



**ECONOMIC DEVELOPMENT AUTHORITY**  
City Hall—Shared Vision Room, 3989 Central Ave NE  
Monday, April 01, 2024  
5:00 PM

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## **AGENDA**

### ***ATTENDANCE INFORMATION FOR THE PUBLIC***

Members of the public who wish to attend may do so in-person, or by using Microsoft Teams and entering meeting ID **267 940 826 964** and passcode **VCEGRx** . For questions please call the Community Development Department at 763-706-3670.

### **CALL TO ORDER/ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **CONSENT AGENDA**

- 1. Approve March 4th, 2024, Regular EDA Meeting Minutes**
- 2. Approve Financial Reports and Payment of Bills of February 2024.**

**MOTION:** Move to approve the Consent Agenda as presented.

### **BUSINESS ITEMS**

- 3. Façade Improvement Grant Report The Golden Nuts, 4801 Central Ave NE**

**MOTION:** Move to waive the reading of Resolution 2024-08, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2024-08, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with The Golden Nuts.

- 4. Façade Improvement Grant Report 852 40th Ave NE**

**MOTION:** Move to waive the reading of Resolution 2024-09, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2024-09, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with Holly and Nicole Tuhake.

- 5. Façade Improvement Grant Report Sarna's Classic Grill, 3939 University Ave**

**MOTION:** Move to waive the reading of Resolution 2024-10, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2024-10, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with Sarna’s Classic Grill, Inc.

**6. 2023 Outstanding Business of the Year Award**

**MOTION:** Move to approve \_\_\_\_\_ as the 2023 Columbia Heights Business of the Year.

**7. Purchase of 4416 Central Ave NE, Purchase Agreement and Budget Amendment approval**

**MOTION:** Move to waive the reading of Resolution 2024-11, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2024-11, a Resolution approving the purchase agreement between the Economic Development Authority of Columbia Heights, Minnesota, and the owners of 4416 Central Ave, and amending the fund 408's budget for the fiscal year 2024.

**8. Deconstruction of 941 44th, 3851-3853 Central Ave**

**MOTION:** Move to accept the proposal(s) from Better Futures Minnesota, in the amount of \$\_\_\_\_\_ for deconstruction work on the properties located at \_\_\_\_\_; and furthermore, to authorize the President and Executive Director to enter into an agreement or agreements for the same.

**BUSINESS UPDATES**

**ADJOURNMENT**

*Auxiliary aids or other accommodations for individuals with disabilities are available upon request when the request is made at least 72 hours in advance. Please contact Administration at 763-706-3610 to make arrangements.*



# ECONOMIC DEVELOPMENT AUTHORITY

City Hall—Council Chambers, 3989 Central Ave NE

Monday, March 04, 2024

5:00 PM

Item 1.

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## MINUTES

The meeting was called to order at 5:00 pm by President Szurek.

### CALL TO ORDER/ROLL CALL

Members present: Connie Buesgens; Kt Jacobs; Rachel James; Amada Márquez-Simula; Justice Spriggs; Marlane Szurek; Lamin Dibba

Staff Present: Mitchell Forney, Community Development Coordinator; Aaron Chirpich, Community Development Director; Kevin Hansen, Interim City Manager; Sarah LaVoie, Administrative Assistant

### PLEDGE OF ALLEGIANCE

### CONSENT AGENDA

1. Approve the minutes of the regular EDA Meeting of January 2, 2024.
2. Approve financial reports and payment of bills for December 2023 and January 2024 – Resolution No. 2024-04.

*Motion by Jacobs, seconded by Spriggs, to approve the Consent Agenda as presented. All ayes of present. MOTION PASSED.*

### RESOLUTION NO. 2024-04

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTHS OF DECEMBER 2023 AND JANUARY 2024 AND THE PAYMENT OF THE BILLS FOR THE MONTHS OF DECEMBER 2023 AND JANUARY 2024.**

**WHEREAS**, the Columbia Heights Economic Development Authority (the “EDA”) is required by Minnesota Statutes Section 469.096, Subd. 9, to prepare a detailed financial statement which shows all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the EDA's credits and assets and its outstanding liabilities; and

**WHEREAS**, said Statute also requires the EDA to examine the statement and treasurer's vouchers or bills and if correct, to approve them by resolution and enter the resolution in its records; and **WHEREAS**, the financial statements for the months of December 2023 and January 2024 have been reviewed by the EDA Commission; and

**WHEREAS**, the EDA has examined the financial statements and finds them to be acceptable as to both form and accuracy; and **WHEREAS**, the EDA Commission has other means to verify the intent of Section 469.096, Subd. 9, including but not limited to Comprehensive Annual Financial Reports, Annual City approved Budgets, Audits and similar documentation; and

**WHEREAS**, financial statements are held by the City’s Finance Department in a method outlined by the State of Minnesota’s Records Retention Schedule,

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Columbia Heights Economic Development Authority that it has examined the referenced financial statements including the check history, and they are found to be correct, as to form and content; and

**BE IT FURTHER RESOLVED** the financial statements are acknowledged and received and the check history as presented in writing is approved for payment out of proper funds; and

**BE IT FURTHER RESOLVED** this resolution is made as part of the permanent records of the Columbia Heights Economic Development Authority.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 4th day of March 2024

Offered by: Kt Jacobs  
Seconded by: Justice Spriggs  
Roll Call: All ayes of present. MOTION PASSED.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

**Staff Introductions**

Chirpich introduced Sarah LaVoie who is the new Administrative Assistant. Márquez-Simula asked to do introductions.

LaVoie noted that she has been employed for a month and that her previous job was the DMV. Jacobs mentioned that she is on the Council and has a background in the printing field and has her own business which include substance assessments. Szuerk stated she was previously on the Council and Planning Commission and has been on the EDA for a long time. Forney noted he is the Community Development Coordinator. Márquez-Simula explained that she is the mayor. Buesgens stated she has been on the Council for seven years. Spriggs and James noted that they are on the Council. Lamin noted he was new to the EDA. Hansen added that he is the Interim City Manager.

**BUSINESS ITEMS**

**3. Interfund Loan to the City for the Purchase of the Property Located at 675 37th Ave NE**

Chirpich reported in October of 2023 Jeff Bobby and Steve’s put up for sale their lot located at 675



37th Ave NE. Due to its strategic positioning, the City Entered into a purchase agreement to acquire the property. The property is strategic because it is at the heart of the redesign of the City's Municipal Service Center (MSC). Right now, the City is in the process of planning for the eventual redevelopment of the MSC campus. The current site plans for this effort attempt to re-design the MSC campus without utilizing the subject property. These re-design efforts have proven difficult, as the City desires to replace its current two-story main MSC building with a one story building meeting current design standards resulting in more square footage. This design change means that the main building will have a significantly larger footprint. The need for more building space makes it difficult to place the main building while working within the current roadway configuration that serves the site. Several of the initial site configurations have identified the need to close the primary access street (Madison) serving the site, thereby driving the need to acquire additional right-of-way to relocate Madison Avenue. With the acquisition of 675 37th Avenue the City's re-design efforts for the MSC campus will have significantly more flexibility, and the City will not have to adjust the area roadways.

Chirpich added that though this project falls under the purview of the City, the City is requesting a temporary loan from the EDA to finance the acquisition of the site. It is a regular practice for the City or the EDA to lend each other money for projects that meet the goals of each entity. The most recent example is the loan that the EDA received from the City to purchase the NE Bank building that eventually led to the redevelopment of the Ratio/City Hall project.

Chirpich stated the EDA's Redevelopment Fund 408 holds the majority of the EDA's remaining fund balance. The outstanding balance on fund 408 is \$1,468,000. This excludes the \$310,000 earmarked for 2024's budget. After the loan of \$950,000 fund 408 will have \$518,000 remaining in the fund. The terms of the loan allow for three years of 0% interest. The Council can pay the loan back at any point in time and can do so early if the EDA finds an urgent need of funds. Staff estimates the proposed loan will be repaid within 3 years of the issuance date. In the unlikely event the loan is not repaid within 3 years, interest accrues at the rate of 1% to clarify that this is a loan and not a permanent transfer of funds to the City.

Questions/Comments from Members:

Szurek asked if the building would be on the lot that is being purchased or if the new building would be where the current building is. Hansen replied that the building would be on the lot on some level and that the building would be single story.

Szurek asked if the Public Works building would extend into the blue area that is indicated on the map in the Agenda Packet on page 40. Hansen explained that in the back of the building is the materials and transition storage area as well as two cold storage areas. He added that more space is needed, especially for the recycling center. The fueling station will remain open without a fence so that other departments are able to access it. He added that it will eventually be asked to be shut down since it is old and does not meet current code requirements.

Szurek asked when construction would begin. Hansen replied that it depends on the funding but once it is authorized construction will begin as soon as possible.

Jacobs asked if it was more advisable to replace the fueling station during construction or to wait until it is asked to be shut down. Hansen explained that there is a noncompliant letter for the fuel station but it is grandfathered in by the State due to the age of the tanks. The fuel station still met monitoring requirements which is why the State has allowed the City to keep the tanks there. It would be important to have a complete site plan so the City could know where the new tanks would be located.

Jacobs asked if it would be anticipated that there would be cost savings to do the entire project at one time. Hansen replied no since it is a specialized area and are not many contractors that put in fueling stations.

Buesgens noted that there is an area that is owned by SACA and asked if there was an area that would be used by the City. Hansen replied that he did not know since it is an area that needs to be developed further and would need to go through the site planning process.

*Motion by James, seconded by Buesgens, to waive the reading of Resolution No. 2024-05, there being ample copies available to the public. All ayes of present. MOTION PASSED.*

*Motion by James, seconded by Jacobs, to approve Resolution 2024-05, a Resolution of the Economic Development Authority of Columbia Heights, Minnesota, approving an interfund loan from Economic Development Authority Redevelopment Fund 408 to City Capital Improvements Fund 411. All ayes of present. MOTION PASSED.*

#### **RESOLUTION NO. 2024-05**

#### **A RESOLUTION APPROVING AN INTERFUND LOAN FROM ECONOMIC DEVELOPMENT AUTHORITY REDEVELOPMENT FUND 408 TO CITY CAPITAL IMPROVEMENTS FUND 411**

**WHEREAS**, by separate action, the City of Columbia Heights seeks to acquire certain real property at 675 37th Avenue Northeast for subsequent redevelopment within the City of Columbia Heights; and

**WHEREAS**, the City of Columbia Heights requires temporary financing for acquisition of said property; and

**WHEREAS**, the Economic Development Authority has determined that the proposed acquisition and redevelopment are consistent with its goals and purposes, and it has sufficient resources to provide such temporary financing; and

**WHEREAS**, the Economic Development Authority and the City agree to the following internal loan terms for this temporary financing:

1. Principal of \$950,000 will be advanced by the Economic Development Authority after the passage of this resolution.
2. Interest accrues at zero percent per annum during the three years following the issuance date.
3. Interest accrues at one percent per annum after the three years following the issuance date.

4. All principal and accrued interest will be repaid by the City of Columbia Heights on or before the redevelopment of the site.

**NOW, THEREFORE BE IT RESOLVED**, the Economic Development Authority of the City of Columbia Heights approves an interfund loan from Economic Development Authority Redevelopment Fund 408 to City Capital Improvements Fund 411 in the amount of \$950,000.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 4th day of March 2024

Offered by: Rachel James  
Seconded by: Kt Jacobs  
Roll Call: All ayes of present. MOTION PASSED.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

**4. Façade Improvement Grant Report Royal Restoration**

Forney reported that this report pertains to Royal Restorations' 2024 Façade Improvement Grant application for their new location at 3984 Central Ave NE. Royal Restoration used to be located on the corner of 40th and Central but was required to move when the owner of 3988 Central Ave NE sold the building. They were able to take over the space of the chiropractor one building to the south. Paul Dingeman still owns the building but will be closing his chiropractic building. Royal Restoration is looking to replace the awning on the front of the building to reflect the change in business. Due to the color of the building, the awning will be replaced with a slightly different shade of blue or purple. They have obtained two bids for the replacement of the awning, with the lower of the two coming in at \$9,950. At this cost, Royal Restoration is eligible for reimbursement of \$4,750. Community Development Staff recommends funding the project in full. The movement of businesses from 3988 Central has been difficult for the community, but retaining at least one of the businesses from the move can be seen as a win. Renderings of the proposed sign and bids are included in the attached application.

*Motion by Jacobs, seconded by Márquez-Simula, to waive the reading of Resolution No. 2024-06, there being ample copies available to the public. All ayes of present. MOTION PASSED.*

*Motion by Jacobs, seconded by Dibba, to adopt Resolution No. 2024-06, a Resolution of the Economic Development Authority of Columbia Heights, Minnesota, approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with Royal Restoration Inc. All ayes of present. MOTION PASSED.*

**RESOLUTION NO. 2024-06**

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FAÇADE IMPROVEMENT GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO FAÇADE IMPROVEMENT GRANT AGREEMENT WITH ROYAL RESTORATION INC**

**WHEREAS**, the City of Columbia Heights (the “City”) and the Columbia Heights Economic Development Authority (the “Authority”) have collaborated to create a certain Façade Improvement Grant Program (the “Program”); and

**WHEREAS**, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial property owners and/or tenants for the purposes of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity along Central Avenue Northeast, in the City’s Central Business district, pursuant to a Façade Improvement Grant Agreement with various property owners and/or tenants; and

**WHEREAS**, pursuant to the Program, the City is to coordinate a surveillance camera monitoring program by placing surveillance cameras on some of the storefronts that are part of the Program for the purposes of improving public safety in and around the Central Business District; and

**WHEREAS**, the Authority has thoroughly reviewed copies of the proposed form of the Grant Agreement.

**NOW, THEREFORE BE IT RESOLVED** that, after appropriate examination and due consideration, the Authority

1. approves the form and substance of the grant agreement, and approves the Authority entering into the agreement with Royal Restoration Inc
2. that the City Manager, as the Executive Director of the Authority, is hereby authorized, empowered, and directed for and on behalf of the Authority to enter into the grant agreement.
3. that the City Manager, as the Executive Director of the Authority, is hereby authorized and directed to execute and take such action as they deem necessary and appropriate to carry out the purpose of the foregoing resolution.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 4th day of March 2024

Offered by: Kt Jacobs  
Seconded by: Lamin Dibba  
Roll Call: All ayes of present. MOTION PASSED.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

**5. EDA Priorities and Goals Discussion 2024**

Forney explained that Staff wanted to bring forward various information and open up for discussion on what the EDA’s priorities and goals are. Currently the EDA Budgets \$310,000 per year for the following three programs:

*Façade improvement grant program:*

The Façade Improvement Grant program offers grants of 50% of a projects cost up to \$5,000 for Façade improvements to commercial buildings. Currently the EDA Budgets \$50,000 for the program which includes the installation of cameras on participating businesses. Over the life of the program the EDA has averaged approximately 4 grants per year. The largest expenditure of the program is the installation of cameras at various businesses. In 2023 the EDA paid just over \$32,000 dollars to place cameras on 5 separate businesses.

*Fire Suppression Grant Program:*

The Fire Suppression Grant program offers grants of 50% of the project cost up to \$30,000 for fire suppression upgrades. The EDA currently budgets \$60,000 per year and utilizes both available grants. Staff have also had a lot of interest from businesses at the start of 2024. On average it costs a business approximately \$80,000 to run a water line to the building and build out the fire suppression system. Of the course of the program, the City has released three Fire Suppression grants totaling \$104,436.

*Commercial Revitalization Program:*

The commercial Revitalization Program is a wide-ranging program that has been tailored to acquire legally non-conforming single-family properties that are zoned commercially. While there is no specific program language, the EDA has budgetary requirements on the fund. These requirements allow for the EDA to utilize the funds for the purchase and redevelopment of commercially non-compliant properties. In the past couple of years this funding has been utilized to purchase a multitude of properties along Central Ave for future redevelopment. The EDA funds this initiative at \$200,000 per year.

Forney added that the EDA also utilizes the Anoka County HRA Levy to fund various projects and

initiatives as opportunities present themselves. The fund currently has \$147,585.

Forney explained that the new programs that will begin this year include the Metropolitan Affordable Sales Tax. The City will be receiving approximately \$260,000 per year in funds spent on affordable housing initiatives. To begin the utilization of the funds the City will be establishing an Affordable Home Improvement Loan and NOAH Preservation Program. The remaining funds will be utilized for a variety of partnerships and initiatives as opportunities present themselves.

Forney reviewed the goals from the Council. In 2023 The City Council went through an in-depth goal setting session:

*Thriving and Vibrant Destination Community*

- a. Flourishing business districts, restaurants, and entertainment.
- b. Redevelopment to meet community needs.
- c. Stable/rising property values.
- d. Revitalize existing housing.
- e. Recognize and support small businesses and incubators.
- f. Attainable housing for all stages of life.
- g. Promoting public art and supporting artists. h. Welcomed, engaged, and connected rental community.

Forney explained that Staff looked through all the similar size or slightly larger cities within the metropolitan area and found the following city run grant programs. During this research Staff found a large amount of state and nonprofit programs that will be added to the City's website moving forward. Forney presented the following information:

West St. Paul has a Façade Grant similar to Columbia Heights's with grants up to \$10,000.

Bloomington offers a Sewer Availability Charge Grant to assist business moving to the community.

Anoka offers a fire suppression grant program with grants of \$1-\$3.50 per sq ft.

Blaine offers a fire suppression grant program along with a small business improvement loan program. Which aims to increase tax base, improve blighted properties, increase employment, and bring properties into conformance with existing city and state codes.

Brooklyn Center offers three major programs. First, they offer a revolving loan program for facades, build outs, capital purchases, or construction. Loans have a fixed 2% interest rate and have a minimum of \$5,000 and Maximum of \$100,000. Second, they offer a small business micro-loan to be used for working capital, inventory, equipment, and general operations, with loan amounts up to \$50,000. Last, they offer both Sewer Availability Charge deferral and reduction programs.

Brooklyn Park Offers: A Microbusiness Loan Program which funds loans ranging from \$1,000 to \$10,000 for small businesses. This program is meant to help businesses fund critical projects and build business credit and payment history. A Real Estate Equipment Loan Fund which provides

loans from \$50,000 to \$300,000 for businesses seeking financing for equipment, working capital, and more. Last, a Sewer Availability and Water Access Charge Deferral Program which allows eligible businesses and property owners to pay the costs of up to 10 SAC and 10 WAC over 5 years at 3% interest.

Coon Rapids offers two city run programs. The Coon Rapids Commercial/Industrial Loan Fund lends money for land, building, machinery, or equipment. The loans offered must be 50% of project cost up to \$200,000. The second program they offer is the Coon Rapids Commercial Fix up Fund which targets exterior building improvements and site improvements. This is funded in the form of a loan of up to \$150,000.

Forney added that the goal of this session is to sit down with the EDA and get a feel for the priorities of the commission. While not specifically a goal setting session staff want to get an understanding of the EDA's priorities and discuss potential new initiatives for staff to pursue.

Questions/Comments from Members:

Buesgens asked how many cameras have been installed through the Façade Improvement Grant. Forney replied that he did not have the exact number but could report back.

Buesgens asked how cameras that need to be replaced are funded. Forney replied that if a camera needs to be replaced, Staff will come back to the EDA.

Dibba asked what the timeline would be to include street lights. Chirpich replied that the Police Department is still trying to secure grant funding for that.

Buesgens asked if the City would have to own the property in order to do a business incubator (like in Brooklyn Park) or if it could be shared with another entity in the City as a partnership. Chirpich replied that there are great partnership opportunities.

Chirpich explained that Staff believe that commercial revitalization is in a good place and to keep the funding. The fire suppression grant is picking up in popularity and Staff like where the funding is at. Staff wonder if there is a redirect for the Façade Improvement Grant and potentially expand in an art component through a public art grant and to include in the façade grant landscaping elements that are permanent. He added that there was a concept for the City to look at a commercial loan program through the EDA with a low interest 2% gap program.

Buesgens asked if there was a reason the City would prefer to do permanent landscaping. Chirpich explained that Staff want to ensure that the landscaping lasts. Buesgens suggested partnering with businesses to do something like a rain garden and promote using low maintenance native plants. Jacobs added that she would like to see trees included in the landscaping.

Hansen mentioned that Buesgens' idea could be a good program to look at for the stormwater utility. The City has helped give grants to residential properties in the past to support rain gardens. If the Council is interested in a program like that, the stormwater utility would be the funding

source. He added that it would be a good time to look into that because the bonding in the debt repayment is coming off in 2024. He added that the City provides trees and help folks get trees planted.

Buesgens asked if money used for artwork could be cumulative each year, especially if there was a year where the funding was not used. Chirpich replied that that is how he saw it working.

Buesgens asked who would evaluate and approve the art since there is no art commission and added that it was something to think about in the future. Chirpich replied that the EDA would approve and evaluate the art until an art commission was created.

James explained that the item she is most interested in is expanding the façade improvement grant program to include other things that have to do with landscaping and art. She added that she likes the idea of the gap funding for businesses. She asked what “last available” meant for businesses for the gap funding and if it meant showing personal capital or investment capital to prove to the City that they tried. Chirpich replied to vet borrowers, the City would partner with a bank or Central Minnesota Community Development Corporation where the City could turn it over to one of those options and they would do the review.

Jacobs asked what the amount for the façade program was. Chirpich replied \$50,000 with a max of \$5,000 and a 50% match. A \$10,000 project would get the City \$5,000. Jacobs asked what the average has been. Forney replied \$4,000. Jacobs explained that she did not want to start the art funding amount at \$10,000 but would be more interested in started at \$5,000. Buesgens disagreed. Jacobs clarified that she did not want \$5,000 for the total amount available for art, but for each project to limit it to \$5,000. Buesgens stated that prices can range from \$10,000 to \$100,000.

Forney explained that Staff would like to get a feel from the EDA on what topics or items they would like Staff to bring back with additional details or research.

Buesgens stated she would like to learn more about art, and fourplexes with the NOAH program.

Márquez-Simula thanked Staff for bringing the goals from the Council back to the EDA. She added that it was mentioned that the escrow fund could also be a way to build up funds for art. Police have mentioned cameras inside apartment buildings if managers approved and wondered if it was something the EDA would want to look into.

James asked Dibba what would help create new businesses and jobs in the City. Dibba replied that from his experience, the number one obstacle he had in trying to have a business in the City was the location. He added that his friends who have businesses in other cities typically have additional help from those cities. Businesses typically struggle the first 2-3 years, but if there is help to find resources, that can help the business a lot.

Jacobs asked Dibba what prohibited him from started a business in Columbia Heights. Dibba replied that it was the location since he was trying to find a storefront area that also had high visibility.



Márquez-Simula explained that she liked the micro loan idea and including a landscaping designer. She added that a graphic designer could be included to help with the website, or menus, etc. Forney noted that it could be tied into Open to Business which is a County run program. Dibba added that it could be helpful to have small business loans available, or help with basic business support like book keeping.

Spriggs agreed with the ideas the EDA liked such as the art concept and the public infrastructure that would be permanent. He asked if some of the permanent landscaping would be torn out during the Central Avenue redevelopment. He mentioned an idea of compiling a list of businesses that could be included in the City's newsletter in order to give businesses more visibility. Buesgens noted that while she was in Maple Grove she noticed that the city would put out advertising for the businesses in their city.

James asked if business could use the Open to Business resource and then the City could use it as a request for loan applications. This would help the City from having to advise as much as well as incentivize the program.

Buesgens noted that it has been difficult to fill large office space locations and asked if that was true for small businesses as well. Forney replied that it is completely different and added that it is nearly impossible to find restaurant locations right now because the demand is so high.

Spriggs asked if the lot located near 47<sup>th</sup> Avenue and Central Avenue was a site that was being considered for redevelopment. Forney replied that there are two lots and one of them was owned by Hyvee but recently sold it to the owner of the other lot. The City does not know what the plans are for the site.

## **BUSINESS UPDATES**

Chirpich explained that there would be another façade grant for a new business coming to town. Forney added that the new business will be selling Turkish treats and nuts. During the previous Council meeting, the Council had interest in deconstructing the 39<sup>th</sup> Avenue properties. He added that the City sold a property to Habitat for Humanity last week. The asbestos abatement has been completed on 94 144<sup>th</sup> Avenue and the 39<sup>th</sup> Avenue properties. The Fire Department is getting ready to start their project of burning the single family house on 39<sup>th</sup> Avenue.

Forney added that Krash Drums is continuing to move forward. Rail Werks has their façade up and will be receiving the façade grant this week. They are working on getting their liquor license. Staff were reached out by a homeowner on Central Avenue to sell their home to the City.

James asked if there was an update on the grocer on 44<sup>th</sup> Avenue. Chirpich replied that they are doing a site visit on April 3, 2024.

## **ADJOURNMENT**

*Motion by Jacobs, seconded by Buesgens, to adjourn the meeting at 6:18 pm. All ayes. MOTION*

*PASSED.*

Respectfully submitted,

\_\_\_\_\_  
Mitchell Forney, Community Development Coordinator

**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF FEBRUARY 2024 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF FEBRUARY 2024.**

**WHEREAS**, the Columbia Heights Economic Development Authority (the “EDA”) is required by Minnesota Statutes Section 469.096, Subd. 9, to prepare a detailed financial statement which shows all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the EDA's credits and assets and its outstanding liabilities; and

**WHEREAS**, said Statute also requires the EDA to examine the statement and treasurer's vouchers or bills and if correct, to approve them by resolution and enter the resolution in its records; and

**WHEREAS**, the financial statements for the month of February 2024 have been reviewed by the EDA Commission; and

**WHEREAS**, the EDA has examined the financial statements and finds them to be acceptable as to both form and accuracy; and

**WHEREAS**, the EDA Commission has other means to verify the intent of Section 469.096, Subd. 9, including but not limited to Comprehensive Annual Financial Reports, Annual City approved Budgets, Audits and similar documentation; and

**WHEREAS**, financial statements are held by the City’s Finance Department in a method outlined by the State of Minnesota’s Records Retention Schedule,

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Columbia Heights Economic Development Authority that it has examined the referenced financial statements including the check history, and they are found to be correct, as to form and content; and

**BE IT FURTHER RESOLVED** the financial statements are acknowledged and received and the check history as presented in writing is approved for payment out of proper funds; and

**BE IT FURTHER RESOLVED** this resolution is made as part of the permanent records of the Columbia Heights Economic Development Authority.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 1<sup>st</sup> day of April 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Item 2.

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Check 1077					
204.6314.43105	EDAM WINTER CONFERANCE REGIST-FO ECONOMIC DEVELOPMENT ASSOC		01/12/24	3387	350.00
204.6314.43105	EDAM WINTER CONFERANCE REGIST-CH ECONOMIC DEVELOPMENT ASSOC		01/12/24	3385	350.00
			Total For Check 1077		700.00
Check 197846					
392.7000.44600	2ND HALF 2023 TIF PAYMENT	COLLIERS FUNDING LLC	01/25/24	02012024	112,061.36
			Total For Check 197846		112,061.36
Check 197848					
375.7000.44600	2ND HALF 2023 TIF PAYMENT	COLUMBIA HEIGHTS LEASED	01/25/24	02012024	76,062.12
			Total For Check 197848		76,062.12
Check 197849					
204.6314.43250	011524 934571297 COMM DEV ADMIN	COMCAST	01/15/24	192439964	24.30
			Total For Check 197849		24.30
Check 197859					
392.7000.43050	NE BUSINESS CENTER REDEVELOPMENT	EHLERS & ASSOCIATES INC	01/09/24	96391	525.00
393.7000.43050	ALATUS HYVEE SITE REDEVELOPMENT	EHLERS & ASSOCIATES INC	01/09/24	96392	975.00
			Total For Check 197859		1,500.00
Check 197883					
204.6314.43210	MARCO & MITEL SA CONTRACT	MARCO, INC	11/02/23	INV11812755	297.41
			Total For Check 197883		297.41
Check 197899					
408.6314.45110	EARNEST MONEY 675 37TH AVE	RE/MAX SYNERGY	01/12/24	01232024	15,000.00
			Total For Check 197899		15,000.00
Check 197918					
228.6317.44000	RESET SMOKE DETECTORS - VAN BURE	TK ELEVATOR CORPORATION	10/18/23	5002280451	479.00
228.6317.44000	ELEVATOR CAMERA INSTALATION	TK ELEVATOR CORPORATION	12/15/23	6000694819	1,769.94
			Total For Check 197918		2,248.94
Check 197945					
204.6314.43210	MICROCALL LIC AND SUPPORT 031024	MARCO, INC	01/19/24	INV12078654	58.84
			Total For Check 197945		58.84
Check 197949					
228.6317.44390	ELEVATOR PERMIT-VAN BUREN RAMP	MN DEPT OF LABOR & INDUST	10/28/23	ALR0154897X	100.00
			Total For Check 197949		100.00
Check 197958					
228.6317.44000	SEC MONITORING-VAN BUREN RAMP 02	SECURITY CONTROL SYSTEMS	10/02/24	56953	432.00
			Total For Check 197958		432.00
Check 197976					
372.7000.43050	T6 2023 TIF ADMIN	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	5,159.93
375.7000.43050	Z6 2023 TIF ADMIN	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	617.43
376.7000.43050	2023 TIF ADMIN - DECERTIFIED DIS	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	100.00
391.7000.43050	W4 2023 TIF ADMIN	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	1,416.56
392.7000.43050	BB2 2023 TIF ADMIN	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	599.26
393.7000.43050	BB6 2023 TIF ADMIN	ANOKA COUNTY PROPERTY RECC	02/01/24	020124	5
			Total For Check 197976		8,4

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBIA HEIGHTS  
 EXP CHECK RUN DATES 02/01/2024 - 02/29/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

Item 2.

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Check 197977 204.6314.43250	COMM DEV ADMIN (2.3%) INTERNET 0	ARVIG ENTERPRISES, INC	02/01/24	020124	1.59
			Total For Check 197977		1.59
Check 198019 228.6317.44000	STAIRWELL HEATER INSEPCTION - RA	NORTHLAND REFRIGERATION IN	01/30/24	3381	139.00
			Total For Check 198019		139.00
Check 198025 204.6314.43210	012624 10013121 PHONE COMMDEV	AD POPP.COM INC	01/26/24	992818444	18.30
			Total For Check 198025		18.30
Check 198043 408.6314.44300	CLOSING COSTS SALE OF 4243 5TH S	LAND TITTLE	02/15/24	02152024	298.89
			Total For Check 198043		298.89
Check 198099 204.6314.43210	013124 -10010429 COM DEV ADMINI	POPP.COM INC	01/31/24	992819543	12.85
			Total For Check 198099		12.85
Check 198102 204.6314.43050	2023 AUDIT ENGAGEMENT	REDPATH AND COMPANY LLC	01/31/24	150484101	490.00
			Total For Check 198102		490.00
Check 198109 204.6314.43050	EDA MINUTES 010224	TIMESAVER OFF SITE SECRETF	01/30/24	M28879	204.75
			Total For Check 198109		204.75
Check 198110 228.6317.44000	MONITORING 020124-013125	TK ELEVATOR CORPORATION	02/01/24	3007705478	2,583.00
			Total For Check 198110		2,583.00
Check 198113 228.6317.43810	ELECTRIC	XCEL ENERGY (N S P)	02/09/24	1089205332	453.12
			Total For Check 198113		453.12
Check 198140 408.6414.43050	941 44TH & 3851-3853 CENTRAL ASB	DENNIS ENVIRONMENTAL OPERF	02/13/24	9965	16,150.00
			Total For Check 198140		16,150.00
Check 198143 393.7000.46210	REPORT FOR PE 12/27/23 2018A BON	EHLERS & ASSOCIATES INC	02/12/24	96650	1,000.00
			Total For Check 198143		1,000.00
Check 198155 204.6314.43050	ACTUARIAL STUDY AND 2023 UPDATE	GRABRIAN ACTUARIAL LLC	02/08/24	1415	227.50
			Total For Check 198155		227.50
Check 198164 408.6314.43050	CL205-00003 JBS LOT	KENNEDY & GRAVEN	02/16/24	179833	219.00
			Total For Check 198164		219.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
		Fund 204	EDA ADMINISTRATION		2,035.54
		Fund 228	DOWNTOWN PARKING		5,956.06
		Fund 372	HUSET PARK AREA TIF (T6)		5,159.93
		Fund 375	TIF Z6: 47TH & GRAND		76,679.55
		Fund 376	TIF DISTRICTS A3/C7/C8		100.00
		Fund 391	SCATTERED SITE TIF W3/W4		1,416.56
		Fund 392	TIF BB2 ALATUS 40TH AV		113,185.62
		Fund 393	TIF BB6 ALATUS 4300 CEN		2,574.26
		Fund 408	EDA REDEVELOPMENT PROJE		31,667.89
Total For All Funds:					238,775.41
--- TOTALS BY GL DISTRIBUTION ---					
204.6314.43050			ACTUARIAL STUDY AND 2023 UPDATE		922.25
204.6314.43105			EDAM WINTER CONFERANCE REGIST-FOI		700.00
204.6314.43210			MARCO & MITEL SA CONTRACT		387.40
204.6314.43250			COMM DEV ADMIN (2.3%) INTERNET O		25.89
228.6317.43810			ELECTRIC		453.12
228.6317.44000			STAIRWELL HEATER INSEPCTION - RAI		5,402.94
228.6317.44390			ELEVATOR PERMIT-VAN BUREN RAMP		100.00
372.7000.43050			T6 2023 TIF ADMIN		5,159.93
375.7000.43050			Z6 2023 TIF ADMIN		617.43
375.7000.44600			2ND HALF 2023 TIF PAYMENT		76,062.12
376.7000.43050			2023 TIF ADMIN - DECERTIFIED DIS		100.00
391.7000.43050			W4 2023 TIF ADMIN		1,416.56
392.7000.43050			BB2 2023 TIF ADMIN		1,124.26
392.7000.44600			2ND HALF 2023 TIF PAYMENT		112,061.36
393.7000.43050			BB6 2023 TIF ADMIN		1,574.26
393.7000.46210			REPORT FOR PE 12/27/23 2018A BON		1,000.00
408.6314.43050			CL205-00003 JBS LOT		219.00
408.6314.44300			CLOSING COSTS SALE OF 4243 5TH S		298.89
408.6314.45110			EARNEST MONEY 675 37TH AVE		15,000.00
408.6414.43050			941 44TH & 3851-3853 CENTRAL ASB		16,150.00

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 204 - EDA ADMINISTRATION							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
204.0000.31011	EDA CURRENT AD VALOREM	220,000.00	0.00	0.00	1,443.10	218,556.90	0.66
204.0000.31014	AREA WIDE TAX	90,000.00	0.00	0.00	(110.75)	90,110.75	(0.12)
204.0000.31020	DELNQ. AD VALOREM	0.00	0.00	0.00	(3,870.85)	3,870.85	100.00
204.0000.31910	PENALTIES & INTEREST	0.00	0.00	0.00	(112.86)	112.86	100.00
TAXES		310,000.00	0.00	0.00	(2,651.36)	312,651.36	(0.86)
MISCELLANEOUS							
204.0000.36210	INTEREST ON INVESTMENTS	3,700.00	0.00	0.00	0.00	3,700.00	0.00
MISCELLANEOUS		3,700.00	0.00	0.00	0.00	3,700.00	0.00
Total Dept 0000 - NON-DEPARTMENTAL							
		313,700.00	0.00	0.00	(2,651.36)	316,351.36	(0.85)
TOTAL REVENUES							
		313,700.00	0.00	0.00	(2,651.36)	316,351.36	(0.85)
Expenditures							
Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
PERSONNEL SERVICES							
204.6314.41010	REGULAR EMPLOYEES	203,800.00	0.00	16,702.37	33,709.18	170,090.82	16.54
204.6314.41210	P.E.R.A. CONTRIBUTION	15,300.00	0.00	1,249.86	2,488.82	12,811.18	16.27
204.6314.41220	F.I.C.A. CONTRIBUTION	15,800.00	0.00	1,407.14	2,837.57	12,962.43	17.96
204.6314.41300	INSURANCE	23,400.00	0.00	2,123.09	4,242.01	19,157.99	18.13
204.6314.41510	WORKERS COMP INSURANCE PREM	1,600.00	0.00	140.03	282.41	1,317.59	17.65
PERSONNEL SERVICES		259,900.00	0.00	21,622.49	43,559.99	216,340.01	16.76
SUPPLIES							
204.6314.42000	OFFICE SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
204.6314.42010	MINOR EQUIPMENT	200.00	0.00	0.00	0.00	200.00	0.00
204.6314.42171	GENERAL SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
204.6314.42175	FOOD SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
SUPPLIES		800.00	0.00	0.00	0.00	800.00	0.00
OTHER SERVICES & CHARGES							
204.6314.43050	EXPERT & PROFESSIONAL SERV.	2,500.00	2,310.00	717.50	922.25	(732.25)	129.29
204.6314.43105	TRAINING & EDUCATION ACTIVITIES	3,000.00	0.00	0.00	700.00	2,300.00	23.33
204.6314.43210	TELEPHONE	700.00	0.00	18.30	405.70	294.30	57.96
204.6314.43220	POSTAGE	500.00	0.00	0.00	0.00	500.00	0.00
204.6314.43250	OTHER TELECOMMUNICATIONS	400.00	0.00	25.89	57.86	342.14	14.47
204.6314.43310	LOCAL TRAVEL EXPENSE	200.00	0.00	0.00	0.00	200.00	0.00
204.6314.43320	OUT OF TOWN TRAVEL EXPENSE	1,500.00	0.00	0.00	0.00	1,500.00	0.00
204.6314.43500	LEGAL NOTICE PUBLISHING	200.00	0.00	0.00	0.00	200.00	0.00
204.6314.43600	PROP & LIAB INSURANCE	3,200.00	0.00	266.67	533.34	2,666.66	16.67
204.6314.44000	REPAIR & MAINT. SERVICES	500.00	0.00	0.00	0.00	500.00	0.00
204.6314.44030	SOFTWARE & SOFTWARE SUBSCRIPTIONS	1,100.00	0.00	0.00	0.00	1,100.00	0.00
204.6314.44040	INFORMATION SYS:INTERNAL SVC	9,100.00	0.00	758.33	1,516.66	7,583.34	16.67
204.6314.44330	SUBSCRIPTION, MEMBERSHIP	500.00	0.00	0.00	0.00	500.00	0.00
204.6314.44380	COMMISSION & BOARDS	700.00	0.00	0.00	0.00	700.00	0.00
204.6314.44600	LOANS & GRANTS	0.00	0.00	0.00	385.00	(385.00)	1
OTHER SERVICES & CHARGES		24,100.00	2,310.00	1,786.69	4,520.81	17,269.19	26.54

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 204 - EDA ADMINISTRATION							
Expenditures							
CONTINGENCIES & TRANSFERS							
204.6314.47100	OPER. TRANSFER OUT - LABOR	28,900.00	0.00	2,408.33	4,816.66	24,083.34	16.67
	CONTINGENCIES & TRANSFERS	28,900.00	0.00	2,408.33	4,816.66	24,083.34	16.67
Total Dept 6314 - ECONOMIC DEVELOPMENT AUTH		313,700.00	2,310.00	25,817.51	52,897.46	258,492.54	17.60
TOTAL EXPENDITURES		313,700.00	2,310.00	25,817.51	52,897.46	258,492.54	17.60
Fund 204 - EDA ADMINISTRATION:							
TOTAL REVENUES		313,700.00	0.00	0.00	(2,651.36)	316,351.36	0.85
TOTAL EXPENDITURES		313,700.00	2,310.00	25,817.51	52,897.46	258,492.54	17.60
NET OF REVENUES & EXPENDITURES		0.00	(2,310.00)	(25,817.51)	(55,548.82)	57,858.82	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 228 - DOWNTOWN PARKING							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TRANSFERS & NON-REV RECEIPTS							
228.0000.39247	TRANSFER IN-SPECIAL PROJ REV	56,600.00	0.00	0.00	0.00	56,600.00	0.00
	TRANSFERS & NON-REV RECEIPTS	56,600.00	0.00	0.00	0.00	56,600.00	0.00
Total Dept 0000 - NON-DEPARTMENTAL		56,600.00	0.00	0.00	0.00	56,600.00	0.00
TOTAL REVENUES		56,600.00	0.00	0.00	0.00	56,600.00	0.00
Expenditures							
Dept 6317 - DOWNTOWN PARKING							
PERSONNEL SERVICES							
228.6317.41070	INTERDEPARTMENTAL LABOR SERV	1,500.00	0.00	0.00	0.00	1,500.00	0.00
	PERSONNEL SERVICES	1,500.00	0.00	0.00	0.00	1,500.00	0.00
OTHER SERVICES & CHARGES							
228.6317.43600	PROP & LIAB INSURANCE	3,100.00	0.00	258.33	516.66	2,583.34	16.67
228.6317.43800	UTILITY SERVICES	2,000.00	0.00	0.00	226.57	1,773.43	11.33
228.6317.43810	ELECTRIC	13,000.00	0.00	453.12	1,458.12	11,541.88	11.22
228.6317.44000	REPAIR & MAINT. SERVICES	35,000.00	614.30	4,065.00	4,204.00	30,181.70	13.77
228.6317.44020	BLDG MAINT CONTRACTUAL SERVICES	2,000.00	0.00	0.00	0.00	2,000.00	0.00
	OTHER SERVICES & CHARGES	55,100.00	614.30	4,776.45	6,405.35	48,080.35	12.74
Total Dept 6317 - DOWNTOWN PARKING		56,600.00	614.30	4,776.45	6,405.35	49,580.35	12.40
TOTAL EXPENDITURES		56,600.00	614.30	4,776.45	6,405.35	49,580.35	12.40
Fund 228 - DOWNTOWN PARKING:							
TOTAL REVENUES		56,600.00	0.00	0.00	0.00	56,600.00	0.00
TOTAL EXPENDITURES		56,600.00	614.30	4,776.45	6,405.35	49,580.35	12.40
NET OF REVENUES & EXPENDITURES		0.00	(614.30)	(4,776.45)	(6,405.35)	7,019.65	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 372 - HUSET PARK AREA TIF (T6)							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
372.0000.31010	CURRENT AD VALOREM	850,000.00	0.00	0.00	14,428.78	835,571.22	1.70
372.0000.31020	DELNQ. AD VALOREM	0.00	0.00	0.00	281,513.10	(281,513.10)	100.00
TAXES		850,000.00	0.00	0.00	295,941.88	554,058.12	34.82
MISCELLANEOUS							
372.0000.36210	INTEREST ON INVESTMENTS	5,000.00	0.00	0.00	0.00	5,000.00	0.00
MISCELLANEOUS		5,000.00	0.00	0.00	0.00	5,000.00	0.00
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Total Dept 0000 - NON-DEPARTMENTAL		855,000.00	0.00	0.00	295,941.88	559,058.12	34.61
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TOTAL REVENUES		855,000.00	0.00	0.00	295,941.88	559,058.12	34.61
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Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
372.7000.44600	LOANS & GRANTS	550,000.00	0.00	0.00	0.00	550,000.00	0.00
OTHER SERVICES & CHARGES		550,000.00	0.00	0.00	0.00	550,000.00	0.00
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CAPITAL OUTLAY							
372.7000.46010	PRINCIPAL	140,000.00	0.00	0.00	140,000.00	0.00	100.00
372.7000.46110	INTEREST	50,200.00	0.00	0.00	26,150.00	24,050.00	52.09
372.7000.46200	FISCAL AGENT CHARGES	1,500.00	444.00	0.00	575.00	481.00	67.93
372.7000.46210	MISCELLANEOUS FISCAL CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CAPITAL OUTLAY		192,700.00	444.00	0.00	166,725.00	25,531.00	86.75
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Total Dept 7000 - BONDS		742,700.00	444.00	0.00	166,725.00	575,531.00	22.51
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TOTAL EXPENDITURES		742,700.00	444.00	0.00	166,725.00	575,531.00	22.51
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Fund 372 - HUSET PARK AREA TIF (T6):							
TOTAL REVENUES		855,000.00	0.00	0.00	295,941.88	559,058.12	34.61
TOTAL EXPENDITURES		742,700.00	444.00	0.00	166,725.00	575,531.00	22.51
NET OF REVENUES & EXPENDITURES		112,300.00	(444.00)	0.00	129,216.88	(16,472.88)	114.67

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 392 - TIF BB2 ALATUS 40TH AV							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
MISCELLANEOUS							
392.0000.36216	LOAN INTEREST	63,700.00	0.00	0.00	0.00	63,700.00	0.00
MISCELLANEOUS		63,700.00	0.00	0.00	0.00	63,700.00	0.00
TRANSFERS & NON-REV RECEIPTS							
392.0000.39310	BOND PROCEEDS	5,885,000.00	0.00	0.00	0.00	5,885,000.00	0.00
TRANSFERS & NON-REV RECEIPTS		5,885,000.00	0.00	0.00	0.00	5,885,000.00	0.00
Total Dept 0000 - NON-DEPARTMENTAL		5,948,700.00	0.00	0.00	0.00	5,948,700.00	0.00
TOTAL REVENUES		5,948,700.00	0.00	0.00	0.00	5,948,700.00	0.00
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
392.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	155.00	155.00	(155.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	155.00	155.00	(155.00)	100.00
CAPITAL OUTLAY							
392.7000.46010	PRINCIPAL	5,935,000.00	0.00	0.00	0.00	5,935,000.00	0.00
392.7000.46110	INTEREST	13,400.00	0.00	0.00	0.00	13,400.00	0.00
392.7000.46200	FISCAL AGENT CHARGES	0.00	176.00	0.00	0.00	(176.00)	0.00
CAPITAL OUTLAY		5,948,400.00	176.00	0.00	0.00	5,948,224.00	0.00
Total Dept 7000 - BONDS		5,948,400.00	176.00	155.00	155.00	5,948,069.00	0.01
TOTAL EXPENDITURES		5,948,400.00	176.00	155.00	155.00	5,948,069.00	0.01
Fund 392 - TIF BB2 ALATUS 40TH AV:							
TOTAL REVENUES		5,948,700.00	0.00	0.00	0.00	5,948,700.00	0.00
TOTAL EXPENDITURES		5,948,400.00	176.00	155.00	155.00	5,948,069.00	0.01
NET OF REVENUES & EXPENDITURES		300.00	(176.00)	(155.00)	(155.00)	631.00	110.33

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 393 - TIF BB6 ALATUS 4300 CENTRAL							
Expenditures							
Dept 7000 - BONDS							
CAPITAL OUTLAY							
393.7000.46210	MISCELLANEOUS FISCAL CHARGES	0.00	0.00	1,000.00	1,000.00	(1,000.00)	100.00
CAPITAL OUTLAY		0.00	0.00	1,000.00	1,000.00	(1,000.00)	100.00
Total Dept 7000 - BONDS		0.00	0.00	1,000.00	1,000.00	(1,000.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	1,000.00	1,000.00	(1,000.00)	100.00
Fund 393 - TIF BB6 ALATUS 4300 CENTRAL:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	1,000.00	1,000.00	(1,000.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(1,000.00)	(1,000.00)	1,000.00	100.00

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - EDA REDEVELOPMENT PROJECT FD							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
408.0000.31012	HRA CURRENT AD VALOREM	235,000.00	0.00	0.00	5,079.18	229,920.82	2.16
408.0000.31014	AREA WIDE TAX	75,000.00	0.00	0.00	(353.25)	75,353.25	(0.47)
408.0000.31020	DELNQ. AD VALOREM	0.00	0.00	0.00	(4,613.07)	4,613.07	100.00
TAXES		310,000.00	0.00	0.00	112.86	309,887.14	0.04
Total Dept 0000 - NON-DEPARTMENTAL		310,000.00	0.00	0.00	112.86	309,887.14	0.04
TOTAL REVENUES		310,000.00	0.00	0.00	112.86	309,887.14	0.04
Expenditures							
Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
OTHER SERVICES & CHARGES							
408.6314.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	219.00	219.00	(219.00)	100.00
408.6314.44300	MISC. CHARGES	0.00	0.00	298.89	298.89	(298.89)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	517.89	517.89	(517.89)	100.00
CAPITAL OUTLAY							
408.6314.45110	LAND	0.00	0.00	0.00	15,000.00	(15,000.00)	100.00
CAPITAL OUTLAY		0.00	0.00	0.00	15,000.00	(15,000.00)	100.00
Total Dept 6314 - ECONOMIC DEVELOPMENT AUTH		0.00	0.00	517.89	15,517.89	(15,517.89)	100.00
Dept 6414 - COMMERCIAL REVITALIZATION							
OTHER SERVICES & CHARGES							
408.6414.43050	EXPERT & PROFESSIONAL SERV.	0.00	(50,261.00)	66,411.00	66,411.00	(16,150.00)	100.00
408.6414.44600	LOANS & GRANTS	100,000.00	0.00	0.00	0.00	100,000.00	0.00
OTHER SERVICES & CHARGES		100,000.00	(50,261.00)	66,411.00	66,411.00	83,850.00	16.15
CAPITAL OUTLAY							
408.6414.45110	LAND	210,000.00	0.00	0.00	0.00	210,000.00	0.00
CAPITAL OUTLAY		210,000.00	0.00	0.00	0.00	210,000.00	0.00
Total Dept 6414 - COMMERCIAL REVITALIZATION		310,000.00	(50,261.00)	66,411.00	66,411.00	293,850.00	5.21
TOTAL EXPENDITURES		310,000.00	(50,261.00)	66,928.89	81,928.89	278,332.11	10.22
Fund 408 - EDA REDEVELOPMENT PROJECT FD:							
TOTAL REVENUES		310,000.00	0.00	0.00	112.86	309,887.14	0.04
TOTAL EXPENDITURES		310,000.00	(50,261.00)	66,928.89	81,928.89	278,332.11	
NET OF REVENUES & EXPENDITURES		0.00	50,261.00	(66,928.89)	(81,816.03)	31,555.03	1

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 02/29/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 02/29/24	YTD BALANCE 02/29/2024	UNENCUMBERED BALANCE	% BDGT USED
TOTAL REVENUES - ALL FUNDS		7,484,000.00	0.00	0.00	293,403.38	7,190,596.62	3.92
TOTAL EXPENDITURES - ALL FUNDS		7,371,400.00	(46,716.70)	98,677.85	309,111.70	7,109,005.00	3.56
NET OF REVENUES & EXPENDITURES		112,600.00	46,716.70	(98,677.85)	(15,708.32)	81,591.62	27.54



<b>AGENDA SECTION</b>	<b>BUSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>04/01/2024</b>

<b>ITEM:</b>	<b>Façade Improvement Grant Report The Golden Nuts, 4801 Central Ave NE</b>	
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b> Mitchell Forney 3-15-24

**BACKGROUND:**

This report pertains to The Golden Nuts 2024 Façade Improvement Grant application for their new location at 4801 Central Ave NE. The nuts, candy and international market seeks to add a sign to their storefront and has obtained three bids, with the lowest being \$10,551.81. At this cost, they are eligible for the full \$5,000 grant. Community Development Staff recommend funding the project in full. The addition of The Golden Nuts will bring increased foot traffic to the area and fill one of the city’s recently vacated store fronts. Renderings of the proposed sign and bids are included in the attached application.

The EDA has received a couple of Façade applications for 2023 and 2024. Staff will look into Installing cameras later this year on priority businesses. The EDA has already approved \$4,750 this year with \$15,000 being asked for at this meeting. This leaves \$30,250 in Façade Grant funds for the remainder of the year.

<b>RECOMMENDED MOTION(S):</b>
<b>MOTION:</b> Move to waive the reading of Resolution 2024-08, there being ample copies available to the public.
<b>MOTION:</b> Move to adopt Resolution 2024-08, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with The Golden Nuts.

**ATTACHMENT(S):**

1. Resolution 2024-08
2. Sample Façade Improvement Grant Agreement
3. The Golden Nuts Application

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FAÇADE IMPROVEMENT GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO FAÇADE IMPROVEMENT GRANT AGREEMENT WITH THE GOLDEN NUTS**

**WHEREAS**, the City of Columbia Heights (the “City”) and the Columbia Heights Economic Development Authority (the “Authority”) have collaborated to create a certain Façade Improvement Grant Program (the “Program”); and

**WHEREAS**, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial property owners and/or tenants for the purposes of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity along Central Avenue Northeast, in the City’s Business districts, pursuant to a Façade Improvement Grant Agreement with various property owners and/or tenants; and

**WHEREAS**, pursuant to the Program, the City is to coordinate a surveillance camera monitoring program by placing surveillance cameras on some of the storefronts that are part of the Program for the purposes of improving public safety in and around the Central Business District; and

**WHEREAS**, the Authority has thoroughly reviewed copies of the proposed form of the Grant Agreement.

**NOW, THEREFORE BE IT RESOLVED** that, after appropriate examination and due consideration, the Authority

1. approves the form and substance of the grant agreement, and approves the Authority entering into the agreement with The Golden Nuts
2. that the City Manager, as the Executive Director of the Authority, is hereby authorized, empowered, and directed for and on behalf of the Authority to enter into the grant agreement.
3. that the City Manager, as the Executive Director of the Authority, is hereby authorized and directed to execute and take such action as they deem necessary and appropriate to carry out the purpose of the foregoing resolution.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Adopted this 1<sup>st</sup> day of April, 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary



## FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“**Agreement**”), dated this 4<sup>th</sup> day of May, 2022 (the “**Effective Date**”), is entered into by and between The Golden Nuts a Minnesota Corporation (the “**Grantee**”), and the Columbia Heights Economic Development Authority (the “**EDA**”).

### RECITALS

WHEREAS, Grantee is the owner of certain Property located at 4801 Central Ave NE in the City of Columbia Heights (the “**City**”), Anoka County, Minnesota, and legally described in Exhibit A hereto (the “**Property**”);

WHEREAS, the EDA, in cooperation with the City and its police department, has instituted a Façade Improvement Grant Program (the “**Program**”) for the purpose of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity;

WHEREAS, as part of the Program, the EDA has proposed to make grants of money in the maximum amount of \$5,000.00 per parcel of real property, to property owners, tenants, or nonprofit organizations, in order to revitalize, rehabilitate, and restore exterior store fronts within the Central Business District in the City (the “**CBD**”), increase business vitality and economic performance in the CBD, and in certain instances, to provide monitored surveillance within the CBD; and

WHEREAS, Grantee desires to participate in the Program, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Property Improvements: Grantee agrees to complete the improvements at the Property that are identified on Exhibit B attached hereto (the “**Improvements**”), subject to the following terms and conditions:
  - a. If requested by the EDA, Grantee shall provide plans and specifications to the EDA, detailing the Improvements to be constructed (the “**Plans**”). If Grantee wishes to revise the Plans, Grantee must submit the revised Plans to the EDA at the address provided herein. The EDA shall give written notice of its approval or disapproval of the revisions to the Plans, and if the EDA does not give such written approval or disapproval within ten (10) business days after receipt of Grantee’s revised Plans, the EDA shall be deemed to have approved the revisions to the Plans.
  - b. The Improvement shall be constructed consistently with the Plans, as the same may be revised pursuant to Section 1(a) herein. The cost to complete

construction of the Improvements shall be defined as the “**Improvement Costs.**” The Improvements shall be completed in a first-class manner, consistent with the Plans, if any, and in compliance with all applicable laws, rules, and regulations. Grantee shall obtain all required permits and approvals from the City and any other governing authority with jurisdiction over the Property related to the construction of the Improvements. The out-of-pocket costs for such permitting and approvals shall be the responsibility of Grantee, provided the same shall be included in the definition of “Improvement Costs,” and subject to the provisions of Section 2 of this Agreement.

- c. Grantee agrees to commence the Improvements within sixty (60) days following the Effective Date, and to complete the Improvements within six (6) months following the issuance of all necessary building permits, but in no event later than eight (8) months following the Effective Date.
2. Payment of Grant Funds: Grantee shall be responsible for making initial payment to all contractors involved in the construction of the Improvements. Upon final completion of the Improvements, Grantee shall make a written request to the EDA for reimbursement of one-half (1/2) of the actual Improvement Costs incurred by Grantee, but in no event shall the reimbursement exceed Five Thousand Dollars (\$5,000.00). The written request shall include:
- a. Proof of final inspection of the Improvements by the City building inspector;
  - b. Before and after photographs of the Property, reflecting the Improvements made (as well as follow-up transmission of electronic files of such photographs), and reflecting that the Improvements were completed consistently with any approved Plans;
  - c. A copy of the final invoice(s) received from the contractor(s) who completed the Improvements; and
  - d. Proof of payment of invoice(s) that comprised the Improvement Costs.

Following Grantee’s written request for reimbursement, Grantee shall cooperate with the EDA in delivering to the EDA such follow-up information as is reasonably requested by the EDA in order to review the Improvements and Improvement Costs reimbursement request. Within twenty-one (21) days following receipt of Grantee’s written request for reimbursement of Improvement Costs, the EDA shall: (i) make payment of the reimbursement, (ii) send Grantee written explanation of such other items of information as are needed by the EDA to evaluate the reimbursement request, or (iii) send Grantee written explanation of the EDA’s reasons for denial of repayment of any of Grantee’s requested reimbursement.

3. Liability for Improvements: Neither the City nor the EDA shall in any event be liable to the Grantee, nor to any of its agents, employees, guests or invitees at the Property for, and the Grantee shall indemnify, save, defend, and hold harmless the City and the EDA from, any claims or causes of action, including attorney’s fees incurred by the City or the EDA, arising from defect or claimed defect of any of the Improvements,

or arising from any action of the City or the EDA under this Agreement. This section shall survive the termination or expiration of this Agreement.

- 4. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

<p><u>If to the EDA:</u></p> <p>Columbia Heights EDA  Community Development Department  590 40<sup>th</sup> Avenue N.E.  Columbia Heights, MN 55421</p>	<p><u>If to Grantee:</u></p> <p>The Golden Nuts  Attn: Joe Rammouni  4801 Central Ave NE  Columbia Heights, MN 55421</p>
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- 5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the subject matter contained herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

*[Signatures to Appear on Following Page]*

IN WITNESS WHEREOF, Grantee and the EDA have signed this Agreement as of the day and year first above written.

**GRANTEE:**

The Golden Nuts  
a Minnesota Corporation

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

Name: \_\_\_\_\_

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

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

**EDA:**

COLUMBIA HEIGHTS ECONOMIC  
DEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

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

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

**EXHIBIT A****LEGAL DESCRIPTION OF PROPERTY**

S 140 FT OF N 290 FT OF THAT PRT OF NW1/4 OF SW1/4 DESC AS FOL: BEG AT A PT ON W LINE OF SD 1/4,1/4 626.01 FT N OF SW COR THEREOF, TH N ALG SD W LINE 303 FT +OR- TO A PT 383 FT S OF NW COR OF SD 1/4,1 /4, TH E AT RT ANG 354.33 FT, TH S PRL/W SD W LINE 305.68 FT +OR- TO INTER/W A LINE THRU POB & PRL/W S LINE OF SD 1/4, 1/4, TH W ALG SD PRL LINE 354.33 FT TO POB EX RD SUBJ TO EASE OF REC

**EXHIBIT B**

**PROPERTY IMPROVEMENTS SUBJECT TO 50% REIMBURSEMENT**

This attachment contains a summary of the project identified in the application for the Façade Improvement Grant Program. The Summary reflects the Grantee’s proposed project as approved by the EDA on April 1<sup>st</sup>, 2024, and may reflect minor changes to the total cost and minor changes in the proposed project that occurred subsequent to application submission. The application is incorporated into this grant agreement by reference and is made a part of this grant agreement as follows. If the application or any provision in this application conflicts with or is inconsistent with other provisions of this agreement or the project summary contained in this Attachment B, the terms and descriptions contained in this grant agreement and the project summary shall prevail.

Project summary: Build and install signage totaling an amount equal to \$10,552.

# FACADE IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY:

DATE RECEIVED: 03/01/24	AMOUNT REQUESTED: \$10,000
DATE REVIEWED:	TAX ID NUMBER:

**PROPERTY OWNER INFORMATION**  Check if Applicant

Name: Sadiq Punjani Year Purchased: \_\_\_\_\_  
 Address: 34321 Myrtle Lane Union City, CA, 94587  
 Telephone: (612) 490-9161 Email Address: Spunjani@aol.com

**BUSINESS INFORMATION**  Check if Applicant

Business Name: The golden nuts  
 Primary Contact: 612-772-7777  
 Address: 4801 central ave NE 200 Columbia Heights, Minnesota 55421  
 Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Type of Business: Nuts store and international market

Check the appropriate type of ownership:

- The business owns the property  The business leases the property

**PROPOSED IMPROVEMENTS**

Describe the Storefront Façade Improvements:

We going to install an outdoor light up sign it have the stored name and information on it  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe any other improvements, if applicable:

From outside this is the only improvement from inside is painting, installing new flooring  
And install wood fixtures for the displays  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated Cost of Improvements: Estimated cost for the sign outside it's around \$10,000

Have you engaged the services of a Contractor, Designer, or Architect:  Yes  No

Would you be able to complete the improvements this year:  Yes  No

Would you allow the placement of surveillance cameras on your property or business:  Yes  No

**APPLICATION PROCESS**

**1. The following documents must accompany a completed application:**

- a. Proof of property ownership or lease.
- b. Written consent from the property owner giving permission to conduct the façade improvements.
- c. Color photographs of existing storefront façade conditions.
- d. Two or more competitive proposals from contractors.
- e. Other supporting documentation deemed necessary by the Columbia Heights Economic Development Authority (the “EDA”), the Columbia Heights Police Department, or the Applicant.

**2. Process after application submission:**

- a. A meeting will take place to go over the submitted improvement proposal to discuss grant expectations and to address grant concerns.
- b. The grant recipient or its contractor must commence the improvements sixty (60) days after an approved Grant Agreement.
- c. After façade improvements are complete, the grant funds will be disbursed for reimbursement to the applicant after all of the following pieces of information have been submitted: Proof of Final Inspection by the Building Official or his or her designee, A copy of the Final Invoice Received from Contractor, Photographs of improvements, Proof of Payment to the Contractor (i.e. receipt, invoice, etc.)

**APPLICANT ACKNOWLEDGEMENTS**

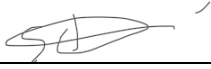
- 1. The Applicant shall hold the EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
- 2. The Applicant recognizes and agrees that the EDA retains absolute authority and discretion to decide whether or not to accept or deny any particular Grant Application, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
- 3. The Applicant acknowledges that they have read the Façade Improvement Grant Program and Design Guidelines, and understands that if the proposal is approved, they will make the above referenced improvements to the property within the specific time allowed. Additionally, if identified by the Police Department that an Applicant qualifies for the installation of surveillance cameras, the Applicant shall be required to allow the City to place surveillance cameras on the front façade of certain buildings.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

  
\_\_\_\_\_  
APPLICANT’S SIGNATURE

03/01/24  
\_\_\_\_\_  
DATE





03/01/24

PROPERTY OWNER'S SIGNATURE

DATE

## PROGRAM OVERVIEW

In a collaborative effort with the Columbia Heights Police Department (the "CHPD"), the Columbia Heights Economic Development Authority (the "EDA") offers a Façade Improvement Grant Program (the "Grant Program"). The purpose of the Grant Program is to encourage businesses and commercial property owners to revitalize, rehabilitate, and restore exterior store fronts, but also for the CHPD to provide monitored surveillance in the City to reduce the incident rate of criminal activity, as well as increase business vitality and economic performance. The Grant Program reimburses businesses or commercial property owners for eligible improvements up to fifty percent (50%) of the total project cost; for a maximum reimbursement of \$5,000. Moreover, if determined by the CHPD that an exterior surveillance system is warranted, the EDA will install surveillance equipment to monitor adjacent businesses and properties, as well as parks and open spaces.

### ELIGIBLE APPLICANTS

Applicants must be an owner of a commercial property, a commercial tenant with approval from the property owner(s), or a 501(c)(3) organization in the City of Columbia Heights (the "City") located along 37<sup>th</sup> Avenue NE, 37<sup>th</sup> Place NE, 40<sup>th</sup> Avenue NE, University Avenue NE, or Central Avenue NE. Applicants must be in good standing with the City, including but not limited to, legally operating with proper licensure; and current on property taxes, utility bills, and special assessments.

### ELIGIBLE FAÇADE IMPROVEMENTS

Façade improvements must be visible from a public street, completed by a licensed contractor, and comply with one or more of the following eligible façade improvements:

- Architectural Improvements
- Canopy or Awning Installation or Repair
- Exterior lighting
- Exterior Painting, Re-siding, or Professional Cleaning
- Green Façade Improvement (i.e. Living Wall, ecofriendly [non-VOC] paint, reclaimed wood, etc.)
- Installation of New or Renovated Attached Signage (Excluding LED)
- Masonry Repairs or Tuck-pointing
- Replacement of Windows and Doors
- Restoration of Exterior Finishes and Materials
- Any other exterior façade improvement physically attached to the primary structure approved by the EDA

Please note: Labor costs of a contractor, including necessary design work are eligible costs for reimbursement through the Grant Program. Ineligible costs include, but are not limited to, new construction, interior renovations, repair or replacement of a roof, improvements to an alley façade, improvements started prior to receiving a signed grant agreement from the EDA, and any other improvements not listed above.

### EXTERIOR SURVEILLANCE SYSTEM IMPROVEMENTS

The CHPD shall review all Grant Program applications submitted to determine if the installation of an exterior surveillance system is warranted. If it is determined that an exterior surveillance system is warranted, the applicant will then be required to enter into a Lease Agreement with the EDA. The Lease Agreement will allow the EDA to (1) install security cameras on the exterior of the primary structure; (2) install recording equipment

Visual Solutions to Grow Your Business  
www.kingsignsmn.com

Payment Terms: Cash Customer

**Created Date:** 3/4/2024

**DESCRIPTION:** Exterior Channel Letter Sign

**Bill To:** The Golden Nuts  
4801 Central Ave NE  
Columbia Heights, MN 55421  
US

**Installed:** The Golden Nuts  
4801 Central Ave NE  
Columbia Heights, MN 55421  
US

**Requested By:** Joe Rammouni  
Email: joerammouni@gmail.com

**Salesperson:** Ben King

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Production File Creation	1	\$250.00	\$250.00
2	Channel Letters "THE" - 9"t "GOLDEN NUTS" - 24"t  Sign Faces: - 9"t & 24"t " Face Lit Upper Case Channel Letters, 2 logo boxes & a 216"w x 12"t Pill Box - 3/16" White Translucent Acrylic with Single Color of Translucent Vinyl First Surface  Applied to Faces (Reverse Weeded Text on Pill Box) - Closest Vinyl Matches to Customer Branding: Trim Cap: - 1" Trim Cap Painted to Match Sign Faces Return: - 3" on Letters 7" Deep Pill Box - .040 Aluminum Pre-Finished White Aluminum Painted to Match Sign Faces *Inside White For Maximum LED Illumination. Backers: - .063 Pre-Finished White Aluminum Backer Illumination: - White LED Modules Mounted to Inside of Backer with Double Sided VHB Tape and Silicone as Needed Power Supply: - Self Contained 120V. - Timer Supplied By Client At Electrical Panel. * Electrical Connection by Others. Raceway: - 7" x 4 3/8" (deep) x 120" Extruded Raceway Painted to match building & Flush Mounted to Exterior Wall Surface with 2" Adjustable Mounting Clips, 3/8" Lag Bolts,	1	\$4,657.00	\$4,657.00

	Corresponding Anchors and Silicon as Needed. - 1" Conduit between I and Dot to Connect and Painted to Match Raceway. Paper Mounting Pattern to be Provided.			Item 3.
3	Logo Boxes & Pill Box 24" oval logo box with full color graphic 84" pill box with full color arabic text 216"w x 12"t pill box "FRESH NUTS * COFFEE * SWEET * ETC	1	\$3,500.00	\$3,500.00
4	Raceways 30 linear feet of raceway - painted to match building	1	\$2,000.00	\$2,000.00
5	Installation - does not include final electrical	1	\$2,400.00	\$2,400.00
6	Sign Permit Acquisition	1	\$150.00	\$150.00
7	Columbia Heights Sign Permit - added to final invoice at no mark up	1	\$0.00	\$0.00

<b>Subtotal:</b>	\$12,957.00
<b>Taxes:</b>	\$1,040.57
<b>Grand Total:</b>	\$13,997.57

Estimates are valid for 30 calendar days from the stated date at the top of the estimate, unless otherwise communicated. Proofing will begin after receipt of signed estimate and the required down payment is received. King Signs, Graphics & Imaging requires a 50% deposit and at times may request the entire payment up front.

Turnaround times will be stated up front by your sales representative. Turnaround times listed are only for estimating purposes and are not a guarantee of delivery or installation date for any project. Due dates are dependent on final proof approvals.

Please contact your sales representative with questions.

Once an estimate becomes an invoice, it can be paid via check, ACH or credit card. All credit card transactions will have a 3.5% fee added to offset bank charges.

Please contact King Signs for ACH information.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank You for choosing King Signs, Graphics & Imaging. We look forward to fulfilling your request



**Veo Sign inc.**  
**6353 Matin Ave. Ne.**  
**Otsego, MN 55301**  
**(612)743-8468**  
**veosign@gmail.com**

DATE	ESTIMATE #INVOICE
03-04-2024	tgn3424-2
Quote for	
Location:4801 Central Ave Ne suite #200 Columbia Heights, MN 55421	

Item	DESCRIPTION	QTY	AMOUNT
Sign	1-set Internal lit leds Raceway mount Wall signage	1	\$6,750.00
Sign	Sign Installation	1	\$3,500.00
Sign	Sign permit	1	\$250.00
Sign	Electrician-not included. Will use existing if have.	1	By other
½ down payment to start. \$5,482.03		Sub total	\$10,500.00
		6.785% Tax	\$464.06
		Total	\$10,964.06









<b>AGENDA SECTION</b>	<b>BUSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>04/01/2024</b>

<b>ITEM:</b>	<b>Façade Improvement Grant Report 852 40<sup>th</sup> Ave NE</b>	
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b> Mitchell Forney 3-14-24

**BACKGROUND:**

This report pertains to the 2024 Façade Improvement Grant application for 852 40<sup>th</sup> Ave NE. The new owners are applying for the façade grant to restore the buildings openings in preparation for a coffee shop. The previous owner had boarded up the windows and doors of the building, which now need to be replaced. The bid to replace the windows and doors came in at \$24,142.94 which is well above the amount needed for a full \$5,000 grant. Community Development Staff recommend funding the project in full. Getting a business in to 852 40<sup>th</sup>, which has been vacant for a long time, is a great addition to the corridor. Improving the windows and doors will have an immediate effect on the look of that corner.

The EDA has received a couple of Façade applications for 2023 and 2024. Staff will look into installing cameras later this year on priority businesses. The EDA has already approved \$4,750 this year with \$15,000 being asked for at this meeting. This leaves \$30,250 in Façade Grant funds for the remainder of the year.

<b>RECOMMENDED MOTION(S):</b>
<b>MOTION:</b> Move to waive the reading of Resolution 2024-09, there being ample copies available to the public.
<b>MOTION:</b> Move to adopt Resolution 2024-09, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with Holly and Nicole Tuhake.

**ATTACHMENT(S):**

1. Resolution 2024-09
2. Sample Façade Improvement Grant Agreement
3. 852 40<sup>th</sup> Application



**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FAÇADE IMPROVEMENT GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO FAÇADE IMPROVEMENT GRANT AGREEMENT WITH HOLLY AND NICOLE TUHAKE**

**WHEREAS**, the City of Columbia Heights (the “City”) and the Columbia Heights Economic Development Authority (the “Authority”) have collaborated to create a certain Façade Improvement Grant Program (the “Program”); and

**WHEREAS**, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial property owners and/or tenants for the purposes of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity along Central Avenue Northeast, in the City’s Business districts, pursuant to a Façade Improvement Grant Agreement with various property owners and/or tenants; and

**WHEREAS**, pursuant to the Program, the City is to coordinate a surveillance camera monitoring program by placing surveillance cameras on some of the storefronts that are part of the Program for the purposes of improving public safety in and around the Central Business District; and

**WHEREAS**, the Authority has thoroughly reviewed copies of the proposed form of the Grant Agreement.

**NOW, THEREFORE BE IT RESOLVED** that, after appropriate examination and due consideration, the Authority

1. approves the form and substance of the grant agreement, and approves the Authority entering into the agreement with Holly and Nicole Tuhake
2. that the City Manager, as the Executive Director of the Authority, is hereby authorized, empowered, and directed for and on behalf of the Authority to enter into the grant agreement.
3. that the City Manager, as the Executive Director of the Authority, is hereby authorized and directed to execute and take such action as they deem necessary and appropriate to carry out the purpose of the foregoing resolution.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Adopted this 1<sup>st</sup> day of April, 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary



## FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“**Agreement**”), dated this \_\_\_ day of April, 2024 (the “**Effective Date**”), is entered into by and between Holly and Nicole Tuhake, the property owners (the “**Grantee**”), and the Columbia Heights Economic Development Authority (the “**EDA**”).

### RECITALS

WHEREAS, Grantee is the owner of certain Property located at 852 40<sup>th</sup> Ave NE in the City of Columbia Heights (the “**City**”), Anoka County, Minnesota, and legally described in Exhibit A hereto (the “**Property**”);

WHEREAS, the EDA, in cooperation with the City and its police department, has instituted a Façade Improvement Grant Program (the “**Program**”) for the purpose of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity;

WHEREAS, as part of the Program, the EDA has proposed to make grants of money in the maximum amount of \$5,000.00 per parcel of real property, to property owners, tenants, or nonprofit organizations, in order to revitalize, rehabilitate, and restore exterior store fronts within the Central Business District in the City (the “**CBD**”), increase business vitality and economic performance in the CBD, and in certain instances, to provide monitored surveillance within the CBD; and

WHEREAS, Grantee desires to participate in the Program, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Property Improvements: Grantee agrees to complete the improvements at the Property that are identified on Exhibit B attached hereto (the “**Improvements**”), subject to the following terms and conditions:
  - a. If requested by the EDA, Grantee shall provide plans and specifications to the EDA, detailing the Improvements to be constructed (the “**Plans**”). If Grantee wishes to revise the Plans, Grantee must submit the revised Plans to the EDA at the address provided herein. The EDA shall give written notice of its approval or disapproval of the revisions to the Plans, and if the EDA does not give such written approval or disapproval within ten (10) business days after receipt of Grantee’s revised Plans, the EDA shall be deemed to have approved the revisions to the Plans.
  - b. The Improvement shall be constructed consistently with the Plans, as the same may be revised pursuant to Section 1(a) herein. The cost to complete

construction of the Improvements shall be defined as the “**Improvement Costs.**” The Improvements shall be completed in a first-class manner, consistent with the Plans, if any, and in compliance with all applicable laws, rules, and regulations. Grantee shall obtain all required permits and approvals from the City and any other governing authority with jurisdiction over the Property related to the construction of the Improvements. The out-of-pocket costs for such permitting and approvals shall be the responsibility of Grantee, provided the same shall be included in the definition of “Improvement Costs,” and subject to the provisions of Section 2 of this Agreement.

- c. Grantee agrees to commence the Improvements within sixty (60) days following the Effective Date, and to complete the Improvements within six (6) months following the issuance of all necessary building permits, but in no event later than eight (8) months following the Effective Date.
2. Payment of Grant Funds: Grantee shall be responsible for making initial payment to all contractors involved in the construction of the Improvements. Upon final completion of the Improvements, Grantee shall make a written request to the EDA for reimbursement of one-half (1/2) of the actual Improvement Costs incurred by Grantee, but in no event shall the reimbursement exceed Five Thousand Dollars (\$5,000.00). The written request shall include:
- a. Proof of final inspection of the Improvements by the City building inspector;
  - b. Before and after photographs of the Property, reflecting the Improvements made (as well as follow-up transmission of electronic files of such photographs), and reflecting that the Improvements were completed consistently with any approved Plans;
  - c. A copy of the final invoice(s) received from the contractor(s) who completed the Improvements; and
  - d. Proof of payment of invoice(s) that comprised the Improvement Costs.

Following Grantee’s written request for reimbursement, Grantee shall cooperate with the EDA in delivering to the EDA such follow-up information as is reasonably requested by the EDA in order to review the Improvements and Improvement Costs reimbursement request. Within twenty-one (21) days following receipt of Grantee’s written request for reimbursement of Improvement Costs, the EDA shall: (i) make payment of the reimbursement, (ii) send Grantee written explanation of such other items of information as are needed by the EDA to evaluate the reimbursement request, or (iii) send Grantee written explanation of the EDA’s reasons for denial of repayment of any of Grantee’s requested reimbursement.

3. Liability for Improvements: Neither the City nor the EDA shall in any event be liable to the Grantee, nor to any of its agents, employees, guests or invitees at the Property for, and the Grantee shall indemnify, save, defend, and hold harmless the City and the EDA from, any claims or causes of action, including attorney’s fees incurred by the City or the EDA, arising from defect or claimed defect of any of the Improvements,

or arising from any action of the City or the EDA under this Agreement. This section shall survive the termination or expiration of this Agreement.

- 4. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

<u>If to the EDA:</u>  Columbia Heights EDA Community Development Department 590 40 <sup>th</sup> Avenue N.E. Columbia Heights, MN 55421	<u>If to Grantee:</u>  Holly and Nicole Tuhake 4215 Monroe St NE Columbia Heights, MN 55421
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- 5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the subject matter contained herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

*[Signatures to Appear on Following Page]*

IN WITNESS WHEREOF, Grantee and the EDA have signed this Agreement as of the day and year first above written.

**GRANTEE:**

Holly and Nicole Tuhake  
the Property Owners

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

Name: \_\_\_\_\_

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

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

**EDA:**

COLUMBIA HEIGHTS ECONOMIC  
DEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

COLUMBIA HEIGHTS ANNEX TO MINNEAPOLIS, ANOKA COUNTY, MINNESOTA E 24  
FT OF N 35 FT OF N 62 1/2 FT OF LOT 1 BLK 63 COL HTS ANNEX

**EXHIBIT B****PROPERTY IMPROVEMENTS SUBJECT TO 50% REIMBURSEMENT**

This attachment contains a summary of the project identified in the application for the Façade Improvement Grant Program. The Summary reflects the Grantee's proposed project as approved by the EDA on April 1<sup>st</sup>, 2024, and may reflect minor changes to the total cost and minor changes in the proposed project that occurred subsequent to application submission. The application is incorporated into this grant agreement by reference and is made a part of this grant agreement as follows. If the application or any provision in this application conflicts with or is inconsistent with other provisions of this agreement or the project summary contained in this Attachment B, the terms and descriptions contained in this grant agreement and the project summary shall prevail.

Project summary: remove and replace boarded up openings with new windows and doors windows totaling an amount equal to \$24,142.94

THE CITY OF COLUMBIA HEIGHTS

FACADE IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY:

COMMUNITY DEVELOPMENT

DATE RECEIVED:	AMOUNT REQUESTED:
DATE REVIEWED:	TAX ID NUMBER:

PROPERTY OWNER INFORMATION  Check if Applicant

Name: Holly Tuhake Year Purchased: 2024  
 Address: 4125 Monroe St NE, Co. Heights NW 55421  
 Telephone: 651-295-3987 Email Address: heightscoffeebar@gmail.com

BUSINESS INFORMATION  Check if Applicant

Business Name: Holly and Nicole Tuhake, 852 40th Ave NE  
 Primary Contact: Holly Tuhake  
 Address: 852/850 40th Ave NE  
 Telephone: 651-295-3987 Email Address: heightscoffeebar@gmail.com  
 Type of Business: Landlord to coffee shop

Check the appropriate type of ownership:

- The business owns the property
- The business leases the property

PROPOSED IMPROVEMENTS

Describe the Storefront Façade Improvements:

New Windows, restoring original openings  
New Doors, restoring original openings

Describe any other improvements, if applicable:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated Cost of Improvements: \$24,142.94

Have you engaged the services of a Contractor, Designer, or Architect:  Yes  No

Would you be able to complete the improvements this year:

Yes  No

Would you allow the placement of surveillance cameras on your property or business:

Yes  No

**APPLICATION PROCESS**

**1. The following documents must accompany a completed application:**

- a. Proof of property ownership or lease. ✓
- b. Written consent from the property owner giving permission to conduct the façade improvements. *N/A*
- c. Color photographs of existing storefront façade conditions. *encl.?*
- d. Two or more competitive proposals from contractors. ✓
- e. Other supporting documentation deemed necessary by the Columbia Heights Economic Development Authority (the "EDA"), the Columbia Heights Police Department, or the Applicant.

**2. Process after application submission:**

- a. A meeting will take place to go over the submitted improvement proposal to discuss grant expectations and to address grant concerns.
- b. The grant recipient or its contractor must commence the improvements sixty (60) days after an approved Grant Agreement.
- c. After façade improvements are complete, the grant funds will be disbursed for reimbursement to the applicant after all of the following pieces of information have been submitted: Proof of Final Inspection by the Building Official or his or her designee, A copy of the Final Invoice Received from Contractor, Photographs of improvements, Proof of Payment to the Contractor (i.e. receipt, invoice, etc.)

**APPLICANT ACKNOWLEDGEMENTS**

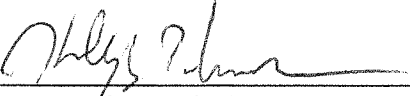
- 1. The Applicant shall hold the EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
- 2. The Applicant recognizes and agrees that the EDA retains absolute authority and discretion to decide whether or not to accept or deny any particular Grant Application, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
- 3. The Applicant acknowledges that they have read the Façade Improvement Grant Program and Design Guidelines, and understands that if the proposal is approved, they will make the above referenced improvements to the property within the specific time allowed. Additionally, if identified by the Police Department that an Applicant qualifies for the installation of surveillance cameras, the Applicant shall be required to allow the City to place surveillance cameras on the front façade of certain buildings.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

  
APPLICANT'S SIGNATURE

3/11/2024  
DATE



  
PROPERTY OWNER'S SIGNATURE

3/11/2024  
DATE

## PROGRAM OVERVIEW

In a collaborative effort with the Columbia Heights Police Department (the "CHPD"), the Columbia Heights Economic Development Authority (the "EDA") offers a Façade Improvement Grant Program (the "Grant Program"). The purpose of the Grant Program is to encourage businesses and commercial property owners to revitalize, rehabilitate, and restore exterior store fronts, but also for the CHPD to provide monitored surveillance in the City to reduce the incident rate of criminal activity, as well as increase business vitality and economic performance. The Grant Program reimburses businesses or commercial property owners for eligible improvements up to fifty percent (50%) of the total project cost; for a maximum reimbursement of \$5,000. Moreover, if determined by the CHPD that an exterior surveillance system is warranted, the EDA will install surveillance equipment to monitor adjacent businesses and properties, as well as parks and open spaces.

### ELIGIBLE APPLICANTS

Applicants must be an owner of a commercial property, a commercial tenant with approval from the property owner(s), or a 501(c)(3) organization in the City of Columbia Heights (the "City") located along 37<sup>th</sup> Avenue NE, 37<sup>th</sup> Place NE, 40<sup>th</sup> Avenue NE, University Avenue NE, or Central Avenue NE. Applicants must be in good standing with the City, including but not limited to, legally operating with proper licensure; and current on property taxes, utility bills, and special assessments.

### ELIGIBLE FAÇADE IMPROVEMENTS

Façade improvements must be visible from a public street, completed by a licensed contractor, and comply with one or more of the following eligible façade improvements:

- Architectural Improvements
- Canopy or Awning Installation or Repair
- Exterior lighting
- Exterior Painting, Re-siding, or Professional Cleaning
- Green Façade Improvement (i.e. Living Wall, ecofriendly [non-VOC] paint, reclaimed wood, etc.)
- Installation of New or Renovated Attached Signage (Excluding LED)
- Masonry Repairs or Tuck-pointing
- Replacement of Windows and Doors
- Restoration of Exterior Finishes and Materials
- Any other exterior façade improvement physically attached to the primary structure approved by the EDA

Please note: Labor costs of a contractor, including necessary design work are eligible costs for reimbursement through the Grant Program. Ineligible costs include, but are not limited to, new construction, interior renovations, repair or replacement of a roof, improvements to an alley façade, improvements started prior to receiving a signed grant agreement from the EDA, and any other improvements not listed above.

### EXTERIOR SURVEILLANCE SYSTEM IMPROVEMENTS

The CHPD shall review all Grant Program applications submitted to determine if the installation of an exterior surveillance system is warranted. If it is determined that an exterior surveillance system is warranted, the applicant will then be required to enter into a Lease Agreement with the EDA. The Lease Agreement will allow the EDA to (1) install security cameras on the exterior of the primary structure; (2) install recording equipment



3100 CALIFORNIA ST.  
N.E.MPLS, MN 55418

612-721-8722

Item 4.

# Estimate

Date	Estimate #
2/21/2024	22454

BILL TO
NICOLE TUHAKÉ 850 40TH AVE NE MPLS MN 55418

Job Address	
P.O. No.	Tel. Number
	612-437-0302

Item	Description	Qty	COST	Total
C.M	COMMERCIAL METAL DOORS 39 1/2 X 84 AND 39 1/2 X 86	2	4,270.06	8,540.12T
C.M	COMMERCIAL METAL WINDOWS 1 31 3/4 X 42	1	1,105.62	1,105.62T
C.M	COMMERCIAL METAL / 1 69 1/2 X 50	1	2,005.23	2,005.23T
C.M	COMMERCIAL METAL 2 55 X 57 1/2	2	1,803.50	3,607.00T
C.M	COMMERCIAL METAL 1 50 x 50	1	1,750.00	1,750.00T
L	LABOR is based on the openings being made ready for our frames. If we are getting the frames ready the cost will go up about 350 per opening.	7	450.00	3,150.00
	<i>350 x 7 = 2,450</i>			
	Estimates are honored for 30 days			

PLEASE SIGN FOR APPROVAL.  
NO WORK WILL BE DONE UNLESS SIGNED.  
CREDIT CARD REQUIRED TO HOLD ALL ORDERS  
3.99% surcharge added to all credit card and debit card payments.

SIGNATURE

<b>Subtotal</b>	\$20,157.97
<b>Sales Tax (9.025%)</b>	\$1,534.97
<b>Total</b>	\$21,692.94

*+ 2450*  
*\$ 24,142.94*

FAX	612-781-2393
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<b>AGENDA SECTION</b>	<b>BUSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>04/01/2024</b>

<b>ITEM:</b>	<b>Façade Improvement Grant Report Sarna’s Classic Grill, 3939 University Ave</b>	
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b> Mitchell Forney 3/14/24

**BACKGROUND:**

This report pertains to Sarna’s Classic Grill 2024 Façade Improvement Grant application for 3939 University Ave NE. The Restaurant is looking to replace their current awning with a mor sophisticated one. The proposed awning is electric and has boards that can rotate to block the sun or on cooler days be moved to allow for much needed sunlight. Due to the technical specification the Awning is offered by one company which has made it difficult for them to obtain additional bids. The bid comes in at \$54,260, which is well above the amount needed for the full \$5,000 grant. Community Development Staff recommend funding the project in full as it is a major upgrade to one of the City’s cornerstone businesses. Renderings of the proposed awning and its bid are included in the attached application.

The EDA has received a couple of Façade applications for 2023 and 2024. Staff will look into Installing cameras later this year on priority businesses. The EDA has already approved \$4,750 this year with \$15,000 being asked for at this meeting. This leaves \$30,250 in Façade Grant funds for the remainder of the year.

<b>RECOMMENDED MOTION(S):</b>
<b>MOTION:</b> Move to waive the reading of Resolution 2024-10, there being ample copies available to the public.
<b>MOTION:</b> Move to adopt Resolution 2024-10, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with Sarna’s Classic Grill, Inc.

**ATTACHMENT(S):**

1. Resolution 2024-10
2. Sample Façade Improvement Grant Agreement
3. Sarna’s Classic Grill Application

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FAÇADE IMPROVEMENT GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO FAÇADE IMPROVEMENT GRANT AGREEMENT WITH SARNA’S CLASSIC GRILL, INC**

**WHEREAS**, the City of Columbia Heights (the “City”) and the Columbia Heights Economic Development Authority (the “Authority”) have collaborated to create a certain Façade Improvement Grant Program (the “Program”); and

**WHEREAS**, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial property owners and/or tenants for the purposes of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity along Central Avenue Northeast, in the City’s Business districts, pursuant to a Façade Improvement Grant Agreement with various property owners and/or tenants; and

**WHEREAS**, pursuant to the Program, the City is to coordinate a surveillance camera monitoring program by placing surveillance cameras on some of the storefronts that are part of the Program for the purposes of improving public safety in and around the Central Business District; and

**WHEREAS**, the Authority has thoroughly reviewed copies of the proposed form of the Grant Agreement.

**NOW, THEREFORE BE IT RESOLVED** that, after appropriate examination and due consideration, the Authority

1. approves the form and substance of the grant agreement, and approves the Authority entering into the agreement with Sarna’s Classic Grill, Inc
2. that the City Manager, as the Executive Director of the Authority, is hereby authorized, empowered, and directed for and on behalf of the Authority to enter into the grant agreement.
3. that the City Manager, as the Executive Director of the Authority, is hereby authorized and directed to execute and take such action as they deem necessary and appropriate to carry out the purpose of the foregoing resolution.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Adopted this 1<sup>st</sup> day of April, 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

## FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“**Agreement**”), dated this \_\_\_ day of April, 2024 (the “**Effective Date**”), is entered into by and between James Sarna, Sarna’s Classic Grill a Minnesota Corporation (the “**Grantee**”), and the Columbia Heights Economic Development Authority (the “**EDA**”).

### RECITALS

WHEREAS, Grantee is the owner of certain Property located at 3939 University Ave NE in the City of Columbia Heights (the “**City**”), Anoka County, Minnesota, and legally described in Exhibit A hereto (the “**Property**”);

WHEREAS, the EDA, in cooperation with the City and its police department, has instituted a Façade Improvement Grant Program (the “**Program**”) for the purpose of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity;

WHEREAS, as part of the Program, the EDA has proposed to make grants of money in the maximum amount of \$5,000.00 per parcel of real property, to property owners, tenants, or nonprofit organizations, in order to revitalize, rehabilitate, and restore exterior store fronts within the Central Business District in the City (the “**CBD**”), increase business vitality and economic performance in the CBD, and in certain instances, to provide monitored surveillance within the CBD; and

WHEREAS, Grantee desires to participate in the Program, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Property Improvements: Grantee agrees to complete the improvements at the Property that are identified on Exhibit B attached hereto (the “**Improvements**”), subject to the following terms and conditions:
  - a. If requested by the EDA, Grantee shall provide plans and specifications to the EDA, detailing the Improvements to be constructed (the “**Plans**”). If Grantee wishes to revise the Plans, Grantee must submit the revised Plans to the EDA at the address provided herein. The EDA shall give written notice of its approval or disapproval of the revisions to the Plans, and if the EDA does not give such written approval or disapproval within ten (10) business days after receipt of Grantee’s revised Plans, the EDA shall be deemed to have approved the revisions to the Plans.
  - b. The Improvement shall be constructed consistently with the Plans, as the same may be revised pursuant to Section 1(a) herein. The cost to complete



construction of the Improvements shall be defined as the “**Improvement Costs.**” The Improvements shall be completed in a first-class manner, consistent with the Plans, if any, and in compliance with all applicable laws, rules, and regulations. Grantee shall obtain all required permits and approvals from the City and any other governing authority with jurisdiction over the Property related to the construction of the Improvements. The out-of-pocket costs for such permitting and approvals shall be the responsibility of Grantee, provided the same shall be included in the definition of “Improvement Costs,” and subject to the provisions of Section 2 of this Agreement.

- c. Grantee agrees to commence the Improvements within sixty (60) days following the Effective Date, and to complete the Improvements within six (6) months following the issuance of all necessary building permits, but in no event later than eight (8) months following the Effective Date.
2. Payment of Grant Funds: Grantee shall be responsible for making initial payment to all contractors involved in the construction of the Improvements. Upon final completion of the Improvements, Grantee shall make a written request to the EDA for reimbursement of one-half (1/2) of the actual Improvement Costs incurred by Grantee, but in no event shall the reimbursement exceed Five Thousand Dollars (\$5,000.00). The written request shall include:
    - a. Proof of final inspection of the Improvements by the City building inspector;
    - b. Before and after photographs of the Property, reflecting the Improvements made (as well as follow-up transmission of electronic files of such photographs), and reflecting that the Improvements were completed consistently with any approved Plans;
    - c. A copy of the final invoice(s) received from the contractor(s) who completed the Improvements; and
    - d. Proof of payment of invoice(s) that comprised the Improvement Costs.

Following Grantee’s written request for reimbursement, Grantee shall cooperate with the EDA in delivering to the EDA such follow-up information as is reasonably requested by the EDA in order to review the Improvements and Improvement Costs reimbursement request. Within twenty-one (21) days following receipt of Grantee’s written request for reimbursement of Improvement Costs, the EDA shall: (i) make payment of the reimbursement, (ii) send Grantee written explanation of such other items of information as are needed by the EDA to evaluate the reimbursement request, or (iii) send Grantee written explanation of the EDA’s reasons for denial of repayment of any of Grantee’s requested reimbursement.

3. Liability for Improvements: Neither the City nor the EDA shall in any event be liable to the Grantee, nor to any of its agents, employees, guests or invitees at the Property for, and the Grantee shall indemnify, save, defend, and hold harmless the City and the EDA from, any claims or causes of action, including attorney’s fees incurred by the City or the EDA, arising from defect or claimed defect of any of the Improvements,

or arising from any action of the City or the EDA under this Agreement. This section shall survive the termination or expiration of this Agreement.

- 4. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

<u>If to the EDA:</u>  Columbia Heights EDA Community Development Department 3989 Central Avenue N.E. Columbia Heights, MN 55421	<u>If to Grantee:</u>  Sarna’s Classic Grill, Inc Attn: James Sarna 3939 University Ave NE Columbia Heights, MN 55421
---	--

- 5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the subject matter contained herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

*[Signatures to Appear on Following Page]*

IN WITNESS WHEREOF, Grantee and the EDA have signed this Agreement as of the day and year first above written.

**GRANTEE:**

Sarna's Classic Grill  
a Minnesota Corporation

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

Name: \_\_\_\_\_

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

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

**EDA:**

COLUMBIA HEIGHTS ECONOMIC  
DEVELOPMENT AUTHORITY

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

Name: \_\_\_\_\_

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

THAT PRT OF LOT 1 BLOCK 1 SARNAS ADDITION LYG WITHIN THE FOL  
DESC TRACT: THAT PRT OF LOT 1 BLK E REARRANGEMENT OF BLK E COL HTS  
ANNEX TO MPLS DESC AS FOL: COM AT SE COR OF SD LOT, TH NLY ALG W LINE  
OF LOOKOUT PLACE 90 FT, TH W TO A PT ON W LINE OF SD LOT 128 FT S OF N  
LINE OF SD LOT, TH S ALG SD W LINE TO S LINE THEREOF, TH E TO POB, SUBJ TO  
EASE OF REC

AND

LOT 1 BLOCK 1 SARNAS ADDITION, EX THAT PRT OF FOL DESC TRACT LYG  
WITHIN SD LOT: THAT PRT OF LOT 1 BLK 3 REARRANGEMENT OF BLOCK E COL  
HTS ANNEX TO MPLS DESC AS FOL: COM AT SE COR OF SD LOT 1, TH NLY ALG W  
LINE OF LOOKOUT PLACE 90 FT, TH W TO A PT ON W LINE OF SD LOT 128 FT S OF  
N LINE OF SD LOT, TH S ALG SD W LINE TO S LINE THEREOF, TH E TO POB, SUBJ  
TO EASE OF REC

**EXHIBIT B****PROPERTY IMPROVEMENTS SUBJECT TO 50% REIMBURSEMENT**

This attachment contains a summary of the project identified in the application for the Façade Improvement Grant Program. The Summary reflects the Grantee's proposed project as approved by the EDA on April 1<sup>st</sup>, 2024 and may reflect minor changes to the total cost and minor changes in the proposed project that occurred subsequent to application submission. The application is incorporated into this grant agreement by reference and is made a part of this grant agreement as follows. If the application or any provision in this application conflicts with or is inconsistent with other provisions of this agreement or the project summary contained in this Attachment B, the terms and descriptions contained in this grant agreement and the project summary shall prevail.

Project summary: remove and replace Exterior Patio Awning, University Ave side, \$54,260.00

# FACADE IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY:

DATE RECEIVED:	AMOUNT REQUESTED:
DATE REVIEWED:	TAX ID NUMBER:

**PROPERTY OWNER INFORMATION**  Check if Applicant

Name: Sarna's Inc. Year Purchased: 2006  
 Address: 3939 University Ave. NE. Columbia Heights MN  
 Telephone: 612.910.5566 Email Address: jimmys3224@gmail.com

**BUSINESS INFORMATION**  Check if Applicant

Business Name: Sarna's Classic Grill  
 Primary Contact: James Sarna  
 Address: 3939 University Ave. NE Columbia Heights MN  
 Telephone: 612.910.5566 Email Address: jimmys3224@gmail.com  
 Type of Business: Restaurant

Check the appropriate type of ownership:

- The business owns the property  The business leases the property

**PROPOSED IMPROVEMENTS**

Describe the Storefront Façade Improvements:

exterior patio awning replacement

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Describe any other improvements, if applicable:

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Estimated Cost of Improvements: \$ 54,260<sup>00</sup>

Have you engaged the services of a Contractor, Designer, or Architect:  Yes  No

Would you be able to complete the improvements this year:

Yes  No

Would you allow the placement of surveillance cameras on your property or business:

Yes  No

**APPLICATION PROCESS**

**1. The following documents must accompany a completed application:**

- a. Proof of property ownership or lease.
- b. Written consent from the property owner giving permission to conduct the façade improvements.
- c. Color photographs of existing storefront façade conditions.
- d. Two or more competitive proposals from contractors.
- e. Other supporting documentation deemed necessary by the Columbia Heights Economic Development Authority (the "EDA"), the Columbia Heights Police Department, or the Applicant.

**2. Process after application submission:**

- a. A meeting will take place to go over the submitted improvement proposal to discuss grant expectations and to address grant concerns.
- b. The grant recipient or its contractor must commence the improvements sixty (60) days after an approved Grant Agreement.
- c. After façade improvements are complete, the grant funds will be disbursed for reimbursement to the applicant after all of the following pieces of information have been submitted: Proof of Final Inspection by the Building Official or his or her designee, A copy of the Final Invoice Received from Contractor, Photographs of improvements, Proof of Payment to the Contractor (i.e. receipt, invoice, etc.)

**APPLICANT ACKNOWLEDGEMENTS**

- 1. The Applicant shall hold the EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
- 2. The Applicant recognizes and agrees that the EDA retains absolute authority and discretion to decide whether or not to accept or deny any particular Grant Application, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
- 3. The Applicant acknowledges that they have read the Façade Improvement Grant Program and Design Guidelines, and understands that if the proposal is approved, they will make the above referenced improvements to the property within the specific time allowed. Additionally, if identified by the Police Department that an Applicant qualifies for the installation of surveillance cameras, the Applicant shall be required to allow the City to place surveillance cameras on the front façade of certain buildings.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

3/13/24  
\_\_\_\_\_  
DATE



  
 \_\_\_\_\_  
 PROPERTY OWNER'S SIGNATURE

3/13/24  
 \_\_\_\_\_  
 DATE

## PROGRAM OVERVIEW

In a collaborative effort with the Columbia Heights Police Department (the "CHPD"), the Columbia Heights Economic Development Authority (the "EDA") offers a Façade Improvement Grant Program (the "Grant Program"). The purpose of the Grant Program is to encourage businesses and commercial property owners to revitalize, rehabilitate, and restore exterior store fronts, but also for the CHPD to provide monitored surveillance in the City to reduce the incident rate of criminal activity, as well as increase business vitality and economic performance. The Grant Program reimburses businesses or commercial property owners for eligible improvements up to fifty percent (50%) of the total project cost; for a maximum reimbursement of \$5,000. Moreover, if determined by the CHPD that an exterior surveillance system is warranted, the EDA will install surveillance equipment to monitor adjacent businesses and properties, as well as parks and open spaces.

### ELIGIBLE APPLICANTS

Applicants must be an owner of a commercial property, a commercial tenant with approval from the property owner(s), or a 501(c)(3) organization in the City of Columbia Heights (the "City") located along 37<sup>th</sup> Avenue NE, 37<sup>th</sup> Place NE, 40<sup>th</sup> Avenue NE, University Avenue NE, or Central Avenue NE. Applicants must be in good standing with the City, including but not limited to, legally operating with proper licensure; and current on property taxes, utility bills, and special assessments.

### ELIGIBLE FAÇADE IMPROVEMENTS

Façade improvements must be visible from a public street, completed by a licensed contractor, and comply with one or more of the following eligible façade improvements:

- Architectural Improvements
- Canopy or Awning Installation or Repair
- Exterior lighting
- Exterior Painting, Re-siding, or Professional Cleaning
- Green Façade Improvement (i.e. Living Wall, ecofriendly [non-VOC] paint, reclaimed wood, etc.)
- Installation of New or Renovated Attached Signage (Excluding LED)
- Masonry Repairs or Tuck-pointing
- Replacement of Windows and Doors
- Restoration of Exterior Finishes and Materials
- Any other exterior façade improvement physically attached to the primary structure approved by the EDA

Please note: Labor costs of a contractor, including necessary design work are eligible costs for reimbursement through the Grant Program. Ineligible costs include, but are not limited to, new construction, interior renovations, repair or replacement of a roof, improvements to an alley façade, improvements started prior to receiving a signed grant agreement from the EDA, and any other improvements not listed above.

### EXTERIOR SURVEILLANCE SYSTEM IMPROVEMENTS

The CHPD shall review all Grant Program applications submitted to determine if the installation of an exterior surveillance system is warranted. If it is determined that an exterior surveillance system is warranted, the applicant will then be required to enter into a Lease Agreement with the EDA. The Lease Agreement will allow the EDA to (1) install security cameras on the exterior of the primary structure; (2) install recording equipment





Date: 3/5/2024

*Sarnas Bar and Grill StruXure Budget #'s:*

**20' x 19' Pivot XL StruXure:**

Installation of the 20' wide x 19' StruXure Pivot XL 2 Zone system off the restaurant as shown in the landscape plan.

-Pivot XL	\$54,260.00
-Add for 2 color installations	\$no charge
-Add for WiFi controller (App for the phone)	\$1,120.00
-Add for install of ceiling fan and lights (Fan cost not included)	\$2,660.00

# Task Masters

*Landscape Construction Design Build*

\*8540 Quarles Rd. Maple Grove, MN 55311\* ph:(612) 363-4540\* fax: (763) 416-0089\*

# PATIOS PLUS

Pergola Quote:

Sarnas Classic Grill

Pergola:

Installation of the closed louvred pergola as presented in a color of choice. The pergola would be mounted to the existing building and existing patio. The louvers would be controlled with a remote control. Lighting would be included with 9 can lights and an option for a fan. A 5 year warranty is included on the finish

\$61,700.00

Terms:

½ down upon acceptance of the quote and the balance once the pergola is completed

Patios Plus 18271 territorial rd. Dayton, MN

























AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	04/01/2024

ITEM:	2023 Outstanding Business of the Year Award	
DEPARTMENT:	Community Development	BY/DATE: Mitchell Forney, 3/28/24

**BACKGROUND:**

In November of 2022, the EDA approved the establishment of the Business of the Year Award. This award set out to recognize local businesses for noteworthy accomplishments, long-standing contributions to the community, and significant community service efforts. The criteria for nomination are based on a variety of notable accomplishments, such as being a long-standing business within the City of Columbia Heights reaching a milestone year, a major business expansion, remodel, exterior renovation, landscaping improvements, or relocation to a new facility within the City, environmentally friendly or sustainability-related initiatives or improvements, a major contribution to the community, or other major accomplishments or contributions worthy of recognition. However, it is important to note that the EDA reserves the right to make no selection if nominations do not meet the standard of recognition.

This year, the EDA received three nominations all of them for Heights Pizza Man. All three nominations were submitted by various community members. The reasoning behind the submissions includes the owners dedication to the community and the businesses partnerships with nonprofit organizations. Heights Pizza Man is known for their philanthropic work, be it supplying food and water to those who cannot afford a meal, fundraising for the local food shelf, or working to give its employees good benefits. In addition to all their philanthropic work, Heights Pizza Man was recently highlighted in the news when the business offered rides home to those who were out late on new years eve.

If selected as the Business of the Year, the winning business will be honored with a plaque during a brief presentation at a City Council Meeting, marketing of the achievement at City events and on city reader board signs, and a recognition article posted on the City's website and newsletter.

<b>RECOMMENDED MOTION(S):</b>
MOTION: Move to approve _____ as the 2023 Columbia Heights Business of the Year.

**ATTACHMENT(S):**

- 1. Heights Pizza Man Nomination Forms



City of Columbia Heights | *Community Development*

3989 Central Ave NE, Columbia Heights, MN 55421 • Ph: 763-706-3670 • www.columbiaheightsmn.gov

The City of Columbia Heights Outstanding Business of the Year Award recognizes businesses in the City for noteworthy accomplishments, long-standing contributions to the community, and significant community service efforts.

**Award Categories & Criteria Considerations:**

- Long-standing business in Columbia Heights reaching a milestone year
- Major business expansion, remodel, exterior renovation, landscaping improvements, or relocation to a new facility in Columbia Heights
- Major contribution(s) to the community
- Other major accomplishment or achievement worthy of recognition
- Environmentally friendly or sustainability related initiatives or improvements

**Nominations**

Columbia Heights business owners, employees, and residents are welcome to nominate a business by submitting this form to the Community Development Department. Members of the Economic Development Authority and elected officials may not nominate a business.

**Staff Review & City Council Approval**

Each April, the Economic Development Authority will review all eligible nominations and make a selection for the award. The City reserves the right to make no selection if nominations do not warrant recognition.

**Award & Recognition**

The award recipient will receive recognition in the following ways:

- Presentation of a plaque following a short presentation about the business at a City Council meeting
- Marketing of the achievement at City events, and on the City’s reader board signs at City Hall, the library, and the municipal liquor stores
- A recognition article posted on the City’s website and newsletter

**Nominee:** *(Please provide full description on next page)*

Business Name\* Heights Pizza Man

Address\* 4045 Central Avenue NE

Contact Kris Kolstad

Phone # 763-231-4455

Years in Columbia Heights \_\_\_\_\_

Number of Employees 9

\*Required

**Nominator:**

Name\* Jennifer Pyper-Muno Address \_\_\_\_\_

Company Hart Lake Massage \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Date 02/27/2024

**Submission** Form and any attachments must be submitted by March 25 by e-mail or mail, or dropped off in-person.

*City of Columbia Heights Community Development*

*3989 Central Ave NE, Columbia Heights, MN 55421*

*Phone: 763-706-3670 • E-mail: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)*

Please describe why you feel the nominated business deserves the Columbia Heights Business of the Year Award. Include specifics about how the business has accomplished the award criteria identified in the program description. Provide photos and attach additional pages and supporting documents, if necessary.

Heights Pizza man owerns are so generous with giving in the community and make a great affordable product.

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**City of Columbia Heights | Community Development**

3989 Central Ave NE, Columbia Heights, MN 55421 • Ph: 763-706-3670 • www.columbiaheightsmn.gov

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The award recipient will receive recognition in the following ways:

- Presentation of a plaque following a short presentation about the business at a City Council meeting
- Marketing of the achievement at City events, and on the City's reader board signs at City Hall, the library, and the municipal liquor stores
- A recognition article posted on the City's website and newsletter

**Nominee:** *(Please provide full description on next page)*

Business Name\* Heights Pizza ManAddress\* 4045 Central Ave NE,Contact Chris KolstadPhone # (763) 231-4455Years in Columbia Heights 8 yearsNumber of Employees ?

\*Required

**Nominator:**

Name\* Shawn Walgren Address \_\_\_\_\_

Company resident of CH \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Date 02/26/2024

**Submission** Form and any attachments must be submitted by March 25 by e-mail or mail, or dropped off in-person.

*City of Columbia Heights Community Development*

*3989 Central Ave NE, Columbia Heights, MN 55421*

*Phone: 763-706-3670 • E-mail: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)*

Please describe why you feel the nominated business deserves the Columbia Heights Business of the Year Award. Include specifics about how the business has accomplished the award criteria identified in the program description. Provide photos and attach additional pages and supporting documents, if necessary.

I have been a fan of them for the last few years. I have loved following their social media and all the things the owner and his team have done for the Heights. From offering sober rides homes on New Years Eve night to shoveling/mowing out some Heights residents. This year they got a bunch of other businesses involved including Heights Pizza Man to help save Thanksgiving for SACA so they had food to hand out to families who needed it for this holiday. They offer free bottles of water when the days get super hot in the summer and heard he helps out people if they can't afford a meal. I even saw they were highlighted by a Youtube start who goes in to businesses to buy food for the homeless and the owner ended up donating a bunch to him to help. This business screams Business of the Year to me and I am sure many others. Thanks for your time.



City of Columbia Heights | *Community Development*

3989 Central Ave NE, Columbia Heights, MN 55421 • Ph: 763-706-3670 • www.columbiaheightsmn.gov

The City of Columbia Heights Outstanding Business of the Year Award recognizes businesses in the City for noteworthy accomplishments, long-standing contributions to the community, and significant community service efforts.

**Award Categories & Criteria Considerations:**

- Long-standing business in Columbia Heights reaching a milestone year
- Major business expansion, remodel, exterior renovation, landscaping improvements, or relocation to a new facility in Columbia Heights
- Major contribution(s) to the community
- Other major accomplishment or achievement worthy of recognition
- Environmentally friendly or sustainability related initiatives or improvements

**Nominations**

Columbia Heights business owners, employees, and residents are welcome to nominate a business by submitting this form to the Community Development Department. Members of the Economic Development Authority and elected officials may not nominate a business.

**Staff Review & City Council Approval**

Each April, the Economic Development Authority will review all eligible nominations and make a selection for the award. The City reserves the right to make no selection if nominations do not warrant recognition.

**Award & Recognition**

The award recipient will receive recognition in the following ways:

- Presentation of a plaque following a short presentation about the business at a City Council meeting
- Marketing of the achievement at City events, and on the City’s reader board signs at City Hall, the library, and the municipal liquor stores
- A recognition article posted on the City’s website and newsletter

**Nominee:** *(Please provide full description on next page)*

Business Name\* Pizza Man

Address\* 4045 Central Ave. NE  
Columbia Heights, MN 55421

Contact Chris Kolstad

Phone # 763-231-4455

Years in Columbia Heights 5 years

Number of Employees 11

\*Required

**Nominator:**Name\* Molly Rhoe Address \_\_\_\_\_

Company \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Date March 22, 2024**Submission** Form and any attachments must be submitted by March 25 by e-mail or mail, or dropped off in-person.*City of Columbia Heights Community Development**3989 Central Ave NE, Columbia Heights, MN 55421**Phone: 763-706-3670 • E-mail: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)*

Please describe why you feel the nominated business deserves the Columbia Heights Business of the Year Award. Include specifics about how the business has accomplished the award criteria identified in the program description. Provide photos and attach additional pages and supporting documents, if necessary.

The Pizza Man business at 4045 Central Ave NE, Columbia Heights, MN 55421 was reopened in 2019 and purchased by Christopher Kolstad in January 2020, just months before the Covid pandemic closed everything. During those tough times Chris came up with creative ways to draw business to the store.

I met Chris during those tough times. I donated pizzas to the police and fire department during 2020 and 2021. He was very generous and gave me a discount on the purchases. He continues to honor his commitment to recognize their hard work as I continue to donate pizzas to police and fire 2-3 times a year.

Since then, I have learned that Chris is a member of Pay-it-Forward where he donates meals 3-4 times per week to families in need. He regularly donates pizzas to fifteen different homeless shelters in the area and provides employee scholarships to 75 different charities.

In the fall of 2023 Chris learned that SACA was having a difficult time getting monetary donations. He participated in a Holiday fund raiser for SACA. He approached businesses in the area and offered friends, family, and customers the opportunity to contribute. All in all, he managed to collect enough to meet the goal set by SACA.

When Chris took over ownership in 2020, the business had 9 days over \$1000 in sales. Since then, Chris has managed to triple daily sales and increase his staff to eleven. He is currently in the process of doing some interior makeover work and updating exterior window graphics.

Chris has a kind and generous spirit. Even though he lives in Brooklyn Park, he is sensitive to the needs of the poor and under-served citizens in Columbia Heights and nearby.

I continue to recommend Pizza Man to friends and nearby businesses. They appreciate his dedication to the community and the food he serves. I am proud to call him my friend.



AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	04/01/2024

ITEM:	Purchase of 4416 Central Ave NE, Purchase Agreement and Budget Amendment approval	
DEPARTMENT:	Community Development	BY/DATE: Mitchell Forney, 3-20-24

**BACKGROUND:**

Staff are bringing forth, for consideration, the purchase of the property located at 4416 Central Ave NE. In early March one of the owners of the property reached out to the city to see if we would be interested in purchasing the property. As the property is zoned general business, the acquisition of the property falls within the confines of the EDA’s Commercial Revitalization program. Community Development staff set up a time to tour the property and found the small house to be in generally poor shape. The owners have begun the process of clearing out the house so its condition will be better than the ones that have previously been purchased. After negotiating with the owners, staff settled on an offer of \$225,000. The Commercial Revitalization program allows staff to negotiate and enter into a purchase agreement contingent on approval by the EDA. This gives staff the ability to move quickly on strategically important properties. The house itself has just over 1,300 sq/ft of living space. The lot holds most of its value since it is in an important area with the redevelopment of 4300 Central Avenue underway. The corner of 44th and Central has a small contingent of owners and densely packed single-family, multifamily, and commercial buildings. By purchasing 4416 Central Ave the City will have more influence over future redevelopment efforts in this area and may hold the property for the redevelopment of the Northwest corner of 44th and Central. Community development staff believe this property is a good candidate for redevelopment due to its commercial possibilities and parcel location.

Each year the EDA budgets \$200,000 for the Commercial Revitalization program. Since the purchase of 4416 Central falls within the program, most of the purchase price is covered under this year’s budget. With that being said, a budget amendment is still needed. Resolution 2024-11 approves the purchase of the property while amending the 2024 budget to reflect the additional money needed to cover the acquisition and demolition of the property. The related project costs that are covered by the budget amendment are closing costs, hazardous material abatement costs (asbestos and trash removal), and demolition costs (demolition, grading, and utility disconnects). Fund 408 has about \$518,000 available after accounting for the projected 2024 budget and recent loan. This is more than sufficient to fund the project. As stated in the resolution, \$55,000 will go to the related costs described above. Excess money will be returned to fund 408 after the demolition and grading have been completed. This resolution allocates money for and allows staff to purchase 4416 Central Ave. The EDA will be involved in approving all future aspects of the project.



**RECOMMENDED MOTION(S):**

MOTION: Move to waive the reading of Resolution 2024-11, there being ample copies available to the public.

MOTION: Move to approve Resolution 2024-11, a Resolution approving the purchase agreement between the Economic Development Authority of Columbia Heights, Minnesota, and the owners of 4416 Central Ave, and amending the fund 408's budget for the fiscal year 2024.

**ATTACHMENT(S):**

- 1. Resolution 2024-11**
- 2. 4416 Central Ave NE Purchase Agreement**
- 3. Location of the Property**

**A RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, AND THE OWNERS OF 4416 CENTRAL AVE, AND AMENDING FUND 408'S BUDGET FOR THE FISCAL YEAR 2024.**

**BE IT RESOLVED BY** the Board of Commissioners ("Board") of the Columbia Heights Economic Development Authority (the "Authority") as follows:

**SECTION 1. RECITALS.**

**1.01.** The Authority and The Collection of the Current Property owners ("Seller") desire to enter into a purchase agreement (the "Purchase Agreement") pursuant to which the Authority will acquire certain property in the City located at 4416 Central Avenue NE (the "Property") from the Seller for economic redevelopment purposes. The Property is described in Exhibit A attached hereto.

**1.02.** Pursuant to the Purchase Agreement, the Authority will purchase the Property from the Seller for a purchase price of \$225,000 plus related closing costs.

**1.03.** The Authority finds that acquisition of the Property is consistent with the City's Comprehensive Plan and will result in redevelopment of the substandard property located at 4416 Central Ave NE. Such acquisition of this Property, for subsequent resale, best meets the community's needs and will facilitate the economic redevelopment and revitalization of this area of the City.

**1.04.** The Authority also finds that this redevelopment project is consistent with the purpose of the Economic Development Authority Redevelopment Fund 408. The current 2024 budget for Economic Development Authority Redevelopment Fund 408 does not include this redevelopment project and must be amended as the property was not available on September 26, 2023, when the Authority adopted this budget. The available balance of the Economic Development Authority Redevelopment Fund 408, beyond that committed for the existing 2024 budget, is approximately \$518,000, which is more than sufficient to fund the redevelopment project.

**SECTION 2. PURCHASE AGREEMENT AND BUDGETT AMENDMENT APPROVED.**

**2.01.** The Authority hereby ratifies and approves the actions of Authority staff and of Kennedy Graven ("Legal Counsel") in researching the Property and preparing and presenting the Purchase Agreement. The Authority approves the Purchase Agreement in the form presented to the Authority and on file at City Hall, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the Purchase Agreement by those officials shall be conclusive evidence of their approval.

**2.02.** The Authority herby amends the 2024 budget for Economic Development Authority Redevelopment Fund 408 to appropriate \$55,000 for additional estimated project costs.

**2.03.** Authority staff and officials are authorized to take all actions necessary to perform the Authority's obligations under the Purchase Agreement as a whole, including without limitation execution of any documents to which the Authority is a party referenced in or attached to the Purchase Agreement, and any deed or other documents necessary to acquire the Property from the Seller, all as described in the Purchase Agreement

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Adopted this 1<sup>st</sup> day of April, 2024

Offered by:  
Seconded by:  
Roll Call:

\_\_\_\_\_

Vice President

Attest:

\_\_\_\_\_

Secretary

**EXHIBIT A**

Legal Description of the Property

LOTS 11 & 12, BLK 9 -EX S 20 FT OF LOT 12, COLUMBIA HEIGHTS ANNEX, according to the plat on file in the Office of the Registrar of Titles of Anoka County, State of Minnesota.

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Laurence B. Edralin, Leo Tanoa Edralin, Juanita M. Ayson, and Debra K. Ayson (the “Seller”) and the Columbia Heights Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “Buyer”).

### RECITALS

The Seller is the owner of property located at: 4416 Central Avenue NE, Columbia Heights, Anoka County, Minnesota (PID No. 35-30-24-11-0009), which is legally described on the attached Exhibit A (the “Property”).

### AGREEMENT

1. **Offer/Acceptance for Sale of Property.** The Seller agrees to sell to the Buyer the Property and the Buyer agrees to purchase the same, according to the terms of this Agreement.

2. **Purchase Price for Property and Terms.**

A. **PURCHASE PRICE:** The total purchase price for the Property is Two Hundred Twenty Five Thousand and 00/100ths Dollars (\$225,000.00) (the “Purchase Price”).

B. **TERMS:**

(1): **Earnest Money.** The sum of One Thousand Dollars (\$1,000.00) (the “Earnest Money”) shall be paid by the Buyer to the Seller, receipt of which is hereby acknowledged by the Seller.

(2): **Balance Due Seller.** The Buyer agrees to pay by check or electronic transfer of funds on the date of closing on the Property (the “Closing Date”) any remaining balance of the Purchase Price due to the Seller according to the terms of this Agreement.

(3): **Deed/Marketable Title.** Subject to performance by the Buyer, the Seller agrees to execute and deliver a Warranty Deed conveying marketable title to the Property to the Buyer, subject only to the following exceptions:

- a. Building and zoning laws, ordinances, state, and federal regulations.
- b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- c. Public utility and drainage easements of record which will not

interfere with the Buyer's intended use of the Property.

(4): **Documents to Be Delivered at Closing by the Seller.** In addition to the Warranty Deed required at paragraph 2B(3) above, the Seller shall deliver to the Buyer:

- a. Standard form Affidavit of Seller.
- b. A "bring-down" certificate, certifying that all of the warranties made by the Seller in this Agreement remain true as of the Closing Date.
- c. Certificate that the Seller is not a foreign national.
- d. Well disclosure certification, if required, or, if there is no well on the Property, the Warranty Deed given pursuant to paragraph 2B(3) above must include the following statement: "The Seller certifies that the Seller does not know of any wells on the described real property."

The Seller agrees to have all wells located on the Property, which are not in use, sealed by a licensed well contractor at the Seller's expense prior to closing. If the circumstances prohibit locating and sealing wells prior to closing, the Seller agrees to escrow funds on the Closing Date for the purpose of locating and sealing wells.

- e. Methamphetamine Disclosure Certificate.
- f. Any other documents reasonably required by the Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that the Seller has complied with the terms of this Agreement.

3. **Contingencies.** The Buyer's obligation to buy is contingent upon the following:

- a. The Buyer's determination of marketable title pursuant to paragraph 4 of this Agreement;
- b. Approval of this Agreement by the Buyer's Board.

The Buyer shall have until the Closing Date to remove the foregoing contingencies. The contingency at a. is solely for the benefit of the Buyer and may be waived by the Buyer. The contingency at b. may not be waived by either party. If the Buyer or its attorney gives written notice to the Seller that the contingencies at a., and b. are duly satisfied or waived, the Buyer and the Seller shall proceed to close the transaction as contemplated herein.

If one or more of the Buyer's or the Seller's contingencies is not satisfied, or is not satisfied on time, and is not waived, this Agreement shall thereupon be void at the written option of the Buyer and the

Seller shall return the Earnest Money to the Buyer, and the Buyer and the Seller shall execute and deliver to each other a termination of this Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq.

4. **Title Examination/Curing Title Defects.** As soon as reasonably possible after execution of this Agreement by both parties:

(a) The Seller shall surrender any abstract of title, certificate of title, or a copy of any owner's title insurance policy for the Property, if in the Seller's possession or control, to the Buyer or to the Buyer's designated title service provider; and

(b) The Buyer shall obtain the title evidence determined necessary or desirable by the Buyer.

The Buyer shall have 30 days from the date it receives such title evidence and a fully executed Purchase Agreement to raise in writing any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 30 days from the date of such objection to affect a cure; provided, however, that the Seller shall have no obligation to cure any objections, and may inform the Buyer in writing of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

5. **Environmental Warranty.** The Seller warrants that the Property has not been used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product during the period of time the Seller has owned the Property. The Seller further warrants that the Seller has no knowledge or information of any fact which would indicate the Property was used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product prior to the date the Seller purchased the Property.

6. **Real Estate Taxes and Special Assessments.** Real estate taxes payable in the year of closing will be prorated between the Buyer and the Seller as of the Closing Date. The Seller shall pay all real estate taxes payable in previous years. The Seller agrees to pay all assessments levied or pending prior to the Closing Date (including, but not limited to, delinquent water or sewer bills, waste management fees, etc.), including those charges levied, pending, or certified to taxes payable in the year of closing. If closing occurs prior to the date the amount of real estate taxes due in the year of closing are available from Anoka County, the current year's taxes will be prorated based on the amount due in the prior year.

7. **Closing Date.** The Closing Date will be on or before May 31<sup>st</sup>, 2024. Delivery of all papers and the closing shall be made at the offices of Buyer, 3989 Central Avenue NE, Columbia Heights, or at such other location as is mutually agreed upon by the parties. All deliveries and notices to the Buyer shall be made to the above address and marked to the attention of the Community Development Coordinator.

8. **Possession/Utilities/Removal of Property/Escrow.**

(a) **Possession.** The Seller agrees to deliver possession of the Property not later than the Closing Date.

(b) **Utilities.** City water and sewer charges, electricity and natural gas charges, fuel oil and liquid petroleum gas shall be pro-rated between the parties as of the Closing Date. The Seller shall arrange for final readings as of the Closing Date.

(c) **Personal Property and Debris.** The Seller must remove all debris and personal property not included in this sale, including all furniture from the Property prior to closing. The Buyer may inspect the Property immediately prior to closing in order to ensure that removal of all debris and personal property has been completed.

9. **Seller's Warranties.** The Seller hereby represents and warrants to the Buyer as of the Closing Date that:

(a) **Title.** The Seller has good, indefeasible, and marketable fee simple title to the Property.

(b) **Condemnation.** There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.

(c) **Defects.** The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements, or restrictions.

(d) **Legal Compliance.** The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules, and restrictions.

(e) **Legal Capacity.** The Seller has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Seller within the last year.

(f) **Sewer and Water.** The Seller warrants that the Property is connected to City sewer and City water.

(g) **Mechanics' Liens.** The Seller warrants that, prior to the closing, the Seller shall pay in full all amounts due for labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure upon or improvement to the Property.

(h) **Legal Proceedings.** There are no legal actions, suits, or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof;



and the Seller has no knowledge that any such action is presently contemplated.

(i) **Leases.** The Seller represents that there are no third parties in possession of the Property, or any part thereof; and that there are no other leases, oral or written affecting the Property or any part thereof.

(j) **Foreign Status.** The Seller is not “foreign persons” as such term is defined in the Internal Revenue Code.

(k) **Methamphetamine Production.** To the best of the Seller’s knowledge, methamphetamine production has not occurred on the Property.

(l) **Refuse and Hazardous Materials.** The Seller has not performed and has no actual knowledge of any excavation, dumping, or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller’s best actual knowledge and belief, there are no “Hazardous Materials” (as hereinafter defined) on the Property that would subject the Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller’s best actual knowledge and belief:

1. The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with Hazardous Materials;
2. No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;
3. There are no underground or aboveground storage tanks on the Property;
4. Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant, or person (collectively, “Occupant”) have received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from, or affecting the Property.

The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state, or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

The Seller's representations and warranties set forth in this Section shall be continuing and are deemed to be material to the Buyer's execution of this Agreement and the Buyer's performance of its obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify, and hold the Buyer harmless for, from, and against any loss, costs, damages, expenses, obligations, and attorneys' fees incurred should an assertion, claim, demand, action, or cause of action be instituted, made, or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

9. **Closing Costs/Recording Fees/Deed Tax.** The Buyer will pay: (a) title insurance premium costs; (b) the recording fee for the deed transferring title to the Buyer; (c) any transfer taxes, recording fees and Well Disclosure fees required to enable the Buyer to record its deed from the Seller under this Agreement; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement. The Seller will pay: (a) any transfer or deed taxes due and payable in the year of closing on and after the Closing Date; (b) any fees and charges related to the filing of any instrument required to make title marketable; (c) the cost of the title insurance commitment and any title searches and examination fees; and (d) one-half of the closing fee charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement. Each party shall pay its own attorney fees.

10. **Relocation Benefits; Indemnification.** The Seller acknowledges that the Seller is being displaced from the Property as a result of the transaction contemplated by this Purchase Agreement and that the Seller may be eligible for relocation assistance and benefits and that the Purchase Price includes compensation for any and all relocation assistance and benefits for which the Seller may be eligible and the Seller agrees to waive any and all further relocation assistance benefits. The provisions of this paragraph shall survive closing of the transaction contemplated by this Agreement.

11. **Risk of Loss.** If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing Date, this Agreement may become null and void, at the Buyer's option. At the request of the Buyer, the Seller agrees to sign a cancellation of this Agreement.

12. **Default/Remedies.** If the Buyer defaults in any of the covenants herein, the Seller may terminate this Agreement, and on such termination all payments made hereunder shall be retained by the Seller as liquidated damages, time being of the essence. This provision shall not deprive either party of the right to enforce specific performance of this Agreement, provided this Agreement has not terminated and action to enforce specific performance is commenced within six months after such right of action arises. In the event the Buyer defaults in its performance of the terms of this Agreement and Notice of Cancellation is served upon Buyer pursuant to Minn. Stat. Section 559.21, the termination period shall be thirty (30) days as permitted by Minn. Stat.,

Section 559.21, subd. 4.

13. **Notice.** Any notice, demand, request, or other communication which may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is personally served upon one of the following indicated recipients for notices or is deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

- SELLER: Seller’s Representative  
Laurence Edralin  
36143 S Wind Crest Dr  
Tucson AZ 85739
  
- BUYER: Columbia Heights Economic Development Authority  
Attn: Executive Director  
3989 Central Ave NE  
Columbia Heights, MN 55421
  
- AGENT: Kennedy & Graven, Chartered  
ATTN: Sarah Sonsalla  
Fifth Street Towers, Suite 700  
150 South Fifth Street  
Minneapolis, MN 55402

Notice may also be made by email or other electronic transmission provided that the recipient of such notice has acknowledged receipt. Any party may change its address for the service of notice by giving notice of such change in accordance with this paragraph.

14. **Entire Agreement.** This Agreement, Exhibits, and other amendments signed by the parties, shall constitute the entire Agreement between the Seller and the Buyer, and supersedes any other written or oral agreements between the parties relating to the Property. This Agreement can be modified only in a writing properly signed by both the Seller and the Buyer.

15. **Commissions.** Both the Buyer and the Seller represent and warrant to the other that they have not entered into a contract with any real estate broker, finder, or other person entitled to a commission, finder’s fee, or similar from the transaction contemplated by this Agreement. Each party agrees to indemnify, defend, and hold harmless the other party against any claim made by any broker, finder, or other person for a commission or fee based on alleged acts or agreements with the indemnifying party.

16. **Controlling Law.** This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

17. **Survival.** Notwithstanding any other provisions of law or court decision to the contrary, the provisions of this Agreement shall survive closing.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical. This Agreement may be further evidenced by electronic signature pages.

20. **Binding Effect.** This Agreement binds and benefits the parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year above.

**BUYER:**

**SELLER:**

Columbia Heights Economic Development Authority

The Owners of 4416 Central Ave NE

By: \_\_\_\_\_  
Marlaine Szurek  
Its: President

By: \_\_\_\_\_  
Laurence B. Edralin  
Its: Part Owner

By: \_\_\_\_\_  
Kevin Hansen  
Its: Executive Director

By: \_\_\_\_\_  
Leo Tanoa Edralin  
Its: Part Owner

By: \_\_\_\_\_  
Juanita M. Ayson  
Its: Part Owner

By: \_\_\_\_\_  
Debra K. Ayson  
Its: Part Owner

**EXHIBIT A**

Legal Description of the Property

Lot 12 except the South 20 feet and Lot 11, Block 9, Columbia Heights Annex to Minneapolis, according to the recorded plat thereof, County of Anoka, State of Minnesota.

# 4416 Central Ave

Item 7.



**Parcel Information:**

35-30-24-11-0009  
4416 CENTRAL AVE NE  
COLUMBIA HEIGHTS  
MN 55421

Approx. Acres: 0.14  
Commissioner: MANDY MEISNER

Plat: COLUMBIA HEIGHTS ANNEX TO MINNEAPOLIS

**Owner Information:**

EDRALIN LAURENCE B  
36143 S WIND CREST DR  
TUCSON  
AZ  
85739







AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	04/01/2024

ITEM:	Deconstruction of 941 44 <sup>th</sup> , 3851-3853 Central Ave	
DEPARTMENT:	Community Development	BY/DATE: Mitchell Forney, 3-28-24

**BACKGROUND:**

When purchasing previous properties, the EDA had contemplated recycling and deconstructing some of or part of the homes in which it purchases. At a recent City council meeting a resident gave staff the contact information for a company that would be able to complete such a task. Staff reached out and met on site with Better Futures Minnesota, to get bids on the deconstruction and reuse of materials from 941 44<sup>th</sup>, 3851 and 3853 Central Ave.

In brief, Better Futures Minnesota is a nonprofit organization dedicated to transforming the lives of men who have faced incarceration, homelessness, and unemployment. Through their comprehensive program, they provide a range of supportive services including transitional housing, employment training, job placement assistance, personal development workshops, mental health counseling, and substance abuse support. They support this mission through offering deconstruction services. These deconstruction services involve the dismantling and repurposing of buildings, which provide valuable job skills training while also promoting sustainable practices.

Attached are the bids that staff received. 941 44<sup>th</sup> qualifies for a full deconstruction with minimal materials being able to be reused. The house was built in 1951 and due to the poor condition, the useful items have been removed or are damaged. A full deconstruction means that Better Futures would remove the house stud by stud leaving nothing but the foundation remaining. After which, the EDA would partner with a demolition contractor to remove the foundation and utility lines. 3851 Central Ave, being a concrete block building, would only qualify for the removal of certain internal finishes and materials. Attached is the list of items that would be removed from the building. The block structure would then be demolished by a separate contractor. 3853 Central is the house that the fire department will be burning down. Due to it being burned only internal materials and finishes would be able to be reused or recycled. Better Futures will also board up the windows that are removed to prep the building for training. Attached are specification and bid sheets for the properties. 941 44<sup>th</sup> does not have a specification sheet as it is a full tear down. As you can see from the bid table below, deconstruction can be expensive. The EDA has budgeted \$50,000 for the demolition of 941 44<sup>th</sup>, and \$80,000 for 3851-3853 Central, with \$17,000 across all three already having been spent on Asbestos Abatement. While the money would cover deconstruction additional funds may be needed for the actual demolition. Specifically regarding 941 44<sup>th</sup>, deconstruction adds significant costs to the demolition of the properties.

941 44 <sup>th</sup>	\$24,914
3851 Central	\$11,657
3853 Central	\$11,657



Better Futures is a great organization which not only offers deconstruction services but utilizes them for job training. By utilizing deconstruction, the EDA can keep items and finishes that are as good as new from ending up in the land fill. With that being said, deconstruction is an added cost in the demolition of a property. Increasing the amount the EDA needs to spend on each project. Staff recommend considering the projects on a case-by-case basis as the EDA deliberates if it wants to go the deconstruction route. Upon agreement of the EDA staff can make the calculations to edit the motion based on the decision.

<b>RECOMMENDED MOTION(S):</b>
MOTION: Move to accept the proposal(s) from Better Futures Minnesota, in the amount of \$_____ for deconstruction work on the properties located at _____; and furthermore, to authorize the President and Executive Director to enter into an agreement or agreements for the same.

- ATTACHMENT(S):**
- 1. 941 44<sup>th</sup> Bid**
  - 2. 3851 Central Bid and Specification Sheet**
  - 3. 3853 Central Bid and Specification Sheet**



**Better Futures Minnesota**

Date: March 20, 2024

**Bid Proposal for:**  
Columbia Heights

**Start Date:**  
TBD

**Completion Date:**  
TBD

**BFM Contact:**  
Quinn Jenkins 651.797.8746  
Alex Baldwin 443.478.0717

**Project Site:**  
941 44<sup>th</sup> St  
Minneapolis, MN  
55412

**Bid Submitted to:**  
Mitch Forney  
[mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

Bid Price for a **Partial Deconstruction/ Demo**: \$24,914 50% of which is due with this signed agreement. Final payment to Better Futures is due within 30 days of project completion.

Better Futures Minnesota is a 501c3 Non-Profit Social Enterprise and the customer is eligible to claim all materials harvested for re-use as a tax-deductible donation. For any donation surpassing \$5,000 in value the customer is required by the IRS to secure an independent appraisal.

**The appraiser's fee is not included in this bid price nor is the appraisal part of this agreement.**

*Why Throwaway a House?*

- Every ton of building material buried in landfills emits 1.35 metric tons of carbon dioxide (CO<sub>2</sub>).
- Material reuse and the method of deconstruction generates net zero emissions of CO<sub>2</sub>.
- The impact of Better Futures' building material stewardship work in 2020 was equal to taking 1200 cars of the road for a year.

**This Bid is valid for twenty business days.**

The scope of work includes the following:

Better Futures Minnesota's deconstruction team will harvest the reusable and recyclable materials from the property. Items to be extracted are accordion style room dividers with tracks, wooden stand alone cabinets, doors.

This bid price includes the following items:

1. A supervisor and workers for deconstruction and reclamation of most re-usable and recyclable materials. The crew for this project will consist of 1 Foreman and 4 workers. All workers are OSHA-10 certified and have completed basic deconstruction training.
2. Deconstruction tools and equipment, onsite portable toilet, dumpster for recycling (as applicable). Transport of all harvested and reclaimed materials from the job-site.
3. A final materials list documenting all the items harvested for reuse and donated to Better Futures Minnesota. If an appraisal is secured, the value of the materials donated will be based on the actual number and type of materials harvested over the course of the project. The appraiser will use the final harvest list to produce a formal appraisal. This formal appraisal is used to support a tax deduction.
4. The appropriate IRS form will be sent to the customer upon receipt of the final payment to Better Futures.
5. The environmental benefits/impact of this project will be documented and presented to the customer. For this environmental report, the weight and disposition receipts of the remaining foundation and debris removal will need to be provided to BFM.
6. BFM plans to be on site for (12) workdays. Work to be performed between the hours of 8:00 am and 4:00 pm.

**ITEMS AND TASKS NOT INCLUDED**

This bid does not include:

1. The cost for MSW handling (trash), hazardous material handling (asbestos, paint, oil, etc.), relocation (basic electric and gas disconnects are free through the utility company that provides the service to the property), capping of wells, removal of septic tanks, a survey, bonds, testing, restoration, street patching, MDH submittals, soil corrections, traffic control, dust control and or winter conditions, unless otherwise stated above.

- 2. This bid does not include the cost of testing for and removing hazardous materials. The customer is responsible for completing this work and sharing appropriate documentation with Better Futures before deconstruction work can begin.
- 3. The cost of disconnecting all utilities.
- 4. The price of a demolition permit. If needed, the customer must secure a demolition permit before deconstruction work can be initiated.
- 5. The cost of demolition work is included in this bid. Areas of work will be left broom clean and free of debris by Better Futures Minnesota.

**ENVIROMENTAL AND ECONOMIC IMPACT OF OUR WORK**

Better Futures’ deconstruction methods will divert a significant amount of materials from the landfill. In addition, this project will provide much-needed employment for up to 5 men who are committed to pursuing a better life. Wages paid on this job will enable the men to support their families and further develop marketable skills.

**QUALITY WORK STANDARDS**

Insurance documents provided on request. All work is guaranteed and will be performed to the specifications and standards outlined in this agreement. Better Futures is a safety-first organization and conforms to OSHA job site standards.

**SITE CONDITIONS**

We will maintain a safe jobsite. The Better Futures safety manual and appropriate safety equipment will always be on site. All workers will wear uniforms, hard hats, safety vests, safety glasses, and steel toe boots with steel inserts at all times.

**CHANGE ORDERS**

Any change orders must be in writing and signed by authorized personnel prior to execution of the change.

Customer	Date	Better Futures Minnesota	Date
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Please provide billing information:

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*Thank you for the opportunity to bid on this project.*

Please see below for important terms and conditions

1. Services. Contractor shall provide the services specified in the “Scope of Services” described on the face of this agreement which services may be referred to herein as the “Services” or the “Project.” Any change in the Services after this Agreement has been signed will be effective only if described in a written change order signed by Client and Contractor.

2. Term. The Services to be provided under this Agreement shall begin on the Start Date and be completed no later than the Completion Date set forth on page 1 of this Agreement (the “Completion Date”). Contractor shall be entitled to an extension of time for all causes beyond the Contractor’s control, including changes to the Project ordered by the Client, labor disputes, fire, and unusual delay in deliveries, abnormal weather conditions, or unavoidable casualties.

3. Compensation. Client must pay Contractor the amount stated on the face of this agreement, (the “Contract Sum”), at the times stated on the face of this agreement.

4. Right to Stop Work. If Client fails to make payment when due, Contractor shall have the right to stop performance of the Project until Contractor has been paid all amounts due it, in which case a Change Order shall be issued to increase the Contract Sum and extend the Completion Date as compensation to Contractor for the costs (including reasonable markup for overhead and profit) and delays attributable to the stoppage of the Project.

5. Relationship of Parties. Contractor and each of its employees and agents are at all times performing as an independent contractor and not as an employee of Client.

6. Subcontractors. Contractor may in its discretion engage subcontractors to perform some or all of the Services, provided that each subcontractor will be bound by the terms of this Agreement, and Contractor assumes responsibility for the actions and omissions of the subcontractor

7. Licenses, Permits, Fees and Assessments. Client shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Client shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor’s performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless Contractor against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Contractor hereunder.

8. Asbestos and Other Hazardous Materials. Client acknowledges that Contractor is not qualified or licensed to identify, remove, or abate hazardous materials. Client represents that to the best of its knowledge, there is no asbestos or other hazardous materials to which Contractor or its employees or agents will be exposed in performing the Services at the Client’s work site. In the event that provision of the Services are likely to expose Contractor or its employees or agents to any such hazardous materials, Contractor may at its option elect to terminate this Agreement immediately upon written notice to Client.

9. Equipment and Supplies. Contractor agrees to furnish all equipment, materials, labor and supplies necessary to perform work to be completed by Contractor under this Agreement.

10. Condition of Work Site. Contractor shall at the end of each work day establish an orderly work area, keeping the work area free from accumulation of waste materials. Upon completion of the work, Contractor shall remove all of the Contractor's equipment and surplus materials.
11. Waste. Unless otherwise specified on the face of this agreement, Client will be solely responsible for the proper disposal of waste resulting from the Services, in compliance with all federal, state, county, city, and municipal laws, orders, ordinances, rules and regulations. Client shall pay all costs associated with disposal of such waste.
12. Insurance. Contractor shall procure and maintain workers' compensation insurance as required by law and commercial general liability in reasonable amounts.
13. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project which are concealed physical conditions which differ materially from those indicated in the bid or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Agreement, and if such conditions cause an increase in the Contractor's cost of, or time required for, performance, then there shall be an equitable adjustment in the compensation paid to Contractor and the Completion Date.
14. Termination. This Agreement may be terminated at any time under the following circumstances:
  - (a) In the event of a breach of any material provision of this Agreement, on 10 days' written notice by the non-breaching party to the other party, but only if such breach is not cured within 10 days after such notice is given. The notice shall specify the nature of the breach.
  - (b) By either party without the requirement of notice if a petition for relief under the laws of bankruptcy is filed by or against the other party, the other party makes an assignment for the benefit of creditors, or the other party is the subject of the appointment of a receiver, and such petition, assignment or appointment is not dismissed or vacated within thirty days.
15. Effect of Termination or Expiration. In the event this Agreement is terminated for any reason, Contractor shall be entitled to compensation for its services based on the Project's percentage of completion, and for the cost of materials that were utilized through the termination date.
16. Assignment. Neither party shall assign the rights nor delegate the duties arising hereunder, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted assignment or delegation without such prior written consent shall be null and void.
17. Force Majeure. Neither party shall be liable, nor be deemed to be in default hereunder, for any delay or failure in performance, or interruption of services, resulting directly or indirectly from acts beyond the control of such party, including but not limited to acts of God,

labor disputes, acts of a public enemy, accidents, acts of war, governmental regulations, equipment breakdown, or any cause beyond the control of the parties hereto.

Item 8.

18. Promotional Displays and Photographs: Client hereby grants Contractor the right to post the Contractor's promotional sign on Client's property during the time of construction and to allow the Contractor to photograph the Work and to use such photographs in Contractor's promotions.

19. **NOTICE TO MINNESOTA OWNERS OF LIEN RIGHTS: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

20. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

21. Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and signed by duly authorized representatives of both parties.

22. Notices. Whenever notice is required or permitted to be given to a party under this Agreement, such notice must be given in writing and sent by certified mail, postage prepaid, to the appropriate party at the address set forth on page 1 of this Agreement.



**Better Futures Minnesota**

Date: March 20, 2024

**Bid Proposal for:**  
Columbia Heights

**Start Date:**  
TBD

**Completion Date:**  
TBD

**BFM Contact:**  
Quinn Jenkins 651.797.8746  
Alex Baldwin 443.478.0717

**Project Site:**  
3851 Central Ave  
Minneapolis, MN  
55412

**Bid Submitted to:**  
Mitch Forney  
[mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

Bid Price for a **Partial Deconstruction/ Demo**: \$11,657 50% of which is due with this signed agreement. Final payment to Better Futures is due within 30 days of project completion.

Better Futures Minnesota is a 501c3 Non-Profit Social Enterprise and the customer is eligible to claim all materials harvested for re-use as a tax-deductible donation. For any donation surpassing \$5,000 in value the customer is required by the IRS to secure an independent appraisal.

**The appraiser's fee is not included in this bid price nor is the appraisal part of this agreement.**

*Why Throwaway a House?*

- Every ton of building material buried in landfills emits 1.35 metric tons of carbon dioxide (CO<sub>2</sub>).
- Material reuse and the method of deconstruction generates net zero emissions of CO<sub>2</sub>.
- The impact of Better Futures' building material stewardship work in 2020 was equal to taking 1200 cars of the road for a year.



**This Bid is valid for twenty business days.**

The scope of work includes the following:

Better Futures Minnesota's deconstruction team will harvest the reusable and recyclable materials from the property. Items to be extracted are accordion style room dividers with tracks, wooden stand alone cabinets, doors.

This bid price includes the following items:

1. A supervisor and workers for deconstruction and reclamation of most re-usable and recyclable materials. The crew for this project will consist of 1 Foreman and 4 workers. All workers are OSHA-10 certified and have completed basic deconstruction training.
2. Deconstruction tools and equipment, onsite portable toilet, dumpster for recycling (as applicable). Transport of all harvested and reclaimed materials from the job-site.
3. A final materials list documenting all the items harvested for reuse and donated to Better Futures Minnesota. If an appraisal is secured, the value of the materials donated will be based on the actual number and type of materials harvested over the course of the project. The appraiser will use the final harvest list to produce a formal appraisal. This formal appraisal is used to support a tax deduction.
4. The appropriate IRS form will be sent to the customer upon receipt of the final payment to Better Futures.
5. The environmental benefits/impact of this project will be documented and presented to the customer. For this environmental report, the weight and disposition receipts of the remaining foundation and debris removal will need to be provided to BFM.
6. BFM plans to be on site for (5) workdays. Work to be performed between the hours of 8:00 am and 4:00 pm.

**ITEMS AND TASKS NOT INCLUDED**

This bid does not include:

1. The cost for MSW handling (trash), hazardous material handling (asbestos, paint, oil, etc.), relocation (basic electric and gas disconnects are free through the utility company that provides the service to the property), capping of wells, removal of septic tanks, a survey, bonds, testing, restoration, street patching, MDH submittals, soil corrections, traffic control, dust control and or winter conditions, unless otherwise stated above.

- 2. This bid does not include the cost of testing for and removing hazardous materials. The customer is responsible for completing this work and sharing appropriate documentation with Better Futures before deconstruction work can begin.
- 3. The cost of disconnecting all utilities.
- 4. The price of a demolition permit. If needed, the customer must secure a demolition permit before deconstruction work can be initiated.
- 5. The cost of demolition work is included in this bid. Areas of work will be left broom clean and free of debris by Better Futures Minnesota.

**ENVIROMENTAL AND ECONOMIC IMPACT OF OUR WORK**

Better Futures’ deconstruction methods will divert a significant amount of materials from the landfill. In addition, this project will provide much-needed employment for up to 5 men who are committed to pursuing a better life. Wages paid on this job will enable the men to support their families and further develop marketable skills.

**QUALITY WORK STANDARDS**

Insurance documents provided on request. All work is guaranteed and will be performed to the specifications and standards outlined in this agreement. Better Futures is a safety-first organization and conforms to OSHA job site standards.

**SITE CONDITIONS**

We will maintain a safe jobsite. The Better Futures safety manual and appropriate safety equipment will always be on site. All workers will wear uniforms, hard hats, safety vests, safety glasses, and steel toe boots with steel inserts at all times.

**CHANGE ORDERS**

Any change orders must be in writing and signed by authorized personnel prior to execution of the change.

Customer	Date	Better Futures Minnesota	Date
----------	------	--------------------------	------

Please provide billing information:

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

*Thank you for the opportunity to bid on this project.*

Please see below for important terms and conditions

1. Services. Contractor shall provide the services specified in the “Scope of Services” described on the face of this agreement which services may be referred to herein as the “Services” or the “Project.” Any change in the Services after this Agreement has been signed will be effective only if described in a written change order signed by Client and Contractor.

2. Term. The Services to be provided under this Agreement shall begin on the Start Date and be completed no later than the Completion Date set forth on page 1 of this Agreement (the “Completion Date”). Contractor shall be entitled to an extension of time for all causes beyond the Contractor’s control, including changes to the Project ordered by the Client, labor disputes, fire, and unusual delay in deliveries, abnormal weather conditions, or unavoidable casualties.

3. Compensation. Client must pay Contractor the amount stated on the face of this agreement, (the “Contract Sum”), at the times stated on the face of this agreement.

4. Right to Stop Work. If Client fails to make payment when due, Contractor shall have the right to stop performance of the Project until Contractor has been paid all amounts due it, in which case a Change Order shall be issued to increase the Contract Sum and extend the Completion Date as compensation to Contractor for the costs (including reasonable markup for overhead and profit) and delays attributable to the stoppage of the Project.

5. Relationship of Parties. Contractor and each of its employees and agents are at all times performing as an independent contractor and not as an employee of Client.

6. Subcontractors. Contractor may in its discretion engage subcontractors to perform some or all of the Services, provided that each subcontractor will be bound by the terms of this Agreement, and Contractor assumes responsibility for the actions and omissions of the subcontractor

7. Licenses, Permits, Fees and Assessments. Client shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Client shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor’s performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless Contractor against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Contractor hereunder.

8. Asbestos and Other Hazardous Materials. Client acknowledges that Contractor is not qualified or licensed to identify, remove, or abate hazardous materials. Client represents that to the best of its knowledge, there is no asbestos or other hazardous materials to which Contractor or its employees or agents will be exposed in performing the Services at the Client’s work site. In the event that provision of the Services are likely to expose Contractor or its employees or agents to any such hazardous materials, Contractor may at its option elect to terminate this Agreement immediately upon written notice to Client.

9. Equipment and Supplies. Contractor agrees to furnish all equipment, materials, labor and supplies necessary to perform work to be completed by Contractor under this Agreement.

- 10. Condition of Work Site. Contractor shall at the end of each work day establish an orderly work area, keeping the work area free from accumulation of waste materials. Upon completion of the work, Contractor shall remove all of the Contractor’s equipment and surplus materials.
  
- 11. Waste. Unless otherwise specified on the face of this agreement, Client will be solely responsible for the proper disposal of waste resulting from the Services, in compliance with all federal, state, county, city, and municipal laws, orders, ordinances, rules and regulations. Client shall pay all costs associated with disposal of such waste.
  
- 12. Insurance. Contractor shall procure and maintain workers’ compensation insurance as required by law and commercial general liability in reasonable amounts.
  
- 13. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project which are concealed physical conditions which differ materially from those indicated in the bid or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Agreement, and if such conditions cause an increase in the Contractor’s cost of, or time required for, performance, then there shall be an equitable adjustment in the compensation paid to Contractor and the Completion Date.
  
- 14. Termination. This Agreement may be terminated at any time under the following circumstances:
  - (a) In the event of a breach of any material provision of this Agreement, on 10 days’ written notice by the non-breaching party to the other party, but only if such breach is not cured within 10 days after such notice is given. The notice shall specify the nature of the breach.
  
  - (b) By either party without the requirement of notice if a petition for relief under the laws of bankruptcy is filed by or against the other party, the other party makes an assignment for the benefit of creditors, or the other party is the subject of the appointment of a receiver, and such petition, assignment or appointment is not dismissed or vacated within thirty days.
  
- 15. Effect of Termination or Expiration. In the event this Agreement is terminated for any reason, Contractor shall be entitled to compensation for its services based on the Project’s percentage of completion, and for the cost of materials that were utilized through the termination date.
  
- 16. Assignment. Neither party shall assign the rights nor delegate the duties arising hereunder, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted assignment or delegation without such prior written consent shall be null and void.
  
- 17. Force Majeure. Neither party shall be liable, nor be deemed to be in default hereunder, for any delay or failure in performance, or interruption of services, resulting directly or indirectly from acts beyond the control of such party, including but not limited to acts of God,

labor disputes, acts of a public enemy, accidents, acts of war, governmental regulations, equipment breakdown, or any cause beyond the control of the parties hereto.

Item 8.

18. Promotional Displays and Photographs: Client hereby grants Contractor the right to post the Contractor's promotional sign on Client's property during the time of construction and to allow the Contractor to photograph the Work and to use such photographs in Contractor's promotions.

19. **NOTICE TO MINNESOTA OWNERS OF LIEN RIGHTS: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

20. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

21. Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and signed by duly authorized representatives of both parties.

22. Notices. Whenever notice is required or permitted to be given to a party under this Agreement, such notice must be given in writing and sent by certified mail, postage prepaid, to the appropriate party at the address set forth on page 1 of this Agreement.

Better Futures Minnesota		Preliminary Materials List						Date: 3-13-24		
Job:		Year Built:				Sq ft.:				
Client Name: City of Columbia Heights - Mitch Forney		# of Stories: 2				Property ID#:				
Address: 3853 Central Ave. NE, Columbia Heights, MN 55421										
E-Mail: mforney@columbiaheightsmn.gov		Notes: Partial, many new double-hung windows & copper								
Phone: 763-706-3674		Full garage tear-down, shed removal - see narrative								
	DESCRIPTION OF ITEM	Mfg Name	Model #	Serial #	Dimension/Size WxHxD	QTY	UNIT	WEIGHT	TOTAL WEIGHT	VALUE
1	<b>Exterior</b>					1	ea		0.00	
2	Pavers (about half in good shape)				16x16	50	ea		0.00	
3	Shed - as is? Doors don't slide well					1	ea		0.00	
4	<b>Garage</b>					1	ea		0.00	
5	1x8s, 2x4s, 2x6s					1	ea		0.00	
6	footprint 21x19-3					1	ea		0.00	
7	<b>Top Floor</b>					1	ea		0.00	
8	Window				34x36	1	ea		0.00	
9	Vanity (trashed) top & sink are in good shape				49x36x20	1	ea		0.00	
10	Mirror/medicine chest				16x26	1	ea		0.00	
11	Window				30x44	2	ea		0.00	
12	Kitchen window				35x36	1	ea		0.00	
13	Windows				27x36	2	ea		0.00	
14	Windows				35x45	7	ea		0.00	
15	Windows				28x53	3	ea		0.00	
16	Window				22x44	1	ea		0.00	
17	Entry door -solid, no hardware				36x79	1	ea		0.00	
18	3-mirror medicine chest				36x29	1	ea		0.00	
19	railings - wood					35	lin ft		0.00	
20						1	ea		0.00	
21						1	ea		0.00	
22						1	ea		0.00	
23	<b>Throughout</b>					1	ea		0.00	
24	Baseboard heaters - salvage metal - estimated					140	lin ft		0.00	
25	Copper - estimated					1	ea		0.00	
26	Ceiling tiles - estimated				2x4ft	1000	sq.ft.		0.00	
27						1	ea		0.00	
28						1	ea		0.00	





**Better Futures Minnesota**

Date: March 20, 2024

**Bid Proposal for:**  
Columbia Heights

**Start Date:**  
TBD

**Completion Date:**  
TBD

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Alex Baldwin 443.478.0717

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Better Futures Minnesota \_\_\_\_\_ Date \_\_\_\_\_

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  - (b) By either party without the requirement of notice if a petition for relief under the laws of bankruptcy is filed by or against the other party, the other party makes an assignment for the benefit of creditors, or the other party is the subject of the appointment of a receiver, and such petition, assignment or appointment is not dismissed or vacated within thirty days.
  
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21. Amendment. No amendment or modification to this Agreement will be effective unless it is in writing and signed by duly authorized representatives of both parties.

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Better Futures Minnesota		Preliminary Materials List						Date: 3-12-24		
Job:		Year Built: 1910?				Sq ft.: 1,300?				
Client Name: City of Columbia Heights - Mitch Forney		# of Stories: 2				Property ID#:				
Address: 3853 Central Ave. NE, Columbia Heights, MN 5542		needs done by end of April 2024, haz mat has been done								
E-Mail: mforney@columbiaheightsmn.gov		Notes: Partial, plus do not leave anything open								
Phone: 763-706-3674		Board up any window openings per fire dept which will use for burn practice								
										
	DESCRIPTION OF ITEM	Mfg Name	Model #	Serial #	Dimension/Size WxHxD	QTY	UNIT	WEIGHT	TOTAL WEIGHT	VALUE
1	<b>Den</b>					1	ea		0.00	
2	T&G paneling 9&5" pine?					1	ea		0.00	
3	12x13 ceiling, walls 12x8 x 2?					1	ea		0.00	
4	HW flooring worn 3" pine 12x13					1	ea		0.00	
5	HW flooring 2.25" oak 13x11					1	ea		0.00	
6	French doors - nice glass				30x79.5	2	ea		0.00	
7	<b>Kitchen area</b>					1	ea		0.00	
8	Door to bathroom - hollow core?				36x80	1	ea		0.00	
9	Door - solid core				30x78	1	ea		0.00	
10	Flooring 9x13					1	ea		0.00	
11	<b>Light fixtures throughout</b>				10"	8	ea		0.00	
12	<b>Living Room/Dining Room combo</b>					1	ea		0.00	
13	Glass door to front porch - vintage				34x83.25	1	ea		0.00	
14	Flooring LR/DR 13x23, 2" oak?					1	ea		0.00	
15	Window (one screen ripped) DH				27x61	2	ea		0.00	
16	Trim - baseboards and around windows	13x13 + 13x9				1	ea		0.00	
17	Banister rail				3 ft	1	ea		0.00	
18	Spindles				24"	1	ea		0.00	
19	newel post - vintage				2 ft 10" 6x6	1	ea		0.00	
20	Fixed windows, to front porch				20x30	3	ea		0.00	
21	<b>Bedrooms</b>					1	ea		0.00	
22	Window DH				27x57	4	ea		0.00	
23	Door				29.5x78	1	ea		0.00	
24	Door				30x79.25	1	ea		0.00	
25	Flooring 9-5x12, 9-4x21, 10-3x13-3					1	ea		0.00	
26	Door with combo lock in knob				30x78	1	ea		0.00	
27	<b>Misc</b>					1	ea		0.00	
28	Ceiling fan in room next to den				see photo	1	ea		0.00	
29	Copper plumbing					1	ea		0.00	
30	Back exterior door (take or exclude?)				36x79	1	ea		0.00	
31	<b>Fencing at 3853 (treated, see tag*)</b>					1	ea		0.00	
32	5" wide 6 ft tall 1/2" boards					168	lin ft		0.00	

33	2x4s in back of fence boards				1	ea	0.00
34	Posts			4x4x68"	28	ea	0.00
35	Posts			5x5x6ft	2	ea	0.00
36	<b>Deck</b>				1	ea	0.00
37	Lumber 16 x 11-8 (treated, see tag*)				1	ea	0.00
38	Ramp boards - 4ft				39.5	lin ft	0.00
39	Firewood				1	ea	0.00
40					1	ea	0.00
41	*WeatherShield Premium Wood Products				1	ea	0.00
42	Micronized Copper Azole				1	ea	0.00
43	(site verify, found tags on various boards)				1	ea	0.00
44					1	ea	0.00
45	Retaining wall blocks front of property?				1	ea	0.00
46	Landscape rock around foundation?				1	ea	0.00
47					1	ea	0.00
48					1	ea	0.00
49					1	ea	0.00