

## GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY

Thursday, August 22, 2019

4:00pm

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, August 22, 2019 at 4:00pm.

### 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 July 25, 2019 regular meeting.
5. Consider approval of claims
6. Consider adopting a resolution approving a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids EDA and Unique Opportunities, LLC.
7. Consider authorizing the Executive Director to execute a Payment Agreement and Confession of Judgement.
8. Consider approval of a revised Commercial Building Improvement Loan (CBIL) request from Northbank Professional Building, Inc.
9. Report on the Riverfront Interpretive Signage Project – Anna Johnson, Get Fit Itasca
10. Discuss new MN IRRR grant program funding costs for MN DEED Shovel Ready Site certification.
11. Consider election of officers
12. Updates:
13. 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

DATE: 08/19/2019  
 TIME: 13:00:29  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/22/2019

VENDOR #	NAME	AMOUNT DUE
-----		
EDA - CAPITAL PROJECTS		
COM BLDG IMP LOAN		
0920060	ITASCA COUNTY TREASURER	92.00
TOTAL COM BLDG IMP LOAN		92.00
GREAT RIVER ACRES DEV		
1105530	KENNEDY & GRAVEN	80.00
1909450	SILVERTIP GRAPHICS SIGNS	355.00
TOTAL GREAT RIVER ACRES DEV		435.00
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 527.00
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0920051	ITASCA COUNTY H.R.A.	5,923.44
0920055	ITASCA COUNTY RECORDER	46.00
1309170	MN DEED	1,000.00
1309199	MINNESOTA ENERGY RESOURCES	46.00
1415372	NORTHERN AIR PLUMBING	767.55
1415511	NORTHERN STAR COOPERATIVE SERV	342.34
1621130	P.U.C.	180.90
T001249	BAB PROPERTIES LLC	40,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$48,306.23
TOTAL ALL DEPARTMENTS		48,833.23

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR MEETING  
THURSDAY, JULY 29, 2019  
IMMEDIATELY FOLLOWING THE 4:00 P.M. CLOSED MEETING  
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, July 25, 2019 at 4:48 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, Mike Korte, John O’Leary, Rick Blake, Cory Jackson. Absent: None.

**MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPOINT COMMISSIONER CHRISTY AS VICE CHAIR FOR THE JULY 29, 2019 REGULAR MEETING. The following voted in favor thereof: Christy, R. Blake, Przytarski, Jackson, Korte, O’Leary, S. Blake.**

Commissioner S. Blake left the meeting at 4:49 p.m.

**SETTING OF REGULAR AGENDA:** ~~Approved without addition.~~

**APPROVAL OF MINUTES:**

**DRAFT**

**MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE THE MINUTES OF THE JUNE 27, 2019 REGULAR MEETING. The following voted in favor thereof: Przytarski, R. Blake, Korte, Jackson, O’ Leary, Christy. Opposed: None, passed unanimously.**

**APPROVAL OF CLAIMS:**

**MOTION BY COMMISSIONER KORTE, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$71,825.35.**

City of Grand Rapids	\$1,810.00	Itasca County H.R.A	\$68,761.23
MN DEED	\$1,000.00	Minnesota Energy Resources	\$48.01
P.U.C	\$128.11	Visa	\$78.00

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

Approve claims to Northern Air in the amount of \$767.55 and authorize payment.

**MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER KORTE TO APPROVE CLAIMS IN THE AMOUNT OF \$767.55 TO NORTHERN AIR AND AUTHORIZE PAYMENT. The following voted in favor thereof: O’Leary, Jackson, Przytarski, R. Blake, Korte, Christy.**

Consider approval of Memorandum of Understanding with the City of Grand Rapids regarding the conveyance of parcels in the plat of Great River Acres.

The City Council approved a MOU for the conveyance of Lots 2-8, Block 2, Lots 1-8 Block 3 and Lot 1 Block 1 all in the plat of Great River Acres for \$1.00. The GREDA will market and sell the parcels to one or more private developers for the construction of either single-family owner-occupied homes or multifamily rental housing facilities.

**MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER O'LEARY TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF GRAND RAPIDS REGARDING THE CONVEYANCE OF PARCELS IN THE PLAT OF GREAT RIVER ACRES. The following voted in favor thereof: O'Leary, Christy, Jackson, R. Blake, Korte, Przytarski. Opposed: None, passed unanimously.**

Consider approval of a commercial real estate listing agreement.

Mr. Mattei received two commercial listing agreements for the Block 5 and Blocks 20 & 21 sites. After review staff is recommending entering into an agreement with the Wellson Group because it gives the GREDA the right to secure a seller for the properties and not have to pay the Wellson Group a commission.

**MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER KORTE TO APPROVE A COMMERCIAL REAL ESTATE LISTING WITH WELLSON GROUP. The following voted in favor thereof: O'Leary, Korte, Jackson, Christy, R. Blake, Przytarski. Opposed: None, passed unanimously.**

Consider authorizing an application to Blandin Foundation for replacement of the Program Related Investment establishing the Downtown Redevelopment Fund.

The Grand Rapids Economic Development Authority (GREDA) would like to replace their existing Downtown Redevelopment Fund Program Related Investment of \$1,000,000, set to expire in 2019, with a new PRI of similar value and purpose. The replacement would allow for a wider range of interest rates depending on the project type and whether the loan recipient is GREDA or a business being provided a loan through GREDA. Concurrent with this request, GREDA seeks authorization of a draw of up to \$390,000, from this PRI, for the purpose of acquiring a key downtown redevelopment site.

**MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO AUTHORIZE APPLICATION TO BLANDIN FOUNDATION FOR REPLACEMENT OF THE PROGRAM RELATED INVESTMENT. The following voted in favor thereof: O'Leary, Przytarski, R. Blake, Christy, Jackson, Korte. Opposed: None, passed unanimously.**

Consider approval of an acquisition services agreement.

These services would be for the acquisition of property located at 400 Itasca Street, Grand Rapids, Minnesota.

**MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER O'LEARY TO APPROVE AN ACQUISITION AGREEMENT WITH THE WELLSON GROUP. The following voted in favor thereof: R. Blake, Jackson, Korte, Christy, O'Leary, Przytarski. Opposed: None, passed unanimously.**

Updates:

ASV- With the recent acquisition Mr. Mattei and City Administrator Pagel met with the CEO to discuss the future of the company. They are very optimistic about the new ownership and discussed assigning the MIF Loan rather than making them pay it in full.

There being no further business the meeting adjourned at 5:11 p.m.

Respectfully submitted:

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Aurimy Groom, Recorder

**DRAFT**



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

## REQUEST FOR GRAND RAPIDS EDA ACTION

**Agenda Item #6**

**Meeting Date: 8/22/19**

**Statement of Issue:**

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

**Background:**

The City has received a development proposal from Unique Opportunities LLC. The proposal (letter of intent) states the Developer's interest in purchasing a City-owned parcel, located at the southwest corner of the intersection of 21<sup>st</sup> St. SE and 7<sup>th</sup> Ave. SE, for their intended development of a 48-unit apartment complex with underground parking.

Unique Opportunities LLC (Unique) is a multi-family housing developer based out of Fergus Falls, MN. Unique has developed apartment complexes in Alexandria, Fergus Falls, Marshall, and Pelican Rapids. Mr. Samuel Herzog, Managing Partner of Unique, visited Grand Rapids and looked at a number of public and privately owned sites, but has selected a 2.92-acre City-owned parcel in the previously described location. The parcel is currently within an R-4 Multi-Family (High Density), which is appropriate for the proposed development. Unique's proposal describes a proposed project that will have both market rate and affordable units. Unique also describes their intent to request tax increment financing (TIF) business assistance to fund an anticipated financial gap, common in the development of affordable (workforce) housing.

The *2014 Comprehensive Housing Market Analysis* projects a need for an additional 190-230 general occupancy rental housing units from 2014-2025. As a subset of that total, the Market Analysis projects a need for 134-160 affordable rental-housing units. Since 2014, 118 new units of multi-family housing have been developed in Grand Rapids, with 62 of those being affordable rental (workforce) housing. Two recent projects, Beacon Hill (48 units – 100% affordable) and River Hills (70 units – 20% affordable), were already in process and accounted for in the 2014 need projections.

The offered purchase price of \$175,000, with the City assuming the remaining special assessment of \$15,878 from the 21<sup>st</sup> St. SE Improvement Project, equates to a net fair market value of \$1.25/sf, which is consistent with comparable sales in the Grand

	<p>Rapids real estate market.</p> <p>The Pre-development Agreement is a three party agreement between the City, the Grand Rapids EDA and the Developer. Similar to other agreements, the EDA would assume title to the property from the City. This will allow the EDA to place a right of reversion clause in the Purchase and Development Agreement with the Developer. This clause allows the EDA to regain title to the property, if, following the sale, the project does not move forward. The Pre-development Agreement designates Unique as the sole developer of the property for a period of no more than 120 days. This duration will allow the Developer to conduct further due diligence, prepare cost estimates and a real estate proforma based upon a specific design proposal. Also during this period, the Developer will have the opportunity to submit a Business Assistance Application with sufficient financial data to illustrate the Developer's ability to undertake the development and to provide the City with sufficient information to analyze what amount, if any, of public financial assistance (TIF) needed to make the project a financially feasible endeavor.</p>
<b>Recommendation:</b>	
<b>Required Action:</b>	Adopt a motion approving the resolution.
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Preliminary Development Agreement</li> <li>• Location Map</li> </ul>

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING PRELIMINARY DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF GRAND RAPIDS, THE GRAND RAPIDS  
ECONOMIC DEVELOPMENT AUTHORITY AND  
UNIQUE OPPORTUNITIES LLC**

BE IT RESOLVED by the Board of Commissioners of the Grand Rapids Economic Development Authority (the "Authority") as follows:

1. Background.

1.01. The City of Grand Rapids (the "City") owns certain property (the "Property") in the City legally described as:

That part of the North 318.00 feet of the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, lying Easterly of the West 880.00 feet thereof in Itasca County, Minnesota.

1.02. The City, the Authority and Unique Opportunities LLC, a Minnesota limited liability company (the "Developer") have determined to enter into a preliminary development agreement (the "PDA"), providing for negotiation of a definitive development contract that will address (among other things) the sale of the Property by the Authority to the Developer and the construction by the Developer of an approximately 48-unit apartment complex on the Property.

1.03. The Board of Commissioners has reviewed the PDA, and has determined that it is in the best interests of the Authority to approve and execute the PDA.

2. Approval of PDA.

2.01. The Authority approves the PDA, and authorizes and directs the President and Executive Director to execute same in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the President and Executive Director, provided that execution of the PDA by such officials will be conclusive evidence of their approval.

2.02. Authority officials and consultants are authorized to take any other actions necessary to carry out the Authority's obligations under the PDA, and to bring a proposed definitive development contract before the Authority.

Approved this 22nd day of August, 2019, by the Board of Commissioners of the Grand Rapids Economic Development Authority.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



## **PRELIMINARY DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 14 day of August, 2019 between the City of Grand Rapids, a Minnesota municipal corporation (“City”), the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (“Authority”) and Unique Opportunities LLC, a Minnesota limited liability company (“Developer”):

### **RECITALS**

**WHEREAS**, the City owns certain property within the City, described in Exhibit A attached hereto (the “Property”); and

**WHEREAS**, the Developer has submitted a preliminary proposal attached as Exhibit B (the “Proposal”) for the acquisition and development of the Property for the construction of a 48-unit apartment complex with underground parking, workout room, community room and a shared balcony (the “Development”); and

**WHEREAS**, prior to the development of the Property, the City intends to transfer the Property to the Authority; and

**WHEREAS**, the City and the Authority have determined that it is in their best interest that the Developer be designated sole developer of the Property during the term of this Agreement; and

**WHEREAS**, the City, the Authority and the Developer are willing and desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City’s commitment for any public assistance that may be necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by the Developer; (iii) the economic feasibility and soundness of the Development can be demonstrated; and (iv) satisfactory resolution of zoning, land use, site design, and engineering issues, and other necessary preconditions have been determined to the satisfaction of the parties; and

**WHEREAS**, the City and the Authority are willing to evaluate the Development and work toward all necessary agreements with the Developer if the Developer agrees to make the nonrefundable deposit described herein, which is intended, in part, to reimburse the City and Authority for their costs if the Development is abandoned by Developer or necessary agreements are not reached under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

**Section 1. Intention of Parties.** It is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to negotiation and execution of a mutually satisfactory Purchase and Development Contract (the “Contract”) prior to the termination date of this Agreement. The Contract (together with any other

agreements entered into between the parties hereto contemporaneously therewith) when executed, will supersede all obligations of the parties hereunder.

**Section 2. Outline of Negotiations.** Negotiations between the parties shall proceed in an attempt to formulate a definitive Contract based on the following:

- (a) the Developer's current Proposal together with any changes or modifications required by the City and the Authority;
- (b) such documentation regarding economic feasibility of the Development as the City and the Authority may wish to undertake during the term of this Agreement; and
- (c) other terms and conditions of this Agreement.

The parties agree and understand that negotiations regarding the Contract will proceed as soon as reasonably practicable after the date of this Agreement, as sufficient details for the Development become available.

**Section 3. Developer's Obligations.** During the term of this Agreement, the Developer shall:

- (a) Submit to the City and the Authority a design proposal to be approved by the City and the Authority showing the location, size, and nature of the proposed Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the commencement and completion of all phases of the Development.
- (b) Submit a cost estimate for the design and construction of the Development.
- (c) Submit a time schedule for all phases of the Development.
- (d) Submit to the City and the Authority the Developer's financing plan showing that the proposed Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including reduced land cost, waiver of fees, tax increment financing or grant funding), evidence that such assistance is reasonably necessary to make the Development financially feasible.
- (e) Furnish satisfactory financial data to the City and the Authority evidencing the Developer's ability to undertake the Development.
- (f) Submit zoning, land use, platting and subdivision applications for the Development, as appropriate.
- (g) Submit any soil borings obtained by the Developer to the City and the Authority.

**Section 4. City's Obligations.** During the term of this Agreement, the City and the

Authority agree to:

- (a) Proceed to seek all necessary information with regard to the anticipated public costs associated with the Development.
- (b) Review zoning, planning and subdivision implications of the Development, as appropriate.
- (c) Analyze the Redeveloper's pro forma and estimate the amount of public financial assistance, if any, needed to make the Development feasible.

**Section 5. Contingencies.** It is expressly understood that execution and implementation of the Contract shall be subject to:

- (a) A determination by the City and the Authority, in their sole discretion, that any public financial assistance for the Development is feasible based on the projected tax increment revenues, and that financial assistance is warranted based on the Developer's pro forma and any other information provided to the City and Authority.
- (b) A determination by the Developer that the Development is feasible and in the best interests of the Developer.
- (c) A determination City Council of the City and the Board of Commissioners of the Authority that the Development is in the best interests of the City and the Authority.

**Section 6. Reimbursement of Costs.** The Developer shall be solely responsible for all costs incurred by the Developer. In addition, the Developer shall reimburse the City and the Authority for Administrative Costs, as hereafter defined. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City and the Authority attributable to or incurred in connection with the negotiation and preparation of this Agreement, the Contract, and other documents and agreements in connection with the Development, including without limitation all costs in connection with replatting of the Property and the cost of financial advisors, attorneys, engineering and planning and environmental consultants. Notwithstanding the foregoing, the City and the Authority shall pay for ½ of its costs incurred in connection with the negotiation and preparation of this Agreement.

In order to secure payment of the Administrative Costs, the Developer shall deliver to the City and the Authority cash or a certified check in the amount of \$5,000, such delivery to occur upon delivery by the Developer of Developer's Business Assistance Application. If at any one or more times during the term of this Agreement, the City and the Authority determine that Administrative Costs will exceed \$5,000 and that additional security is required, the City and the Authority shall notify the Developer of the amount of such additional security. Within ten (10) calendar days of receipt of this notice, the Developer shall deliver to the City and the Authority the required additional security. The City and the Authority will utilize the funds delivered by the Developer to pay or reimburse itself for Administrative Costs. Upon termination of this Agreement, the City and the Authority will return to the Developer the funds paid by the Developer to the City

and the Authority pursuant to this Section 6, less an amount equal to the Administrative Costs incurred by the City and the Authority through the date of notice of termination. For the purposes of this paragraph, Administrative Costs are considered to be incurred if they have been paid, relate to services performed, or are payable under a contract entered into, on or before the date of the notice of termination.

This Section 6 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

**Section 7. Designation As Sole Developer of Property.** The City and the Authority hereby agree that for the term of this Agreement it will not:

- (i) provide or enter into any agreement for the provision of financial assistance to any third party in connection with any proposed development within the Property; and
- (ii) negotiate or contract with any other party concerning the sale or development of the Property.

During such period the Developer shall have the exclusive right to work with the City and the Authority in negotiating a definitive Contract for the Property. The Developer may not assign its rights or obligations under this Agreement to any person or entity without prior written approval by the City and the Authority.

**Section 8. Term of Agreement.** This Agreement is effective for one hundred and twenty (120) days from the date hereof. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

This Agreement may also be terminated upon ten (10) days written notice by the City or Authority to the Developer if:

- (a) an essential precondition to the execution of a definitive Contract cannot be met; or
- (b) if, in the sole discretion of the City and the Authority, an impasse has been reached in the negotiation or implementation of any material term or condition of this Agreement or the Contract;
- (c) or the Developer has failed to provide additional funds to pay for Administrative Costs in accordance with Section 6 hereof.

**Section 9. Remedies.** In the event that the Developer, its heirs, successors or assigns, fail to comply with any of the provisions of this Agreement, the City or the Authority may proceed to enforce this Agreement by appropriate legal or equitable proceedings, or other similar proceedings, and the Developer, its heirs, successors or assigns, agree to pay all costs of such enforcement, including reasonable attorneys' fees.

**Section 10. Severability.** If any portion of this Agreement is held invalid by a court of

competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

**Section 11. Amendment and Waiver.** In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach. This Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by all parties hereto.

**Section 12. Notice.** Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

- (a) As to the City: City of Grand Rapids  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: City Administrator
  
- (b) As to the Developer: Unique Opportunities LLC  
119 N. Union Ave,  
Fergus Falls, MN 5537  
Attn: Samuel Herzog
  
- (c) As to the Authority: Grand Rapids Economic Development Authority  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: Executive Director

**Section 14. Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

**Section 15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**Section 16. Indemnification.** The Developer hereby agrees to protect, defend and hold the Authority, the City and their officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys fees, consultant and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever caused by Developer or arising out of actions of Developer with regard to (i) the development, marketing, sale or leasing of all or any part of the Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution


Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Property deposited or released by Developer; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the Authority, the City and their members, officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance incurred by the Authority and the City as a result of the actions of Developer. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the Authority or the City of any immunities, defenses, or other limitations on liability to which the Authority is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be duly affixed hereto, and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

UNIQUE OPPORTUNITIES LLC

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

CITY OF GRAND RAPIDS, MINNESOTA

By   
Its Mayor

By   
Its City Administrator

GRAND RAPIDS ECONOMIC  
DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Executive Director

## **EXHIBIT A**

### **Description of Property**

That part of the North 318.00 feet of the Northwest Quarter of the Northeast Quarter (NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, lying Easterly of the West 880.00 feet thereof in Itasca County, Minnesota.

Subject to reservations, restrictions and easements of prior record.



## EXHIBIT B

### Development Proposal

July 19, 2019

Samuel Herzog  
Unique Opportunities LLC  
119 N. Union Ave,  
Fergus Falls, MN 5537

To Whom it May Concern,

The purpose of this Letter of Intent is to outline and memorialize the proposed terms and conditions which **Unique Opportunities LLC**, or its assignee (the "Purchaser") would purchase from **the city of Grand Rapids, MN** (the "Seller") a portion of a certain parcel of land 91-033-1202 Itasca County, MN containing approximately 3 acres (the "Property").

1. **SELLER:** The city of Grand Rapids MN
2. **PURCHASER:** Unique Opportunity LLC or assigns
3. **PREMISES:** That certain 3 acres, located in Grand Rapids, Minnesota.
4. **PURCHASE PRICE:** The Price shall be approximately one hundred seventy-five thousand dollars and <sup>00</sup>/<sub>100</sub>. (\$ 175,000.00).
5. **CLOSING:** Estimated closing of June 1<sup>st</sup> 2020.
6. **EARNEST MONEY:** Purchaser shall deposit Ten Thousand Dollars (\$10,000.00) in earnest money with a Title Company of the buyer's choice within ten (10) days of execution of the Purchase Agreement. Earnest Money shall be refundable through the Permitting period. Earnest Money and interest accrued shall be credited toward the Purchase Price at Closing.
7. **PURCHASE AGREEMENT:** Purchaser and Seller agree to execute a Purchase Agreement within 10 days of execution date of this LOI.
8. **FEASIBILITY PERIOD/CONTINGENCIES:**  
The Purchaser shall have a period of one hundred eighty (180) days from the execution of the Purchase Agreement to accomplish its due diligence with respect to the Premises (the "Feasibility Period"). Purchaser shall have the right to conduct any/all necessary environmental assessments, geotechnical testing, title review, survey, zoning, availability of utilities, engineering studies, etc. to verify and satisfy the Purchaser's sole discretion that the Premises can be acquired, financed, and receive all government approvals for its intended use as

multifamily apartment complex. Details include:

- Developer will seek approval to build a 48-unit apartment complex complete with underground parking, workout room, community room, and shared balcony.
- Developer will seek TIF in an amount needed to create a viable project.
- All 48 units will be market rate with the exception of the TIF requirements.

**9. TAXES:** The real estate taxes due and payable in the year of closing will be prorated to the date of closing. All prior years' taxes and any existing, levied, or pending special assessments shall be paid in full by Seller at closing.

**10. CLOSING COSTS:** As is the custom in Minnesota, Seller will pay for a title insurance commitment and Buyer will pay the insurance premium. Seller will pay transfer taxes and state deed taxes. Buyer to pay recording costs. Escrow fees to be split 50/50.

**11. BROKER(S):** There will be no brokers in this transaction.

This Letter of Intent is not intended to be binding and will not give rise to any right or obligation based on any legal or equitable theory (including any right to continue the negotiations). It is intended that only a subsequent formal Purchase Agreement, executed and delivered by both parties, will bind the parties as to any matter, which is the subject of the Letter of Intent. Please review this proposal and if it meets your approval, sign and date in the space provided below.

Sincerely,

Samuel Herzog

**AGREED AND ACCEPTED**

PURCHASER: \_\_\_\_\_

SELLER: \_\_\_\_\_

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

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

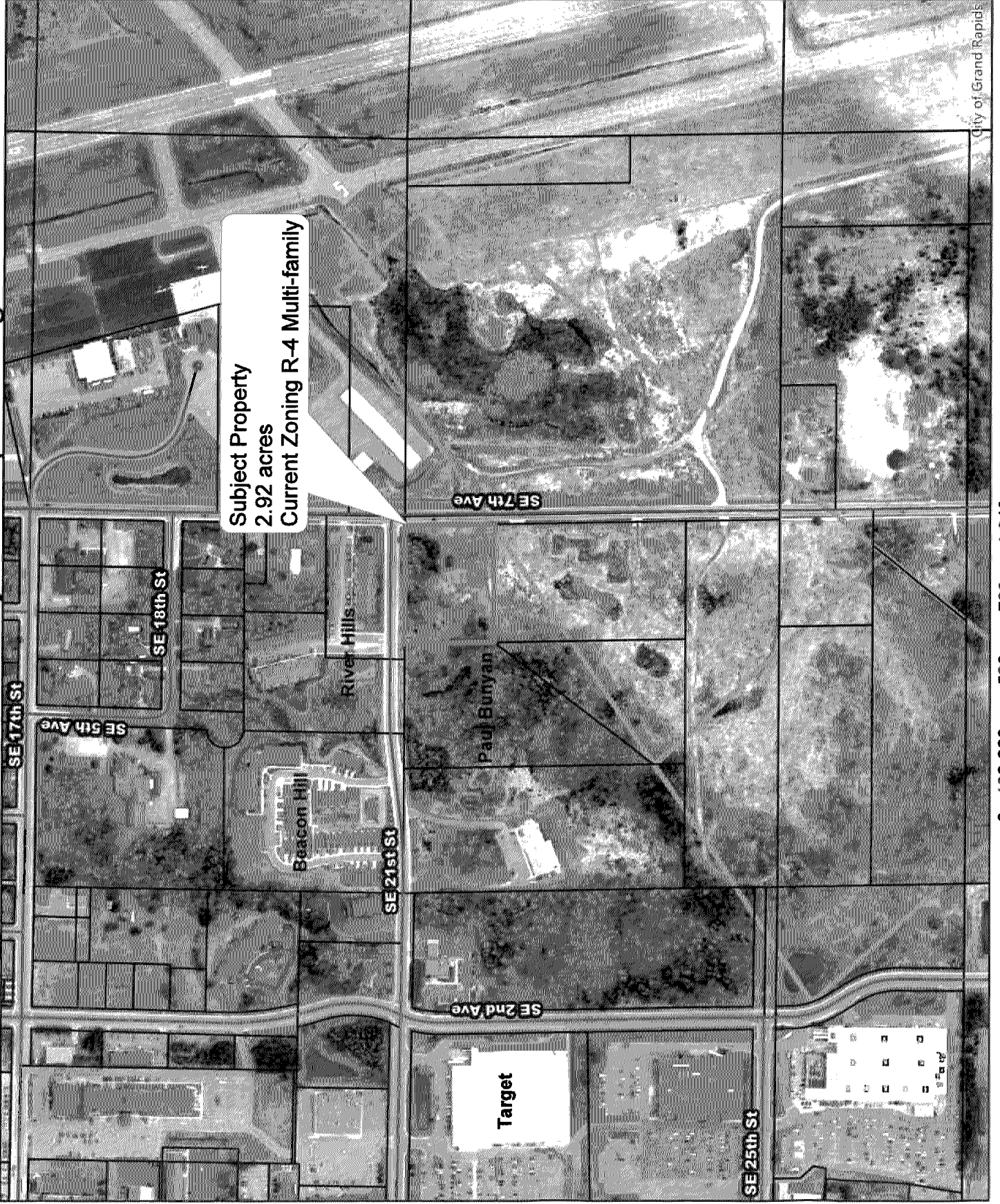
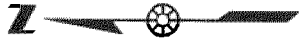
Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Unique Opportunities LLC Preliminary Development Agreement



City of Grand Rapids





## REQUEST FOR GRAND RAPIDS EDA ACTION

<b>Agenda Item #7</b>	<b>Meeting Date: 8/22/19</b>
<b>Statement of Issue:</b>	Consider authorizing the Executive Director to execute a Payment Agreement and Confession of Judgement
<b>Background:</b>	<p>Diane Lievsay, dba Yarnworks, LLC entered into a lease with GREDA for Suite 202 of Central School, the term of which was for the full calendar year of 2018. Yarnworks began as a tenant in Central School in February 2017.</p> <p>At the time Yarnworks unfortunately had to vacate their space in February of 2019, they had fallen behind in the rent by a total amount of \$2,234.44. After application of the security deposit, the total amount owed is \$1,878.24.</p> <p>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 entire debt is satisfied.</p>
<b>Recommendation:</b>	
<b>Required Action:</b>	Adopt a motion authorizing the Executive Director to execute a Payment Agreement and Confession of Judgement
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>• Payment Agreement and Confession Judgement</li> </ul>

**PAYMENT AGREEMENT AND  
CONFESSION OF JUDGMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Diane Lievsay, doing business as Yarnworks, LLC (hereinafter "Tenant") and the City of Grand Rapids, a municipal corporation organized under the laws of the State of Minnesota, through its Agent the Grand Rapids Economic Development Authority, (hereinafter "GREDA").

**RECITALS**

WHEREAS, on January 11, 2018, Tenant entered into a Lease Agreement with GREDA to lease the premises located at Suite 202 in the Old Central School located at 10 NW Fifth Street in the City of Grand Rapids, from January 1, 2018 through December 31, 2018; and

WHEREAS, under the terms of the Lease Agreement Tenant was to pay to GREDA the sum of \$358.38 per month; and

WHEREAS, GREDA and Tenant have agreed to terminate the Lease and Tenant wishes to enter into this Agreement to satisfy the debt owed to GREDA, the terms of which are outlined below;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Lease Agreements dated January 11, 2018 and April 26, 2018 between Tenant and GREDA is hereby canceled effective February 28, 2019 (the "Termination Date"), and possession of the premises shall be delivered up to GREDA immediately upon said date. All other terms of the Lease remain in effect pending the Termination Date.
2. Tenant acknowledges that as of the Termination Date she will be in arrears to GREDA in the total amount of \$2,243.44. After application of the security deposit in the amount of \$365.20 the total amount owed to GREDA as of the Termination Date will be \$1,878.24.
3. Tenant agrees that this debt is justly due and owing to GREDA for unpaid rent for the premises at Suite 202, 10 NW Fifth Street Grand Rapids, MN
4. Tenant agrees to pay on the balance due GREDA by making payments to GREDA in the amount of \$100 per month beginning October 15, 2019, and continuing every month until paid in full. Payments shall be made to the Finance Department, City of Grand Rapids, 420 No. Pokegama Ave., Grand Rapids, MN 55744. There shall be no penalty for early payments.
5. Tenant agrees that failure to follow through on the payment arrangement will result in a judgment being entered against her for the sums due and owing the

GREDA, and authorizes judgment to be entered against her, with statutory costs and interest thereon from the date the judgment is docketed.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**TENANT:**

**GRAND RAPIDS ECONOMIC  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Diane Lievsay

\_\_\_\_\_  
Rob Mattei, Executive Director

STATE OF MINN ESOTA )  
  )  
COUNTY OF ITASCA     )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Diane Lievsay, to me known to be the person who signed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Minnesota  
My commission expires: \_\_\_\_\_

STATE OF MINNESOTA )  
  )  
COUNTY OF ITASCA     )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Rob Mattei, to me known to be the Executive Director of the Grand Rapids Economic Development Authority.

\_\_\_\_\_  
Notary Public, State of Minnesota  
My commission expires: \_\_\_\_\_



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

## REQUEST FOR GRAND RAPIDS EDA ACTION

<b>Agenda Item #8</b>	<b>Meeting Date:</b> 8/22/19
<b>Statement of Issue:</b>	Consider approval of a revised Commercial Building Improvement Loan (CBIL) request from Northbank Professional Building, Inc.
<b>Background:</b>	<p>GREDA has previously approved a \$32,000 Small Cities Development Program (SCDP) deferred loan and a \$17,500 CBIL program loan to Northbank Professional Building, Inc. for an estimated \$67,000 project to complete:</p> <ul style="list-style-type: none"><li>• Façade painting and repairs, common area carpet replacement to multi-tenant building at 102-104 NE 3<sup>rd</sup> Ave.</li><li>• Exterior weather sealing and awning repairs to multi-tenant building at 200 NE 3<sup>rd</sup> Ave.</li></ul> <p>Northbank has submitted a new application that requests an increase to the CBIL funding from the previously approved amount to the revised amount of \$18,919.</p>
<b>Recommendation:</b>	
<b>Required Action:</b>	Adopt a motion approving the revised Commercial Building Improvement Loan (CBIL) request from Northbank Professional Building, Inc.
<b>Attachments:</b>	<ul style="list-style-type: none"><li>• CBIL Application Form</li></ul>



**Commercial Building Improvement Loan Application**  
 Grand Rapids Economic Development Authority  
 c/o Community Development Department  
 420 North Pokegama Ave.  
 Grand Rapids, MN 55744  
 Tel. (218) 326-7601 Fax (218) 326-7621  
 www.grandrapidsmn.org

Community Development Office Use Only	
Date Received	_____
GREDA Review Date	_____
GREDA Approval	_____

**Applicant Information:**

The undersigned do hereby respectfully request the Grand Rapids Economic Development Authority's consideration of a Commercial Building Improvement Loan: (If the applicant is not the property owner, the property owner must, also, sign the application.)

Northbank Professional Building, Inc  
 Name of Applicant (print)

104 NE 3rd St., Suite 200B  
 Address

Grand Rapids MN 55744  
 City State Zip

218-326-9114 rennixc@aol.com  
 Telephone/ E-Mail

Richard R. Harding  
 Name of Owner (print)

916 SW 3rd Ave  
 Address

Grand Rapids MN 55744  
 City State Zip

218-326-3730 rennix@aol.com  
 Telephone/E-Mail

Doing business as: \_\_\_\_\_

What is your interest in the building/property? (check one)

- Own the Business                       Lease the building  
 Purchasing the building on contract for deed       Other: \_\_\_\_\_

**Project Information:**

Tax Parcel # 91-410-2161  
91-410-2150 91-410-2010

Existing Zoning: \_\_\_\_\_

Existing Use: Multi-tenant commercial

Proposed Use: same

Property Address / Location: 102-4 NE 3rd St

Legal Description: See tax statements  
 (attach additional sheet if necessary)

Description of your proposed commercial building improvement project: \_\_\_\_\_

(attach additional sheet if necessary)

Are you coordinating your project with any neighboring businesses?  Yes  No

If yes, please provide their name(s) and the nature of their project(s): \_\_\_\_\_

When would you like to begin your project? Spring 2018 Summer 2019

How much time will be needed to complete the project? 1 month

If your project is located in the CBD (Central Business District), please explain how it furthers the objectives stated within the Downtown Redevelopment Master Plan. (if applicable)

The project will improve the energy efficiency and aesthetics of both buildings  
 (attach additional sheet if necessary)



**Project Cost/Financing:**

The GREDA Commercial Building Improvement Loan Program may finance up to 75% or \$40,000 of eligible project costs, whichever is less.

Please provide a breakdown of this estimated cost by construction category (*attach copies of quotes*):

Construction Item/Category	Estimated Cost (Quote)
102-4 NE 3rd St - Facade painting	\$ 15,400
102-4 NE 3rd St - Facade repairs	36,942
200 NE 3rd St - Ext Weather sealing	2,400
104 NE 3rd St - Common area Carpet replace	4,800
200 NE 3rd St - Awning repairs	1,377
<b>Total Estimated Cost:</b>	<b>\$ 60,919</b>

(attach additional sheet if necessary)

Please provide a list of proposed/secured financing sources:

Source	Secured (yes/no)	Amount
GREDA Commercial Bldg. Improvement Loan (requested amount)		18,919
Bank		
Cash	Yes	10,000
Other (specify) <u>SCDP</u>	Yes	32,000
Other (specify) _____		
<b>Total \$</b>		<b>60,919</b>

**Required Submittals with Application:**

- Application Fee - \$150.00
- Building/Site Photos
- Concept Plan
- Copies of Tax Returns (past 3 years)
- Cash Flow Projections (3 years)\*
- Estim. Income Statements (3 years)\*
- Business Plan
- Letters of Commitment
- Credit Report
- Evidence of ownership in the form of title insurance, title opinion, or copy of deed
- Marketing Information

\* MN Small Business Development Center at Itasca Economic Development Corp. can assist with this, free of charge.

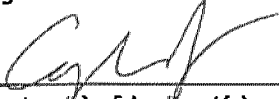
**If Loan is Approved, Additional Submittals Required Prior to Disbursement of Funds:**

- Verification that building is insured at a level equal to its value, with the GREDA listed as an additional insured.
- Ownership and encumbrance report
- Copies of receipts for project expenses.
- Verification from the City Building Official that the project is complete.
- Security: Personal guarantee in the form of a Promissory Note (*form provided by City*) and a mortgage.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

More information may be requested by the Grand Rapid Economic Development Authority, if deemed necessary, to properly evaluate your request.

I certify that, to the best of my knowledge, information, and belief, all of the information presented by me in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application. Further, I have read and fully understand the CBIL Program Guidelines described as Exhibit A to GREDA Resolution 08-03.

  
 \_\_\_\_\_  
 Signature(s) of Applicant(s)

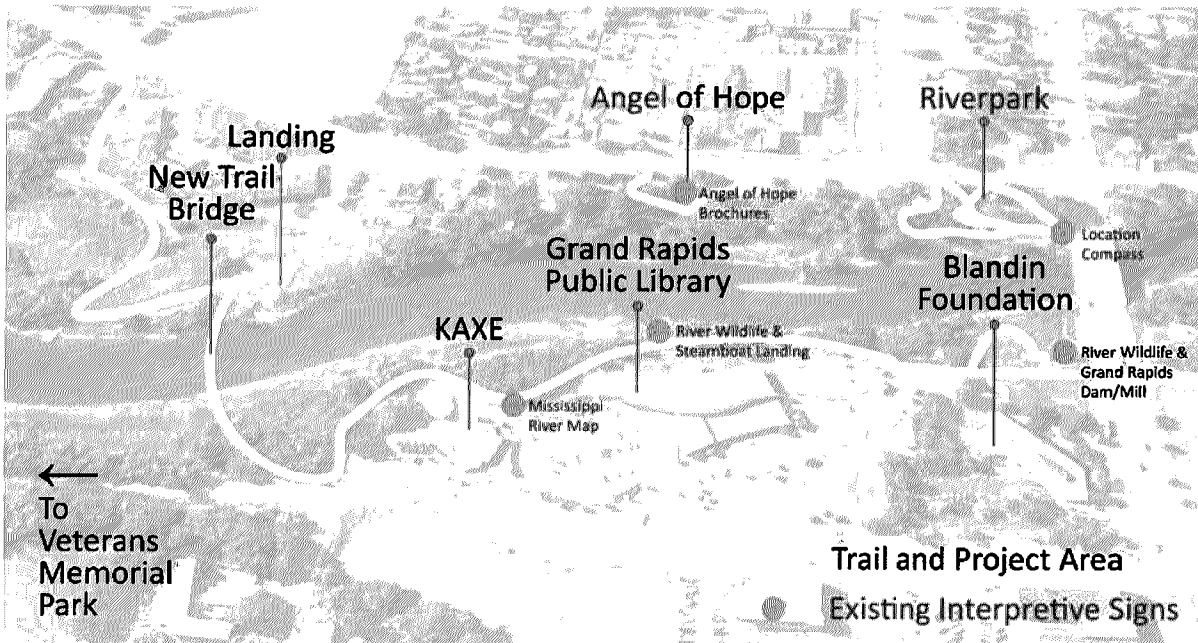
7/25/19  
 \_\_\_\_\_  
 Date

# Engagement for Riverfront Interpretive Signage Project

## Introduction

Get Fit Itasca is working with the City of Grand Rapids and community partners to develop interpretive signage along the riverfront trail near the library. Interpretive signs help guests interpret something (like a place, vegetation, or work of art) by providing background information about it. There are two motivations to develop interpretive signage in this area:

1. to encourage people to visit and use the riverfront trail, and
2. to help people learn more about our community and the riverfront area.



**Request:** We are meeting with you today to share that this project is going on and to ask what things should be showcased on interpretive signs. We are asking the same questions to multiple groups in town. We won't be able to include all the ideas we collect, but we hope the information on the final set of signs will bring heightened interest to the riverfront. We also hope to hear your thoughts about how the trails in the riverfront area can better serve Grand Rapids residents.

## Questions

What things visible from the trail might be interesting for people to learn more about?

What "hidden gems" (something no longer there or something people might not recognize) along the trail could we call attention to?

Follow-up: Do you want to call attention to these "hidden gems"?

How can the trail system in the riverfront area better serve Grand Rapids residents?

Follow-up (if needed): Should additional connections be made?

What else do you want to share?

Minnesota Shovel Ready Site Certification  
 Grand Rapids EDA  
 Project Budget 5/2011



Site:	Co. Rd. 63/IEP (Completed)	Airport S. Ind. Park	Ind. Park East	Blocks 20/21	Block 5	Category Totals	Category Totals w/Discount
Application Fee	\$2,950	\$2,101	\$2,101	\$2,101	\$2,101	\$11,354	\$11,354
Title Search/Commitment/Policy	(Complete)	(Complete)	\$3,500	(Complete)	(Complete)	\$3,500	\$3,500
ALTA Survey	(Complete)	\$4,850	\$5,610	(Complete)	(Complete)	\$13,885	\$13,885
Phase I Envir.	(Complete)	2,000	2,000	(Complete)	(Complete)	\$4,000	\$3,600
Phase II Envir.	(Not Needed)	Need TBD	Need TBD	(Not Needed)	(Complete)	\$0	\$0
Geotechnical Analysis	(Done by Others)	7,000	4,500	(Complete)	2,800	\$14,300	\$11,685
Total Budget/Site:	\$2,950	\$15,951	\$17,711	\$2,101	\$8,326	\$47,039	\$44,024
Potential IRRR funding:		\$7,975.50	\$8,855.50	\$1,050.50	\$4,163.00	\$22,044.50	\$22,044.50
Net GREDA Cost w/IRRR funding:		\$7,975.50	\$8,855.50	\$1,050.50	\$4,163.00	\$22,044.50	\$22,044.50

New updated proposals have been requested for ALTA surveys, Phase I Envir. And Geotechnical Analysis



# 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
<b>Total Cost</b>	<b>\$</b>



## Development Partnership

The Development Partnership grant program provides funds for research, education and development based initiatives that support the long-term economic growth of northeastern Minnesota.

**Contact:** Whitney Ridlon, 218-735-3004, [Whitney.Ridlon@state.mn.us](mailto:Whitney.Ridlon@state.mn.us)

**Eligible Applicants:** Economic development partners and organizations within the agency's service area. Multi-organization collaboration is welcome.

**Eligible Projects:** Collaborations and partnerships that support the agency's mission.

**Funding:** The Development Partnership grant program is funded at \$375,000 for FY2020. The maximum grant award \$50,000. The agency requires a 1:1 match per project.

## Evaluation Criteria

1. **Job creation.**
  - Describe the job creation or retention, if any that will result from this project. (see Minnesota Statute 298.22 subd. 13)
  - Explain wages and benefits, and whether the jobs created are full time, part time, temporary or permanent.
2. **Enhances livable communities.**
3. **Maximizes collaborations and partnerships.**
4. **Strengthens businesses and worker education.**
5. **Project serves an underserved community/population.**
  - Minority.
  - Geography.
  - Economic status.

## Application Process and Review

Applications are accepted July 1 through July 31, 2019. Applications submitted after July 31 through the end of the agency's fiscal year (June 30, 2020) may be awarded funding on a rolling basis subject to the availability of remaining program funds.

Applications are reviewed by the grant administrator and recommended on an individual basis.

Project funding is subject to the Commissioner's final approval. Project must meet objectives, priorities and policies established by the Commissioner.

Notify grant administrators of any changes to application after final submittal.

## Application Checklist

- Project Narrative:**
  - Narrative must address evaluation criteria.
  - Include a scope of work and identification of deliverables.
- List of all partners involved in funding the proposed project and the amount they are providing or committing.**
- Resolution authorizing applicant to apply for and accept funds.**
- IRS Form W-9 - Request for Taxpayer ID number and certification.**
- Copies of financial document(s) as indicated below:**

Grant Amount Requested	Annual Income of Organization	Document to Upload with Application
Under \$25,000	Any	Most recently filed IRS Form 990
\$25,000 and up	Under \$750,000	Most recently filed IRS Form 990 <i>and</i> recent Board Reviewed Financial Statements
\$25,000 and up	Over \$750,000	Most recently filed IRS Form 990 <i>and</i> most recent Financial Statements audited by a Certified Public Accountant

- Other documentation to support the application.**

## Additional Information

- The agency reserves the right to require signage/logo acknowledging financial assistance from the Department of Iron Range Resources & Rehabilitation. Details are outlined in the grant agreement.
- Awarded projects must meet the Minnesota Prevailing Wage Statutes and the agency's board policy as stated in the grant agreement.
- Project information is subject to then Minnesota Data Practices Act, Minnesota Statute Chapter 13.
- Progress reports are required twice per year.
- A site visit may be conducted by an authorized representative of the agency.
- A final report is required before final payment including job creation/retention and matching funds.



## REQUEST FOR GRAND RAPIDS EDA ACTION

**Agenda Item # 11**

**Meeting Date:** 8/22/19

**Statement of Issue:**

Consider the election of GREDA Officers

**Background:**

In accordance with the Bylaws of the Grand Rapids Economic Development Authority, the officers of GREDA include a President, Vice President, and Secretary/Treasurer.

The present GREDA officers are:

Sholom Blake – President  
(vacant) – Vice President  
Dale Christy– Secretary/Treasurer

The appointments to be considered will run until March 31, 2020.

**Recommendation:**

The President will request nominations for Secretary/Treasurer first; it is customary to nominate one or more candidates. When all nominations have been made, then the vote is taken on each, in the order in which they were nominated, until one is elected. The nominations need not be seconded.

The same process will then be used for the positions of Vice President and then President.

**Required Action:**

Consider nominations to elect a Secretary/Treasurer, Vice-President and President positions for terms ending the last day of March 2020.

**Attachments:**