



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

**Thursday, May 13, 2021
Immediately following the 4:00pm Closed Meeting
Grand Rapids City Hall**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, May 13, 2021 immediately following the conclusion of the 4:00pm Closed Meeting. Some or all of the Commissioners may be participating by telephone or other electronic means.

AGENDA

1. Call to Order
2. Call of Roll
3. Setting of the Regular Agenda - *This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Commissioners present an agenda item.*
4. Consider approval of minutes from the April 22, 2021 regular meeting.
5. Consider approval of claims
6. Consider award of a contract with LHB for architectural and engineering services associated with a speculative industrial building concept
7. Discuss a concept for booth rental/marketplace in Central School Suites 102 & 103
8. Updates:
 - a.
9. Adjourn

GREDA Commissioners/terms:

Rick Blake – 12/31/2022 (with council term)
Tasha Connelly– 12/31/2024 (with council term)
(Vacant) – 3/1/21
Cory Jackson – 3/1/23
Mike Korte – 3/1/22
John O’Leary – 3/1/25
Sholom Blake – 3/1/25

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, APRIL 22, 2021
4:00 P.M.**

DRAFT

**GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order electronically on Thursday, April 22, 2021 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: John O’Leary, Cory Jackson, Tasha Connelly, Mike Korte. Absent: Rick Blake, Sholom Blake.

SETTING OF REGULAR AGENDA: **Approved with addition.**

- **Consider approval of a 6 month lease with True North Salon and spa for Suite 101 of Central school.**

MOTION BY COMMISSONER JACKSON, SECOND BY COMMISSIONER KORTE TO APPROVE THE AGENDA WITH ADDITION. The following roll call vote was taken: Yea: Connelly, Jackson, Korte, O’Leary Nay: None, passed unanimously.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CONNELLY, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE APRIL 8, 2021 REGULAR MEETING. The following roll call vote was taken: Yea: O’Leary, Korte, Jackson, Connelly. Nay: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER CONNELLY TO APPROVE CLAIMS IN THE AMOUNT OF \$10,486.18.

Kennedy & Graven	\$7,370.50	Loren Solberg	\$1,200.00
MN DEED	\$1,000.00	Northern Star Cooperative Service	\$502.36
P.U.C	\$413.32		

The following roll call vote was taken: Yea: Connelly, Jackson, Korte, O’Leary Nay: None, passed unanimously.

Consider approval of a 4 month lease with MacRostie Art Center for Suite 109 of Central School.

The MacRostie Art Center rented Suite 109 last year for an art gallery featuring emerging artists. This exhibit was funded by a grant which has been extended and they would like to re-establish the gallery for a 4 month period, beginning in June. The proposed lease follows the standard format and pricing it would just be a shorter term.

MOTION BY COMMISSIONER CONNELLY, SECOND BY COMMISSIONER JACKSON TO APPROVE A 4 MONTH LEASE WITH MACROSTIE ART CENTER FOR SUITE 109 OF CENTRAL SCHOOL. The following roll call vote was taken: Yea: O’Leary, Korte, Jackson, Connelly. Nay: None, passed unanimously.

Consider approval of a 6 month lease with True North Salon and Spa for Suite 101 of Central School.

The proposed lease at a discounted price of \$600.00/month would be to offer local retail goods in collaboration with another building tenant, Megan Brekke of Wildland Fabrics. If this new venture proves successful during the trial period of 6 months their intent would be to lease the space at the end of the term at full price the following year. Staff consulted with Commissioners Jackson and O’Leary on this request and the consensus was to recommend approval.

MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER CONNELLY TO APPROVE A 6 MONTH LEASE WITH TRUE NORTH SALON AND SPA FOR SUITE 101 OF CENTRAL SCHOOL. The following roll call vote was taken: Yea: Connelly, Jackson, Korte, O’Leary Nay: None, passed unanimously.

Updates:

The items have been removed from the EDA’s hangar and the chapter 11 trustee has signed a stipulation agreement giving the EDA control of the building again. Mr. Mattei would like to meet in a closed session at the next meeting to discuss the possible sale or lease of the building.

There being no further business the meeting adjourned at 4:17 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

DATE: 05/10/2021
 TIME: 10:08:24
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/13/2021

VENDOR #	NAME	AMOUNT DUE

EDA - CAPITAL PROJECTS		
	DOWNTOWN REDVELPMNT BLK 18-21	
0920060	ITASCA COUNTY TREASURER	6,398.40
	TOTAL DOWNTOWN REDVELPMNT BLK 18-21	6,398.40
	AIRPORT SOUTH INDUSTRIAL PARKS	
0920060	ITASCA COUNTY TREASURER	6,928.00
	TOTAL AIRPORT SOUTH INDUSTRIAL PARKS	6,928.00
	MANUFACTURING HANGAR	
0900090	IRRRB	9,645.63
0920060	ITASCA COUNTY TREASURER	7,620.00
	TOTAL MANUFACTURING HANGAR	17,265.63
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 30,592.03
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0920051	ITASCA COUNTY H.R.A.	37,005.58
1309170	MN DEED	1,000.00
1309199	MINNESOTA ENERGY RESOURCES	67.55
T001363	ASHIFA SIDDIQUI	1,500.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$ 39,573.13
	TOTAL ALL DEPARTMENTS	70,165.16



REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #6

Meeting Date: 5/13/21

Statement of Issue:

Consider award of a contract with LHB for architectural and engineering services associated with a speculative industrial building concept

Background:

Four firms responded to GREDA's RFP for architectural and engineering services in the development of a speculative industrial building concept. They were Widseth, TKDA, LHB and DSGW.

Commissioners Jackson and O'Leary and staff evaluated the proposals and have recommended the firm of LHB, based upon team experience, project references, project understanding and work approach, level of proposed effort and fee.

Recommendation:

Required Action:

Pass a motion awarding a contract with LHB for architectural and engineering services associated with a speculative industrial building concept for a not to exceed fee of \$9,800.

Attachments:

LHB Proposal
Contract

GREDA

**Speculative
Industrial
Building**





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

Re: Architectural Services for a Speculative Industrial Building

LHB is pleased to submit our proposal for planning, concept design, and estimating services for a speculative industrial building.

We have assembled a team that has successfully completed similar projects including the speculative Saints Business Center office and warehouse in St. Paul. We worked with United Properties and Saint Paul Port Authority to develop the project. We are currently partnering on planning and concept design for a 112-acre carbon free speculative development with this same team. LHB's highly engaged and committed professionals will ensure project success.

Key factors that set us apart:

Project Experience – Our project team has demonstrated experience in planning and executing industrial developments. We bring our experts in commercial and industrial markets to your team to ensure critical project components of loading docks, truck circulation, and other functional considerations are integrated early in the planning and concept phase.

Local Government Support – We have a proven ability to keep projects on-track while leading an engaging and creative design process for the owner. Our flexibility and financial stewardship add great value for the owner.

Capacity...We Will Deliver – The resources of LHB will be employed to meet the project deadlines. We use resource planning tools and have proposed the team with commitment, dedication, and capacity to deliver your project.

Full Service Firm – LHB is a full service design and engineering firm so we can meet your needs for structural, civil, mechanical, and electrical engineering in addition to other specialties such as survey, landscape architecture, and advanced digital visualization. One point of contact and responsibility removes complexity and adds efficiency to the process.

If you have any questions or need additional information in reviewing our proposal, please do not hesitate to call or e-mail at your convenience. We look forward to working with you and providing exceptional client service on this project.

A handwritten signature in black ink that reads "Stacey Demmer".

Stacey Demmer, AIA, LEED AP
Project Principal
612.766.2815
Stacey.Demmer@LHBcorp.com

FIRM INTRODUCTION

LHB, Inc.

LHB is a multi-disciplinary engineering, architecture, and planning firm known for our design leadership and loyalty to our clients. We go beyond good intentions and focus on measurable performance. We are experts in: public works, pipeline, industrial, housing, healthcare, government, education, and commercial design.

LHB is dedicated to being environmentally responsible, reducing long term operating costs, and improving the quality of life for our clients. With a staff of 260, we provide integrated design solutions. Since 1966, our people have focused their talents and specialize in providing creative, practical, and cost-effective design solutions for our clients.

We create sustainable designs for all types of facilities and infrastructure to produce energy-efficient buildings; promote ecological use of materials; and utilize natural systems that provide healthy, cost-effective benefits from natural lighting and indoor air quality to stormwater reuse.



Project Specific Experience

- Industrial Design
- Mixed-Use
- Commercial Retail
- Commercial Office
- Net Zero Energy Design

Services Provided

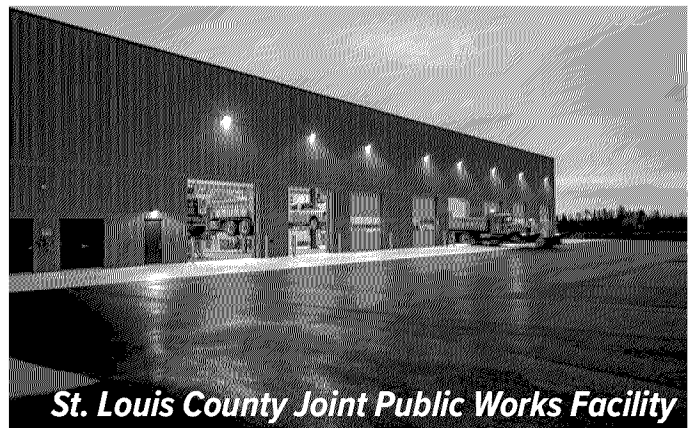
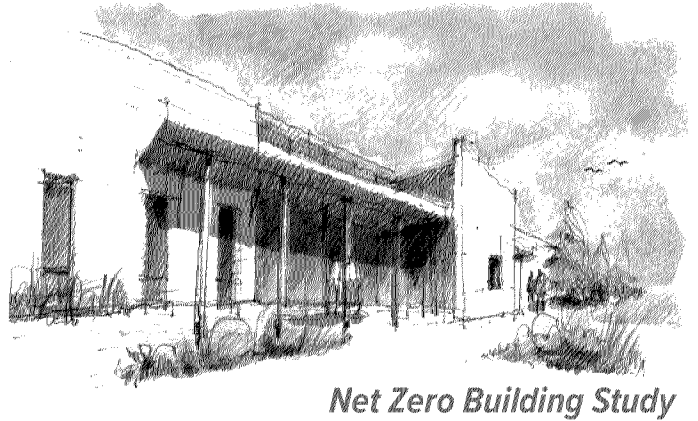
- Architecture
- Civil Engineering
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Interior Design
- Landscape Architecture + Planning
- Performance Metrics™

RELEVANT EXPERIENCE

The following projects illustrate LHB's experience with planning and design of corporate spaces the successfully mix office with manufacturing, warehouse, labs and other space types. We share connections with the makers, scientists, and creatives that occupy these projects and, in each case, started with a planning deep dive into how spaces can support business critical functions. These projects are owner occupied and we worked with each client to develop plans that create long term value and flexibility for their real estate investment. These planning studies have evolved into long term client relationships over the course of multiple projects.

Trucking, passenger vehicles, pedestrian, and bicycle circulation is carefully considered and safely accommodated with each of these site designs. The site designers and civil engineers that support LHB's commercial projects design loading docks, roadways, transit stations, trails, and public amenities throughout the Midwest.

LHB designs for people and creates spaces and occupant experiences that promote equity, sustainability, wellbeing and cognitive performance through access to daylight, occupant comfort, enhanced air quality, and biophilic design. For each of these projects we worked with Human Resources, Facilities, and a broad range of stakeholders to ensure all building occupants had class A work environments no matter their job description.



RELEVANT EXPERIENCE

SAINTS BUSINESS CENTER

ST. PAUL, MN

The Saints Business Center is the first speculative multi-tenant office warehouse project in the nation to receive LEED CS–Silver pre-certification. The project consisted of the construction of a 190,000 SF precast concrete panel office warehouse building and site improvements on an existing urban site.

The existing Saint’s stadium buildings and site structures were demolished and removed. Concrete, bituminous, and brick were recycled on site, with contaminated soil and non-recyclable debris disposed of off-site. A Subsurface Vapor Extraction System and sub-slab depressurization system were installed, which included equipment to actively remove vapor.

The brownfield site remediation plan included removing soils in contaminated hot-spot areas and disposing these soils at a state-regulated off-site facility. The storm water treatment system eliminated runoff from the site for the 100 year, 24-hour storm event by infiltrating all the runoff and recharging the aquifer.

Stormwater control systems included SAFL Baffles, pervious pavement, and an underground tire shred infiltration basin and connection to municipal stormwater systems utilizing tire shreds. A 40 KWh photovoltaic system will produce enough energy to power the building exterior/parking lot lighting. Energy efficiency strategies will result in an 18% reduction in energy use. Water efficiency strategies will result in an 40% reduction in potable water use.



REFERENCE: MONTE HILLMAN
mmh@sppa.com
651.224.5686

RELEVANT EXPERIENCE

SAGE HVM-1 PLANT

FARIBAULT, MN

Sage Electrochromics' vision of its first High Volume Manufacturing (HVM-1) facility came to fruition through the design efforts of LHB. The 324,000 SF energy efficient and high performance facility is LEED Gold Certified. The HVM-1 facility is a showcase facility with innovative features and highlights, and a particular emphasis on employee comfort and health.

LHB provided the required architectural, structural engineering, civil engineering and landscape architectural designs, details, drawings, and technical specifications to facilitate constructing this facility. The overall plant building houses a large production floor area, a shipping dock area, visitor entrance area, offices, employee break room with kitchen as well as a mezzanine viewing area of the production floor.

A key design request from the Owner was to allow for natural day lighting within the plant. To this end, a dense array of skylights and windows were deployed to promote worker wellbeing. Four overhead bridge cranes were designed to move product and materials in the production area.

An interior shipping dock area within the facility is accessible to the overhead cranes and to keep the trucks out of the weather for loading product and unloading raw materials. A large monolithic concrete slab was required at the process line which also contained embedded rails into the floor for process equipment door operations.



RELEVANT EXPERIENCE

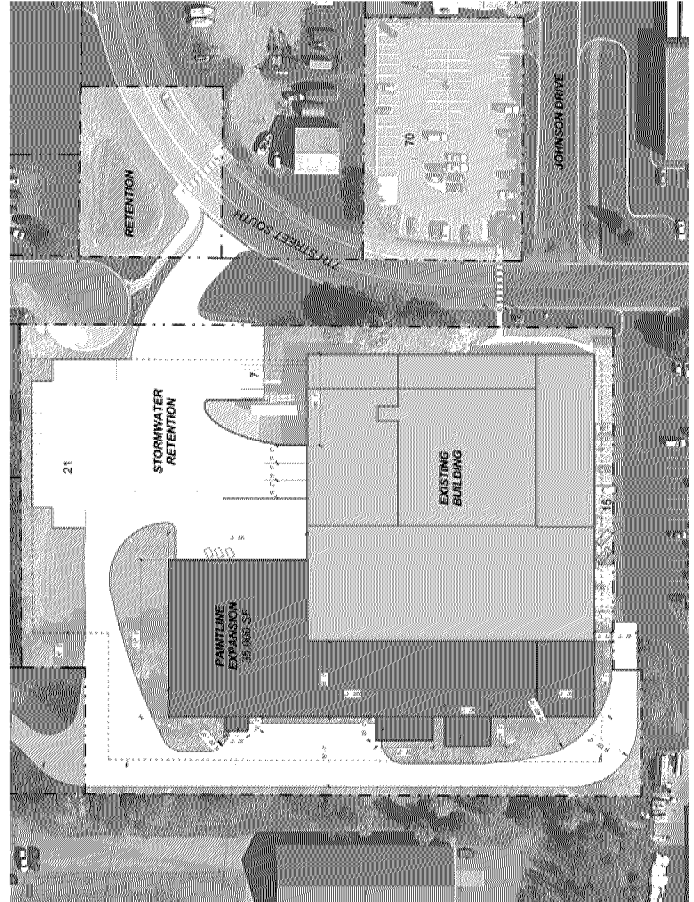
INDUSTRIAL LOUVERS

MINNEAPOLIS, MN

Industrial Louvers approached LHB with ambitious business expansion goals. As part of their growth, they have committed to pursuing the Living Product Challenge - a cutting edge program that pushes deep sustainability in the product manufacturing industry. To achieve their expansion and sustainability goals, Industrial Louvers needed to modernize their paint line, expand targeted product lines and their associated manufacturing spaces, and grow their workforce. Their existing building and site configuration required significant reconfiguration and expansion to support these goals.

To better understand Industrial Louvers' goals and challenges, LHB participated in a series of meetings focused on goal setting, programming, scheduling and conceptual design. Key stakeholders from each department were surveyed, and discussions were held to more fully understand each departments projected growth, special needs, and requirements for adjacency, acoustical and visual privacy, along with unique circumstances that necessitated programmatic consideration.

Product flow across the site, and throughout the process, was studied to optimize manufacturing efficiency and spatial needs, while minimizing down time during facility improvements.



REFERENCE: LISA BRITTON
lisab@industriallouvers.com
763.972.7011

RELEVANT EXPERIENCE

THE GOOD ACRE

FALCON HEIGHTS, MN

The Pohlad Family Foundation provided funding for The Good Acre, a new facility located in Falcon Heights. The Good Acre is a non-profit Community Supported Agriculture (CSA) focused on sustainable agriculture.

The versatility of the facility serves multiple uses and various communities. Farmers associated with the CSA have access to coolers and equipment to process their produce. The commercial grade kitchen and classroom provides space for a variety of cooking classes offered by numerous community organizations.



REFERENCE: RHYS WILLIAMS
rhys@thegoodacre.org
651.493.7158

RELEVANT EXPERIENCE

NET ZERO BUILDING STUDY

ST. PAUL, MN

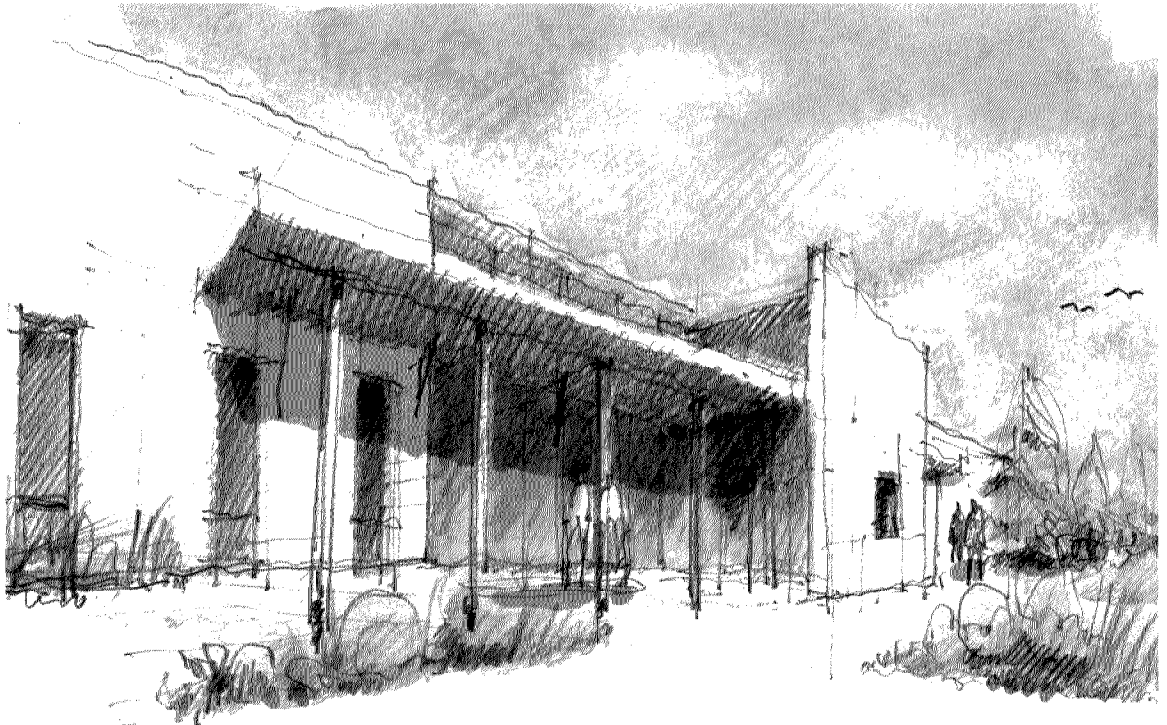
The St. Paul Port Authority, LHB's client, has a goal to develop a net-zero energy warehouse by 2020. Our team was commissioned to identify the "most probable path to building a net-zero energy warehouse" to assist in achieving this goal.

This feasibility study investigates this question through four parts: a high-performance design guide specific to office-warehouse buildings in Minnesota, a prototypical concept building design, a concept design pricing exercise, and an analysis and recommendation on the most cost-effective approach to developing a net-zero energy office-warehouse building.

Using an integrative process, this study benefitted from the insight and expertise of a diverse team of building professionals, owners, and operators.



PRECEDENT IMAGE



REFERENCE: MONTE HILLMAN
mmh@sppa.com
651.224.5686

RELEVANT EXPERIENCE

QUALITY BICYCLE PRODUCTS

BLOOMINGTON, MN

Quality Bicycle Products selected LHB to provide all architecture and engineering services needed to design 100,000 square feet of new warehouse and 35,000 square feet of new office space. LHB helped QBP obtain Gold LEED certification for this facility recognizing the company's efforts at incorporating high performance design into this project. The 13-acre site is located on the south edge of Hyland Park.

Some of these design components include the following:

Sustainable Design and Site Considerations

- Reduced parking with dedicated parking for hybrid vehicles
- Reduced site disturbance
- Daylighting in new 35,000 square foot office space
- Stormwater management

Energy and Atmosphere

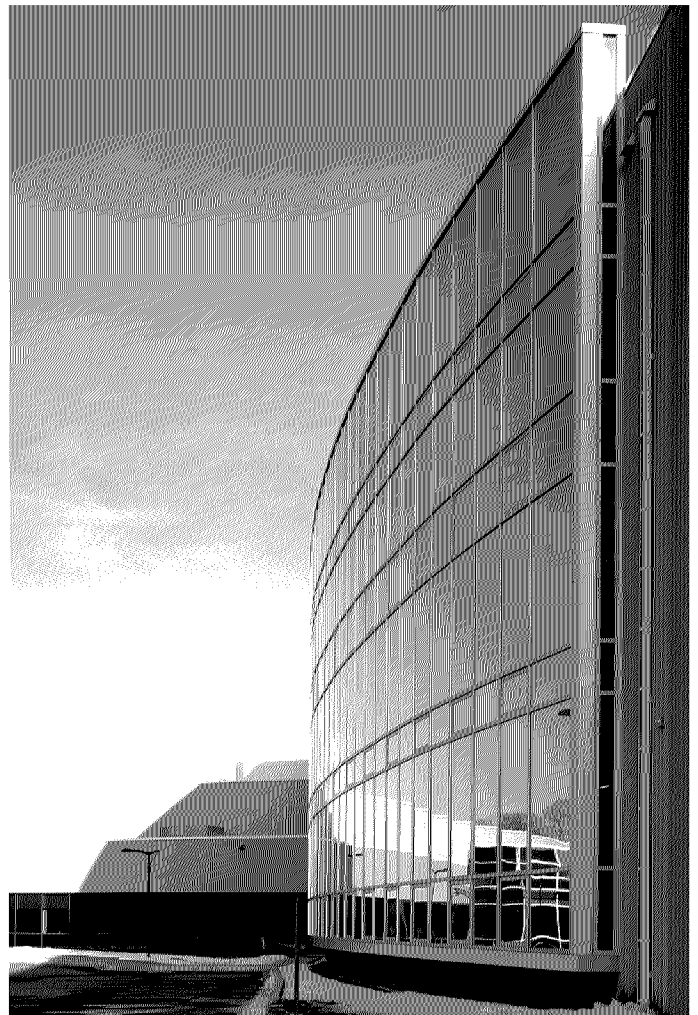
- Building systems commissioning
- CFC reduction in HVAC equipment and ozone depletion reduction
- Minimum of 45% improved energy performance

Materials and Resources

- Construction Waste Management with 83% of the demolished building diverted from landfill and reuse demolition materials
- Minimum of 33% of materials manufactured regionally

Water Efficiency

- 54% water use reduction in building and no irrigation required for landscaping



RELEVANT EXPERIENCE

ST. LOUIS COUNTY JOINT PUBLIC WORKS FACILITY COOK, MN

St. Louis County selected LHB to design their new county-owned, \$23 million community and public works facility in Cook, Minnesota. This facility houses operations for multiple public agencies. LHB's scope of work included all architectural and engineering services for design and construction of the facility.

This project consisted of two defined phases including 1) pre-design and project cost estimation and 2) schematic design, design development, construction documents, and local jurisdiction coordination. We also coordinated with a construction-manager-at-risk starting in the design development stage.

The project was designed to include high performance and energy efficient building envelope and mechanical systems. The team targeted low maintenance and long life cycle design solutions with efficient space planning incorporating both new construction and remodeling of an existing office space retrofitted into both public health and social services and private office and meeting space for St. Louis County.



REFERENCE: JAMES FOLDESI
foldsij@stlouiscountymn.gov
218.625.3830

RELEVANT EXPERIENCE

GRAND MARAIS PUBLIC WORKS FACILITY

GRAND MARAIS, MN

The City of Grand Marais hired LHB to provide design services for a new public works facility. The project consolidated and replaced existing facilities located on the waterfront, allowing the land to be available for future development.

The 15,000 sq. ft. facility consists of precast wall construction with a standing seam metal roof. It houses equipment storage, shop areas and administrative offices. Clerestory windows allow daylight into the storage area. A 40 kW photovoltaic system was installed on the south facing roof.

The site development included a yard storage area and a cold storage building to accommodate the needs and future growth of the public works department.

LHB provided architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, landscape architecture, and interior design services.



REFERENCE: MICHAEL ROTH
cityhall@boreal.org
218.387.1848

PROJECT TEAM

Brandee Lian will lead the LHB team as Project Architect and Project Management. Brandee is based in Duluth and has delivered government, industrial and commercial projects in Northern Minnesota for over 20 years. Recent industrial buildings include Grand Marais Public Works, St Louis County Public Works, and WSSA Bemidji Bureau of Indian Affairs. Brandee will also lead cost estimation efforts for LHB.

She is joined by Dan Shaw as Civil Lead and Ryan Thorson as Mechanical Lead. Dan leads development site planning and has a deep knowledge of truck circulation, loading dock design, and optimizing layouts of large scale industrial developments. Dan is also responsible for design of stormwater management and can help evaluate value of stand alone or shared stormwater infrastructure for the industrial park. Ryan Thorson leads LHB's mechanical and electrical engineer group. During concept design he will establish space and system needs for the mechanical and electrical systems.

Stacey Demmer is Project Principal and brings years of office, industrial, and light manufacturing development experience. Her role is to support Brandee and Dan with schedules and appropriate staffing and to ensure project success and client satisfaction. Stacey understands the pressures of for-profit development to show a return on investment. She led delivery of the speculative Saints Business Center and is currently working on a speculative development of a 112-acre carbon free mixed-use development in St. Paul.



BRANDEE NESS LIAN, AIA, CDT, CCCA, LEED AP BD-C
PROJECT ARCHITECT

Brandee has over 20 years of experience helping government clients with full architectural design from programming through schematic design, construction documents, and construction administration. A licensed architect, her background includes National Guard, Air Force, Mn/DOT, and various state and local government projects. Brandee has experience with a variety of building types including municipal, operations and maintenance facilities, offices, educational/training facilities, gathering spaces, warehouses, and housing. She is adept at managing projects across all disciplines and communicating effectively with clients.

Registration

Licensed Architect in Minnesota

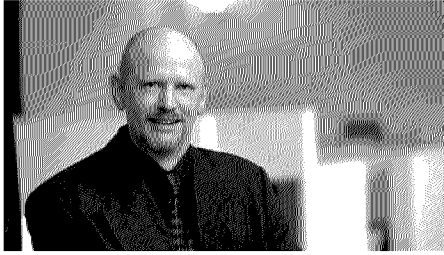
Education

Master of Architecture, University of Illinois,
Urbana-Champaign

Bachelor of Arts, University of Minnesota,
Minneapolis

- Grand Marais Public Works Facility; Grand Marais, MN
- St. Louis County Public Works Facility; Cook, MN
- ALLETE Headquarters; Duluth; MN
- WSSA, Bemidji Bureau of Indian Affairs Building; Bemidji, MN
- The Good Acre; Falcon Heights, MN

PROJECT TEAM



RYAN THORSON, PE, LEED AP, CDT
MECHANICAL ENGINEER

If Ryan has one fault, he is always the nicest person in the room. However, his design experience is certainly one of his strengths. Ryan has been leading the mechanical engineers at LHB for over 10 years. His practical straightforward approach is respected by his team and his creative approach to system design is appreciated our architects. Ryan is one of the individuals who understands the importance of occupant comfort and the need for healthy indoor air. He is a leader in displacement and low velocity air systems but understands they are not the appropriate systems for all buildings or projects. His respectful approach to reviewing options with client teams speaks volumes regarding the number of repeat clients he works with.

- Carlton County, Public Works Facility Conditions Assessment and Space Needs Analysis; Barnum, MN
- MnDNR Regional Headquarters, new HVAC systems - MnGREAT! Award; ASHRAE Mn Chapter Award; Tower, MN

Registration

Licensed Professional Engineer in Minnesota and Wisconsin

Education

Bachelor of Science, Mechanical Engineering, North Dakota State University



DAN SHAW, PE, CCCA, LEED AP
CIVIL ENGINEER

Dan has over 27 years of experience providing civil design service, specializing in hydraulic/hydrologic analysis of storm water quality and quantity control systems. His design skills include site planning, site grading, site drainage and storm water control systems, road design, sanitary sewer conveyance systems and water supply systems. Dan is also experienced in specification writing, construction site review and construction contract administration.

- St. Louis County Joint Public Safety Building, High Performance Design in Conjunction with LEED Criteria; Duluth, MN
- IKONICS New Warehouse and Processing Facility on a Brownfield Site; Duluth, MN
- Duluth Seaway Port Authority (DSPA) US Steel Duluth Works Site Redevelopment; Duluth, MN

Registration

Licensed Professional Engineer in Minnesota, Wisconsin, and Washington

Education

Bachelor of Science, Civil Engineering, University of Washington



STACEE DEMMER, AIA, LEED AP BD-C, WELL AP
PROJECT PRINCIPAL

Stacey is a licensed architect with LHB where she works on community, education, and commercial projects. She is engaged in all phases of projects from initial programming through occupancy. This consistency builds trust and respect with all involved. Her expertise includes resource sensitive design and building the business case for healthy and sustainable buildings. Stacey's successful project approach begins with asking the right questions, listening, and fully understanding client needs and expectations. She is a skilled project manager that will orchestrate goal setting, schedules, scope, city review process and deliverables. Clients appreciate her clear communication, proactive approach, and follow-through on commitments.

- Midway Saints Business Center; St. Paul, MN
- The Good Acre; Falcon Heights, MN
- Quality Bicycle Products; Bloomington, MN

Registration

Licensed Architect in Minnesota

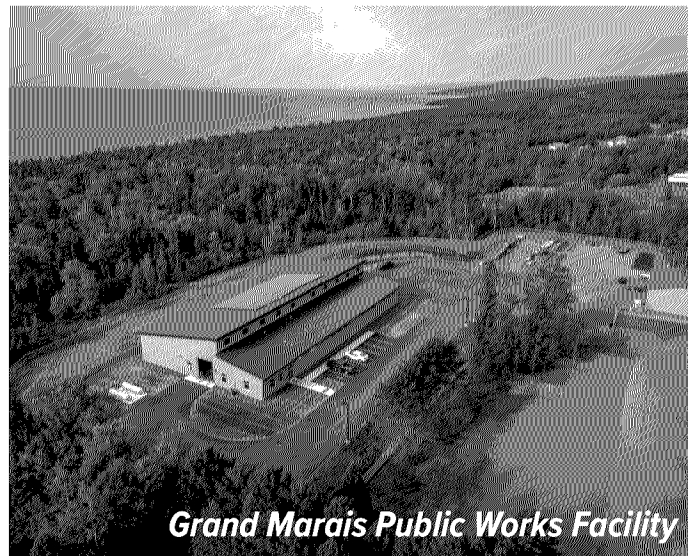
Education

Bachelor of Architecture, Iowa State University

PROJECT SCOPE AND OUTCOMES

The development goals include construction of a speculative industrial building of 30,000 to 35,000 square feet within the Airport South Industrial Park. Projects of this type are typically planned with an approximate ratio of 85% manufacturing or warehouse space to roughly 15% front office support. Flexibility is required to accommodate future tenants of various uses and sizes. This means planning for multiple entries and dock doors in addition to future proofing with planned knock out panels and roof loading for future mechanical equipment. LHB also understands the need for site planning to maximize not only the Phase 1 planned development but also optimize long term build out capacity and functionality for the Airport South Industrial Park.

Previous studies have identified an unmet market demand for industrial space. However, risk in the form of unpredictable leasing, construction costs and carrying costs have tempered private investment interest. GREDA plans to use the conceptual design, cost estimate, and projected operating expenses to prepare a project proforma and financing package with public assistance. The deliverables and resulting proforma will be used to market the property to prospective developers and tenants.



W O R K P L A N

Our approach to your concept design is to foster a team effort with the shared end goal of spurring private investment into the Grand Rapids community. We will build upon the work completed to date by Maxfield Research and Consulting and bring the feedback of LHB's industry partners to the table as well.

As architects and engineers, we will help guide the design process by asking questions, synthesizing your needs into a program, facilitating design workshops, generating design alternatives, navigating city regulations, and creating plans and elevations to help you visualize the project.

Our proposed work plan is outlined below. We welcome feedback and discussion on our approach to meet your specific needs.

1. Concept Design

We strongly believe a proper kick-off meeting is vital to a successful project. We will meet with GREDA's steering committee to finalize a work plan and schedule that achieves the project goals. The design team will concurrently review all prior reports and existing site documentation and determine if additional assessment, field verification, or background creation is necessary to support the process of design and cost estimating.

The goal setting and engagement process springboards the team into planning and design. We start with establishing what a successful outcome means to your organization. Design workshops are always fun because they allow participants to roll up their sleeves and become involved in the design process and promote discussion about the project.

Deliverables for this task include:

- Three web meetings for information gathering, design presentation, feedback and iteration.
- Site and building plan studies, assumes two initial concepts and two iterations.
- Summary of zoning and building code analysis.
- Preliminary design documents for
 - Neighborhood aerial image with project location and key landmarks graphically notated.
 - Colored conceptual site plan showing access, loading, parking, and other site development.
 - Colored and annotated floor plans showing space types and conceptual tenant layouts with approximate square footages.
 - Colored exterior elevations showing building design intent.

Primary outcome of this phase is GREDA steering committee approval and mutual understanding of concept design.

WORK PLAN

2. Project Budgeting and Cost Estimate

LHB will prepare itemized cost estimates using construction cost data from recent projects, cost databases, and shared knowledge of our industry partners. We will advise on construction costs, operational budgets, contingencies, and project soft costs that you will use to create the proforma and financing package.

Deliverables for this task include:

- Itemized construction cost estimate in Excel and pdf format.
- Site and building narrative defining systems and assumptions for cost estimate.
- One web meeting for review and discussion of initial cost and operations estimates.
- Final itemized cost estimate in Excel and pdf format as revised based on feedback.

3. Final Report

All narratives, drawings, estimates and other information will be assembled in a concise report for your use in promoting and advancing the project.

Deliverables for this task include:

- 90% draft for GREDA review and comment.
- Final report in pdf format.



SCHEDULE & PROPOSED FEE

Schedule

We have reviewed the proposed schedule in the RFP and have sufficient capacity to meet it. We propose the following schedule and welcome the opportunity to revise as needed after selection.

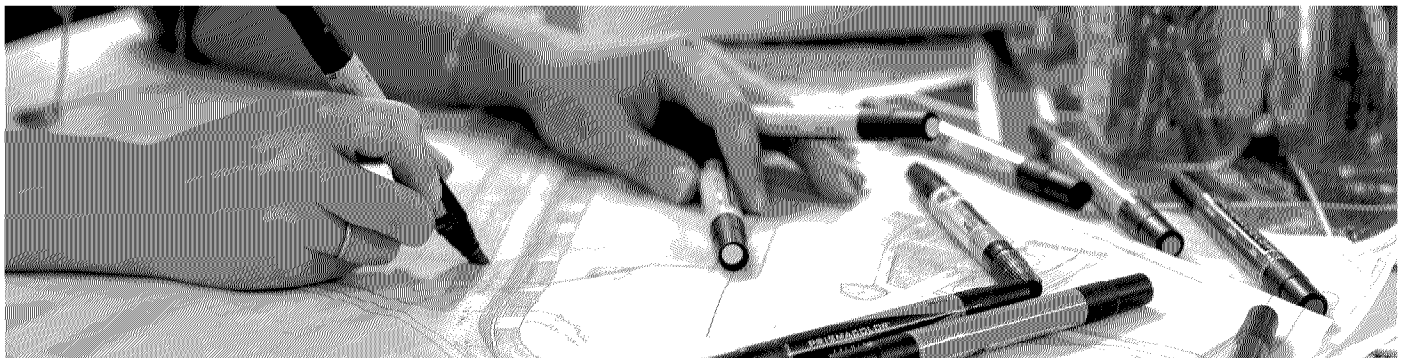
Kick off – Design Meeting #1.....	Week of May 24
Design Meeting #2.....	Week of June 7
Design Meeting #4.....	Week of June 21
Final Concept Drawings Due.....	July 2
Initial Cost and Operational Estimate Review.....	Week of July 12
90% Draft Report Due.....	July 16
GREDA Report Comments Due.....	July 23
Final Cost and Operational Estimate Due.....	July 23
Final Report and Deliverables Due.....	July 30

Proposed Fee for Design Services

Refer to the Project Approach narrative for details and deliverables. We welcome the opportunity to further discuss scope and fee to meet your specific needs. Compensation for the services described above shall be for an hourly estimate not to exceed \$9,800.00, including reimbursable expenses. The Compensation shall be roughly divided as follows:

Concept Design.....	\$6,000
Project Budgeting and Cost Estimate.....	\$2,550
Final Report.....	\$1,000
Reimbursables.....	\$250
Total.....	\$9,800

The proposal assumes remote web meetings. Please advise if in person meetings are desired and we can revise the proposal to accommodate added time and mileage.



CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into as of the 13th day of **May, 2021** by and between the Grand Rapids Economic Development Authority, a public body corporate and politic, hereinafter referred to as (the "Authority"), and LHB, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Authority requires those professional architectural and engineering services in connection with the preliminary design and budgeting for a speculative industrial building, as described within the Authority's Request for Proposals requiring a response by April 30, 2021; and

WHEREAS, the consultant has responded to the aforementioned Request for Proposals and can provide the services needed for this project.

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Authority and the Consultant as follows:

1. **Scope of Services**

It shall be the general intent of the Scope of Services to have the Consultant perform all services, as defined in: their proposal dated April 30, 2021, which is attached as Exhibit "A".

2. **Rate of Compensation**

Compensation to the Consultant in full for work listed in Exhibit "A" shall not exceed a total cost of \$9,800.00 without written approval of the Authority. The Consultant shall be reimbursed on monthly basis at rates listed in Exhibit "A". Direct non-salary reimbursable expenses shall be billed at actual cost and the current per mile rate, established by the IRS.

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

3. **Condition of Payment**

All services provided by the Consultant pursuant to this Contract shall be performed to the satisfaction of the Authority, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Authority to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules or regulations.

4. **Time of Performance**

All work will be performed in a timely manner. The Consultant will complete all work described within Exhibit "A" on or before July 30, 2020.

5. **Ownership of Plans**

The originals of all plans, drawings and other documents prepared by the Consultant under this Contract shall be the property of the Authority. Upon completion of the work described under Exhibits "A", the consultant shall submit to the Director of Community

Development those plans, drawings and other documents in the quantities and forms described within said exhibit and the Request for Proposal.

6. Termination of the Contract

Either party may cancel this Contract (or any part thereof), at any time by giving written notice to the other party at least fifteen (15) calendar days prior to the effective date of the termination. The Consultant shall be paid for the work performed prior to the effective date of termination based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice to the Authority shall be mailed or delivered to Rob Mattei, GREDA Executive Director, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744. Notice to the Consultant shall be delivered to Stacey Demmer, LHB, Inc., 701 Washington Avenue North Suite 200, Minneapolis, MN 55401

7. Independent Contractor

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Authority and Consultant. Consultant is an independent contractor and neither it, its: employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of the Authority. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Contract is performed. From any amounts due Consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. Choice of Law

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

9. Additional Services

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for the Consultant to make substantial revisions to documentation completed or in progress and which has been approved by the Authority, such work will be deemed "extra work". For "extra work", the Consultant will be compensated as mutually agreed upon by the parties to this Contract. Such "extra work" costs will not be charged against the maximum fee set forth above. Time extensions may be granted by the Authority to the Consultant for completion of this project if the Authority feels that the "extra work" warrants the extension. An amendment to this Contract will be executed by both parties, Consultant and Authority, for any work deemed "extra work".

10. Accuracy of Work

The Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from negligent errors and omissions on the part of the Consultant without additional compensation.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the Authority.

11. Subletting, Assignment, or Transfer

No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of the Authority.

12. Indemnity

The Consultant shall save and protect, hold harmless, indemnify and defend the Authority, its commissioners, committees, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in the performance of this Contract.

Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Consultant under this Contract. Consultant shall, without additional compensation, correct or revise any negligent errors or deficiencies in consultant's final reports and services.

13. Insurance

Consultant shall not commence work under this Contract until it has obtained at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of Authority and shall be maintained by Consultant until final completion of the work. Consultant further agrees that to protect itself as well as Authority under the indemnity Contract set forth above, it shall at all times during the term of the Contract have and keep in force:

A. Comprehensive General Liability

- 1. Bodily Injury: \$1,500,000 per occurrence
\$1,000,000 products & completed operations
- 2. Property Damage: \$1,500,000 per occurrence
- 3. Personal Injury
Liability Limit: \$1,500,000 per occurrence
- 4. Contract Liability (identifying the Contract)

Bodily Injury: \$1,500,000 per occurrence
Property Damage: \$1,500,000 per occurrence

B. Comprehensive Automobile Liability (Owned, Non-owned, Hired)

- Bodily Injury: \$1,500,000 per person
\$1,500,000 per occurrence
- Property Damage: \$1,500,000 per occurrence

C. Professional Liability

Professional liability insurance in a policy form acceptable to Authority with a combined single limit of \$1,500,000 per occurrence, \$2,000,000 aggregate. Coverage shall include, but not limited to, the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or the giving of or the failure to give directions or instructions by Consultant to its agents, employees or subcontractors or giving of negligent advice or negligent subcontractors or giving of negligent advice or negligent failure to give advice to Authority under the terms of this Contract.

D. Workers' Compensation

Consultant shall obtain and maintain for the duration of this Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota — Statutory

2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Contract, after which they shall be filed with Authority. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither Authority's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Consultant's responsibility to comply with the insurance specifications.

Authority may withhold payment for failure of Consultant to furnish certificates of insurance as required above.

14. Settlement of Claims

In any case where the Consultant deems that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by the Authority as extra work, the Consultant shall notify the Authority in writing before it begins any such work on which he bases the claim. If such notification is not previously given or the claim is not separately and strictly accounted for, and approved by the Authority in writing before the Consultant commences said work, the Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by Consultant.

The Authority shall decide all claims, questions, and disputes of whatever nature, which are referred to it relative to the prosecution and fulfillment of this Contract; and its decision upon all claims, questions, and disputes shall be final and conclusive upon the parties thereto administratively. Nothing in this Contract shall be construed as making final the decision of the Authority on a question of law.

15. Successors and Assigns

The Authority and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor Consultant shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.

16. Equal Employment and Nondiscrimination and Affirmative Action

In connection with the work under this Contract, Consultant agrees to comply with the applicable provisions of state and federal equal employment opportunity and non-discrimination statutes and regulations.

17. Severability

In the event any provision of this Contract shall be held invalid and unenforceable, the Remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

18. Entire Contract

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the Authority and Consultant relating to the subject matter hereof.

19. Relationship with Others

The Consultant shall cooperate fully with the Authority, other consultants on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the Authority. This shall include attendance at meetings, discussions, and hearings as may be requested by the Authority, furnishing data as may be requested from time to time by the Authority to effect such cooperation and compliance with all directives issued by the Authority.

20. Covenant Against Contingent Fees

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant and fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

21. Laws

The Consultant shall keep himself fully informed of all existing and current regulations of the city, county, state and federal laws, which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Consultant shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify the Authority as provided in Article 12 of this Contract.

22. Professional Responsibility

Consultant is obligated to comply with applicable standards of professional care in the performance of the Services. Authority recognizes that opinions relating to environmental, geologic and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

23. Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Consultant to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, Consultant shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If services are suspended for thirty (30) days or more, Consultant may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Consultant shall be compensated for all reasonable termination expenses.

24. Right of Entry

Authority grants to Consultant, and, if the project site is not owned by Authority, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services.

25. Documents

Provided that Consultant has been paid for the Services, Authority shall have the right to use the documents, maps, photographs, drawings and specifications resulting from Consultant efforts on the project. Reuse of any such materials by Authority on any extension of this project or any project without the written authorization of Consultant shall be at Authority's sole risk. Consultant shall have the right to retain copies of all such materials.

26. No Third Party Rights

This agreement shall not create any rights or benefits to parties other than Authority and Consultant. No third party shall have the right to rely on Consultant opinions rendered in connection with the Services without the written consent of Consultant and the third party's agreement to be bound to the same conditions and limitations as Authority.

27. Consequential Damages

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

28. Authorized Agent of Authority

Authority shall appoint an authorized agent for the purpose of administration of this Contract. Consultant is notified of the authorized agent of Authority is as follows:

Robert Mattei
GREDA Executive Director
420 N. Pokegama Avenue
Grand Rapids, MN 55744

29. Modification of Contract

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the President and the Executive Director of Authority and by Consultant and attached to the original of this Contract.

Authority and Consultant have executed this agreement by the authorized signatures below.

DATE: _____

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

BY: _____
Sholom Blake, President

ATTEST: _____
Rob Mattei, Executive Director

DATE: _____

CONSULTANT:

LHB, INC.

BY: _____

Its _____



REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #7

Meeting Date: 5/13/21

Statement of Issue:

Discuss a concept for booth rental/marketplace in Central School Suites 102 & 103

Background:

Ashley Brubaker, owner of True North Salon and our in-house manager at Central School has been working on an idea for a marketplace in Central School. She has some interest in this concept, which would utilize two rooms (102 & 103) on the main floor, dividing them into a total of six booth areas. The marketplace would be open Thursday – Saturday from 9-5.

She is proposing a fee of \$45/weekend, with a discount to \$40/weekend if they commit for a whole month.

If we were to rent all six booth spaces at \$40/weekend, it would bring in \$960/month, and at \$45/weekend \$1080/month. This compared to a fulltime lease at the standard rate, which would bring in \$1,254.59/month.

Staff consulted with Commissioners Korte and Sholom Blake and we are recommending approval of this concept and rate structure, because this would generate traffic in the building and has the potential of generating future fulltime tenants.

We would be limit it to June-September and would impose a condition that a new fulltime tenant would take precedence.

Recommendation:

Required Action:

Pass a motion approving the concept for booth rental/marketplace in Central School Suites 102 & 103.

Attachments: