

GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

**Thursday, September 12, 2019
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 Conference Room 2A in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, September 12, 2019 immediately following the conclusion of the 4:00pm Closed Meeting.

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. Approval of minutes from the August 22, 2019 regular meeting.
5. Consider approval of claims
6. Discuss the use of covenants and restrictions in the conveyance of single-family residential parcels in the plat of Great River Acres.
7. Consider approval of a short-term lease with Northwoods Candy Company for space in Central School.
8. Continue the discussion of an application to MN IRRR grant program funding costs for MN DEED Shovel Ready Site Certification.
9. Review and consider recommendations for a draft 2020 GREDA Operations Budget and levy request for the Capital Projects Fund.
10. Updates:
 - a.
11. Adjourn

GREDA Members/terms:

Dale Christy – 12/31/2020 (with council term)
Rick Blake– 12/31/2022 (with council term)
Mike Przytarski – 3/1/21
Cory Jackson – 3/1/23
Mike Korte – 3/1/22
John O’Leary – 3/1/25
Sholom Blake – 3/1/19

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, AUGUST 22, 2019
4:00 P.M.
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 on Thursday, August 22, 2019 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: Mike Przytarski, Dale Christy, Sholom Blake, John O’Leary, Rick Blake, Cory Jackson. Absent: Mike Korte.

SETTING OF REGULAR AGENDA: Approved with addition.

- Consider approval of a consent agreement.

APPROVAL OF MINUTES:

DRAFT

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE JULY 25, 2019 REGULAR MEETING. The following voted in favor thereof: Przytarski, R. Blake, Jackson, O’ Leary, Christy, S. Blake. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER O’LEARY TO APPROVE CLAIMS IN THE AMOUNT OF \$48,833.23.

BAB Properties, LLC	\$40,000.00	Itasca County H.R.A	\$5,923.44
Itasca County Recorder	\$46.00	Itasca County Treasurer	\$92.00
Kennedy & Graven	\$80.00	MN DEED	\$1000.00
Minnesota Energy Resources	\$46.00	Northern Air Plumbing	\$767.55
Northern Star Cooperative Service	\$342.34	P.U.C	\$180.90
Silvertip Graphics Signs	\$355.00		

The following voted in favor thereof: R.Blake, O’Leary, Christy, Przytarski, Jackson, S.Blake. Opposed: None, passed unanimously.

Report on Riverfront Interpretive Signage Project-Anna Johnson. Get Fit Itasca.

Get Fit Itasca has received a grant for interpretive signage along the riverfront and would like input from local boards and commissions. Russell Hoffman with ARDC asked the GREDA where and what type of signage would they like to see along the riverfront. The GREDA thought historical signage along the river would fit in well.

Consider adopting a resolution approving a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids EDA and Unique Opportunitites, LLC.

The City has received a development proposal from Unique Opportunities LLC. The letter of intent states the Developer's interest in purchasing a City owned parcel, located at the southwest corner of the intersection of 21st St. SE and 7th Ave. SE, for their intended development of a 48-unit apartment complex with underground parking. Unique's proposal describes a proposed project that will have both market rate and affordable units. The Developer also describes their intent to request tax increment financing (TIF) business assistance to fund an anticipated financial gap.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER PRZYTARSKI TO ADOPT RESOLUTION 19-01 APPROVING A PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS, THE GRAND RAPIDS EDA AND UNIQUE OPPORTUNITIES, LLC. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Christy, O'Leary, Przytarski. Opposed: None, passed unanimously.

Consider authorizing the Executive Director to execute a Payments Agreement and Confession of Judgement.

Diane Lievsay, dba Yarnworks, LLC entered into a lease with GREDA for Suite 202 of Central School for the full calendar year of 2018. In February 2019 Yarnworks had to vacate and had fallen behind in rent by a total amount of \$2,234.44. After application of the security deposit, the total amount owed is \$1,878.24. Through the Payment Agreement and Confession Judgement, the tenant agrees to satisfy this debt by making monthly payments of \$100.00 beginning October 15, 2019 until the debt is satisfied.

MOTION BY COMMISSIONER O'LEARY, SECOND BY COMMISSIONER CHRISTY TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A PAYMENT AGREEMENT AND CONFESSION OF JUDGEMENT WITH DIANE LIEVSAY DBA YARNWORKS, LLC. The following voted in favor thereof: Przytarski, O'Leary, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Consider approval of a revised Commercial Building Improvement Loan (CBIL) request from Northbank Professional Building, Inc.

GREDA had previously approved a \$17,500 CBIL program loan to Northbank Professional Building, Inc. for improvements to the façade, common area carpet to the multi-tenant building located at 102-104 NE 3rd Ave and replacement and awning repairs to multi-tenant building located at 200 NE 3rd Ave. Northbank submitted a new application that request an increase to the CBIL funding from the previously approved amount to the revised amount of \$18,919.00.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER O'LEARY TO APPROVE THE REVISED COMMERCIAL BUILDING IMPROVEMENT LOAN REQUEST FROM NORTHBANK PROFESSIONAL BUILDING, LLC FROM \$17,500.00 TO 18,919.00. The following voted in favor thereof: R. Blake, S. Blake, Christy, O'Leary, Przytarski. Opposed: None, Jackson abstained, motion passed.

Discuss new MN IRRR grant program funding costs for MN DEED Shovel Ready Site certification.

Community Development Director Mattei provided information on the Shovel Ready Site Certification. The GREDA has used this program in the past and it was very beneficial. Mr. Mattei will continue to look into funding for this program.

Consider approval of a consent to transfer agreement with ASV Holdings, Inc.

ASV Holdings, Inc. has entered into an agreement with Yanmar America Corporation resulting in a change of control of the company. This agreement acknowledges that the Loan Agreement will continue in full force and effect in accordance with its terms following the merger.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE CONSENT TO TRANSFER AGREEMENT WITH ASV HOLDINGS, INC. The following voted in favor thereof: Przytarski, O'Leary, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Consider election of officers.

Commissioner Przytarski nominated Commissioner Christy as Secretary/Treasurer.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER O'LEARY TO APPROVE COMMISSIONER CHRISTY AS SECRETARY/TREASURER. The following voted in favor thereof: Przytarski, O'Leary, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Commissioner Przytarski nominated Commissioner R. Blake as Vice President.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER O'LEARY TO APPROVE COMMISSIONER R. BLAKE AS VICE PRESIDENT. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Christy, O'Leary, Przytarski. Opposed: None, passed unanimously.

Commissioner Przytarski nominated Commissioner S. Blake as President.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER O'LEARY TO APPROVE COMMISSIONER S. BLAKE AS PRESIDENT. The following voted in favor thereof: Przytarski, O'Leary, Christy, Jackson, R. Blake. Opposed: None, S. Blake abstained, motion passed.

There being no further business the meeting adjourned at 4:40 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

EDA BILL LIST - SEPTEMBER 12, 2019

DATE: 09/09/2019
 TIME: 13:53:13
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/12/2019

VENDOR #	NAME	AMOUNT DUE

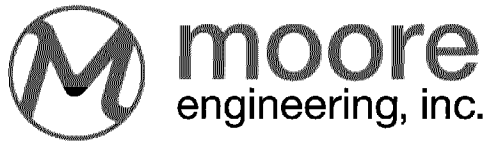
ECONOMIC DEVELOPMENT AUTHORITY		
0718010	CITY OF GRAND RAPIDS	773.00
1105530	KENNEDY & GRAVEN	752.00
TOTAL		1,525.00
EDA - CAPITAL PROJECTS		
GREAT RIVER ACRES DEV		
1105530	KENNEDY & GRAVEN	280.00
TOTAL GREAT RIVER ACRES DEV		280.00
TOTAL UNPAID TO BE APPROVED IN THE SUM OF		\$ 1,805.00
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0920055	ITASCA COUNTY RECORDER	46.00
1309170	MN DEED	1,000.00
1309199	MINNESOTA ENERGY RESOURCES	45.49
1621130	P.U.C.	105.40
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$ 1,196.89
TOTAL ALL DEPARTMENTS		3,001.89



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

REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #6	Meeting Date: 9/12/19
Statement of Issue:	Discuss the use of covenants and restrictions in the conveyance of single-family residential parcels in the plat of Great River Acres
Background:	<p>Covenants, conditions and restrictions (CCRs) are privately created rules between parties regarding the use and improvement of real property. These CCRs are expressly written in deeds and other instruments of conveyance, and run with the land.</p> <p>I have attached a copy of a Declaration of Covenants, Rules and Restrictions for the plat of Crystal Lakes Estates in Grand Rapids. I found that very similar versions of this have been used on other single family residential plats. I have made some notes on parts of this document that should serve as a starting point for our discussion of the possible use of CCRs in the conveyance of single-family residential lots in Great River Acres.</p>
Recommendation:	Review
Required Action:	If some version of this is deemed appropriate, direct staff to bring back a CCR document for approval at a subsequent meeting.
Attachments:	Example CCR with notes.



Subject: GREAT RIVER ACRES SF HOME SITES

Project No: NOTES ON COVENANTS USED IN PLAT OF CRYSTAL LK ESTATES

Sheet No:

Name:

Date: 8/26/19

- A.) STATE STATUTE 462.357, SUBD. 7 SAYS THE GROUP HOME & LICENSED DAYCARE USE MUST BE PERMITTED USES IN SINGLE FAMILY ZONING. FOR THAT REASON, I'D NOT RECOMMEND THIS.
- B.) THIS IS UN-NECESSARY, ZONING PROHIBITS THE COMMERCIAL USES.
- C.) FOREST HILLS COVENANTS SAY MIN. OF ONE STALL ATTACHED. THIS COULD MAKE DEVEL. ON THE SITE MORE AFFORDABLE FOR SOME FAMILIES.
- D.) THIS SEEMS LIKE ONE WE SHOULD INCLUDE.
- E.) ZONING REQUIRED MIN. DIMENSION OF 24', WHICH EXCLUDES MANUF. HOMES, NET MODULAR OR DOUBLEWIDES.
- F.) MATCHING COLOR & MATERIALS TO HOME SEEMS LIKE A REASONABLE REQUIREMENT.
- G.) GRETA REVERSION APPLIES & BUILDING PERMIT TERM, NOT NEEDED.
- H.) SEEMS REASONABLE TO INCLUDE.
- I.) NOT NEEDED, COVERED BY BLIGHT & ANIMAL ORDINANCES.
- J.) WOULD RECOMMEND INCLUDING LIMITS OPPORTUNITY FOR LOT SPLITS THAT WOULD RESULT IN FEWER HOMES BEING DEVELOPED, IE PROP. OWNERS ON EITHER SIDE SPLITTING VACANT LOT FOR LARGER YARDS.
- K.) SEEMS REASONABLE & WOULDNT EXCLUDE AFFORDABLE DESIGNS.

A000600180

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
07/07/2006 10:30:00AM
FILE #

PAGES 7
REC FEES \$46.00

JEAN BENGSTON WINTER
ITASCA COUNTY RECORDER

BY SVR Deb

DECLARATION OF COVENANTS, RULES AND RESTRICTIONS

Declarants, Black Bear Homes, Inc., a Minnesota Corporation, John P. Dubovich and Mary L. Dubovich (husband and wife) and Arlene B. King (single) are the fee owners of certain property in Itasca County, Minnesota, more particularly described as follows:

Lots One (1) through Eight (8), Block 1, Plat of Crystal Lakes Estates, a re-arrangement of Blocks 11, 12, 20, 21, 28, and 29, Kearney's First Addition; (See **Plat attached hereto**).

Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The land shall be used for private residential purposes only. No group homes daycare centers or business or commercial activity shall be permitted within the area of the land described above except home occupations that do not require signs or significant customer traffic. A
2. Lot owners may provide for the construction of residential structures which shall have a main living area of not less than 1,000 square feet, and the minimum living area shall be exclusive of any garage, porch, patio or similar appurtenance. All homes shall have at least a two stall, attached garage. All structures shall have wood framing, with siding of natural earth-tone colors, have eaves on all sides that extend at least 12 inches out from the sidewalls, and be constructed to meet the Minnesota State Building Codes. Modular and or prefabricated homes are not allowed. Each home shall have at least a two stall, attached garage and be constructed to match the principal residence in regards to siding, roofing material and color. C
D
E

LF

All exterior lighting shall be installed in such a manner as to not pose a nuisance to neighboring landowners. Construction of a building frame and outer shell must be completed within two (2) years from the start of construction. ← G

3. Outbuildings on each lot shall be of a permanent nature and constructed with materials and appearance consistent with the main residence. ← H
4. Garbage, trash, solid waste and junk shall be removed at reasonable intervals. ← I
5. There shall be no further subdivision of the lots and or parcels described above. ← J
6. No noxious, offensive, dangerous or unsafe activity may be carried on in any Owner, occupant and or guest. No Owner or Occupant may make or permit any disturbing noises nor do or permit anything that will interfere with the rights, comfort or convenience of other residents, or will in any unreasonable way be offensive to such residents. The volume of television sets, radios, phonographs, musical instruments, and the like must, at all times, be kept at a sound level which will not unreasonably annoy the residents of neighboring lots. No structure or feature of lot development shall be conducive to the harboring of rodents, insects, wild animals or other pests. No lot shall be used for the storage of materials not customary to or necessary and convenient for residential living. No drying of clothes, linens or other fabrics shall be done outside of any lot. ← I
7. No animals, birds, or reptiles of any kind may be raised or bred or kept on the lot, except for household pets. Owner or occupant may keep no more than two dogs or two cats or one dog and one cat and one other small household pet. Pets may not be kept in conflict with applicable ordinances of Itasca County. Animals are to be kept inside of residences or in a restrained manner outside at all times. No outdoor kennels and or boarding of pets shall be allowed. Each, Owner, Occupant or guest must clean-up after his or her pet(s). All residents and guests with animals shall carry appropriate pickup equipment when walking their animal outside, and remove any defecation made by their animal to their garbage. Pets shall not cause or create a nuisance or unreasonable disturbance or noise. In no event, shall any animal be kept, bred, or maintained for any commercial purpose. ← I
8. Each building lot owner on the above described premises shall have the right to proceed against any person violating or attempting to violate any provision contained herein, to prevent and abate such violation and to compel compliance with the terms of this instrument.
9. Variance from the provisions hereof may be granted by a vote of the owners of 85% of said lots (each lot being entitled to one vote.) A statement of said variance shall be duly acknowledged and filed in the office of the County Recorder for Itasca County, Minnesota, and shall be conclusive and binding upon all owners that the variance is in compliance with the provisions hereof and the deviation shall be waived to the extent thereof.

10.) DRIVEWAY PAVED W/ BITUMINOUS OR CONCRETE.

10. The grantees of deeds conveying land in the above described premises, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators and assigns, that the land and buildings thereon, or to be erected, shall be used and occupied in compliance with the provisions of this instrument.
11. Enforcement of these provisions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to recover damages. The invalidation of any one or more of the covenants, restrictions, conditions or provisions herein contained, or any part or parts thereof, shall in no way affect any of the other provisions hereof and they shall remain in full force and effect.
12. These restrictions shall be in addition to those imposed by the applicable Zoning Ordinances.

In witness whereof the said Declarant has caused these presents to be signed this 22nd day of June, 2006.

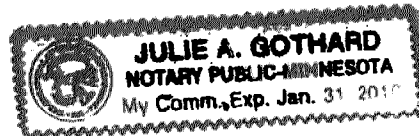
BLACK BEAR HOMES, INC.

By [Signature]
 Steve Gilbertson
 Its: President

STATE OF MINNESOTA)
) ss.
 COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 22nd day of June, 2006, by Steve Gilbertson, President of Black Bear Homes, Inc.

[Signature]
 SIGNATURE OF NOTARY PUBLIC

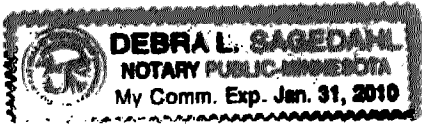


John P. Dubovich
John P. Dubovich

Mary L. Dubovich
Mary L. Dubovich

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 16th day of June, 2006 by John P. Dubovich and Mary L. Dubovich, husband and wife.

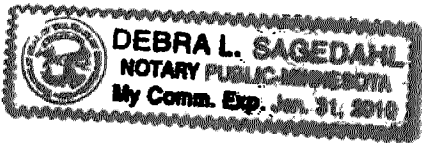


Debra L. Sagedahl
SIGNATURE OF NOTARY PUBLIC

Arlene B. King
Arlene B. King

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Arlene B. King.



Debra L. Sagedahl
SIGNATURE OF NOTARY PUBLIC

WOODLAND BANK:

By

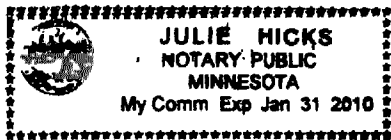
Its:

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this 23 day of June, 2006, by John Damjanovich, the Sr. Vice President of Woodland Bank.



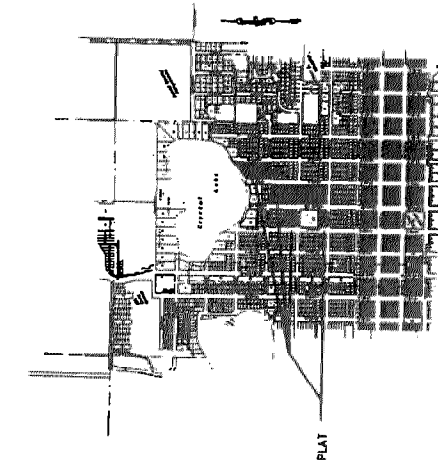
Julie Hicks
SIGNATURE OF NOTARY PUBLIC

Drafted by:
Anderson, Ophoven & Stauffer Law Office
520 NE First Avenue, Suite 1
Grand Rapids, MN 55744
218-326-6631

↑

COPY

CRYSTAL LAKE ESTATES
a re-arrangement of Blocks 11,12,20,21,28 and 29, Kearney's First Addition



LOCATION MAP

SCALE: 1 INCH = 1000 FEET

The hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. the City Council of the City of Crystal Lake, Wisconsin, a non-incorporated city, duly organized, existing and acting under the laws of the State of Wisconsin, do hereby certify that the same is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: *Edward J. Hoyer, Mayor* Edward J. Hoyer, Mayor, City of Crystal Lake, Wisconsin

I do hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. I do hereby certify that the same is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

I hereby certify that the within instrument was filed in the office for record as Document No. _____ this _____ day of _____, 2005, A.D., at _____ o'clock _____ P.M. in _____ County, Wisconsin. By: _____ Notary Public, Wisconsin

LAST RESOLUTION
OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF WISCONSIN
WHEREAS, the Board of Supervisors of the County of _____, Wisconsin, do hereby certify that the within instrument is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

WHEREAS, the Board of Supervisors of the County of _____, Wisconsin, do hereby certify that the within instrument is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

WHEREAS, the Board of Supervisors of the County of _____, Wisconsin, do hereby certify that the within instrument is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

WHEREAS, the Board of Supervisors of the County of _____, Wisconsin, do hereby certify that the within instrument is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

STATE OF WISCONSIN
COUNTY OF _____
I, _____, Notary Public, Wisconsin, do hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

I, _____, Notary Public, Wisconsin, do hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

I, _____, Notary Public, Wisconsin, do hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

I, _____, Notary Public, Wisconsin, do hereby certify that this plat is substantially true to the above described property as of this _____ day of _____, 2005, A.D. By: _____ Notary Public, Wisconsin

Prepared By: **SEH**



REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #7	Meeting Date: 9/12/19
Statement of Issue:	Consider approval of a short-term lease with Northwoods Candy Company LLC for space in Central School.
Background:	<p>Northwoods Candy Company has operated for the past few years out of space in the Chamber Depot Building. They have moved out of the Depot as of the end of August.</p> <p>Northwoods would like to create a pop-up shop in Suite 101 of Central School beginning September 1 of this year, opening on October 1st and operating until the end of this year. Northwoods has indicated a desire to stay on in this space on a permanent basis if it works out for them.</p> <p>As we have done for the past couple of years, we have used discounted short-term leases toward the end of the fiscal year to generate additional revenue in unoccupied spaces and generate more traffic in the building, particularly during the holiday season.</p> <p>As is the case with this proposed lease, the short-term lease rate is at 50% of the normal lease rate. For Suite 101, the discounted rate is \$6.16/sf annually paid in equal monthly installments of \$445.06 for the 867 sf space. The proposed lease runs from September 1, 2019 to December 31, 2019.</p>
Recommendation:	Approve the attached short-term lease.
Required Action:	Adopt a motion approving a short-term lease with Northwoods Candy Company LLC for space in Central School.
Attachments:	Lease

LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota, through its agent the Grand Rapids Economic Development Authority, hereinafter referred to as "Lessor" and **Northwoods Candy Company, a Limited Liability Corporation** hereinafter referred to as "Lessee", entered into this _____ day of **September, 2019**.

ARTICLE 1 - LEASED PREMISES

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately **867 square feet** together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

This Lease Agreement will also include one parking pass for the Lessee's use in the Central School lot at no additional cost to the Lessee. The Lessee will be provided one parking pass that must be displayed conspicuously by the Lessee. The Lessee will be able to park in any location within the parking lot of Central School. There will not be a designated parking spot. If the lot is full, the Lessee will utilize off street parking. This pass only applies to the Central School lot. If the pass is lost, stolen or needs to be replaced for any reason, there will be a \$25 plus tax replacement fee.

ARTICLE 2 - TERM

2.1 The Term of this Lease Agreement shall commence on **September 1, 2019** and shall continue through **December 31, 2019** unless earlier terminated in accordance with the provisions of this Lease Agreement.

ARTICLE 3 - RENT

3.1 Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Central School Building" as used in this Article 3 shall exclude all costs related to the exterior grounds except signs promoting tenants but shall otherwise include all those direct costs of operation and maintenance to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection, elevator service) except telephone and other communications equipment; (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts; (3) the annual costs for a custodian and/or manager; and (4) promotion costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Central School Building" as used in the Article 3 shall exclude common areas, exterior grounds and space not rented.

3.2 Calendar year **2019** base rent shall be in the amount of **\$6.16** per square foot annually, payable in equal monthly installments beginning of the **1st of September, 2019**, and continuing on the first day of each month thereafter through **December 31, 2019**.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to one month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for

the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

3.5 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.

3.6 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

ARTICLE 4 - IMPROVEMENTS

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 Lessee agrees to make at its own expense all alterations and improvements to the leased premises except as otherwise indicated to be the obligation of Lessor under this Lease Agreement. All such improvements and alterations made by Lessee shall be undertaken only upon advance approval of Lessor, shall be made under the supervision, direction and control of Lessor's architect, shall be made in good and workmanlike manner according to the terms, conditions and requirements set by Lessor and its architect, and shall be in keeping with the historical character of the building. All alterations and improvements performed on the leased premises by Lessee shall be performed by competent contractors and subcontractors approved by Lessor, which approval shall not unreasonably be withheld. Lessee shall pay for all architectural, engineering and other services and all costs incurred by Lessor in connection with Lessee's improvement or alteration of the leased premises, including the work, if any, of Lessor's engineer, architect and other agents connected therewith. Prior to undertaking any alterations or improvements to the leased premises, Lessee shall obtain and deliver to Lessor a valid waiver and release of mechanic's liens by each party who will furnish labor, materials or services to the lease premises.

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

ARTICLE 5 - MAINTENANCE, REPAIRS

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Central School as designated by Lessor.

5.2 Lessee shall be responsible to perform all repairs the need for which is caused by Lessee's use of the premises except that Lessor shall be responsible to perform major repairs of a structural nature. Lessor shall be responsible to arrange for removal of waste and rubbish from the location designated as the deposit location for lessees. All costs incurred by Lessor pursuant to the obligations of this Paragraph shall be included within "operating costs".

5.3 Lessor shall provide custodian services for the common areas of Central School. Costs incurred by Lessor in providing such custodian services shall be included within "operating costs".

ARTICLE 6 - UTILITIES

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

It is understood and agreed that Lessee shall be responsible to pay to Lessor, as additional rent, the cost of separately-metered-electricity supplied to the leased premises. Lessee shall also be responsible for the construction of insulation of a separate electrical meter when required.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Central School as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and regulations of any governmental authority concerning the use and

maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

7.2 Lessee shall use the leased premises and the common areas of the Central School in accordance with such reasonable rules and regulations as may from time to time be promulgated by Lessor for the general safety, comfort and convenience of Lessor and Lessees of the Central School and their invitees and Lessee shall cause its clients, employees and invitees to abide by such rules and regulations. The Lessor will allow the Lessee to utilize up to 12 square feet of floor space in the common areas adjacent to the Lessee's business for display purposes only. Storage of equipment, recycling, or anything deemed not to be display items, is prohibited. The items placed in this space must not be affixed permanently to the floor or wall in any way. The usage of a table, shelf, or rack is acceptable. The Lessee will adhere to all fire and building access codes.

If the Lessee wishes to use more than 12 square feet of floor space, a written letter to the Lessor with the Lessee's intent is required. The Lessee cannot proceed with their plans until the Lessor has granted the request in writing.

The Lessee is required to supply the Lessor with documentation from the Lessee's insurance company that the Lessee's property is covered while in the common areas of Central School.

7.3 Lessee shall keep the leased premises open to the public during such days and hours of operation of the Central School as may from time to time be determined by Lessor.

7.4 Lessee shall be responsible for securing the leased premises by locking doors and windows providing direct access to the leased premises. Lessor covenants that other Lessees within the Central School will have similar responsibilities to those required of Lessee under this Paragraph.

7.5 Lessee shall pay to Lessor on demand for any damage done to the Central School or the leased premises, including broke glass, caused by Lessee, Lessee's agents or employees, or Lessee's invitees.

7.6 Lessee shall not conduct or permit to be conducted on the leased premises any business or permit any act which is contrary to or in violation of the laws, ordinances or regulations of any governmental unit, federal, state or local.

ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS

8.1 Lessee's use of the common areas and external grounds of Central School shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

8.2 Lessee shall place nothing in the common areas of the Central School, including displays, advertising, merchandise, or other items of any sort whatsoever, without the advance written approval of the Grand Rapids Economic Development Authority.

8.3 Lessee shall place no signs which will be visible outside the leased premises, including no signs which may be visible through a window and no signs which may be visible within the common areas of the Central School or from the external grounds of the Central School or beyond, without the advance written approval of Lessor. Lessor shall provide signs, of a number, style and quality as deemed appropriate in Lessor's exclusive judgment, to be placed on the external grounds of the Central School, which signs will identify the lessees within Central School. Cost incurred by Lessor in providing said signs shall be included within "operating costs". Signs within the interior common areas of Central School shall be approved in advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

ARTICLE 9 - INSURANCE

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Central School, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at

its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City of Grand Rapids and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs". 9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

ARTICLE 10 - LESSOR ACCESS

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution or rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until such premises have been duly repaired and restored the rent herein reserved, or a just and proportionate part thereof according to the nature and extent of the injury which has been sustained shall be abated, or (b) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted on a pro-rata basis for the remainder of the lease term.

ARTICLE 12 - QUIET POSSESSION

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

ARTICLE 13 - NOTICE

13.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:

Jeffrey Gauwitz
Northwoods Candy Company
19997 N. Gama Beach Rd.
Grand Rapids, MN 55744

To: Lessor

GREDA Executive Director
City Hall
420 N. Pokegama Avenue
Grand Rapids, MN 55744

ARTICLE 14 - ASSIGNMENT, SUBLETTING

14.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

ARTICLE 15 - NO PARTNERSHIP

15.1 Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

ARTICLE 16 - DEFAULT BY LESSEE

16.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to

be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such reentry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expand in putting the premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified.

In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

ARTICLE 17 - DEFAULT BY LESSOR, LESSEE

17.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

17.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT

18.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The Grand Rapids Economic Development Authority shall consider the recommendation of all interested parties in determining whether to approve any amendment or modification of this Lease Agreement.

18.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.

ARTICLE 19 - WINDOW TREATMENT

19.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Central School and will create no safety or fire hazard.

ARTICLE 20 - PARKING

20.1 Lessor has established public parking facilities on the grounds of Central School. Lessee warrants that it will enforce regulations providing that its employees will not park their private vehicles in said public parking area during time when said employees are working at the leased premises (except on a short-term basis for emergencies or for deliveries).

DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

LESSOR:

GREDA President

GREDA Executive Director

Date: _____

LESSEE:

Jeffrey Gaowitz
St. Sandra Coau

BY: Jeffrey G. GAUWITZ

Its _____

BY: Sandra Gaowitz

Its _____

Date: 8-28-19

Exhibit A – Location in the Building

Northwoods Candy Company is located on the First Floor in the Southeast corner (Suite 101) consisting of 867 square feet.

Exhibit B – Use of Space

Northwoods Candy Company is a retail candy business.

Exhibit C – Improvements

None



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

REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #8	Meeting Date: 9/12/19
Statement of Issue:	Continue the discussion of an application to MN IRRR grant program funding costs for MN DEED Shovel Ready Site Certification
Background:	<p>At our previous meeting, we discussed a new grant program now offered by MN IRRR that would pay 50% of the cost of site due diligence activities and application fees required under the MN DEED Shovel Ready Certification program, with a maximum grant of \$25,000.</p> <p>As you will recall, GREDA was the first in northern Minnesota to achieve a Shovel Ready Certification for the Co. Rd. 63 property. This site was subsequently sold by GREDA to the DC Manufacturing project and the Hammerlund Construction project. While it cannot be said that the additional exposure offered by the certification lead to these sales, the up-front completion of the required due diligence did expedite and ease the negotiation of these deals.</p> <p>While GREDA has debated the cost/benefit of the Shovel Ready Certification, with regard to the other property being offered by GREDA, the MN IRRR grant may change this equation.</p> <p>I have updated quotes for geotechnical evaluations, environmental studies and ALTA Surveys of GREDA sites, reflected in the attached spreadsheet.</p>
Recommendation:	Review the attached spreadsheet and DEED materials
Required Action:	Consider an action to move forward with a grant application to MN IRRR.
Attachments:	Spreadsheet DEED Information

Minnesota Shovel Ready Site Certification
 Grand Rapids EDA
 Project Budget 9/2019



Site:	Co. Rd. 63/IEIP	Airport S. Ind. Park	Ind. Park East	Blocks 20/21	Block 5	Category Totals
Application Fee	\$2,950	\$2,101	\$2,101	\$2,101	\$2,101	\$8,404
Title Search/Commitment/Policy	(Complete)	\$1,000	\$1,000	(Complete)	(Complete)	\$2,000
ALTA Survey	(Complete)	\$6,000	\$5,500	(Complete)	\$6,000	\$17,500
Phase I Envir.	(Complete)	\$2,300	\$2,300	(Complete)	(Complete)	\$4,600
Phase II Envir.	(Not Needed)	Need TBD	Need TBD	(Not Needed)	(Complete)	\$0
Geotechnical Analysis	(Done by Others)	\$7,660	\$6,430	(Complete)	\$4,810	\$18,900
Total Budget/Site:	\$2,950	\$19,061	\$17,331	\$2,101	\$12,911	\$51,404
Potential IRRR funding:		\$9,530.50	\$8,665.50	\$1,050.50	\$6,455.50	\$25,702.00
Net GREDA Cost w/IRRR funding:		\$9,530.50	\$8,665.50	\$1,050.50	\$6,455.50	\$25,702.00



DEPARTMENT OF IRON RANGE RESOURCES & REHABILITATION

Shovel Ready Worksheet & Checklist

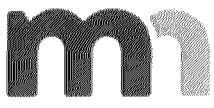
Name and contact information for project coordinator: /

Describe how your site is regionally significant & will assist with agency business recruitment and expansion strategies?

Please attach an aerial photo showing the property boundaries of the area proposed to be certified.

Please complete the following table with cost estimates and attach supporting cost estimates (quotes).

Required Document	Estimated Cost (Attach Quote if Available)
Application Spreadsheet	No Cost
ALTA Survey – NSPS 2016 including Table A options 1-6 & 11	
Proof of Ownership or control – deed, option or purchase agreement	
Title Commitment – 2016 ALTA Commitment Form	
Site Information Matrix	
Aerial Photos – sites must have border shown on photo	No Cost
At grade site photos	No Cost
Site Map	No Cost
Street Map indicated roads and site access	No Cost
Topographical Map	No Cost
Action required and schedule of local site plan approval process	No Cost
Action required and schedule of local building permit approval process	No Cost
Current Community Profile/LOIS or EMSI	Request from DEED
Quality of Life Information (not required)	No Cost
Zoning Ordinances	No Cost
Zoning Maps	No Cost
Phase I Environmental Site Assessment – ASTM Standard E 1527-13	
If recommended from Phase I, Phase II Environmental Site Assessment – ASTM Standard E1527-13	
Historical Review of Site (shortened version for the application from the Phase I)	
Desktop review of Archeological/Cultural resources (SHPO)	
Desktop review of Threatened and Endangered Species (DNR and FWS)	
Desktop review of wetlands via National Wetland Inventory (USFWS)	
Geotechnical Soil Tests – ASTM Standard D 420	
Chemical profile of municipal water supply – Consumer Confidence Report	No Cost
MPCA MS4 (Small Municipal Separate Storm Sewer Systems) Requirements	No Cost
SWPPP (Storm Water Pollution Prevention Plan – Requirements)	No Cost
Maps/drawings showing utilities	No Cost
Site Marketing Materials (Not required)	
DEED Shovel Ready Application Fee	\$2,101
Total Cost	\$



Benefits of Shovel-Ready Sites

Shovel-ready sites are a benefit to companies and site selectors because they take much of the time, expense, unpredictability and risk out of development.

Because the sites are more likely to catch the eye of corporate site selectors or site selection consultants, they're also a distinct competitive advantage for site owners and communities.

Benefits for Companies

Certified shovel-ready sites are extremely attractive to companies looking to expand, relocate or start up. The reasons are simple:

Global economic forces are pushing companies to make market decisions faster than ever before. They no longer have the luxury of spending six to 12 months on a site search. Shovel-ready sites can be purchased quickly.

Companies need sites that are ready for development and can match the construction completion date with customer product delivery demands.

Shovel-ready sites simplify the development process and greatly reduce risk by eliminating most of the unknowns from the site selection decision and increasing the predictability of getting the land developed, the building constructed and the business up and running.

Finally, shovel-ready sites lower development costs, a very important factor at a time when all companies are more cost-conscious.

Benefits for Minnesota Communities and Site Owners

Certification offers several benefits for communities and site owners, but let's start with the most important: increased visibility in a very crowded marketplace.

Minnesota's Certified Shovel-Ready sites will be heavily marketed at national conferences and trade shows as well as on the property search tool we provide for site selectors. The result is improved visibility for both the community and the site.

Certified shovel-ready status is fast becoming a standard for sites being marketed throughout Minnesota. Having certified sites demonstrates that communities are progressive, business-oriented, and prepared for new development.

For communities serious about taking their efforts to attract new commercial and industrial growth to a whole new level, our Shovel-Ready Certified sites are the natural next step.

What is a Shovel-Ready Site?

Shovel-ready sites are in growing demand among companies and site selection consultants, and they are an increasingly popular tool for communities to attract new business and industry. While definitions vary from state to state, the term 'Shovel-Ready' generally refers to commercial and industrial sites that:

- Have had all of the planning, zoning, surveys, title work, environmental studies, soils analysis and public infrastructure engineering completed prior to putting the site up for sale.
- Are under the legal control of a community or other third party.

Our Shovel-Ready Certified Site program takes into consideration the factors that are most important to site selectors and includes the criteria listed below.

Ownership Status

It is important for prospective buyers to know that sites can be purchased without undue complications. Ownership status documentation must include:

- A description of the current owner
- Documentation of title to the property

General Site Information

Site selectors need a wide variety of information to determine whether a location is suitable. General site information must include:

- A description of all parcels that make up the site.
- A site map and schedule for site plan approvals and permits.
- A zoning description of the site plus current and future planned zoning of adjacent sites. Land use maps must be provided.
- Information about whether the site or adjacent sites fall within the boundaries of special Economic Development Zones.
- Aerial photos noting site boundaries.
- The current price offering for land.
- Current real estate taxes and special assessments on all parcels that make up the site.
- Identification of current and former land use of the site and adjacent sites.

Specific Tests and Assessments

Site selectors need to know whether the ground on a particular site is suitable for specific structures or uses. Certain tests and site assessments must be completed and documented, including:

- Geotechnical soil tests.
- Phase I Environmental Assessment and Phase II (if required).

Utility Services



REQUEST FOR GRAND RAPIDS EDA ACTION

Agenda Item #9	Meeting Date: 9/12/19
Statement of Issue:	Review and consider recommendations for draft 2020 GREDA Operations Budget and levy for Capital Projects Fund
Background:	<p>The Finance Department is requesting GREDA's recommended Operating Budget for 2020. I have attached a marked up operating budget worksheet for your review. The worksheet shows the actual line item expenditures in 2015-2018, as well as the 2019 adopted budget and a 2020 proposed budget, under which I have entered my suggestions.</p> <p>As provided for under §469.107, the GREDA has over the last several years has requested the City levy for additional monies to begin to replenish the GREDA Capital Projects Fund. For the 2019 budget, GREDA received a levy of \$60,000. A similar request is staff's recommendation. As you can see, it will be necessary to use approximately \$15,000 of the payable 2020 levy to carry a sufficient balance within the Operating Budget into 2021.</p> <p>In the future 2021 budget cycle we should consider an early request for an increase to the levy, to \$75,000.</p>
Recommendation:	Review the proposed 2020 Operating Budget, consider any amendments and pass on a recommended budget to the City Council.
Required Action:	Pass a motion adopting a recommended 2020 Operating Budget and levy request of \$60,000.
Attachments:	Budget Worksheet

CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY
Actual 2015-2018 Expenditures, 2019 Budget And Proposed 2020 Budget

	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 ACTUAL	2019 BUDGET	PROPOSED 2020 BUDGET
Fund Balance 1/1/XX:	69,164	54,695	42,310	28,558	30,968	15,568
REVENUES:						
Taxes						
Current	-	-		15,000	-	-
Fiscal Disparities	-	-		-	-	-
Total Taxes	-	-	-	15,000	-	-
Intergovernmental						
Supplemental Aid	-	-		-	-	-
Total Intergovernmental	-	-	-	-	-	-
Miscellaneous Revenue						
Miscellaneous Revenue	-	-	1,995	779		
Interest - Investments	491	394	310	345	400	400
Total Miscellaneous	491	394	2,305	1,124	400	400
Other Sources						
Fund Balance Usage	-	-	-	-	15,400	15,050
TOTAL REVENUES	491	394	2,305	16,124	15,800	15,450
EXPENDITURES:						
Supplies/Materials	11	29	7	31	50	50
Professional Services	85	272	138	153	350	350
Accounting/Auditing Services	1,937	2,250	3,013	2,360	3,100	3,000
Legal	2,574	-	2,432	779	1,500	1,500
Consulting	10,000	10,000	10,000	10,000	10,000	10,000
Seminars/Meetings	60	-	-	-	250	-
General Insurance	19	15	22	17	50	50
Other Charges & Services	275	213	446	374	500	500
TOTAL EXPENDITURES	14,960	12,779	16,057	13,714	15,800	15,450
REVENUES > EXPENDITURES	(14,470)	(12,385)	(13,753)	2,410	-	-
FUND BALANCE 12/31/XX	\$ 54,695	\$ 42,310	\$ 28,558	\$ 30,968	\$ 15,568	\$ 518