spec" industrial building options (e.g. 30,000 square feet, 50,000 sf, 80,000 sf) to provide greater certainty and reduce development timeframes for prospective users. Evaluate market potential for multi-tenant warehouse/production space. Explore how other communities have used non-profit and for-profit development corporations to invest in industrial real estate. Based on this research, develop an implementation strategy appropriate for Grand Rapids market and investment conditions.	Implement recommendations of the updated Downtown Revitalization and Riverfront Plan.	Primary: Community Development Secondary: Economic Development Authority (EDA)

Diversification	Recognize the components of the existing market and identify areas for diversification.	Recognize the components of the existing market and identify areas for diversification.	Investigate competitive opportunities to use Grand Rapid's information and communications infrastructure to develop businesses that have a state, regional or national market, including business services such as insurance company back office operations, software maintenance and development, customer service operations, sales and consulting operations, and micro-office (home-based or co-work) service businesses. Support continual investment in medical technology, training, and marketing to enhance Grand Rapids position as the regional center for medical services. Create programs or other support to ensure that opportunities for entrepreneurs (capital, space, technical assistance, etc.) match the evolution of markets.	Primary: Community Development Secondary: Economic Development Authority (EDA)
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**Diversification
(Continued)**

Recognize the components of the existing market and identify areas for diversification.

Recognize the components of the existing market and identify areas for diversification.

Encourage existing businesses to meet the evolving demand for services and goods that accompanies the demographic changes occurring in Grand Rapids and the market opportunities associated with a new generation of potential visitors.

Work with State and local partners to identify under-used local resources and facilitate entrepreneurial efforts to treat waste products as a resource, including waste heat and waste materials from industrial operations. Consider opportunities for programs supporting new markets such as bio-energy.

Support manufacturers' efforts to diversify product lines and create products that address diverse markets to provide greater stability through various economic cycles.

Primary:
Community Development
Secondary:
Economic Development Authority (EDA)

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Workforce	Continue to monitor employment rates and unfilled positions across various sectors	Work with DEED regional labor market analyst to identify existing and anticipated skills shortages in the Grand Rapids area. Support initiatives that strengthen retention of existing talent, including retention of older workers in the labor force and engagement of young people in leadership and community development. Long-term implementation strategies are described below.	Work with the School District and Itasca Community College to develop additional educational infrastructure to support existing and emerging industries.	Primary: Community Development Secondary: Economic Development Authority (EDA)

Implementation Strategy	On-Going Action	Short Term Action	Long Term Action	Responsible Parties
Policy and Infrastructure to Support Economic Development	Promote and support the continued work of the Grand Rapids Economic Development Authority. Collaborate with the Itasca EDC on regional economic development efforts.	Promote and support the continued work of the Grand Rapids Economic Development Authority. Collaborate with the Itasca EDC on regional economic development efforts.	Explore options for getting 4-lane access to Grand Rapids. Establish a coalition to advocate for transportation improvements to Grand Rapids. Recognize the City's arts, recreation and entertainment assets as a critical component of meeting economic development and talent retention/attraction goals. Consider programs to encourage artistic and cultural entrepreneurs, reduce seasonality and extend the season for the visitor industry. Continue to prioritize high quality, high wage jobs in economic incentive programs. Consider opportunities for additional regulatory efficiencies to minimize barriers to business expansion	Primary: Community Development Secondary: Economic Development Authority (EDA)



Grand Rapids Economic Development Authority 2025 Work Plan

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Ensure an adequate inventory of industrial sites and facilities exist to accommodate full industrial, warehousing & distribution business expansion and relocation potential.	Lead	S	- Complete as needed due diligence to ensure sites are shovel-ready. - Scope out development costs for future industrial park expansion. Continue to work on addressing 48C Tax Credit Eligibility.	- Consider strategic land acquisitions that will support the need for future industrial sites. - Continue to work on addressing 48C Tax Credit Eligibility.		
Continue to work with HWY 35 on current and future development opportunities.	Lead	S	- Collaborate with HWY 35 on efforts focused on workforce attraction. - Work with spinoff developments/businesses interested in a Grand Rapids location.			

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule				Item 3.
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4	
Industry Advancement/Support							
Pursue and support initiatives addressing housing shortages	Lead	S	- Continue to support private development interest in housing projects by reviewing proposed uses of TIF and/or Tax Abatement. - Complete the sale of GREDA sites and development of multi-family housing by Oppidan and Unique Opportunities.	- Work with housing developers, MN IRRR, MHFA, GMHF and Blandin Foundation to incentivize and remove financial barriers for projects. - Complete an inventory of sites available for additional housing. - Advance the redevelopment of the former School Admin. Building.	Continue to advance the Commonwealth purchase and development of the 4th Ave. SE site. 		
Pursue strategic property acquisitions in key commercial, industrial, and residential areas.	Lead	S	Consider requesting a Program Related Investment or grant from the Blandin Foundation to sufficiently capitalize a fund for strategic acquisitions that support both industrial expansion and commercial residential redevelopment and development				
Continue support of the Yanmar expansion.	Lead	S		- Collaborate with Yanmar on efforts focused on workforce attraction. - Pursue grant funding to support the next phases of expansion, as needed.			

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Support initiatives addressing workforce and childcare shortages	Partner	S		Communicate with major employers on workforce challenges.	Pursue funding opportunities to support the professional development and implementation of an innovative and aggressive workforce recruitment strategy.	
Provide as needed support for wood product industries.	Lead	S	Continue ongoing regular communications with Blandin Paper management regarding as needed assistance.			
Transportation/Logistics						
Continue to advocate for highway transportation route improvements to improve linkages between Grand Rapids and the interstate, the Duluth port.	Lead	L		Consider grant opportunities to sponsor research that examines the economic importance and transportation function of the Hwy 2 corridor between Grand Rapids and the Duluth Port/Interstate Highway		

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule				Item 3.
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4	
Redevelopment & Downtown							
Downtown Plan Implementation.	Lead	S	- Provide support and leadership in completing the establishment of the Downtown Alliance. - Continue to market the Downtown Mandated Building Improvement Loan and Commercial Building Improvement Loan Programs.	Assist with the redevelopment of downtown sites, specifically the Pluemers Building, GREDA lots and Block 36 (Free Range Food Co-op)			
Support the redevelopment of strategic commercial sites outside of the downtown with a focus on the Hwy 2 West corridor.	Lead	S		Pursue funding sources to support the demolition of the former Itasca Co. Farm Co-op building.	- Complete the TH2 Land Use and Development Plan. - Support investment interest in the redevelopment of sites such as the former Grand Rapids Marine, Itasca County Farm Co-op, Ben's Bait, Dondelinger Dodge and other sites identified in the TH2 Land use and development Plan	Pursuing acquisition of a second blighted, vacant, retail location.	



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: November 13, 2025

STATEMENT OF ISSUE: Consider approval of a proposal from Braun Intertec to conduct environmental consultant services pertaining to Minnesota Department of Agriculture (MDA) regulation of known agricultural chemicals present at the former Itasca County Farm Services Co-op (GREDA Site).

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

The previously prepared Phase II environmental study of the GREDA Site discovered the presence of both petroleum-based contaminants and agricultural chemicals that exceed the regulated criteria.

A Construction Contingency Plan (CCP)/Response Action Plan (RAP) for building demolition has been prepared and submitted to MPCA Petroleum Unit for review.

The MDA requires a separate submission pertaining to the mitigation plan for agricultural chemicals. The attached proposal from Braun Intertec involves these services:

1. Enrollment into the MDA Voluntary Investigation and Cleanup Program (Ag VIC),
2. Conduct an Agricultural Environmental Site Assessment (AgESA) in general accordance with Minnesota Department of Agriculture (MDA) Guidance Document 14.
3. MDA Site Visit,
4. Prepare an MDA Remedial Investigation Work Plan, and
5. Project management and correspondence.

The fee for the work proposed is estimated to cost \$11,200 and will not be exceeded by more than 10% without further authorization. The AgESA report will be initiated within one week of authorization and will be completed within 45 days. Following that MDA will review, conduct a

site visit. Following the site visit a draft remedial investigation work plan will be completed within 3 weeks.

REQUIRED ACTION: Pass a motion approving a proposal from Braun Intertec to conduct environmental consultant services pertaining to Minnesota Department of Agriculture (MDA) regulation of known agricultural chemicals present at the former Itasca County Farm Services Co-op (GREDA Site).

October 28, 2025

Proposal QTB223756

Robert Mattei

City of Grand Rapids – Grand Rapids EDA

420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposal for Environmental Consulting Services
Former Itasca County Farm Services Co-op
900 Northwest 4th Street
Grand Rapids, Minnesota

Dear Mr. Mattei:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the identification of agricultural chemicals in the soil and groundwater at the Site, some of which exceed Minnesota Department of Agriculture (MDA) regulated criteria. The purpose of the project is to investigate contamination and obtain MDA liability assurance letters with the eventual goal of demolition of the Site building and preparation of the Site for future development.

Our proposed services will consist of the following tasks:

1. Enrollment into the MDA Voluntary Investigation and Cleanup Program (Ag VIC),
2. Conduct an Agricultural Environmental Site Assessment (AgESA) in general accordance with Minnesota Department of Agriculture (MDA) Guidance Document 14.
3. MDA Site Visit,
4. Prepare an MDA Remedial Investigation Work Plan, and
5. Project management and correspondence.

This proposal will outline the Scope of Services and provide estimated costs for the proposed work.

Background

In 2022 and 2023, Stantec Consulting Services Inc. (Stantec) completed a Phase I ESA (non-MDA compliant) and a Phase II ESA of the Site. At the time of the assessments, the Site building was vacant and was formerly owned and operated by the Itasca County Farm Services Co-op as a full service agronomy facility that previously included railroad loading/unloading operations. During the Phase II ESA, petroleum impacted soil and groundwater was encountered on the western portion of the Site, and agricultural chemicals were identified in the soil beneath the current Site building at concentrations exceeding MDA cleanup standards.

Agricultural chemicals were also identified in the groundwater, with exceedances detected on the central and eastern portions of the Site.

Scope of Services

Task 1 – AgVIC Enrollment

As part of this task, Braun Intertec will assist the City of Grand Rapids – Grand Rapids EDA with enrolling the Site into the MDA VIC Program (Ag VIC). This will include corresponding with the Client, preparing a draft of the application form, and submitting the final application electronically to Mr. Greg Hanson (greg.hanson@state.mn.us) with the MDA Incident Response Unit.

Task 2 – AgESA

In our experience, the previous Phase I ESA will not meet the requirements of the MDA for environmental assessment. The AgESA is completed in general conformance with the scope and limitations of ASTM International Standard Practice E1527-21 (ASTM E1527-21) and 40 CFR Part 312 for Phase I ESAs, and adds additional information per MDA Requirements:

- Review information provided by the User, such as Preliminary Title Commitments, Conditions of Title, or Title Abstracts to determine if there are environmental liens or activity and use limitations associated with the Site.
- Review of readily available geological information pertaining to the Site area to evaluate the physical setting of the Site.
- Obtain and review an ASTM E1527-21 compliant regulatory database report from a national vendor to determine if the Site and/or surrounding properties are listed on databases that indicate known or potential recognized environmental conditions. The scope of this review does not include obtaining and reviewing specific regulatory files related to any identified database listings. If, in our opinion, a file review is warranted to evaluate the existence of a recognized environmental condition, we will contact Client to discuss the associated out of scope cost to obtain and review that information.
- Review of readily available historical records (e.g., fire insurance maps, topographic maps, aerial photographs, and city directories) to develop a history of the previous uses of the Site, adjoining properties, and surrounding area (as necessary), to evaluate the likelihood of past uses having led to recognized environmental conditions.
- Reconnaissance of the Site and observations of adjoining properties to identify current uses or indications of past use that may represent a recognized environmental condition.
- Interview of persons familiar with the Site and local government officials, as available, to obtain information pertaining to the current and past use of the Site and to determine if there are any known conditions indicative of a recognized environmental condition.

- Preparation of an AgESA report that provides a summary of the information obtained through a review of the items above and a summary of our findings and conclusions.

The AgESA is supplemented with additional MDA requirements as described in Guidance Document 14 which includes the following:

- AgSPILLS environmental database request including the target property and a 0.5-mile radius.
- Review of MDA What's In My Neighborhood and County Spills Report.
- Facility Specific Data including MDA file review request, high-risk area evaluation, product inventory lists and product quantities.
- Other agency source file reviews such as MPCA Leaking Underground Storage Tanks.

A draft AgESA will initially be provided to the MDA for review and approval. The MDA will subsequently provide comments and/or request revisions prior to finalizing the AgESA. After finalization of the AgESA a site visit with the MDA will be needed as discussed further below.

User Requirements

As part of the AgESA, the “User” should provide available information to Braun Intertec (the Environmental Professional) to help identify the possibility of recognized environmental conditions in connection with the Site. A “User” is the party seeking to use ASTM E1527-21 to complete an AgESA and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, and/or a property manager. A User Questionnaire and Client Information Request Form have been provided along with this proposal.

Each User is responsible for providing the following in a timely manner:

- User Questionnaire completed in its entirety. The User Questionnaire will be attached to the final report. If multiple Users are requesting reliance on the AgESA, please provide a User Questionnaire completed by each of the appropriate entities.
- Client Information Request Form to include Site contact information for an individual who can provide Site access and owner representative contact information for an individual who can provide current Site information.
- All existing environmental reports, letters, and any information pertinent to the environmental status of the Site.

Assessment Limitations

Braun Intertec’s scope of services does not include obtaining land title records or judicial records for environmental liens or activity use limitations (AULs). The User should provide the title documents or related information regarding environmental liens or AULs on the User Questionnaire. At the request of the Client, the ASTM E1527-21 Compliant Environmental Lien Search (back to 1980) can be obtained through a third-party vendor for an additional fee.

The assessment will not include evaluation of non-scope items such as, but not limited to, potential asbestos-containing building materials, wetlands, lead-based paint, or vapor encroachment screening as defined in ASTM E2600-15.

Upon completion of the Phase I ESA, Braun Intertec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with “good commercial and customary practices” (as defined by ASTM E1527-21) conducted to identify recognized environmental conditions.

Task 3 - MDA Site Visit

Once the AgESA is finalized detailing each of the High-Risk Areas a site visit will be conducted with the MDA Project Manager and Hydrologist, the client, and Braun Intertec to discuss the AgESA findings and develop a preliminary Remedial Investigation Work Plan. The date of the site visit will be coordinated in advance with all parties.

Task 4 - MDA Remedial Investigation Work Plan

A draft Remedial Investigation Work Plan will be prepared in accordance with MDA Guidance Document 9 after the MDA Site Visit. The MDA will subsequently review and provide comments and/or request revisions prior to implementing the Work Plan. In general, each of the High-Risk Areas identified in the AgESA will require investigation of soil and/or groundwater to determine potential contaminant concentrations. In the event groundwater contamination is identified the MDA may require the installation of monitoring wells and associated long-term monitoring.

A subsequent proposal will be prepared after the final RI Work Plan has been approved by the MDA.

Task 5 – Project Management and Correspondence

Braun Intertec will attend virtual meetings and conference calls with the City of Grand Rapids – Grand Rapids EDA and MDA representatives as the project proceeds. In addition, project management tasks will be performed throughout the project to ensure that the project goals and challenges are communicated to the client in a timely fashion.

This proposal includes up to four 1-hour virtual meetings and/or phone calls. If additional meetings are requested and/or required, they will be billed at the rates listed in the Cost Estimate section of this proposal.

Cost

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
AgVIC Enrollment	\$ 925
Ag Environmental Site Assessment	\$ 3,825
MDA Site Visit	\$ 1,100
Remedial Investigation Work Plan	\$ 3,350
Project Management and Correspondence	\$ 2,000
Estimated Total	\$11,200

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of **\$11,200** presented is based on the Scope of Services described herein and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. This estimated total will not be exceeded by more than 10 percent without additional authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Additional efforts for meetings, consulting, and/or modifications to the final report, or any additional services beyond the scope stated herein, will be billed at our fee schedule rates.

Schedule

The AgESA report will be initiated within 1-week of authorization. We estimate a Draft AgESA report will be completed within 45 business days from the date of authorization. Once the AgESA has been finalized, we will assist you in enrolling the Site into the AgVIC program. The MDA site walk will depend on the MDA staff availability but is estimated to occur within one month after AgESA completion (assuming snow cover is not present at that time). We estimate a draft RI workplan will be completed within 3 weeks of the MDA Site walk.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will contact you to discuss changes to the project schedule.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety. Additionally, please complete and return the User Questionnaire/Client Information Request Forms.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Volker at 320.253.9940 (avolker@braunintertec.com) or Ted Hubbes at 218.263.8869 (thubbes@braunintertec.com).

Sincerely,

Braun Intertec Corporation



Aaron P. Volker
Project Scientist



Ted R. Hubbes, PG, CHMM
Senior Manager, Senior Scientist

Attachments:

General Conditions (11/4/2024)

ASTM User Questionnaire (Separate File)

Client Information Request Form (Separate File)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PF ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDE OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

Item 4.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: November 13, 2025

STATEMENT OF ISSUE: Consider adopting a resolution approving the second amendment to the Purchase and Development Contract (PDC) between GREDA and Free-Range Food Co-op (FRFC).

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

On January 9, 2025, GREDA approved a first amendment to our PDA with FRFC to extend the Closing Date in our PDC with them from March 31, 2025, to December 21, 2025.

FRFC has concluded their first round of their community investment campaign and reports good progress in the raising of the required capital stack for the project. There will be a grant request to the IRRR, and they are considering the use of New Markets Tax Credits for the project, as well.

Their request for a second amendment to the PDC has two components. The initial extension of the Closing Date has proven to be too optimistic with all the funding sources being pursued. A more conservative requested extension is the first component of the second amendment requests a Closing Date of on or before February 28, 2027.

Consequently, the dates by which construction must commence and be completed must also be extended to August 1, 2027, and February 28, 2028, respectively, although those milestones may be achieved earlier.

The second component of this amendment involves a cost sharing of the Phase II environmental study.

As you'll recall, through the PDC, GREDA agreed to fund 50% of the cost of the Phase I environmental study because this work has value to GREDA should this project does not come to fruition and GREDA works with another potential development of the Site in the future. This expense of \$1,500 to GREDA has been paid and a copy of the report is in hand.

The historic use of the site revealed in the Phase I, dictated a need for the completion of a Phase II environmental study. This work has been completed by FRFC at a cost of \$17,080. This study

has similar value to GREDA, and as such the second amendment proposes to reduce the purchase price of \$200,000 by 50% of that cost or \$8,540, establishing a new purchase price of \$191,460.

The proposed Second Amendment to the Purchase and Development Contract between GREDA and Free-Range Food Co-op addresses these changes.

REQUIRED ACTION: Approve a motion adopting a resolution approving the second amendment to the Purchase and Development Contract between GREDA and Free-Range Food Co-op

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 25-__

RESOLUTION APPROVING SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT CONTRACT BETWEEN THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY AND FREE RANGE FOOD CO-OP

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

Section 1. Recitals.

1.01. The Authority and Free Range Food Co-op, a Minnesota cooperative association (“Developer”) executed a certain Purchase and Development Contract, dated as of April 16, 2024, (“Contract”), whereunder the Authority agreed to convey certain property described in the Contract (the “Development Property”) to the Developer or an entity related thereto or an affiliate thereof in connection with the development of a cooperatively owned grocery store on the Development Property.

1.02 On December 12, 2024 the Authority and the Developer executed a First Amendment to Purchase and Development Contract which extended the date for closing to no later than December 21, 2025.

1.03. The Developer has requested and the Authority has agreed to amend the Contract to extend the date for closing to no later than February 28, 2027 on the transfer of the Development Property from the Authority to the Developer and for the Authority to participate in the cost of the completed Phase II environmental report by discounting the sale price of the Development Property by \$8,540.00, which is equal to 50% of the cost of the report.

1.04. Because of the requested extension of the closing date and purchase price, the timeline for the completion of the Minimum Improvements and Purchase Price as described and described in the Contract must be accordingly revised.

Section 2. First Amendment Approved.

2.01. The Second Amendment to Purchase and Development Contract (the “Amendment”) as presented to the Board is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Amendment by such officials shall be conclusive evidence of approval. The President and Executive Director are hereby authorized to execute, on behalf of the Authority, the Amendment.

Adopted by the Grand Rapids Economic Development Authority on November 13, 2025.

President

Attest:

Secretary

SECOND AMENDMENT TO PURCHASE AND DEVELOPMENT CONTRACT

This Second Amendment to Purchase and Development Contract (“Second Amendment”) is made this 13th day of November, 2025 by and between GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (“Authority”) and FREE RANGE FOOD CO-OP, a Minnesota cooperative association (“Developer”).

WHEREAS, the Authority and the Developer entered into that certain Purchase and Development Contract dated April 16, 2024 (the “Contract”) providing for the conveyance by the Authority to the Developer for the development of certain improvements thereon of certain property located in the City of Grand Rapids, Itasca County, Minnesota and legally described as follows:

Lots 5 and 8 less the North one foot (1’) and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

The North twenty-one feet (21’) of Lots 6-7 together with the vacated N/S alley adjacent thereto, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

(the “Development Property”); and

WHEREAS, the Developer requested and the Authority agreed to extend the Closing Date set forth in the Agreement to no later than December 21, 2025 through the approval and execution of the First Amendment to Purchase and Development Contract (First Amendment) dated December 12, 2024; and

WHEREAS, the Developer has requested, and the Authority has agreed to further extend the Closing Date set for in the First Amendment to no later than February 28, 2027; and

WHEREAS, the Authority agreed, pursuant to Section 3.6 (a) of the Agreement, to reimburse the Developer for 50% of the costs of a Phase I environmental report, which reimbursement the Authority has already provided to the Developer; and

WHEREAS, the Phase I environmental report, a copy of which has been provided to the Authority, recommends the completion of a Phase II environmental report, which was completed by the Developer at a total expense of \$17,080.00 and also provided to the Authority; and

WHEREAS, the Developer has requested, and the Authority has agreed to reduce the Purchase Price in the Agreement by an amount equal to 50% of the total cost of the Phase II environmental report (\$8,540.00); and

WHEREAS, the Developer understands and agrees that if Closing is to occur after February 28, 2027, an amendment to the purchase agreement will be required to modify the commencement and completion of construction dates of the minimum improvements; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, the parties hereby covenant and agree with the other as follows:

1. Amendments to Section 3 of the Agreement. Sections 3.2 and 3.3(d) of the Agreement are amended to read as follows:

Section 3.2 Purchase Price. The purchase price to be paid to the Authority by Developer in exchange for the conveyance of the Development Property shall be One Hundred Ninety-One Thousand Four Hundred and Sixty Dollars (\$191,460.00), payable by wire transfer or certified check at Closing (as defined in Section 3.3(d) hereof) (the “Purchase Price”). No earnest money is required under this Agreement.

Section 3.3 (d) The closing on conveyance of the Development Property from the Authority to Developer shall occur upon satisfaction of the conditions specified in this Section, but no later than February 28, 2027, or at such other date as is mutually agreed upon by the parties (the “Closing”); provided, however, that if all of the foregoing conditions have not been satisfied or waived on or before February 28, 2027, either the Authority or Developer may thereafter terminate this Agreement by ten days written notice. Thereafter neither party shall have any obligations or liability to the other hereunder.

2. Amendment to Section 4 of the Agreement. Section 4.3 of the Agreement is amended to read as follows:

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, and Developer’s acquisition of fee title to the Development Property, Developer must commence construction of the Minimum Improvements by August 1, 2027. Subject to Unavoidable Delays, Developer must substantially complete or cause to be substantially completed the construction of the Minimum Improvements by February 28, 2028. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in substantial compliance with the Construction Plans in all material respects as submitted by Developer and approved by the Authority. For purposes of this Agreement, commencement of construction shall mean completion of site grading and commencement of foundation work on the Development Property.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of Developer with respect to such construction.

3 Miscellaneous. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Purchase and Development Contract as of the date written above.

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Its: President

By: _____

Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ and _____, the President and Executive Director, respectively, of the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of Minnesota, on behalf of the Authority.

Notary Public

FREE RANGE FOOD CO-OP

By _____
Its Chief Executive Officer

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Tom Connolly, Chief Executive Officer of Free Range Food Co-op, a Minnesota cooperative association, on behalf of the association.

Notary Public

This instrument was drafted by:

City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

PURCHASE AND DEVELOPMENT CONTRACT

By and Between

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

and

FREE RANGE FOOD CO-OP

Dated as of: April 16, 2024

This document was drafted by:
Kennedy & Graven, Chartered (GAF)
100 S 5th St., Suite 700
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300

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PURCHASE AND DEVELOPMENT CONTRACT

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the "Agreement"), made on or as of the 16th day of April, 2024 (the "Effective Date"), by and between GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic (the "Authority"), established pursuant to Minnesota Statutes, Sections 469.090 to 469.1080 (hereinafter referred to as the "Act") and FREE RANGE FOOD CO-OP, a Minnesota cooperative association ("Developer").

WITNESSETH:

WHEREAS, the Authority was created pursuant to the Act and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Grand Rapids, Minnesota (the "City"); and

WHEREAS, the Authority has acquired certain property described in Schedule A (the "Development Property") within the City, and intends to convey that property to Developer for development of certain improvements thereon; and

WHEREAS, the Authority believes that the development of the Development Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means the Economic Development Authority Act, Minnesota Statutes, Sections 469.090 to 469.1080, as amended.

“Affiliate” means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Authority” means the Grand Rapids Economic Development Authority, or any successor or assign.

“Authority Representative” means the Executive Director of the Authority, or any person designated by the Executive Director to act as the Authority Representative for the purposes of this Agreement.

“Certificate of Completion” means the certification substantially in the form attached hereto as Schedule C, provided to Developer, or the purchaser the Development Property, pursuant to Section 4.4 of this Agreement.

“City” means the City of Grand Rapids, Minnesota.

“Closing” has the meaning provided in Section 3.3(b) hereof.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by Developer on the Development Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) floor plan for each floor, if multiple; (4) cross sections of each (length and width); (5) elevations (all sides); (6) landscape plan; and (7) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Itasca, Minnesota.

“Developer” means Free Range Food Co-op, a Minnesota cooperative association, or its permitted successors and assigns.

“Development Property” means the real property legally described in Schedule A attached hereto.

“Event of Default” means an action by Developer listed in Article IX of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means the construction on the Development Property of an stand-alone building that will be occupied by Free Range Food Co-op and operated as a cooperatively owned grocery store.

“Mortgage” means any mortgage made by Developer which is secured, in whole or in part, with the Development Property, and any modification, supplement, extension, renewal or amendment thereof.

“State” means the State of Minnesota.

“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the date the Authority terminates this Agreement due to an Event of Default by Developer under Article IX hereof, or the date of issuance of a Certificate of Completion.

“Unavoidable Delays” means unexpected delays which are the direct result of: (i) adverse weather conditions, (ii) shortages of materials, (iii) strikes, other labor troubles, (iv) fire or other casualty to the Minimum Improvements, (v) litigation commenced by third parties which, by injunction or other judicial action, directly results in delays, (vi) acts of any federal or state governmental unit, including legislative and administrative acts and moratoriums, (vii) approved changes to the Construction Plans that result in delays (viii) delays caused by the discovery of any adverse environmental condition on or within the Development Property to the extent reasonably necessary to comply with federal and state environmental laws, regulations, orders or agreements, (ix) delay in the issuance of any license or permit by any governmental entity, provided application therefor is timely made and diligently pursued by Developer and (x) any other cause or force majeure beyond the control of Developer which directly results in delays.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the Authority. The Authority makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Authority is an economic development authority duly organized and existing under the laws of the State. Under the provisions of the Act, the Authority has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The activities of the Authority are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create increased tax base in the City, and to stimulate further development within the City as a whole.

(c) The Authority will cooperate with Developer in obtaining all necessary permits from the City related to construction of the Minimum Improvements.

(d) The Authority will use its best efforts to facilitate development of the Minimum Improvements, including but not limited to cooperating with Developer in obtaining necessary administrative and land use approvals and construction financing pursuant to Section 7.1 hereof.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a Minnesota cooperative association duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of organization, operating agreement or, to the best of its knowledge, the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its members.

(b) If Developer acquires the Development Property in accordance with this Agreement, Developer will construct, operate and maintain the Minimum Improvements, or cause the same to be constructed, operated and maintained, in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) Developer has received no written notice or communication from any local, state or federal official that the activities of Developer or the Authority on the Development Property would be in violation of any environmental law or regulation. Developer is aware of no facts the existence of which would cause the Development Property to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) If Developer acquires the Development Property in accordance with this Agreement, Developer will construct, or cause to be constructed, the Minimum Improvements in accordance with all local, state or federal laws or regulations.

(e) If Developer acquires the Development Property in accordance with this Agreement, Developer will timely apply for and diligently pursue 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 constructed.

(f) To the best of Developer's knowledge and belief, neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) To the actual knowledge of the undersigned officers of Developer, no member of the Board of Commissioners of the Authority or officer of the Authority has either a direct or indirect interest in this Agreement or the Development within the meaning of Minnesota Statutes, Sections 412.311 and 471.87, as amended, or any successor statute.

ARTICLE III

Conveyance of Property

Section 3.1. Status of the Property. The Authority will be the fee owner of the Development Property and will convey title to and possession of the Development Property to Developer, subject to all the terms and conditions of this Agreement.

Section 3.2. Purchase Price. The purchase price to be paid to the Authority by Developer in exchange for the conveyance of the Development Property shall be Two Hundred Thousand Dollars (\$200,000), payable by wire transfer or certified check at Closing (as defined in Section 3.3(d) hereof) (the "Purchase Price"). No earnest money is required under this Agreement.

Section 3.3. Conditions of Conveyance. The Authority shall convey fee simple title to and possession of the Development Property to Developer at Closing by quit claim deed substantially in the form set forth on Schedule B to this Agreement (the "Deed").

(a) The Authority's obligation to convey the Development Property to Developer, and otherwise perform any and all of its duties and obligations hereunder or otherwise are subject to satisfaction of the following terms and conditions:

(1) Developer having secured financing for the acquisition of the Development Property and the construction of the Minimum Improvements and Authority having approved such financing in accordance with Article VII hereof, and Developer having closed on such financing at Closing;

(2) There is no uncured Event of Default under this Agreement;

(3) The Authority having approved Construction Plans for the Minimum Improvements in connection with Section 4.2 hereof; and

(4) The Authority shall have approved the sale of the Development Property to Developer after a public hearing and upon satisfaction of all other conditions required by State law.

(collectively, the "Authority's Conditions")

The Authority's Conditions are solely for the benefit of the Authority and may be waived only by the Authority in writing. The Authority shall at all times have the right to waive those conditions described in Section 3.3(a)(1)-(4) by written notice to Developer.

(b) Developer's obligations to purchase the Development Property from the Authority and otherwise perform any and all of its duties and obligations hereunder or otherwise are subject to satisfaction of the following terms and conditions:

(1) Developer having reviewed and approved (or waived objections to) title to the Development Property as set forth in Section 3.5 hereof.

(2) Developer having reviewed and approved (or waived objections to) soil and environmental conditions as set forth in Section 3.6.

(3) The representations and warranties of the Authority in this Agreement shall be true and correct in all material respects up through and including the Closing, with the same force and effect as if such representations were made at such time.

(4) At Closing, Developer having obtained an owner's and lender's policy of title insurance with respect to the Development Property in form and substance approved by Developer.

(5) The Authority having approved Developer's Construction Plans for the Minimum Improvements in connection with Section 4.2 hereof.

(6) Developer shall have secured financing for the acquisition of the Development Property and the construction of the Minimum Improvements and the Authority having approved such financing in accordance with Article VII hereof.

(collectively, the "Developer's Conditions")

Developer's Conditions are solely for the benefit of Developer and may be waived only by Developer in writing. Developer shall at all times have the right to waive any condition by written notice to Authority.

(c) All conditions must be satisfied or waived on or before the Closing stated in paragraph (d) below. If any of such conditions have not been satisfied or waived not less than 15 business days prior to the Closing stated in paragraph (d) below, excepting those conditions contained in Section 3.3(b)(3) and (4), above, which must be satisfied on or at Closing, then this Agreement may be terminated, at the benefitted party's option by written notice from that party to the other. Waiver of any condition (to the extent permitted under this paragraph) must be in writing delivered by the waiving party to the other party.

(d) The closing on conveyance of the Development Property from the Authority to Developer shall occur upon satisfaction of the conditions specified in this Section, but no later than March 31, 2025, or at such other date as is mutually agreed upon by the parties (the "Closing"); provided, however, that if all of the foregoing conditions have not been satisfied or waived on or before March 31, 2025, either the Authority or Developer may thereafter terminate this Agreement by ten days written notice. Thereafter neither party shall have any obligations or liability to the other hereunder.

Section 3.4. Closing Costs, Recording, and Place of Document Execution.

(a) Unless otherwise mutually agreed by the Authority and Developer, the execution and delivery of the Deed, closing documents, and the payment of the Purchase Price shall be Delivery of all papers and the closing shall be made through escrow with the title company, or at such other location as is mutually agreed upon by the parties.

(b) The Deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. At Closing, Developer shall pay: all recording costs, including state deed tax, in connection with the conveyance of the Development Property; title insurance commitment fees and any the cost of any premiums ordered by Developer, if any; and title company closing fees, if any. At Closing, the Authority shall pay costs of recording any instruments used to clear title encumbrances. There are no special assessments outstanding or pending on the Development Property. There are no special assessments outstanding or pending on the Development Property.

Section 3.5. Title.

(a) Within 30 days from the Effective Date, Developer shall obtain, at its sole cost, a commitment for the issuance of an ALTA policy of title insurance for the Development Property ("Title Commitment") from a title company of Developer's choice. Developer shall have 20 days from the date of its receipt of the Title Commitment to review the state of title to the Development Property and to provide the Authority with a list of written objections, if any, to such title (the "Objections"), or Developer's right to do so shall be deemed waived. Upon its receipt of the Objections, the Authority shall proceed in good faith and with all due diligence to attempt to cure the Objections at the Authority's cost, however, the Authority will not be obligated to cure the Objections. If the Authority elects not to cure any or all of the Objections, the Authority shall provide written notice of such to Developer within 10 days from the Authority's receipt of the Objections. In the event that the Authority does not cure objections within 45 days after its receipt of the Objections, Developer may (i) terminate this Agreement by the giving written notice of such termination to the Authority, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, except for any obligations under Section 3.9, or (ii) waive any Objections and proceed to Closing.

(b) The Authority shall take no actions to encumber title to the Development Property between the Effective Date and the time the Deed is delivered to Developer.

(c) Developer shall take no actions to encumber title to the Development Property between the Effective Date and the time the Deed is delivered to Developer. Developer expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys', or other liens to the Development Property prior to Closing. Notwithstanding termination of this Agreement prior to Closing, Developer is obligated to pay all costs to discharge any encumbrances to the Development Property attributable to actions of Developer, its employees, officers, agents or consultants, including without limitation any architect, contractor and or engineer.

Section 3.6. Soils, Environmental Conditions; As Is Conveyance. (a) Before Closing, Developer may enter the Development Property and conduct any environmental or soils studies, tests and other analyses deemed necessary by Developer. The Authority shall use best faith efforts to

apply for a grant for the costs of a Phase I environmental report. In the event a grant is not received, the Authority shall reimburse Developer for 50% of the costs of a Phase I environmental report in an amount not to exceed \$2,000 within thirty (30) days of the Authority's receipt of an invoice from Developer for such costs. The Developer shall provide a copy of the Phase I environmental report to the Authority. Except for the foregoing costs related to the Phase I environmental report, the Developer shall be responsible for the costs of all other environmental or soil studies, test or other analyses deemed necessary by Developer. Developer hereby agrees to indemnify and hold the Authority harmless from any claims, damages, costs and liability, including without limitation reasonable attorneys' fees, resulting from entering upon the Development Property or the performing of the analysis, tests or studies referred to in this Section. Developer shall not be responsible for the remediation or cleanup of any pre-existing environmental condition except upon acquisition of the Development Property as necessary for the construction of the Minimum Improvements. The Authority shall not be responsible for the remediation or cleanup of any pre-existing environmental condition. Developer shall promptly repair any damage to the Development Property arising out of its inspections of the Development Property and return the Development Property to substantially the same condition as existed prior to its inspections, except that Developer shall not be required to restore any latent defect or pre-existing condition at the Development Property not caused by Developer or its agents', contractors' or employees' entry on the Development Property. Developer shall indemnify, defend, and hold the Authority harmless from and against any damage, injury, claim or lien caused by the activities of Developer or its agents on the Property. If, at least 10 days before Closing Developer determines that hazardous waste or other pollutants as defined under federal and state law exist on the Development Property, or that the soils are otherwise unsuitable for construction of the Minimum Improvements, Developer may at its option terminate this Agreement by giving written notice to the Authority, upon receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder.

(b) The Authority represents as follows:

- (i) The Authority does not know of any wells on the Development Property;
- (ii) To the Authority's actual knowledge, methamphetamine production has not occurred on the Development Property; and
- (iii) To the Authority's actual knowledge, there is no sewage treatment system located on or under the Development Property and no aboveground or underground storage tanks are presented or have been located on the Development Property;

(c) Developer acknowledges that the Authority makes no representations or warranties as to the condition of the soils on the Development Property or the Development Property's fitness for construction of the Minimum Improvements or any other purpose for which Developer may make use of the Development Property. DEVELOPER ACKNOWLEDGES THAT DEVELOPER IS PURCHASING THE DEVELOPMENT PROPERTY IN RELIANCE OF DEVELOPER'S INSPECTION OF THE PROPERTY PURSUANT TO THIS SECTION 3.6; AND ON DEVELOPER'S JUDGMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS THAT THE AUTHORITY OR AUTHORITY'S AGENTS HAVE MADE. SUBJECT TO DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT

PURSUANT TO THIS SECTION 3.6, DEVELOPER IS PURCHASING THE PROPERTY IN “AS IS” CONDITION. Developer further agrees that, after Closing, it will indemnify, defend, and hold harmless the Authority, the City, and their governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Development Property. Nothing in this Section will be construed to limit or affect any limitations on liability of the City or the Authority under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.02.

Section 3.7. Business Subsidy. The parties agree and understand that the Purchase Price is at least equal to the market value of such property, and that the conveyance described in this Agreement does not constitute a “business subsidy” within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

Section 3.8. Costs. The parties agree that the Authority’s costs will be paid by the Authority, and that the Developer has no obligation to reimburse the Authority for such expenditures. For purposes of this section, “Administrative Costs” means out of pocket costs incurred by the Authority together with staff costs of the Authority, all attributable to or incurred in connection with the negotiation and preparation of this Agreement in connection with the development of the Development Property.

Section 3.9 Authority’s Closing Documents. At Closing, the Authority will execute and deliver, or cause to be delivered, (i) the Deed conveying the Development Property to Developer, (ii) an affidavit that the Authority is not a “foreign person” within the meaning of the Foreign Investors Real Property Tax Act of 1980, as amended, (iii) evidence reasonably satisfactory to Developer of the authority of persons executing this Agreement and the other documentation to be executed and delivered by the Authority hereunder, (iv) subject to the approval by the Authority’s attorney, such other documents as may be reasonably required by the title company in connection with the Closing, and (v) a closing statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement.

Section 3.10 Developer’s Closing Documents. At Closing, Developer will deliver to the title company (i) the Purchase Price in certified funds or by wire transfer, (ii) such affidavits of Developer, or other documents as may be reasonably required by the title company in order to record the Deed and issue the title policy; and (iii) a closing statement reflecting the payment and disbursement of the Purchase Price in accordance with this Agreement.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. **Construction of Minimum Improvements.** Subject to all other terms and conditions of this Agreement, and Developer's acquisition of the Development Property, Developer agrees that it will construct, or cause to be constructed, the Minimum Improvements on the Development Property in material accordance with the approved Construction Plans and at all times prior to the Termination Date will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be operated, maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. **Construction Plans.** (a) Before Closing, Developer shall submit to the Authority the Construction Plans. The Authority will approve such Construction Plans in writing if: (i) such Construction Plans conform to the terms and conditions of this Agreement; (ii) such Construction Plans conform to the goals and objectives of the Development Plan between Developer and the City; (iii) such Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iv) such Construction Plans are adequate to provide for construction of the Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds available to Developer for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. No approval by the Authority shall relieve Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the Authority shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the Authority, in whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made within 30 days after the date of their receipt by the Authority. If the Authority rejects any Construction Plans in whole or in part, Developer shall submit new or corrected Construction Plans within 30 days after written notification to Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved or deemed approved by the Authority. The Authority's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the Authority's satisfaction with the provisions of this Agreement relating thereto, but any approvals by the Authority hereunder will not constitute approval by any City officials regarding any City requirements related to construction of the Minimum Improvements, rather such approvals shall be governed by City ordinances, policies and procedures.

Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the Authority and/or any changes in the Construction Plans requested by the Authority. Neither the Authority nor any employee or official of the Authority shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the Authority.

(b) If Developer desires to make any material change in the Construction Plans after their approval by the Authority, Developer shall submit the proposed change to the Authority for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the Authority shall approve the proposed change and notify Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the Authority unless rejected, in whole or in part, by written notice by the Authority to Developer, setting forth in detail the reasons therefor. Such rejection shall be made within 20 days after receipt of the notice of such change to the Construction Plans. The Authority's approval of any such change in the Construction Plans will not be unreasonably withheld, conditioned or delayed. Nothing in this paragraph will relieve Developer of the obligation to comply with any City ordinances or procedures regarding changes in Construction Plans, and any approvals by the Authority hereunder will not constitute approval by any City officials regarding any City requirement related to construction of the Minimum Improvements.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, and Developer's acquisition of fee title to the Development Property, Developer must commence construction of the Minimum Improvements by September 1, 2025. Subject to Unavoidable Delays, Developer must substantially complete or cause to be substantially completed the construction of the Minimum Improvements by March 31, 2026. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in substantial compliance with the Construction Plans in all material respects as submitted by Developer and approved by the Authority. For purposes of this Agreement, commencement of construction shall mean completion of site grading and commencement of foundation work on the Development Property.

Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to Developer, and until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the Authority, as to the actual progress of Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) After substantial completion of the Minimum Improvements in accordance with those provisions of this Agreement relating solely to the obligations of Developer to construct the Minimum Improvements (including the dates for commencement and completion thereof), upon the request of Developer, the Authority will furnish Developer with a Certificate of Completion in substantially the form provided in Schedule C. Such certifications by the Authority shall be (and it shall be so provided in the Deed and in the certifications themselves) 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 Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof. Such certifications and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The certificates described in this Section 4.4 of this Agreement shall be in recordable form with respect to the proper office for the recordation of deeds and other instruments pertaining to the Development Property. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the Authority shall, within 30 days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer 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 reasonable opinion of the Authority, for Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be commenced when foundation work has commenced (as reasonably determined by the Authority Representative). The Minimum Improvements shall be deemed to be substantially completed when Developer has received a certificate of occupancy issued by the City.

Section 4.5. Land Swap. Developer has entered into negotiations with the owner of property to the north of the Development Property (the "Adjacent Property") to exchange portions of the Development Property with the Adjacent Property. If such negotiations are successful, the Authority and Developer will negotiate an amendment to this Agreement and/or the Deed to reflect the updated legal description of the Development Property.

ARTICLE V

Insurance

Section 5.1. Insurance. Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the Authority, furnish the Authority with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

ARTICLE VI

Delinquent Taxes and Review of Taxes

Section 6.1. Right to Collect Delinquent Taxes. After Closing, Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorneys' fees.

Section 6.2. Review of Taxes. Developer agrees that prior to the Termination Date, Developer shall not cause a reduction in the real property taxes paid in respect of the Development Property through willful destruction of the Development Property or any part thereof. Developer also agrees that it shall not prior to the Termination Date, apply for a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law.

ARTICLE VII

Financing

Section 7.1. Financing.

(a) Before conveyance of the Development Property, Developer shall submit to the Authority evidence of one or more commitments for mortgage financing or a certificate of internal financing in an amount sufficient for acquisition of the Development Property, which the Authority shall approve in writing within 15 days after receipt thereof. The Closing Date may be extended in order to comply with the 15 day review period provided for in this Section.

(b) Before commencement of construction of the Minimum Improvements, Developer shall submit to the Authority evidence of one or more commitments for financing or financial ability on behalf of Developer in an amount which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements on the Development Property.

(c) If the Authority finds that the mortgage financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the Authority shall notify Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within 20 days from the date when the Authority is provided the evidence of financing. A failure by the Authority to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the Authority rejects the evidence of financing as inadequate, it shall do so in writing specifying the reasonable basis for the rejection. In any event, Developer shall submit adequate evidence of financing within 30 days of such rejection. Approval of any subordination agreement under Section 7.3 hereof will constitute approval of financing for the purposes of this Section.

Section 7.2. Authority's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage, Developer shall cause the Authority to receive copies of any notice of default received by Developer from the holder of such Mortgage. Thereafter, the Authority shall have the right, but not the obligation, to cure any such default on behalf of Developer within such cure periods as are available to Developer under the Mortgage documents.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. Developer represents and agrees that its purchase of the Development Property or portions thereof, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until issuance of the final Certificate of Completion for the Minimum Improvements:

(a) Except as specifically described in this Agreement, Developer 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 any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest herein, 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 the Authority's Board of Commissioners unless Developer remains liable and bound by this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Authority's approval is not required. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any successor in interest to the Development Property, or any part thereof, to construct the Minimum Improvements, or (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements. Notwithstanding anything to the contrary contained herein, prior approval by the Authority is not required for any Transfer: (1) to an Affiliate so long as the proposed transferee expressly assumes the obligations of Developer or the original member; and (2) that is involuntary resulting from the death or disability or parties in control of the members of Developer.

(b) If Developer seeks to effect a Transfer which requires the approval of the Authority prior to issuance of the final Certificate of Completion for the Minimum Improvements, the Authority shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Authority, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Authority, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to

which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development 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 the Authority) deprive the Authority of any rights or remedies or controls with respect to the Development Property 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 Development 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 the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the Authority would have had, had there been no such transfer or change. In the absence of specific written agreement by the Authority to the contrary, no such transfer or approval by the Authority thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the Transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the Authority.

(c) If the conditions described in Section 8.2(b) are satisfied with regard to any Transfer requiring the approval of the Authority then the Transfer will be approved and Developer shall be released from its obligations under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this Section 8.2 apply to all subsequent transferors, assuming compliance with the terms of this Article VII.

(d) Upon issuance of the Certificate of Completion for the Minimum Improvements, Developer may transfer or assign the Development Property, the Minimum Improvements and/or Developer's rights and obligations under this Agreement with respect to such property without the written consent of the Authority.

Section 8.3. Release and Indemnification Covenants. (a) Developer releases from and covenants and agrees that the Authority, the City, and their governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the Authority, the City, and their governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misconduct of the following named parties and any claim as to the legal authority of the Authority to perform as required by this Agreement, Developer agrees (if timely tendered by the Authority to Developer) to protect and defend the Authority and the governing body members, officers, agents, servants and employees thereof, now or forever, and

further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever to the extent caused by the construction, installation, and operation of the Minimum Improvements.

(c) The Authority, the City, and their governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person, other than acts of willful misconduct by the Authority and its governing body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party, following notice and cure periods described in Section 9.2 hereof, to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or under any other agreement entered into between Developer and the Authority in connection with development of the Development Property.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 9.2 after providing 30 days’ written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days or, if the Event of Default is by its nature incurable within 30 days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) The Authority may suspend its performance under the Agreement until it receives assurances that Developer will cure its default and continue its performance under the Agreement.

(b) The Authority may cancel and rescind or terminate the Agreement.

(c) The Authority may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance, and observance of any obligation, agreement, or covenant under this Agreement.

(d) If the Event of Default constitutes a breach of the condition subsequent set forth in the right of reverter in Section 9.3 hereof and that the Authority reserves in the Deed, the Authority may exercise its right of re-entry as set forth Section 9.4 hereof and in the Deed.

(e) Developer may suspend its performance under this Agreement and/or take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the Authority under this Agreement. Prior to the Closing, Developer may cancel and rescind or terminate this Agreement. Nothing in this Agreement shall entitle Developer to make any claim against the Authority for any damages whatsoever and Developer’s remedies are strictly limited to the foregoing.

Section 9.3. Revesting Title in Authority Upon Happening of Event Subsequent to Conveyance to Developer. In the event that subsequent to conveyance of the Development Property to Developer and prior to the issuance of a Certificate of Completion in connection with the Minimum Improvements:

(a) Developer, subject to Unavoidable Delays, shall fail to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 90 days after written notice from the Authority to Developer to do so; or

(b) subject to Unavoidable Delays, Developer after commencement of the construction of the Minimum Improvements, fails to carry out its obligations with respect to the construction of such improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within 90 days after written demand from the Authority to Developer to do so; or

(c) Developer fails to pay real estate taxes or assessments on the Development Property or any part thereof when due, or creates, suffers, assumes, or agrees to any encumbrance or lien on the Development Property (except to the extent permitted by this Agreement), or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Authority made for such payment, removal, or discharge, within 30 days after written demand by the Authority to do so; provided, that if Developer first notifies the Authority of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the Authority shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal and during the course of such contest Developer shall keep the Authority informed respecting the status of such defense; or

(d) there is, in violation of the Agreement, any Transfer of the Development Property in violation of the terms of Section 8.2, and such violation is not cured within 60 days after written demand by the Authority to Developer; or

(e) except as otherwise stated in Sections 9.3 (a)-(d), Developer fails to comply with any of its other covenants under this Agreement that is an Event of Default not timely cured under Section 9.3 of this Agreement; or

(f) the Holder of any Mortgage secured by the subject property exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage, in either case which would materially adversely affect the rights and obligations of the Authority hereunder,

Then the Authority shall have the right to re-enter and take possession of the Development Property and to terminate the estate conveyed by the Deed to Developer and revest in the Authority, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Development Property to Developer 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 Developer and failure on the part of Developer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interests in and to the Development Property conveyed to Developer, and that such title and all rights and interests of Developer, and any assigns

or successors in interest to and in the Development Property, shall revert to the Authority, but only if the events stated in Sections 9.3(a)-(f) have not been cured within the time periods provided therein where such time period is provided.

Section 9.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Authority of title to and/or possession of the Development Property or any part thereof as provided in Section 9.3, the Authority shall, pursuant to its responsibilities under law, use its best efforts to sell the Development Property or part thereof as soon and in such manner as the Authority shall find feasible and consistent with the objectives of such law and of the Development Plan to a qualified and responsible party or parties (as determined by the Authority) who will assume the obligation of making or completing the Minimum Improvements as shall be satisfactory to the Authority in accordance with the uses specified for the Development Property or part thereof in the Development Plan. Upon resale of the Development Property proceeds thereof shall be applied:

(a) First, to reimburse the Authority for all costs and expenses incurred by it, including but not limited to salaries of personnel and attorneys' fees, in connection with the recapture, management, and resale of the Development Property (but less any income derived by the Authority from the Development Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Development Property or part thereof (or, in the event the Development Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Authority, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Authority assessing official) as would have been payable if the Development Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Development Property or part thereof at the time of revesting of title thereto in the Authority or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the Development Property or part thereof; and any amounts otherwise owing the Authority by Developer and its successor or transferee, including without limitation costs incurred in preparation of the plat and survey of the Development Property; and

(b) Second, to reimburse Developer, its successor or transferee, up to the amount equal to (1) the Purchase Price paid by Developer revested; plus (2) the amount actually invested by Developer, its successor or transferee in making any improvements on the Development Property or part thereof.

Any balance remaining after such reimbursements shall be retained by the Authority as its property.

Section 9.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or Developer 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. In order to entitle the

Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.7 Attorneys' Fees. Whenever any Event of Default occurs and if the Authority employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of Developer under this Agreement, Developer shall, within 10 days' of its receipt of written demand by the Authority, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; Authority Representatives Not Individually Liable. The Authority and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the Authority shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects their personal interests or the interests of any corporation, partnership, or association in which they are, directly or indirectly, interested. No member, official, or employee of the Authority shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. Provided Developer acquires fee title to the Development Property under this Agreement. Developer agrees that until the Termination Date, Developer, its successors and assigns, shall devote the Development Property to the operation of the Minimum Improvements for the uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. No Partnership or Joint Venture. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the Authority and Developer relative to the Development Property.

Section 10.7. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by any party to the others shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

- (a) in the case of Developer, is addressed to or delivered personally to Developer at,

31270 Clearwater Road, Grand Rapids, Minnesota 55744, Attn: Shara Dabrowski; and

(b) in the case of the Authority, is addressed to or delivered personally to the Authority at 420 N. Pokegama Avenue, Grand Rapids, Minnesota 55744, Attn: Executive Director.

Section 10.8. Entire Agreement. This Agreement, including exhibits attached hereto, and any amendments hereto signed by the parties, shall constitute the entire agreement between Developer and the Authority and supersedes any other written or oral agreements between the parties relating to the Development Property.

Section 10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.10. Recording. This Agreement shall not be recorded with the office of the Registrar of Titles for Itasca County by either party.

Section 10.11. Amendment and Modification. No amendment, modification, of waiver of any condition, provision, or term of this Agreement shall be effective unless by written agreement approved and signed by the Authority and Developer.

Section 10.12. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted, performed, and enforced as if the invalid or unenforceable provision did not appear herein.

Section 10.13. Authority Approvals. Unless otherwise specified, any approval required by the Authority under this Agreement may be given by the Authority Representative.

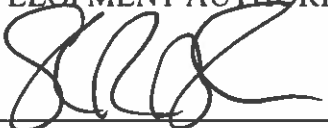
Section 10.14. Termination. This Agreement terminates on the Termination Date provided however Sections 3.6(a) and (c), and 8.3 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 10.15. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf as of the Effective Date.

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

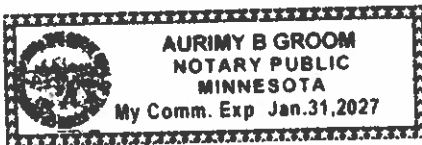
By 
Its President

By 
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 16th day of April, 2024, by Shalom Blake and Robert Mattei, the President and Executive Director, respectively, of the Grand Rapids Economic Development Authority, a public body politic and corporate under the laws of Minnesota, on behalf of the Authority.

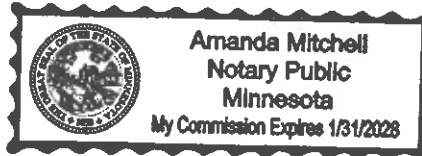

Notary Public



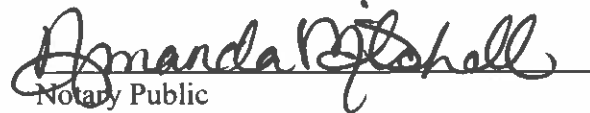
FREE RANGE FOOD CO-OP

By 
Its Chief Executive Officer

STATE OF MINNESOTA)
) SS.
COUNTY OF Itasca



The foregoing instrument was acknowledged before me this 18th day of April, 2024, by Shara Dabrowski, Chief Executive Officer of Free Range Food Co-op, a Minnesota cooperative association, on behalf of the association.


Notary Public

SCHEDULE A

DEVELOPMENT PROPERTY

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

Lots 5 and 8 less the North one foot (1') and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

The North twenty-one feet (21') of Lots 6-7 together with the vacated N/S alley adjacent thereto, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

SCHEDULE B

FORM OF QUIT CLAIM DEED

THIS INDENTURE, between the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of Minnesota (the "Grantor"), and Free Range Food Co-op, a Minnesota cooperative Association (the "Grantee").

WITNESSETH, that Grantor, for good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Itasca and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

Lots 5 and 8 less the North one foot (1') and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

The North twenty-one feet (21') of Lots 6-7 together with the vacated N/S alley adjacent thereto, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

Check here if part or all of the described real property is Registered (Torrens) ☐

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement entered into between the Grantor and Grantee on the ____ day of _____, 2024, identified as "Purchase and Development Contract" (hereafter referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a Certificate of Completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements thereon (as defined in the Agreement) in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Grand Rapids, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements and the satisfaction of the conditions in Section 4.4 of the Agreement, the Grantor will furnish the Grantee a Certificate of Completion (as defined in the Agreement) in accordance with the provisions of the Agreement. Such Certificate of Completion shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such Certificate of Completion and the determination therein shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

If the Grantor shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within 30 days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee 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 the Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Section 9.3 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, that the Grantee and such successors and assigns shall not discriminate upon the basis of race, color, creed, sex, or national origin in the sale, lease, or rental or in the use or occupancy of the Property of any improvements erected or to be erected thereon, or any thereof.

Until such time as a Certificate of Completion has been filed, it is intended and agreed that the above and foregoing agreements and covenants in Sections 1 and 2 herein shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

The agreements and covenants in Section 3 shall be covenants running with the land.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revert in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 5.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of Grand Rapids, and state and federal laws and regulations in so far as they affect this real estate.

(b) [Others]

Grantor certifies that it does not know of any wells on the Property.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director and has caused its corporate seal to be hereunto affixed this ____ day of _____, 2024.

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

On this ____ day of _____, 2024, before me, a notary public within and for Itasca County, personally appeared _____ and _____ to me personally known who by me duly sworn, did say that they are the President and Executive Director, respectively of the Grand Rapids Economic Development Authority (the "Authority") named in the foregoing instrument; that said instrument was signed on behalf of said Authority pursuant to a resolution of its governing body; and said _____ and _____ acknowledged said instrument to be the free act and deed of said Authority.

Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Free Range Food Co-op
Attention: Chief Executive Officer
31270 Clearwater Rd
Grand Rapids, MN 55744

SCHEDULE C

(Top 3 Inches Reserved for Recording Data)

CERTIFICATE OF COMPLETION

WHEREAS, the Grand Rapids Economic Development Authority, a public body corporate and politic (the "Grantor"), by a deed recorded in the Office of the County Recorder or the Registrar of Titles in and for the County of Itasca and State of Minnesota, as Deed Document Number(s) _____ and _____ (the "Deed"), respectively, has conveyed to Free Range Food Co-op, a cooperative association under the laws of Minnesota (the "Grantee"), the following described land in County of Itasca and State of Minnesota, to-wit:

Lots 5 and 8 less the North one foot (1') and all of lots 6-7, Block 36, Grand Rapids First Division according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota.

AND

The North twenty-one feet (21') of Lots 6-7 together with the vacated N/S alley adjacent thereto, Block 6, Town of Grand Rapids according to the plat thereof on file in the office of the Register of Deeds, Itasca County, Minnesota

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; 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 Minimum Improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in Sections 1 and 2 of the Deed and the agreements and covenants in Article IV of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder or the Registrar of Titles in and for the County of Itasca and State of Minnesota is 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 1 and 2 of the Deed.

Dated: _____, 20__.

**GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY**

By _____
Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the Executive Director of the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota, on behalf of the Authority.

Notary Public

This document drafted by:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: November 13, 2025

STATEMENT OF ISSUE: Consider approval of a proposal from Baldwin Creative for communications services.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

Historically, GREDA has lacked the human and financial resources to implement a communications effort focused on delivering information to the community about their activities, success stories and business services.

To increase the public's awareness and support the economic advancement of the community, the Blandin Foundation included with the total \$2.8M grant award to GREDA a budget of \$15,000 per year for three years to contract for these services.

Baldwin Creative has worked with staff to create a scope of work that addresses this need. The attached work scope and proposal involves:

- A website analysis
- Development of a Communications and PR Strategy
- Creation of GREDA branded templates for handouts, press releases, announcements and social media.
- Development of press releases

Baldwin's proposed fee is an hourly not-to-exceed annual amount of \$12,000 without further authorization.

REQUIRED ACTION: Adopt a motion to approve the proposal from Baldwin Creative and authorize the Executive Director to execute the necessary documents.

2026 COMMUNICATIONS PROPOSAL

November 13, 2025



BALDWIN CREATIVE



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BALDWIN CREATIVE



Nicolette Denne
Client Strategy Director



Kayla Baldwin
Creative Director

BALDWIN CREATIVE



Nicolette Denne

Client Strategy Director

11 Years Ad Agency Account Management

11 Years Public Relations and Brand Strategy

9 Years Creative Production Management



BALDWIN CREATIVE



Kayla Baldwin
Client Strategy Director

9 Years Graphic Design

7 Years Strategic Marketing and Community Engagement

6 Years Small Business Owner

granditasca®
Clinic & Hospital

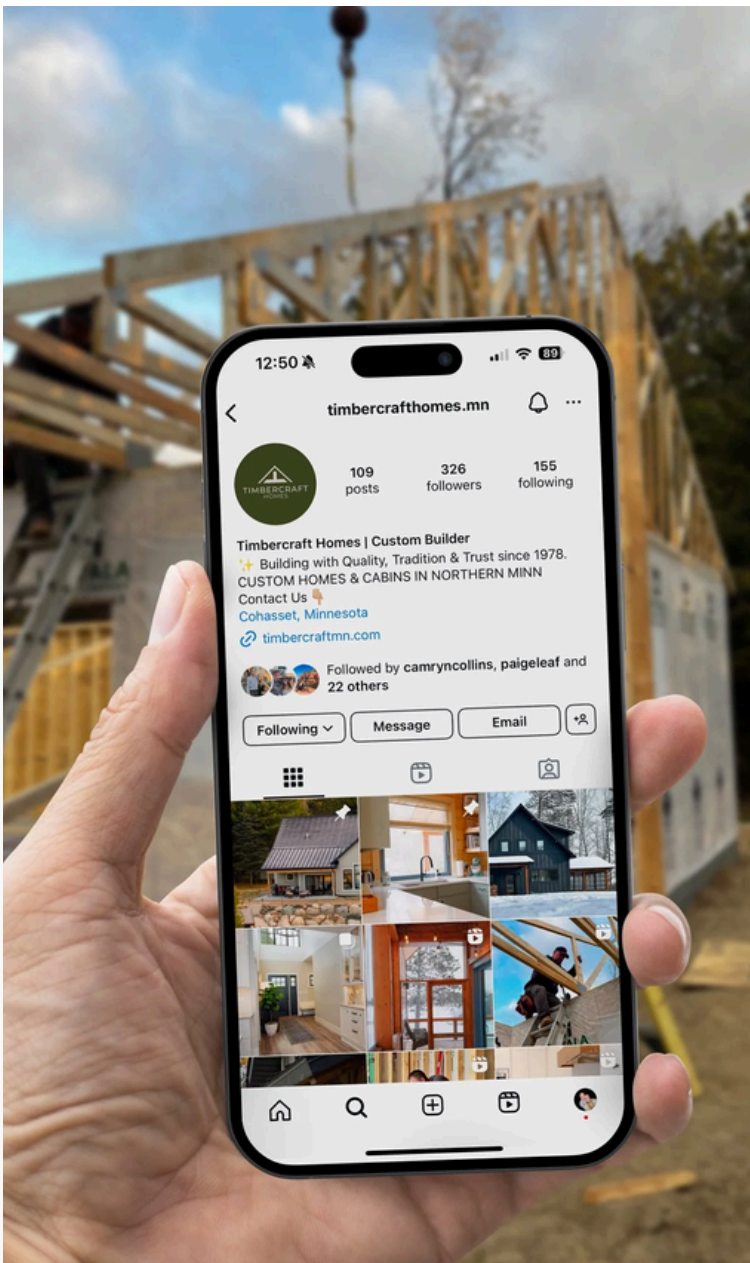
TIMBERCRAFT
HOMES

SHOES + CLOTHING + GIFTS
BENDERS
GRAND RAPIDS . HIBBING . DULUTH



OUR SERVICES

Marketing Strategy
Brand Development
Creative Production
Public Relations
Community Engagement
Project Management



PORTFOLIO

Timbercraft Homes

- Rebranding
- Social Media
- Print Design
- Public and Community Relations



THE CommonGood

FALL 2025 ————— GRACF Quarterly Newsletter

Helping to make our community stronger by bringing people together to give and support local needs.



HONORING THE LIFE AND LEGACY OF WENDY ROY

It is with heartfelt gratitude that we honor the life and legacy of Wendy Roy, the first Executive Director of the Grand Rapids Area Community Foundation (GRACF). Wendy played a pivotal role in shaping the Foundation we know today, bringing vision, leadership, and unwavering commitment to strengthening our community through philanthropy.

After high school, Wendy worked a variety of jobs to support her husband while he completed his college education. Wendy later served as Program Director of Campfire Minnesota in

[Read more →](#)

BUILDING FOR THE FUTURE

\$25,000 Matching Opportunity for Our Community

This spring, the Grand Rapids Area Community Foundation joined a select group of rural community foundations in a multi-year capacity-building initiative, made possible through a partnership between CommunityGiving and the Blandin Foundation. This program is designed to strengthen organizations like ours, ensuring that we can continue to serve our community for generations to

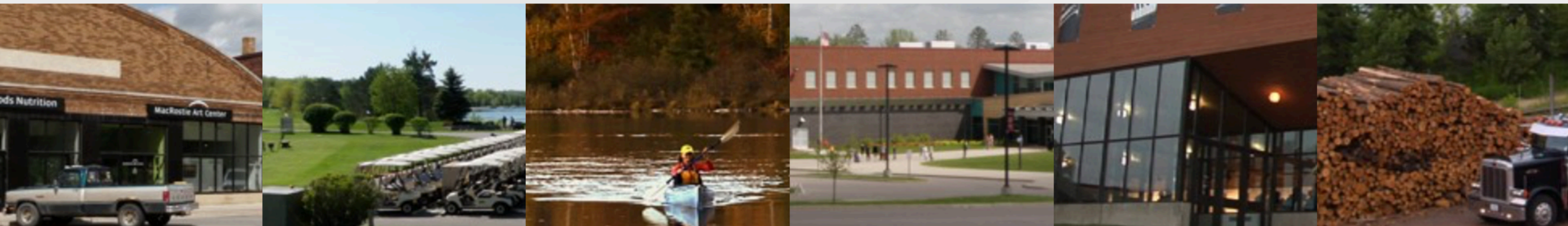


PORTFOLIO

Grand Rapids Area Community Foundation

- Print Design
- Newsletter Design
- Event Support
- Social Content Development

SEEDS OF CHANGE HARVEST FUN^(D) FEST



OUR WORK TOGETHER

Purpose

We'll work together to outline a strong Communication and Public Relations Strategy that strengthens GREDA's public presence, increasing awareness of economic development initiatives, and improving outreach to community stakeholders, partners, and businesses.

2026 FOCUS

Brand and Messaging

Frame GREDA not just as a funding/incentive agency, but as a partner in growth journeys for businesses. Show case studies (industrial expansion, downtown redevelopment, housing) with strong visuals.

Positioning and Visibility

Raise awareness of infrastructure/site work, loans & programs, and business attraction and promote success stories

2026 OUTLINE

1

Website Analysis Dec 2025

- Analysis and recommendations for content clarity, organization and user engagement

2

Strategy + Design Jan – Mar 2026

- Communications roadmap
- Key message development
- Template design

3

Ongoing Support Jan – Dec 2026

- Press Releases
- Media Relations
- Ad hoc marketing services



THANK
YOU



Scope of Work DRAFT V3

Grand Rapids Economic Development Authority (GREDA) 2026 Marketing

Effective Date: December 1, 2025

Contract Duration: December 31, 2026

Hourly Rate: \$90/hour

Annual Budget Cap: \$12,000 (approximately 133 hours)

Proposal expiration: December 1, 2025

1. Parties

This Scope of Work Agreement ("Agreement") is entered into by and between:

- **Client:** Grand Rapids Economic Development Authority (GREDA), located at 420 N Pokegama Ave, Grand Rapids, MN 55744
- **Contractor:** Baldwin Creative Co, LLC, providing professional marketing and communications services.

2. Project Purpose

Baldwin Creative will support GREDA in strengthening its public presence, increasing awareness of economic development initiatives, and improving outreach to community stakeholders, partners, and businesses through strategic communications, public relations, and marketing materials.

3. Services and Deliverables

Baldwin Creative will provide the following services as a one-time project:

A. Website Analysis

- Provide a one-time review of the GREDA website with recommendations on:
 - Content clarity and organization
 - Opportunities for improved user engagement
- Summary memo with prioritized recommendations

B. Communications and PR Strategy

- Develop a communications roadmap tailored to GREDA's mission, programs, and stakeholders
- Identify key messaging pillars and outreach opportunities

C. Templates for Internal Use

- Provide up to 6 branded templates that GREDA staff can adapt and reuse, such as:
 - (2x) Program publicity handouts (e.g. Downtown Mandated Building Improvement Loan Program)
 - (1x) Press release template
 - (1x) Event flyer or announcement template
 - (2x) Social media graphic templates
- Includes brief user instructions, if needed

Baldwin Creative will provide the following services hourly, as-needed:

A. Press Releases

- Draft up to 5 press releases for key events and milestones, such as:
 - Groundbreakings
 - Community plans or study announcements
 - Noteworthy GREDA accomplishments or milestones
 - New property listings and business opportunities
- Distribute to local and regional media contacts, as applicable
- Coordinate quarterly media relations meetings with local and regional publications.

B. Contingency & Flexible Support

- Provide quarterly check-ins and recommendations to optimize engagement
- Hours may be allocated for unplanned or time-sensitive needs as approved by GREDA staff, and agreed to by Baldwin Creative.

4. Estimated Hours Allocation and Deliverables Schedule:

One-Time Project Tasks	Estimated Hours	Timing
A. Website Analysis	8 hrs	December 2025
B. Communications / PR Strategy	15 hrs	January 2026
C. Templates (6x)	30 hrs	Jan - Mar 2026
Total - Project	53 hours	
Hourly Marketing Services	Estimated Hours	Timing
A. Press Releases (5x)	15 hrs	Jan - Dec 2026
B. Contingency / General Support	65 hrs	Jan - Dec 2026

Total - Hourly	80 hrs	2026
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Work will be performed with priorities and deadlines set in collaboration with GREDA staff. Regular quarterly check-ins will help ensure deliverables align with GREDA's events, initiatives, and available staff capacity.

5. Invoicing and Payment Terms

- One-time project fee to be billed in two equal installments for \$2,385 on December 1, 2025 and February 1, 2026 (Total \$4,770)
- Hourly Marketing Service Invoices will be submitted monthly based on actual hours worked with each invoice to include a summary of tasks and time spent
- Payment due within 15 days of invoice date
- Total compensation not to exceed \$12,000 without written authorization

6. Termination

Either party may terminate this agreement with 30 days' written notice. Baldwin Creative will be paid for work completed up to the termination date.

7. Ownership and Usage Rights

All final materials and deliverables created under this agreement will be the property of GREDA, with full rights to use, modify, and distribute as needed. Baldwin Creative Co, LLC retains the right to reference non-confidential deliverables in their professional portfolio and social media pages.

8. Confidentiality

Baldwin Creative agrees to maintain confidentiality with respect to any non-public information shared by GREDA during the term of this agreement.



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: November 13, 2025

STATEMENT OF ISSUE: Consider approval of a Subgrant Agreement with Grand Rapids Downtown Alliance, Inc.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

Within the grant GREDA received from the Blandin Foundation is a budget of \$275,000 of startup costs for the Grand Rapids Downtown Alliance. Included in that amount is the expense of the GREDA contracts with Pierson/Henry and Economic Development Services (Janna King).

With the Alliance now formally established and currently searching for an Executive Director and a lease for downtown office space in process, they will soon be generating expenses that will require some advancement of the Blandin Foundation grant funds from GREDA to the Alliance.

The attached Subgrant Agreement was just received from our attorney, so the Alliance has not had much time to review it. If approved by GREDA I will only need to bring this back to GREDA if substantive changes are required.

The Agreement provides for disbursements on each January 2 and July 1 commencing January 2, 2026, and continuing until July 2027.

At each disbursement, the Alliance will provide a budget to cover the next 6 months eligible expenses. During the term of the Agreement, the Alliance will also provide to GREDA annual audited financial statements and Form 990's as well as quarterly unaudited financial statements and monthly check reports.

REQUIRED ACTION: Pass a motion approving a Subgrant Agreement with Grand Rapids Downtown Alliance, Inc.

**SUBGRANT AGREEMENT BETWEEN THE GRAND RAPIDS ECONOMIC DEVELOPMENT
AUTHORITY
AND
GRAND RAPIDS DOWNTOWN ALLIANCE, INC.**

THIS SUBGRANT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, ("Effective Date") by and between the Grand Rapids Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota (the "**Authority**") and Grand Rapids Downtown Alliance, Inc., Minnesota nonprofit corporation (the "**Subgrantee**").

RECITALS

WHEREAS, the Grand Rapids Economic Development Authority ("Authority") and the City of Grand Rapids, Minnesota (the "City") worked collaboratively on the Grow Grand Rapids 2040 Comprehensive Plan (the "Comprehensive Plan"), and within the Comprehensive Plan, the City and the Authority prioritized maintaining and growing a vibrant downtown area. The Authority desires to prevent blight and help increase additional investment and economic development in the City's downtown;

WHEREAS, in 2023, the Authority prepared an Update to its Downtown Plan which contemplated a public-private partnership coalition to help promote the vibrancy of the City's downtown;

WHEREAS, to achieve such goals, the City partnered with community members to help form the Grand Rapids Downtown Alliance, Inc., a Minnesota nonprofit corporation (the "Subgrantee"), to create and maintain a vibrant, economically successful, safe and attractive downtown in the City (the "Project");

WHEREAS, to support the activities of the Subgrantee and the Authority's goals for downtown, the Authority applied for and received a grant (the "Grant") in the amount of \$2,800,000 from the Blandin Foundation (the "Foundation"), and the Foundation and the Authority entered into a Grant Agreement on May 21, 2025, the form of which is attached hereto as Exhibit A (the "Grant Agreement"); and

WHEREAS, the Authority desires to distribute a portion of the Grant in an amount to exceed \$275,000 (less the costs that the Authority incurred in consultant fees for the Project) to the Subgrantee to assist with certain costs relating to the creation and operation of the Subgrantee (the "Subgrant"); and

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

SECTION I. TERM OF AGREEMENT

This Agreement will terminate on December 31, 2027 (the "Termination Date"). However, the provisions in Section VI of the Grant Agreement and subdivision 5 of Section IV of this Agreement will survive termination or cancellation of this Agreement or of the Grant Agreement.

SECTION II. GRANT ELIGIBLE ACTIVITIES

The proceeds of the Subgrant shall be used for the following costs (the “Grant Eligible Activities”): working capital and start-up costs incurred by the Subgrantee during calendar years 2025, 2026 and 2027 in an amount not to exceed \$275,000 less the amounts that the Authority paid for consultant costs for the Project as determined in its sole discretion. Grant Eligible Costs shall be determined by the Authority in its sole discretion.

The Authority will provide funds to the Subgrantee to the extent of available Grant funds in accordance with the terms of the Grant Agreement and conditioned on the Subgrantee’s compliance with this Agreement. If the costs of Grant Eligible Activities exceed the amount to be reimbursed under such Grant Agreement, such excess shall be the sole responsibility of the Subgrantee. The Subgrantee shall comply with all requirements and conditions of the Grant Agreement and this Agreement.

SECTION III. REQUESTS FOR DISBURSEMENT

On each January 2 and July 1, commencing January 2, 2026 and continuing until July 1, 2027, the Subgrantee shall submit to the Authority the draw request attached hereto as Exhibit B including a proposed budget for its operations for the next six months which shall describe the proposed Grant Eligible Costs. The Authority shall review the budget and determine which expenses qualify as Grant Eligible Costs. Within 30 days of receipt of the budget from the Subgrantee, the Authority shall disburse a portion of the Subgrant to cover the next 6 months of the Subgrantee’s Grant Eligible Expenses. The Subgrantee shall keep records of all expenses constituting Grant Eligible Expenses and shall provide evidence of such payments to the Authority on each January 2 and July 1 including but not limited to invoices, checks and other evidence of payment.

In no event shall proceeds of the Subgrant be provided to the Subgrantee if the Authority does not receive proceeds of the Grant from the Foundation. No disbursements of the Subgrant shall provided to the Subgrantee if the Subgrantee is not in compliance with the requirements of this Agreement.

SECTION IV. SUBGRANTEE OBLIGATIONS

1. **Ineligible Uses.** Grant funds must be used for Grant Eligible Activities. Subgrant funds also shall not be used by the Subgrantee to supplant or replace: (a) funds obtained for the Grant Eligible Activities from other sources; or (b) contributions to the Grant Eligible Activities, including financial assistance or other resources of the Subgrantee. The Authority shall bear no responsibility for cost overruns which may be incurred by the Subgrantee or others in the implementation or performance of the Grant Eligible Activities.
2. **Restrictions on Subgrants.** The Subgrantee cannot use the grant funds for Subgrants to any subrecipient.
3. **Reports and Records.** The Subgrantee will submit to the Authority records and reports as required by the Grant Agreement and as follows:
 - a. Within 30 days of its completion, commencing in 2026, the Subgrantee shall submit to the Authority annual audited financial statements and Form 990s.
 - b. Within 30 days of the end of each quarter, commencing the quarter ending December 31, 2025, submit unaudited quarterly financial statements to the Authority.

c. Commencing December 31, 2025 and continuing the last day of each month, submit monthly check reports and registers to the Authority for the previous calendar month.

4. **Insurance.** The Subgrantee agrees that in order to protect itself as well as the Authority under the indemnity provision contained in Section IV, paragraph 5 herein, it will obtain and keep in force during the term of this Agreement, at its own expense:

- a. General liability insurance covering any injury caused by act or omission on the part of the Subgrantee, its officers, agents and employees in performance of or with relation to any of the work or services performed or furnished by the Subgrantee under the terms of this Agreement in an amount of not less than \$2,000,000.00 per occurrence and aggregate, and will not exclude explosion, collapse, and underground property damage, and not contain an “aggregate” policy limit unless specifically approved in writing by the Authority.
- b. Automobile liability insurance, if applicable, covering any injury caused by act or omission on the part of the Subgrantee, its officers, agents and employees in performance of or with relation to any of the work or services performed or furnished by the Subgrantee under the terms of this Agreement with minimum coverage in the amount of \$600,000.00 per person and \$1,000,000 per occurrence covering hired, non-owned and owned automobiles.
- c. Umbrella or Excess Liability Coverage. (unless specifically waived in the Statement of Work/Scope of Services) providing additional coverage beyond the limits of general liability and automobile coverages set forth above, in the amount of not less than \$1,000,000.00.
- d. Workers' compensation insurance with not less than statutory minimum limits and unemployment compensation as required by law.
- e. Employers' liability insurance with minimum limits of at least \$100,000.00 per accident and with a Minnesota endorsement;
- f. The general liability and automobile liability coverages must contain an endorsement naming the Authority as an additional insured as to acts committed by the Subgrantee for which the Authority could be held responsible. The automobile liability policy must apply to any vehicle used in connection with the performance of this Agreement by the Subgrantee.
- g. The Subgrantee will furnish Certificates of Insurance evidencing compliance with this Section. Each insurance policy will contain a provision requiring thirty (30) days' notice of cancellation of the policy. The Authority will not be obligated to honor payment requests at any time when the coverages required by this Agreement are not in force.
- h. Each coverage afforded to the Authority as an additional insured under this policy expressly includes the duty to defend and the duty to indemnify. As evidence of this commitment, all Certificates of Insurance referenced in this Agreement will include in the section labeled “Description/Special Items”, typically in the lower left-hand corner of the document, the following language: “Each coverage afforded to the Authority as an additional insured under this policy expressly includes the duty to defend and indemnify.”

5. **Indemnification.** Except for any willful misrepresentation or any willful or wanton misconduct of the Authority, or its officers, employees or agents, the Subgrantee will indemnify, hold harmless, protect and defend the Authority, its officers, employees or agents, from all suits, actions or claims of any character whether such suits or actions arise out of the acts or omissions of Subgrantee, its agents or employees, or the Authority, or its officers, employees or agents, on account of Subgrantee and/or the Authority attempting or carrying out the terms of this Agreement.

6. **Grant Agreement.** The Subgrantee will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by the Subgrantee rather than the Authority and that are conditions of award of funds under the Grant Agreement. Nothing in this Agreement shall be deemed an exception from, or alteration of, the requirements of the Grant Agreement. The Subgrantee will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Authority as may be needed to ensure the Authority can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Authority rather than the Subgrantee.

7. **Termination.** This Agreement may be terminated by the Authority for cause at any time upon fourteen (14) calendar days' written notice to the Subgrantee. Cause shall mean a material breach of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Subgrantee shall receive payment on a pro rata basis for eligible Grant Eligible Activities that have been completed prior to the termination. Termination of this Agreement does not alter the Authority's ability to recover grant funds on the basis of a later audit or other review and does not alter the Subgrantee's obligation to return any grant funds due to the Authority as a result of later audits or corrections. If the Foundation determines the Authority or the Subgrantee has failed to comply with the terms and conditions of this Agreement, the Authority may take any action to protect the Authority's interests and may refuse to disburse additional grant funds and may require the Subgrantee to return all or part of the Subgrant funds already disbursed.

8. **Representations of the Subgrantee.**
 - a. The Subgrantee a nonprofit corporation duly organized and in good standing under the laws of the State of Minnesota, is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 whose income is exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986.

 - b. The Subgrantee will provide evidence satisfactory to the Authority that the Subgrantee has established a separate accounting system for the exclusive purpose of recording the receipt and expenditure of the Subgrant.

 - c. The Subgrantee will provide such evidence as Authority may require as to its compliance with all applicable laws, codes, rules, regulations and ordinances.

 - d. The Subgrantee agrees that the execution and delivery of this Agreement, and the performance by Subgrantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Subgrantee.

e. The Subgrantee represents and agrees that the execution and delivery of this Agreement has been duly approved by all necessary action of the Subgrantee, and this Agreement has in fact been duly executed and delivered by the Subgrantee and constitutes its lawful and binding obligation, legally enforceable against it.

f. The Subgrantee agrees that it will keep and maintain books, records, and other documents relating directly to the receipt and disbursement of proceeds of the Subgrantee and that any authorized representative of Authority, with reasonable advance notice, may have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Subgrantee related to the Subgrant for 6 years after the date hereof.

g. To the best of the Subgrantee's knowledge, the Subgrantee has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the term of this Agreement. If at any time the Subgrantee receives notice of noncompliance from any governmental entity, the Subgrantee agrees to notify Authority of such noncompliance and take any necessary action to comply with the state or federal law in question.

h. The Subgrantee will not discriminate against any person or family on the ground of race, color, age, national origin, sex, religion, or family status. The Subgrantee will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. The Subgrantee will not discriminate, or allow any contractor, subcontractor, union or vendor engaged in any activity in connection with the Subgrant Activities, to discriminate against any employee or applicant for employment in connection with the Subgrant Activities because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

i. The members, officers and employees of the Subgrantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions. The Subgrantee shall adopt and maintain a conflict of interest policy.

j. The accounts and records of the Subgrantee described in paragraph (l) above shall be audited in the same manner as all other accounts and records of the Subgrantee and may, for a period of six (6) years following the Termination Date, be inspected on the Subgrantee's premises by the Authority or individuals or organizations designated by the Authority, upon reasonable notice thereof to the Subgrantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

SECTION V. GENERAL TERMS AND CONDITIONS

1. **Independent Contractor.** For the purpose of this Agreement, the Subgrantee is deemed to be an independent contractor and not an employee of the Authority. Any and all employees of the Subgrantee

or other persons while engaged in the performance of any work or services required by the Subgrantee under this Agreement, will not be considered employees of the Authority. Any and all claims by any third party as a consequence of any act or omission on the part of the Subgrantee, its employees or other persons will be the obligation of the Subgrantee. The Subgrantee will be responsible for all contractual obligations entered into pursuant to and in the performance of this Agreement. If required by statute, the Subgrantee will procure and maintain in force at its expense worker's compensation insurance and will provide the Authority with proof of such coverage. Withholding and payment of federal and state income taxes and FICA, for its employees will be the responsibility of the Subgrantee. The Subgrantee will pay contributions to the unemployment compensation fund and comply with all other employer requirements in accordance with the Minnesota unemployment compensation laws.

2. **Non-Discrimination.** The Subgrantee will be deemed a contractor for the application of all provisions, ordinances and other laws against discrimination, including:
 - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
 - b. Executive Order No. 11246 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Chapter 60); and
 - c. Chapter 363A, Minnesota Statutes.
3. **Compliance With Applicable Law.** The Subgrantee shall comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Subgrantee's performance of the provisions of this Agreement.
4. **Permits, Bonds and Approvals.** The Subgrantee is responsible for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations, certifications or approvals necessary to perform or complete the Grant Eligible Activities . The Subgrantee must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts. The Subgrantee shall comply with all applicable state and federal law.
5. **Data.** The Subgrantee shall abide by Chapter 13, Minnesota Government Data Practice Act (MGDPA). All data created, collected, received, stored, used, maintained, or disseminated by the Subgrantee in performing functions under this Agreement may be subject to the requirements of the MGDPA and Subgrantee agrees to comply with the MGDPA as applicable. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. The Subgrantee agrees to hold the City, its officers, and employees harmless from any claims resulting from the Subgrantee's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. The Subgrantee's duties and obligations within this section shall survive the expiration of this Agreement.
6. **Default.** One or more of the following will constitute an Event of Default under this Agreement:
 - a. Subgrantee defaults in the performance or observance of any agreement, covenant or condition required to be performed or observed by Subgrantee under the terms of this Agreement, and

such default is not remedied within thirty (30) days after written notice to Subgrantee from the Authority specifying such default; provided, however, if the default cannot reasonably be cured within thirty (30) days, an Event of Default shall not occur if Subgrantee in the reasonable opinion of the Authority diligently pursues a remedy within said 30-day period.

- b. Any representation or warranty made by Subgrantee herein or any document or certificate furnished to the Authority in relation to this Agreement proves at any time to be incorrect or misleading as of the date made.
- c. Subgrantee engages in any illegal activities.
- d. Subgrantee uses any of the Subgrant funds contrary to this Agreement or the Grant Agreement.
- e. Subgrantee employs or becomes an individual, company, or other entity either on the State debarment list or with unresolved compliance issues.
- f. Subgrantee fails to obtain and/or keep in force insurance of the types and in the amounts as specified within this Agreement or fails to indemnify and hold harmless the Authority as set forth herein.
- g. Subgrantee fails to comply with the Grant Agreement.

7. **Remedies.** When any Event of Default occurs, any one or more of the following remedial steps may to the extent permitted by law be taken:

- a. The Authority may, at its option, terminate this Agreement, declare the amount of the Subgrant funds that have been expended on Grant Eligible Activities to be immediately due and payable whereupon the same will become immediately due and payable by the Subgrantee;
- b. The Authority may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Subgrantee under this Agreement, or any related instrument; or to otherwise compensate the Authority for any damages on account of such Event of Default;
- c. No remedy conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will 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 Event of Default will impair any such right or power or be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it will not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

8. **Amendments.** This Agreement will not be amended without a written agreement signed by both parties. Amendments, modifications or additional schedules may not be construed to adversely affect vested

rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

9. Assignment. The Subgrantee binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement, and shall not assign or transfer its interest in this Agreement without the written consent of the other.

10. Conflict of Interest. The officers and employees of the Subgrantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

11. Authorized Agent and Notice. Except as otherwise provided in this Agreement, payment request forms, written reports and correspondence submitted to Authority pursuant to this Agreement shall be directed to the Authority Authorized Agent named in this section or their successor. Any notice or demand to be given under this Agreement by any party must be delivered in person, sent by certified United States Mail, or via electronic mail with Return Receipt Requested, address to the individuals and addresses below:

Authority:

Grand Rapids Economic Development Authority
420 N. Pokegama Ave
Grand Rapids, MN 55744
Attention: Executive Director

Subgrantee

Grand Rapids Downtown Alliance, Inc.
c/o Grand Rapids Area Community Foundation
350 NW 1st Avenue, Suite E
Grand Rapids, MN 55744
Attention: Chair

12. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

13. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the Authority and the Subgrantee have caused this Agreement to be executed by their duly authorized representatives.

**GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY**

**GRAND RAPIDS DOWNTOWN
ALLIANCE, INC.**

By: _____

Title: Executive Director

By: _____

Title: _____

By: _____

Title: President

EXHIBIT A
FORM OF GRANT AGREEMENT

EXHIBIT B**DRAW REQUEST**

Grand Rapids Economic Development Authority
 420 N. Pokegama Ave
 Grand Rapids, MN 55744

DISBURSEMENT DIRECTION

The undersigned authorized representative (the “Authorized Representative”) of Grand Rapids Downtown Alliance, Inc. (the “Subgrantee”), hereby authorizes and requests you to disburse from proceeds of the Subgrant in accordance with the terms of the Subgrant Agreement, dated _____, 2025 (the “Agreement”), between the Grand Rapids Economic Development Authority (“Authority”) and the Subgrantee, the following amount to the following person and for Grant-Eligible Costs:

1. Amount: _____
2. Purpose: _____

all as defined and provided in the Agreement. Attached hereto are true and accurate copies of all invoices or other documentation for all Grant Eligible Expenditures for the previous six months. The undersigned further certifies to the Authority that (a) each item for which the payment is proposed is a Grant Eligible Costs; (b) that the Subgrantee is in full compliance with the Agreement; and (c) the budget attached as Exhibit A hereto is an accurate representation of the Subgrantee’s expected expenditures and sources of payment for the next 6 months.

Dated: _____

 Subgrantee’s Authorized Representative

EXHIBIT A
BUDGET

EXHIBIT B
PRIOR 6 MONTHS GRANT ELIGIBLE EXPENDITURES

GREDA Proposal to Blandin Foundation 2025

Project/Initiative Expenses:	2025	2026	2027	Total Blandin Foundation	GREDA/City Cash & In-kind	Other ED Partner Sources	Total Project Cost
Downtown Alliance Startup	\$ 195,000	\$ 50,000	\$ 25,000	\$ 270,000	\$ 30,000		\$ 300,000
Downtown Wayfinding (planning & implementation)		\$ 100,000	\$ 200,000	\$ 300,000	\$ 40,000		\$ 340,000
Downtown Branding Implementation		\$ 80,000	\$ 50,000	\$ 130,000	\$ 20,000		\$ 150,000
Downtown Alliance Central School Office Setup		\$ 5,000		\$ 5,000	\$ 5,000		\$ 10,000
				\$ -			
Legion Park Plan - Economic Impact Analysis	\$ 100,000	\$ 65,000		\$ 165,000	\$ 20,000		\$ 185,000
				\$ -			
Capitalize Revolving GREDA Dedicated Strategic Site Acquisition Fund	\$ 275,000	\$ 275,000	\$ 275,000	\$ 825,000			\$ 825,000
Enhanced GREDA Communications Planning and Implementation	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000			\$ 45,000
Development of an effective workforce recruitment strategy/campaign		\$ 175,000	\$ 175,000	\$ 350,000	\$ 20,000		\$ 370,000
Affordable Single Family Housing (GREDA/ICHRA) former ISD 318 Admin. Building Site	\$ 135,000			\$ 135,000	\$ 526,000	\$ 465,000	\$ 1,126,000
Blandin Beach Renovation			\$ 300,000	\$ 300,000	\$ 300,000	\$ 600,000	\$ 1,200,000
Block 19 Parking/Venue Improvements			\$ 300,000	\$ 300,000	\$ 500,000	\$ 200,000	\$ 1,000,000
	\$ 720,000	\$ 765,000	\$ 1,340,000	\$ 2,825,000	\$ 1,461,000	\$ 1,265,000	\$ 5,551,000