



**ECONOMIC DEVELOPMENT AUTHORITY**  
City Hall—Shared Vision Room, 3989 Central Ave NE  
Monday, July 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 241 904 269 20** and **passcode QPW2Gy** . For questions please call the Community Development Department at 763-706-3670.

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

### **PLEDGE OF ALLEGIANCE**

### **CONSENT AGENDA**

- 1. Approve June 3rd, 2024, Regular EDA Meeting Minutes.**
- 2. Approve the Financial Reports and Payment of the Bills for May 2024**

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

### **BUSINESS ITEMS**

- 3. Approval of Demolition Contract for 941 44th, 3851 Central Ave, and 3853 Central Ave**

**MOTION:** Move to accept the proposal from Nitti Rolloff Services, in the amount of \$65,925 for the removal of burnt materials at 3853 Central, the demolition of all buildings and site improvements, the cutting and capping of all utilities at the property lines, and the regrading of the lots located at 941 44th Ave NE, 3851 Central Ave NE, and 3853 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

- 4. Deconstruction of 4416 Central Ave NE**

**MOTION:** Move to accept the proposal from Better Futures Minnesota, in the amount of \$\_\_\_\_\_ for deconstruction work on the property located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement or agreements for the same.

- 5. Junk Removal from 4416 Central Ave NE**

**MOTION:** Move to accept Bauer Services bid of \$3,999.22, for the removal of all junk and household items located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

**6. Asbestos and Hazardous Material Abatement for the EDA Owned Property Located at 4416 Central Ave NE**

**MOTION:** Move to accept the bid of \$2,500 by Dennis Environmental, for the removal of all hazardous materials located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

**7. Façade Improvement Grant Report for Las Americas Ecuadorian Bakery located at 4355 Central Ave**

**MOTION:** Move to waive the reading of Resolution 2024-18, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2024-18, 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 owner of Las Americas Ecuadorian Bakery.

**8. Home Improvement Loan Program Discussion**

**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—Shared Vision Room, 3989 Central Ave NE**  
**Monday, June 03, 2024**  
**5:00 PM**

## **MINUTES**

### **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 224 457 257 667 and passcode gVthwt** . For questions please call the Community Development Department at 763-706-3670.

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; Marlaine Szurek; Lamin Dibba

Members absent: Justice Spriggs

Staff Present: Mitchell Forney, Community Development Coordinator; Kevin Hansen, Interim City Manager; Sarah LaVoie, Administrative Assistant; Sara Ion, City Clerk; Tonja West-Hafner, Assistant Director of Community Government Relations at Anoka County,

### **PLEDGE OF ALLEGIANCE**

### **CONSENT AGENDA**

1. **Approve May 6, 2024, Regular EDA Meeting Minutes**
2. **Approve Financial Reports and Payment of Bills of April 2024.**

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

### **RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF APRIL 2024 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF APRIL 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 April 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 3<sup>rd</sup> day of June 2024

Offered by: KT Jacobs

Seconded by: Amada Márquez-Simula

Roll Call: All ayes of present. MOTION PASSED.

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

#### BUSINESS ITEMS

### 3. Anoka County Housing Study Presentation, Karen Skepper

Forney explained that Karen Skepper was unable to make the meeting but Assistant Director of Community Government Relations at Anoka County, Tonja West-Hafner would be replacing her to conduct the presentation.

Ms. West-Hafner reviewed the Anoka County Housing Study. There is continued growth in Anoka County. The labor shortages remain. There is a tight rental market with a vacancy rate of 2.3%. There is a dramatic increase in for-sale home prices. Housing affordability continues to decrease in all markets but especially for low and moderate-income households. There is a demand for all types of housing through 2030 and a potential demand for 18,041 new housing units.

Ms. West-Hafner explained that the Twin Cities Metro area continues to add households despite a downturn resulting from the Pandemic. The labor shortages continue in many industry segments and continue for in-person industries. Anoka County has experienced strong development of new rental housing product in the “suburban” communities. Production of rental units in more rural areas is a missing piece. There is a strong demand for affordable units across the country with very limited vacant units. The general occupancy demand is projected at 8,295 owner-occupied units and 4,509 rental units between 2023 and 2030.

Ms. West-Hafner noted there is a senior housing demand. The market rate is 2,758 units (58%), 1,269 units (25%) are affordable and 666 (19%) units are subsidized. It is projected that by 2030 there will be 5,237 senior housing units to the general occupancy demand.

Szurek asked if the senior housing numbers were for Columbia Heights. Ms. West-Hafner replied that it referred to the entire County of Anoka.

Ms. West-Hafner stated that Anoka County is a job exporter. The ratio of employed residents to jobs is 0.58. Many residents commute from Anoka County to Hennepin or Ramsey County for higher-paying jobs. The Median household income in Anoka County is \$90,027 but the average wage in 2022 was \$64,212 for jobs in the County. While rents tend to be lower in Anoka County, new construction for 2-bedroom rents exceeds \$1,600 per month. Anoka County workers cannot afford the new construction rentals.

Ms. West-Hafner mentioned that the Department of Housing and Urban Development has a general benchmark of 30% of a household’s adjusted gross rent to be affordable. In Anoka County, 42% of renters pay more than 30% of their income for rent, making them cost-burdened. 22% of renters pay more than 50% of their income for rent making them severely cost burdened. Renter households making less than \$35,000 per year are 82% cost burdened with 60% severely cost burdened and are paying more than half of their income for rent.

Ms. West-Hafner noted that 18% of all homeowners are cost-burdened and are paying more than 30% of their income for housing. 6% of homeowners are severely cost-burdened and are paying more than 50% of their income for housing. For homeowners earning less

than \$50,000 per year, the numbers increase to 58% cost-burdened and 32% severely cost-burdened. The solution is either higher wages or affordable housing development.

Ms. West-Hafner explained that there are currently 3,083 affordable units that are income-restricted in the County. There is a need for an additional 1,935 affordable or subsidized units to meet the 2030 demand. This would require 150-200 units each year to be developed over the next decade. Public and private sector efforts are needed to meet this goal. The demand has increased for townhomes and small lot single-family development, but the availability of the project is limited. Developers are increasing the production of luxury townhomes/small lots.

Ms. West-Hafner stated the Twin Cities median resale single-family home in 2023 was \$416,870 which is up 46% since 2018. The time on the market continues to be days rather than months with multiple offers on entry-level housing which creates bidding wars. The Metro area's new construction single-family median price is \$500,000.

Ms. West-Hafner mentioned that the 2020 average Anoka County household size is 2.80 people. The County is expected to remain stable until 2030. Hennepin and Ramsey Counties will decrease through 2030. Young families will offset older households that are downsizing. Single-family housing development will attract slightly larger households. 70% of households in Anoka County are families.

Ms. West-Hafner explained that 89% of Anoka County households did not move in 2021. 81% of the County households own their housing. Of the residents that moved, 5.4% moved from Anoka County but stayed in Minnesota and 4.1% of them moved to another Anoka County location. Younger residents moved more often with 20% of those aged 23-34 moving within the last year compared to 5.2% of persons aged 75+.

Ms. West-Hafner reviewed the employment growth trends. In 2000 Anoka County had 110,050 jobs. The number of jobs decreased to 106,387 between 2008 and 2011. However, in 2020 the job market recovered and rebounded to 113,111 jobs. A record number of unemployment claims were filed in the spring of 2020 due to the pandemic lockdown requiring non-essential workers to stay home while public venues including bars and restaurants were closed. Between 2020 and 2022, Anoka County is estimated to have bounced back with employment increasing by 15.1% over two years. By 2030, Anoka County is forecasted to have 137,890 jobs. 2040 is expected to have 147,220 jobs in the County. By comparison, the Twin Cities Metro jobs rebounded by 11.7% between 2020 and 2022 with continued strong growth through 2040. 75% of Anoka County jobs are located in Coon Rapids, Blaine, Fridley, Anoka and Ramsey. 66% of new job growth is anticipated to occur in those five cities. Ultra-low unemployment rates can be indicative of labor shortages putting pressure on wages.

Ms. West-Hafner noted that the location of Columbia Heights has freeway access which drives up the demand for new housing. Redevelopment over the last decade in the City has produced results with increases in market-rate rental, active adult affordable senior, and other high-density rental products. To support entry-level and move-up housing, the City

should consider in-fill locations or redevelopment sites where a cluster of new units may be placed. In addition, the City should anticipate some replacement of older single-family homes.

James asked Ms. West-Hafner to clarify what other high-density rental products meant and if it was a separate category from the market rate. Ms. West-Hafner replied that it was not a separate category but a mixture of different incomes.

Ms. West-Hafner stated that the City has no vacant developed lots or future lots for single-family or owned multi-family homes. The demand for owned housing is limited by the availability of land. Redevelopment could accommodate some of the demand. High construction costs would need to be publicly assisted to achieve feasible sale prices.

Ms. West-Hafner mentioned that there is a demand for 556 rental units by the end of 2030. In addition, there is a need for 250 market rates, 250 affordable, and 56 subsidized units to meet the demand by the end of 2040. Due to the proximity to jobs and the low vacancy rate in established rental developments, additional units could be added over the next few years to meet the demand. There is a demand for senior housing. The highest unmet need is for independent living and market-rate units with a-la-cart services.

Szurek noted that she could see the City doing a survey to determine which homes in the City are in bad shape and then to see which homes the City would like to acquire.

Forney added that the Council recently approved a Housing Trust Fund for the EDA. There will be some programs that would qualify under that and would begin soon.

Ms. West-Hafner explained that the information is simply a study and that the City is not required to do everything that is suggested. The study aims to create opportunities and educate the City. She added that the County will use the first round of funding to redevelop the Royce Place building.

Szurek asked what the County was planning on doing with the building. Ms. West-Hafner replied that they would rehabilitate it into an apartment building.

Hansen noted that the County just closed on the Royal Place building and asked if it would be about 24 months until the site was available. Ms. West-Hafner replied that it would be close to that. She added that the County does not want to be the long-term owners of the property and ideally would like to redevelop the site and then hand it over to someone else.

Dibba asked when the last time the housing study was conducted. Ms. West-Hafner replied that she was not sure but believed the County paid for a study ten years ago. She added that the City can conduct a study each year by having the City pay for it.

#### **4. Deconstruction of 3851 Central Ave**

Forney stated that Better Futures was able to get to the 3853 Central Avenue property before the Fire Department did the controlled burn on the property. Better Futures was able to get a lot of materials from the property and recycled many items as well. In a previous meeting, the EDA decided that the bid was too high. The high bid included the tearing down of the garage and removing the shed. The EDA directed Staff to find a lower bid. Staff were able to get the bid to \$6,995.

Szuerk asked if there would be another practice fire burn on another property. Forney replied that there would be but the largest hurdle is to have an Angstrom analytical come and test the burn site to make sure there are no hazardous materials.

James mentioned that the bid was more reasonable and is in favor of accepting the bid.

*Motion by James, seconded by Buesgens, to accept the proposal from Better Futures Minnesota, in the amount of \$6,995 for deconstruction work on the property located at 3851 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same. All ayes of present. MOTION PASSED.*

## BUSINESS UPDATES

Forney stated the demolition of additional properties will be before the EDA in July. Last Friday, the EDA closed on 4416 Central Avenue and will begin preparing the property for the Fire Department to do a training burn. As mentioned before, the County closed on the Royce Place building. The lot line will need to be adjusted in preparation for the building being redeveloped. He noted that Dibba brought up the Promise Act grant program during the last EDA meeting. Staff are going to work on notifying businesses about the Promise Act grant program.

Forney mentioned that the Council passed the time of sale recently so the program is up and running. Staff met with an art studio that is looking to do retail and a nonprofit art studio that would allow people to create art and sell it on the site.

Szurek asked if the art studio had picked a site yet. Forney replied that they had not yet. He encouraged the commissioners to notify Staff if they know of any building spaces that are available since there can be spaces that are under the radar within the City.

Jacobs mentioned that she heard a rumor that the old events center was becoming a coffee shop and asked if that was true. Forney replied that he had not heard of that happening.

## ADJOURNMENT

*Motion by Jacobs, seconded by Márquez-Simula, to adjourn the meeting at 5:48 pm. All ayes. MOTION PASSED.*

Respectfully submitted,

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Sarah LaVoie, Recording Secretary

**RESOLUTION NO. 2024-17****A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF MAY 2024 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF MAY 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 May 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 July 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Check 1231 408.6414.43050	3853 CENTRAL AVE DECONSTRUCTION	BETTER FUTURES MN	04/19/24	1518	5,829.00
			Total For Check 1231		5,829.00
Check 1267 204.6314.42171	LOCK BRACKET-3851 CENTRAL	MENARDS CASHWAY LUMBER-FRI	03/15/24	301524 MENARDS	2.99
			Total For Check 1267		2.99
Check 198808 204.6314.43250	041524 934571297 COMM DEV ADMIN	COMCAST	04/15/24	199842897	24.30
			Total For Check 198808		24.30
Check 198873 204.6314.43250	COMM DEV ADMIN (2.3%) INTERNET 0	ARVIG ENTERPRISES, INC	04/01/24	040124	16.54
			Total For Check 198873		16.54
Check 198884 393.7000.43050	TIF CONSULTING ALATUS	EHLERS & ASSOCIATES INC	02/12/24	96778	465.00
			Total For Check 198884		465.00
Check 198893 408.6418.44600	FIRE SUPPRESION GRANT	H M PROPERTIES LLC	04/30/24	043024	47,127.50
			Total For Check 198893		47,127.50
Check 198933 204.6314.43250	COMM DEV ADMIN (2.3%) INTERNET 0	ARVIG ENTERPRISES, INC	05/01/24	050124	16.54
			Total For Check 198933		16.54
Check 198989 204.6314.43210	043024 -10010429 COM DEV ADMINI	POPP.COM INC	04/30/24	992831444	12.42
204.6314.43210	042624 10013121 PHONE COMMDEV AD	POPP.COM INC	04/26/24	992830360	18.26
			Total For Check 198989		30.68
Check 199068 228.6317.43810	ELECTRIC	XCEL ENERGY (N S P)	05/09/24	1105648159	733.21
			Total For Check 199068		733.21
Check 199072 408.6414.43050	BURNT MATERIALS TESTING 3853 CEN	ANGSTROM ANALYTICAL INC	05/21/24	6644	395.00
			Total For Check 199072		395.00
Check 199076 204.6314.43045	LOCAL HOUSING TRUST FUND 46000-2	BARNA GUZY & STEFFEN LTD	04/30/24	282301	1,395.00
			Total For Check 199076		1,395.00
Check 199131 228.6317.44000	ELEVATOR CAMERA INSTALLATION	TK ELEVATOR CORPORATION	04/24/24	6000719730	1,769.93
			Total For Check 199131		1,769.93

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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Fund Totals:

Fund 204 EDA ADMINISTRATION	1,486.05
Fund 228 DOWNTOWN PARKING	2,503.14
Fund 393 TIF BB6 ALATUS 4300 CEN	465.00
Fund 408 EDA REDEVELOPMENT PROJE	53,351.50

Total For All Funds:	57,805.69
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--- TOTALS BY GL DISTRIBUTION ---

204.6314.42171	LOCK BRACKET-3851 CENTRAL	2.99
204.6314.43045	LOCAL HOUSING TRUST FUND 46000-20	1,395.00
204.6314.43210	043024 -10010429 COM DEV ADMINI	30.68
204.6314.43250	COMM DEV ADMIN (2.3%) INTERNET O	57.38
228.6317.43810	ELECTRIC	733.21
228.6317.44000	ELEVATOR CAMERA INSTALLATION	1,769.93
393.7000.43050	TIF CONSULTING ALATUS	465.00
408.6414.43050	BURNT MATERIALS TESTING 3853 CEN	6,224.00
408.6418.44600	FIRE SUPPRESION GRANT	47,127.50

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 202 - ANOKA CO COMM DEV PROGRAMS							
Expenditures							
Dept 6355 - ANOKA CO HRA LEVY PROJECTS							
OTHER SERVICES & CHARGES							
202.6355.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	0.00	1,231.00	(1,231.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	1,231.00	(1,231.00)	100.00
Total Dept 6355 - ANOKA CO HRA LEVY PROJECTS		0.00	0.00	0.00	1,231.00	(1,231.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	1,231.00	(1,231.00)	100.00
Fund 202 - ANOKA CO COMM DEV PROGRAMS:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	1,231.00	(1,231.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	(1,231.00)	1,231.00	100.00

PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	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)
CHARGES FOR SERVICES							
204.0000.34112	ADMINISTRATIVE FEES	0.00	0.00	0.00	30.00	(30.00)	100.00
CHARGES FOR SERVICES		0.00	0.00	0.00	30.00	(30.00)	100.00
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	(2,621.36)	316,321.36	(0.84)
TOTAL REVENUES		313,700.00	0.00	0.00	(2,621.36)	316,321.36	(0.84)
Expenditures							
Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
OTHER SERVICES & CHARGES							
204.6314.43045	ATTORNEY FEES-OTHER	0.00	0.00	1,395.00	1,938.00	(1,938.00)	100.00
204.6314.43050	EXPERT & PROFESSIONAL SERV.	2,500.00	2,310.00	748.25	2,189.50	(1,999.50)	179.98
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	18.25	498.11	201.89	71.16
204.6314.43220	POSTAGE	500.00	0.00	0.00	202.44	297.56	40.49
204.6314.43250	OTHER TELECOMMUNICATIONS	400.00	0.00	40.84	180.38	219.62	45.10
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	1,333.35	1,866.65	41.67
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	1,069.20	30.80	97.20
204.6314.44040	INFORMATION SYS:INTERNAL SVC	9,100.00	0.00	758.33	3,791.65	5,308.35	41.67
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)	100.00
OTHER SERVICES & CHARGES		24,100.00	2,310.00	3,227.34	12,287.63	9,502.37	60.57
PERSONNEL SERVICES							
204.6314.41010	REGULAR EMPLOYEES	203,800.00	0.00	24,506.08	87,481.87	116,318.13	42.93
204.6314.41210	P.E.R.A. CONTRIBUTION	15,300.00	0.00	1,837.96	6,829.04	8,470.96	44.63
204.6314.41220	F.I.C.A. CONTRIBUTION	15,800.00	0.00	2,004.07	7,339.60	8,460.40	46.45
204.6314.41300	INSURANCE	23,400.00	0.00	2,126.93	10,624.18	12,775.82	45.40
204.6314.41510	WORKERS COMP INSURANCE PREM	1,600.00	0.00	91.83	578.54	1,021.46	36.16
PERSONNEL SERVICES		259,900.00	0.00	30,566.87	112,853.23	147,046.77	

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 204 - EDA ADMINISTRATION							
Expenditures							
SUPPLIES							
204.6314.42000	OFFICE SUPPLIES	200.00	0.00	0.00	66.18	133.82	33.09
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	37.69	162.31	18.85
204.6314.42175	FOOD SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
SUPPLIES		800.00	0.00	0.00	103.87	696.13	12.98
CONTINGENCIES & TRANSFERS							
204.6314.47100	OPER. TRANSFER OUT - LABOR	28,900.00	0.00	2,408.33	12,041.65	16,858.35	41.67
CONTINGENCIES & TRANSFERS		28,900.00	0.00	2,408.33	12,041.65	16,858.35	41.67
Total Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
		313,700.00	2,310.00	36,202.54	137,286.38	174,103.62	44.50
TOTAL EXPENDITURES							
		313,700.00	2,310.00	36,202.54	137,286.38	174,103.62	44.50
Fund 204 - EDA ADMINISTRATION:							
TOTAL REVENUES		313,700.00	0.00	0.00	(2,621.36)	316,321.36	0.84
TOTAL EXPENDITURES		313,700.00	2,310.00	36,202.54	137,286.38	174,103.62	44.50
NET OF REVENUES & EXPENDITURES		0.00	(2,310.00)	(36,202.54)	(139,907.74)	142,217.74	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	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							
OTHER SERVICES & CHARGES							
228.6317.43600	PROP & LIAB INSURANCE	3,100.00	0.00	258.33	1,291.65	1,808.35	41.67
228.6317.43800	UTILITY SERVICES	2,000.00	0.00	0.00	720.40	1,279.60	36.02
228.6317.43810	ELECTRIC	13,000.00	0.00	733.21	4,146.00	8,854.00	31.89
228.6317.44000	REPAIR & MAINT. SERVICES	35,000.00	614.30	0.00	5,973.93	28,411.77	18.82
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	991.54	12,131.98	42,353.72	23.13
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
Total Dept 6317 - DOWNTOWN PARKING		56,600.00	614.30	991.54	12,131.98	43,853.72	22.52
TOTAL EXPENDITURES		56,600.00	614.30	991.54	12,131.98	43,853.72	22.52
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	991.54	12,131.98	43,853.72	22.52
NET OF REVENUES & EXPENDITURES		0.00	(614.30)	(991.54)	(12,131.98)	12,746.28	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	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
Total Dept 0000 - NON-DEPARTMENTAL							
		855,000.00	0.00	0.00	295,941.88	559,058.12	34.61
TOTAL REVENUES		855,000.00	0.00	0.00	295,941.88	559,058.12	34.61
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
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
Total Dept 7000 - BONDS							
		742,700.00	444.00	0.00	166,725.00	575,531.00	22.51
TOTAL EXPENDITURES		742,700.00	444.00	0.00	166,725.00	575,531.00	22.51
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 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 392 - TIF BB2 ALATUS 40TH AV							
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
392.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	0.00	500.00	(500.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	500.00	(500.00)	100.00
CAPITAL OUTLAY							
392.7000.46200	FISCAL AGENT CHARGES	0.00	176.00	0.00	0.00	(176.00)	0.00
CAPITAL OUTLAY		0.00	176.00	0.00	0.00	(176.00)	0.00
Total Dept 7000 - BONDS							
		0.00	176.00	0.00	500.00	(676.00)	100.00
TOTAL EXPENDITURES							
		0.00	176.00	0.00	500.00	(676.00)	100.00
Fund 392 - TIF BB2 ALATUS 40TH AV:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	176.00	0.00	500.00	(676.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(176.00)	0.00	(500.00)	676.00	100.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 393 - TIF BB6 ALATUS 4300 CENTRAL							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
MISCELLANEOUS							
393.0000.36216	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							
393.0000.39310	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							
393.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	0.00	465.00	(465.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	465.00	(465.00)	100.00
CAPITAL OUTLAY							
393.7000.46010	PRINCIPAL	5,935,000.00	0.00	0.00	0.00	5,935,000.00	0.00
393.7000.46110	INTEREST	13,400.00	0.00	0.00	0.00	13,400.00	0.00
393.7000.46210	MISCELLANEOUS FISCAL CHARGES	0.00	0.00	0.00	1,000.00	(1,000.00)	100.00
CAPITAL OUTLAY		5,948,400.00	0.00	0.00	1,000.00	5,947,400.00	0.02
Total Dept 7000 - BONDS							
		5,948,400.00	0.00	0.00	1,465.00	5,946,935.00	0.02
TOTAL EXPENDITURES		5,948,400.00	0.00	0.00	1,465.00	5,946,935.00	0.02
Fund 393 - TIF BB6 ALATUS 4300 CENTRAL:							
TOTAL REVENUES		5,948,700.00	0.00	0.00	0.00	5,948,700.00	0.00
TOTAL EXPENDITURES		5,948,400.00	0.00	0.00	1,465.00	5,946,935.00	0.02
NET OF REVENUES & EXPENDITURES		300.00	0.00	0.00	(1,465.00)	1,765.00	488.33

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	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	0.00	219.00	(219.00)	100.00
408.6314.44300	MISC. CHARGES	0.00	0.00	0.00	298.89	(298.89)	100.00
408.6314.44600	LOANS & GRANTS	0.00	0.00	0.00	4,600.00	(4,600.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	5,117.89	(5,117.89)	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	0.00	20,117.89	(20,117.89)	100.00
Dept 6414 - COMMERCIAL REVITALIZATION							
OTHER SERVICES & CHARGES							
408.6414.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	395.00	79,630.00	(79,630.00)	100.00
408.6414.44000	REPAIR & MAINT. SERVICES	0.00	0.00	0.00	495.21	(495.21)	100.00
408.6414.44390	TAXES & LICENSES	0.00	0.00	0.00	53.24	(53.24)	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	0.00	395.00	80,178.45	19,821.55	80.18
CAPITAL OUTLAY							
408.6414.45110	LAND	210,000.00	0.00	226,519.55	226,519.55	(16,519.55)	107.87
CAPITAL OUTLAY		210,000.00	0.00	226,519.55	226,519.55	(16,519.55)	107.87
Total Dept 6414 - COMMERCIAL REVITALIZATION		310,000.00	0.00	226,914.55	306,698.00	3,302.00	98.93
Dept 6418 - FIRE SUPPRESSION GRANT							
OTHER SERVICES & CHARGES							
408.6418.44600	LOANS & GRANTS	0.00	2,872.50	0.00	47,127.50	(50,000.00)	100.00
OTHER SERVICES & CHARGES		0.00	2,872.50	0.00	47,127.50	(50,000.00)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
PERIOD ENDING 05/31/2024

Item 2.

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 05/31/24	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - EDA REDEVELOPMENT PROJECT FD							
Expenditures							
Total Dept 6418 - FIRE SUPPRESSION GRANT		0.00	2,872.50	0.00	47,127.50	(50,000.00)	100.00
TOTAL EXPENDITURES		310,000.00	2,872.50	226,914.55	373,943.39	(66,815.89)	121.55
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	2,872.50	226,914.55	373,943.39	(66,815.89)	121.55
NET OF REVENUES & EXPENDITURES		0.00	(2,872.50)	(226,914.55)	(373,830.53)	376,703.03	100.00
TOTAL REVENUES - ALL FUNDS							
TOTAL REVENUES - ALL FUNDS		7,484,000.00	0.00	0.00	293,433.38	7,190,566.62	3.92
TOTAL EXPENDITURES - ALL FUNDS		7,371,400.00	6,416.80	264,108.63	693,282.75	6,671,700.45	9.49
NET OF REVENUES & EXPENDITURES		112,600.00	(6,416.80)	(264,108.63)	(399,849.37)	518,866.17	360.80

AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	07/01/2024

<b>ITEM:</b>	Approval of Demolition Contract for 941 44 <sup>th</sup> , 3851 Central Ave, and 3853 Central Ave		
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b>	Mitchell Forney, 6-25-24

**BACKGROUND:**

Earlier this year, the EDA purchased the properties located at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE to hold them for redevelopment. 3851 and 3853 Central Ave NE are being held in combination with 3841 Central Ave to create what is shaping up to be a significant redevelopment opportunity. Other than one house separating these properties the EDA owns .47 acres of land across the three properties. 941 44<sup>th</sup> Ave NE, was more of a strategic acquisition which will be held for a longer period. Throughout the summer, the Columbia Heights Fire Department was able to utilize both structures for a variety of training, ultimately burning down 3851 Central Ave NE in a training burn on May 6<sup>th</sup>, 2024. The next step in the redevelopment of these properties is to demolish the remaining structures on all properties.

Staff prepared bid sheets and submitted bid requests to several contractors and received six bids. To make the project easier to bid on, the EDA had taken on the environmental testing and removal of all personal items and hazardous materials from the buildings. As part of the demolition bid, the contractor is responsible for the removal of all outbuildings and site improvements to the properties. This also includes the removal and capping of the water and sewer lines at the property line to prepare the sites for redevelopment. Below is a chart outlining the bids and bid amounts received. Staff recommend awarding the project to the low bidder Nitti Rolloff Services for \$65,925.

Company Name	Bid Amount
Rick's Demolition and Concrete Removal	\$91,500
All State Companies Inc	\$68,000
Kamish Excavating Inc	\$133,230
Scherber Co	\$106,437
Nitti Rolloff Services	\$65,925
Sample Excavating	\$104,740

**RECOMMENDED MOTION(S):**

MOTION: Move to accept the proposal from Nitti Rolloff Services, in the amount of \$65,925 for the removal of burnt materials at 3853 Central, the demolition of all buildings and site improvements, the cutting and capping of all utilities at the property lines, and the regrading of the lots located at 941 44<sup>th</sup> Ave NE, 3851 Central Ave NE, and 3853 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

**ATTACHMENT(S):**

1. Sample Agreement
2. Rick's Demolition and Concrete Removal Bid

- 
3. All State Companies Inc Bid
  4. Kamish Excavating Inc Bid
  5. Scherber Co Bid
  6. Nitti Rolloff Services Bid
  7. Semple Excavating Bid
  8. Bid Specs

**EDA IN AND FOR THE CITY OF COLUMBIA HEIGHTS CONTRACT FOR THE UTILITY DISCONNECTION, DEMOLITION OF SITE IMPROVEMENTS, AND SITE GRADING AT 941 44<sup>TH</sup> AVE NE, 3851 CENTRAL AVE NE, AND 3853 CENTRAL AVE NE**

For valuable consideration as set forth below, this Contract dated the \_\_\_\_ day of \_\_\_\_\_, 2024, is made and entered into between the Economic Development Authority in and for the City of Columbia Heights, a public body corporate and politic created pursuant to the laws of the State of Minnesota ("EDA") and Nitti Rolloff Services, a Minnesota corporation ("Contractor").

**1. CONTRACT DOCUMENTS**

Contractor hereby promises and agrees to perform and comply with all the provisions of this Contract pursuant to the specifications for demolition, water/sewer line capping, and site grading attached hereto as **Exhibit A** for the residential properties located at 941 44<sup>th</sup> Ave NE, 3851 Central Ave NE, and 3853 Central Ave NE, Columbia Heights, Minnesota ("Properties"). The Contract including specifications in **Exhibit A** shall comprise the total agreement of the parties hereto. No oral order, objection, or claim by any party to the other shall affect or modify any of the terms or obligations contained in this Contract.

**2. THE WORK**

The work to be performed by Contractor under this Contract (hereinafter the "Work"), is defined in the Proposal as the removal of burnt materials at 3853 Central, the demolition of all buildings and site improvements, the cutting and capping of all utilities at the property lines, and the regrading of the primary excavation areas at all three locations. As part of the Work, Contractor agrees to remove all excess material from the Properties.

**3. CONTRACT PRICE**

The EDA agrees to pay Contractor the sum of \$65,925 in exchange for the Contractor furnishing labor and materials for the Work at the Properties, payable within 30 days of Contractor's completion of the Work.

**Contractor may start work on this project upon its execution of this Contract and providing proof of insurance pursuant to paragraph 5.**

**4. COMPLETION DATE/LIQUIDATED DAMAGES**

Contractor shall complete all Work on or before August 30<sup>th</sup> 2024 ("Completion Date"). Due to the difficulty in ascertaining and establishing the actual damages which the EDA or City would sustain, liquidated damages are specified as follows for failure of Contractor to complete his performance under this Contract by the Completion Date: for every calendar day that the

Contract shall remain uncompleted beyond the Completion Date of August 30<sup>th</sup>, 2024, Contractor shall pay the EDA \$50.00 per day as liquidated damages.

## 5. **INSURANCE**

Before beginning actual work under this Contract, Contractor shall submit to the EDA and obtain the EDA's approval of a certificate of insurance on Standard Form C.I.C.C.-701 or ACORD 25 forms, showing the following insurance coverage, and listing the Contractor as a loss payee under the policies:

- |    |                               |                   |
|----|-------------------------------|-------------------|
| a. | General Contractor Liability: | \$1,000,000.00    |
| b. | Workman's Compensation:       | Statutory Amounts |

The EDA and the City shall be named as an Additional Insureds in regard to the General Contractor Liability forms where required by written contract on a primary and non-contributory basis, including completed operations. This certificate must provide for the above coverages to be in effect from the date of the Contract until 30 days after the Completion Date, and must provide the insurance coverage will not be canceled by the insurance company without 30 days written notice to the EDA of intent to cancel. The certificate must further provide that Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the EDA that may apply to injury or damage relating to the maintenance or repair of the City streets or rights-of-way by either the City, EDA or any employee, agent, independent contractor or any other person or entity retained by the City or EDA to perform the services described herein. All insurance is subject to the review and approval of the Columbia Heights City Attorney.

## 6. **LAWS, REGULATIONS AND SAFETY**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to performance under this Contract. Contractor shall provide adequate signs and/or barricades, and will take all necessary precautions for the protection of the work and the safety of the public.

## 7. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, EDA, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8. **ASSIGNMENT**

Contractor shall not assign or transfer, whether by an assignment or novation or otherwise, any of its rights, duties, benefits, obligations, liabilities or responsibilities without prior written consent of the EDA.

9. **NOTICE**

The address and telephone number of Contractor for purposes of giving notices and any other purpose under this Contract shall be 8651 Naples St NE, Suite #100, Blaine, MN 55449, (763)238-1014.

The address of the EDA for purposes of giving notices and any other purposes under this Contract shall be 3989 Central Ave. NE. Columbia Heights, MN 55421.

**IN WITNESS WHEREOF**, the parties to this Contract have hereunto set their hands and seals as of the day and year first above written.

**ECONOMIC DEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF COLUMBIA  
HEIGHTS**

By: \_\_\_\_\_  
Aaron Chirpich  
Its: Executive Director

**NITTI ROLLOFF SERVICES INC.**

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



**Exhibit A  
Specifications**

See attached.



**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$ 91,500, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** Rick's Demolition and Concrete Removal

**License Number:** IR809940

**Address:** 2417 12th Avenue South, Minneapolis, MN 55404

**Telephone:** 612-400-4091 **E-mail Address:** sales@ricksdacrmn.com

**Contractor Signature:** 

**Date:** 06/19/2024

**Title:** President, Managing Partner



**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$ 68,000.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** All State Companies, Inc.

**License Number:** \_\_\_\_\_

**Address:** 28494 149<sup>th</sup> St NW Zimmerman MN 55398

**Telephone:** 612.810.2372 **E-mail Address:** info@allstateconn.com

**Contractor Signature:** [Signature]

**Date:** 6/14/24

**Title:** President



**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$ 133,230.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** Kamish Excavating

**License Number:** \_\_\_\_\_

**Address:** 1301 S. Concord St S. St. Paul MN 55075

**Telephone:** 651-775-0848 **E-mail Address:** brad@kamishexcavating.com

**Contractor Signature:** Brad Emude

**Date:** 6-20-24

**Title:** Project Manager



## BID FORM

**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

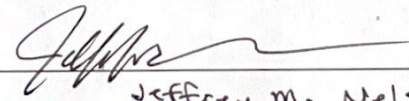
For a price of \$ 106,437.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** Scherber Co.

**License Number:** N/A

**Address:** 20160 75<sup>th</sup> Ave N. Corcoran MN 55340

**Telephone:** 612-369-7496 **E-mail Address:** Scherberco.SN@gmail.com

**Contractor Signature:**   
Jeffrey M. Nelson

**Date:** 6-17-24

**Title:** Supervisor/Estimator

**NOTE:** Sidewalk in front of 3851 may not be able to be saved. Due to location of water shut off and Removal of frost footing And frost wall.





**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$ 65,925<sup>00</sup>, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** Nitt: Rolloff Services Inc.

**License Number:** N/A

**Address:** 8651 Naples St. N.E.

**Telephone:** 763-238-1014 **E-mail Address:** dana@hitti.companies.com

**Contractor Signature:** [Signature]

**Date:** 6/11/24

**Title:** V.P. Sales



**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$ 104,740 —, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

Name of Contractor: Seemple Excavating & Trucking, Inc

License Number: NA

Address: 91 Ridder Circle; St Paul, MN 55107

Telephone: 651-772-1449 E-mail Address: Josh@SeempleCo.com

Contractor Signature: Josh Seemple

Date: 06/20/2024

Title: CEO



**From:** The Economic Development Authority in and for the City of Columbia Heights

**Subject:** Request for quotes for demolition, site grading, and utility disconnection at 941 44<sup>th</sup> Ave NE, 3851 Central Ave NE, and 3853 Central Ave NE.

**Overview:**

The City of Columbia Heights EDA is the owner of the properties addressed 941 44<sup>th</sup> Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159). On May 6<sup>th</sup>, 2024, the Columbia Heights Fire Department utilized single family structure at 3853 Central for a training burn. The EDA is requesting quotes for the removal burnt materials at 3853 Central, the demolition of all buildings and site improvements, the cut of all utilities at the property lines, and the regrading of the primary excavation areas at all three locations. If you are interested in submitting a quote for this project, please review the enclosed specifications and inspect the site. Please call Mitchell Forney in the Community Development Department with any questions and for access to the properties, 763-706-3674.

Proposals must be completed on the enclosed bid form and **submitted by 1:00p.m. on June 20<sup>th</sup>, 2024.** Proposals may be submitted by U.S. Mail, e-mail or in person; please note the enclosed bid form must be used. City staff will review the submitted proposals and forward them to the EDA. City staff expect the EDA to select a demolition contractor at their next meeting on July 1<sup>st</sup>, 2024. The timeline for completion of all work will be prior **to August 30<sup>th</sup>, 2024.**

Submit proposals to the following:

Attn: Mitchell Forney  
City of Columbia Heights Community Development Department  
3989 Central Ave, NE  
Columbia Heights, MN 55421  
[mforney@columbiaheightsmn.com](mailto:mforney@columbiaheightsmn.com)





**Property Owner:** City of Columbia Heights Economic Development Authority

**Property Addresses:** 941 44th Ave NE (P.I.D. 36-30-24-22-0050), 3851 Central Ave NE (P.I.D. 36-30-24-33-0011), 3853 Central Ave NE (P.I.D. 36-30-24-33-0159)

For a price of \$\_\_\_\_\_, the contractor named below proposes to fully complete the work in accordance with the attached specifications for burnt material removal, demolition, water and sewer utility cut off, and site grading at 941 44<sup>th</sup> Ave, 3851 Central Ave NE, and 3853 Central Ave NE.

**Name of Contractor:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_



## Scope of Work

### A) General

- 1) Contractor shall furnish all labor, materials, and equipment, and shall perform all service and work required to remove the; burnt materials, buildings, structures, and improvements from the site along with the post demolition grading of the site, in strict accordance with these specifications and in accordance with all applicable ordinances and laws pertaining to removal of buildings, structures, grading and erosion control. **Before demolition, contractor is to install silt fencing around the entire perimeter of the disturbed area. Erosion control logs can be used at the site entrance only.**
- 2) Contractor shall thoroughly review these specifications and examine the site to evaluate existing and proposed conditions prior to making a quote. Failure to do so shall in no way relieve contractor from performing the work as required or be grounds for a claim for extra payment.

### B) Demolition and Disposal of Buildings and Site Improvements

- 1) All buildings and site improvements on the site shall be removed and properly disposed of. Demolition to include, but not limited to stairs, ramps, fences, retaining walls, floor slabs, garages, equipment bases, driveways, aprons, foundation walls and footings, and other structure components, appurtenances and contents associated with each structure, unless noted otherwise. **Include removal of all out-buildings and miscellaneous items included in the attached pictures.**
- 2) All demolition materials, substrates, debris, waste, or other materials shall be collected, stored, handled, managed, and disposed of in accordance with currently accepted practices at an approved, licensed, or permitted facility in accordance with applicable federal, state, and local ordinances, rules, and regulations.

**C) Backfill, Compaction and Grading**

- 1) No demolition material shall be left in or placed in any excavation. All excavations unless otherwise noted, shall be back filled with clean imported sand. Imported material shall be placed in 1-foot lifts and compacted to no less than 95% standard proctor density. Contractor shall provide the city with third party sampling, analysis, and reports to demonstrate that 95% compaction has been achieved.
- 2) The finished grade shall be determined by matching the existing average grade of the excavation areas prior to demolition. The final grade shall maintain pre demolition drainage patterns.
- 3) Upon completion of the finished grade, contractor shall spread 3" of imported topsoil to all disturbed areas of the site and apply seed and blanket to the same.

**D) Abandonment of Wells**

- 1) **The city is not aware of any wells on the properties. If a well is discovered:** As part of this bid, the demolition contractor is to hire a well sealing company to properly seal the well and record the sealing with the Minnesota Department of Health. Contractor must provide records of the well sealing to the city upon completion.

**E) Utilities**

- 1) Contractor shall be responsible for calling Gopher State One Call for the location of any underground utilities prior to commencement of demolition and site grading work.
- 2) The city has completed the disconnection of electricity (Excel Energy), natural gas (CenterPoint Energy) services for the properties. Other private communication utilities such as telephone and cable may still be connected; if so, contractor shall roll them back and secure them at the pole prior to demolition.



- 3) Contractor is to coordinate the shut off of water with Public Works to ensure that the water is off before the demolition work is started. **Contractor is to remove the water line from the main structure by kinking the line where it meets the curb stop and mark on-site, the location of the service termination.**
- 4) Contractor is to coordinate the termination of the private sewer line with Public Works. **The sewer lines shall be removed and capped where it meets the Property Lines.** Document and mark on-site, the location of the service termination.

#### **F) Asbestos and Other Hazardous Materials**

- 1) The City has contracted with Angstrom Analytical for the completion of a pre-demolition survey for the properties. The survey is attached to this report. The City utilized Dennis Environmental to remove any asbestos or hazardous materials found in the survey, prior to the demo.
- 2) For 3853 Central Ave NE. The City has contracted with Angstrom Analytical for the completion of testing of the buildings' burnt materials. Attached is the report regarding the burnt materials. Burnt materials shall be disposed of in accordance with all state and federal requirements.

#### **G) Permits and Inspections**

- 1) Contractor will complete and submit the City of Columbia Heights demolition permit application. Contractor shall have the work inspected prior to backfilling the primary excavation. The sewer and water service termination will also be inspected by City Public Works staff. A separate sewer and water disconnection permit must be secured from the City.
- 2) If any permits from other governmental agencies are required, contractor shall, at contractor's own expense, secure such permits, pay any fees, and complete any inspections required by same, and provide a copy of the permit to the City.
- 3) Contractor shall submit "Notification of Intent to Perform a Demolition" Form to the MPCA.



#### H) Miscellaneous Provisions, and Notices

- 1) Contractor shall erect and maintain all necessary barricades and warnings to adequately safeguard workers, adjacent property, and the public.
- 2) The demolition and clearing of the site shall be carried out in such a manner to preclude damage to adjacent property or public right-of-way.
- 3) **Contractor is to provide dust control during demolition by watering the homes.** Water is available at no cost from the City by accessing adjacent hydrants. Please notify Columbia Heights Public Works one week in advance to coordinate hydrant connection
- 4) Submission of a proposal will constitute an incontrovertible representation by contractor that contractor has complied with every requirement of these specifications and attachments thereto; that without exception the proposal is premised upon performing and furnishing the work including but not limited to the specific means, methods, techniques, sequences, procedures or precautions expressly required by these specifications and attachments thereto; that contractor has received from the City satisfactory written resolution of any conflicts, errors, ambiguities, and discrepancies; and that these specifications and attachments thereto are generally sufficient to indicate and convey understanding of the terms and conditions for performing and furnishing the work.



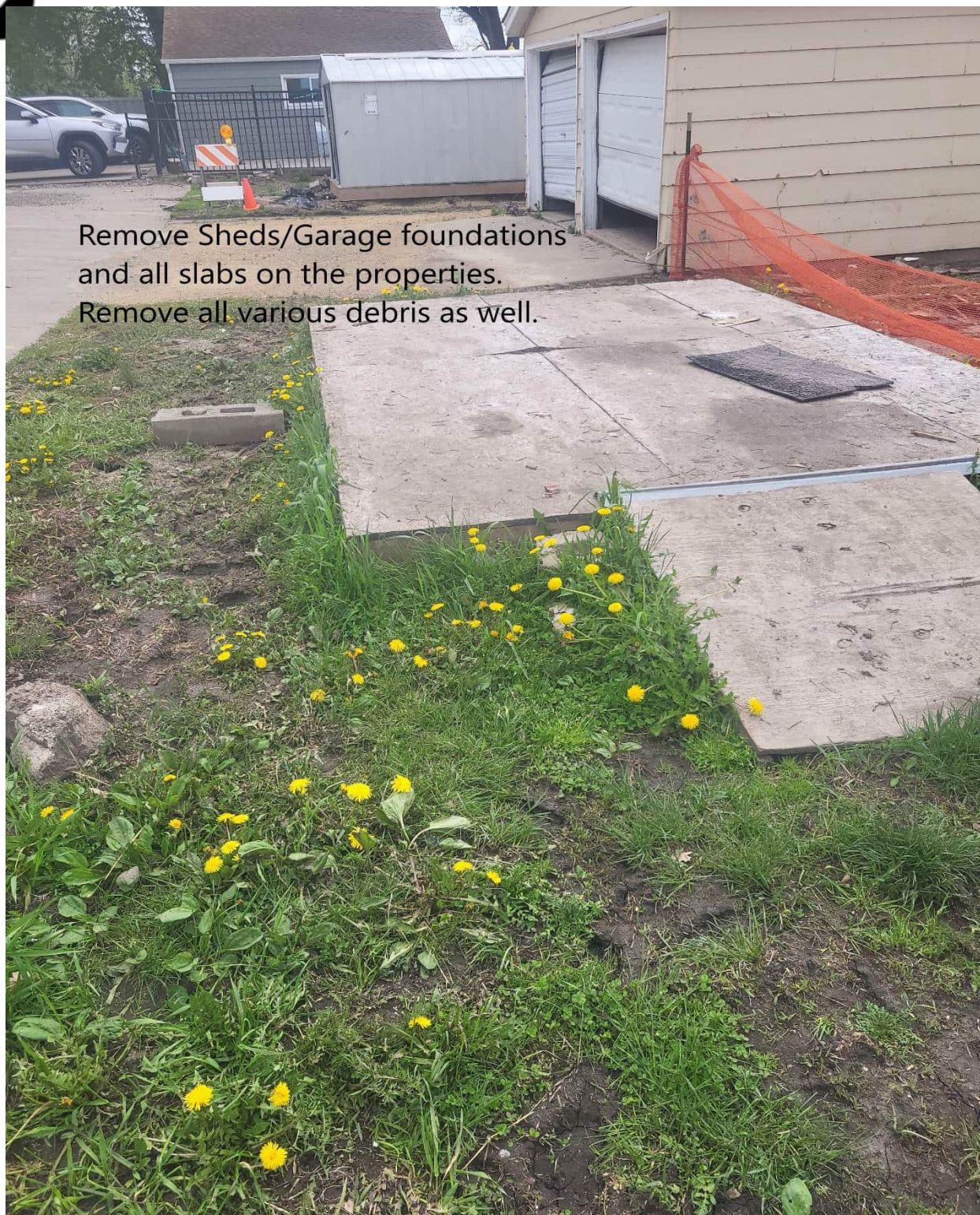












Remove Sheds/Garage foundations  
and all slabs on the properties.  
Remove all various debris as well.

**3851 Central – Remove all items and excess debris.**





**3851 Central – Remove all items and excess debris.**





**3851 Central – Remove all items and excess debris.**





**3851 Central– Remove all items and excess debris.**



**3851 Central – Remove all items and excess debris.**





**3851 Central – Remove all items and excess debris.**





**3851 Central – Remove all items and excess debris.**





3851 Central – Remove all items and excess debris.





**3851 Central– Remove all items and excess debris.**





**3851 Central– Remove all items and excess debris.**



3851 Central– Remove all items and excess debris.





3851 Central – Remove all items and excess debris.





Remove fence posts and  
debris

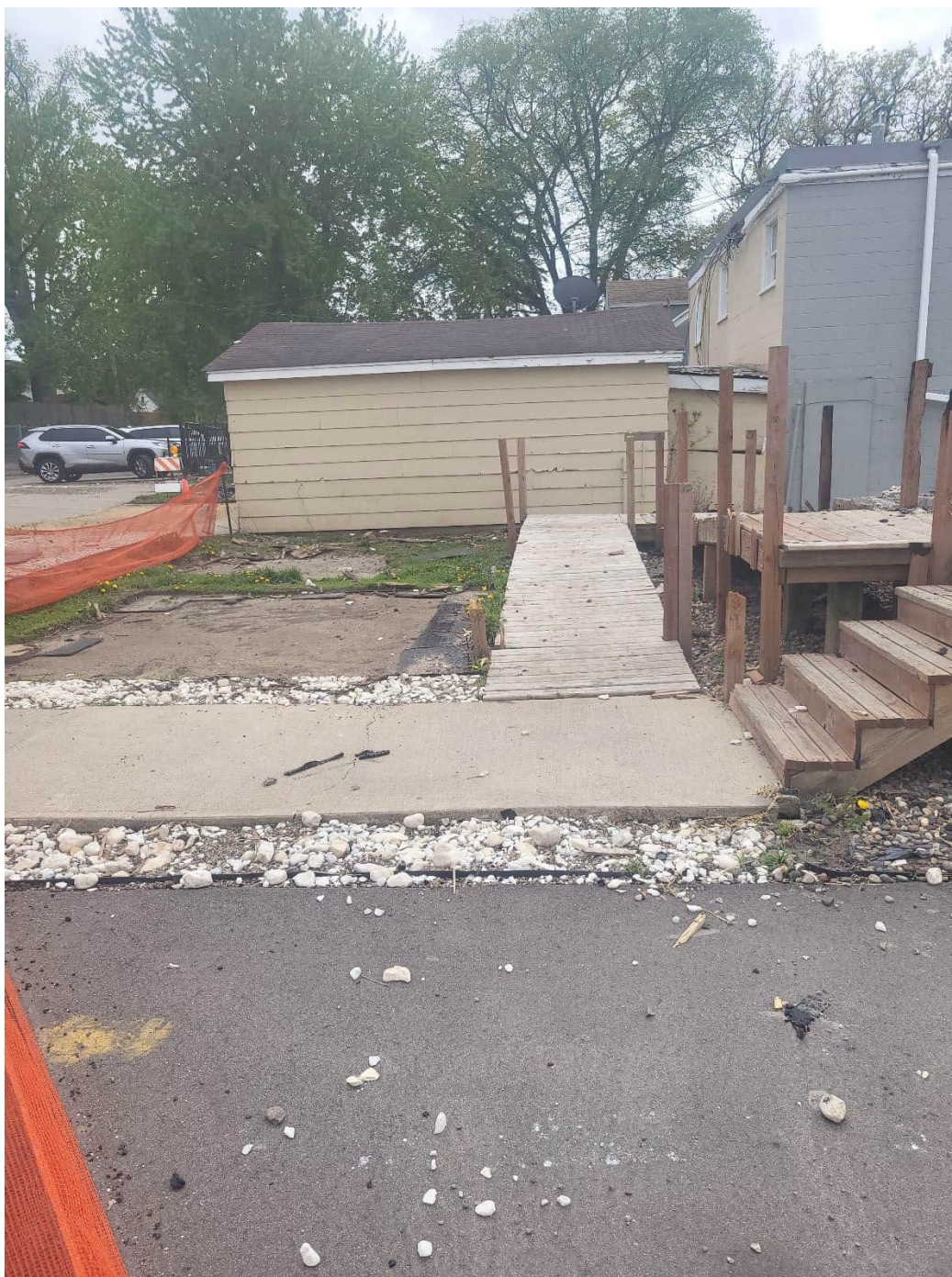
3853 Central – Remove all items and excess debris.





**3853 Central– Remove all items and excess debris.**





**3853 Central– Remove all items and excess debris.**





**3853 Central – Remove all items and excess debris.**





**3853 Central – Remove all items and excess debris.**





**3853 Central– Remove all items and excess debris.**





**3853 Central – Remove all items and excess debris.**





**3853 Central – Remove all items and excess debris.**





**3853 Central– Remove all items and excess debris.**





941 44<sup>th</sup> – Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.





**941 44<sup>th</sup> – Remove all items and excess debris.**





941 44<sup>th</sup> – Remove all items and excess debris.





941 44th– Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.





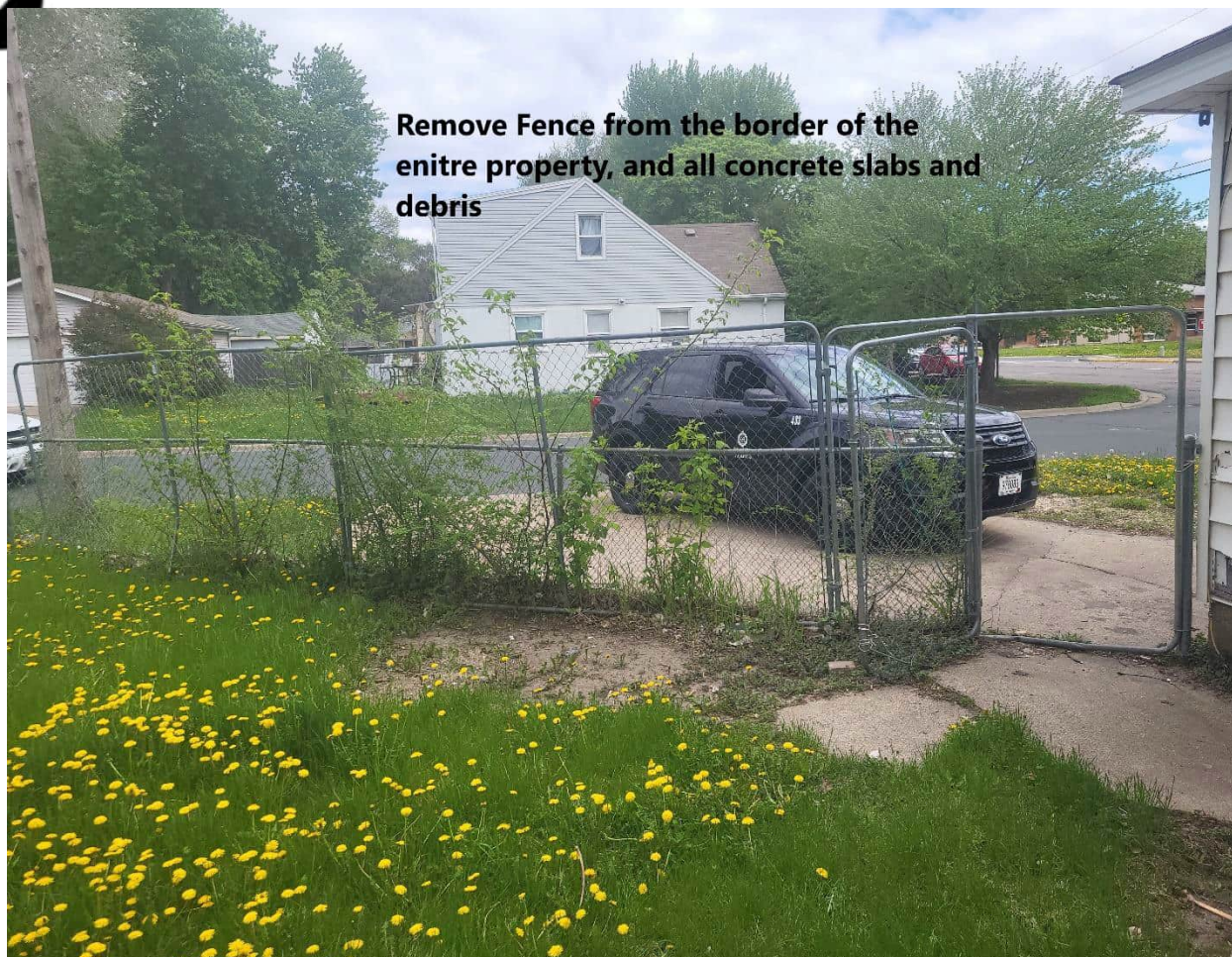
941 44<sup>th</sup> – Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.





**941 44<sup>th</sup> – Remove all items and excess debris.**





941 44<sup>th</sup> – Remove all items and excess debris.





**941 44<sup>th</sup> – Remove all items and excess debris.**





941 44<sup>th</sup> – Remove all items and excess debris.





**941 44<sup>th</sup> – Remove all items and excess debris.**





941 44<sup>th</sup> – Remove all items and excess debris.





941 44<sup>th</sup> – Remove all items and excess debris.



# Burn Report

Item 3.

5001 Cedar Lake Road \* St. Louis Park, MN 55416  
952-252-0405 fax: 952-252-0407

City of Columbia Heights  
Attn: Mitchell Forney  
3989 Central Ave. NE  
Columbia Heights, MN 55421

May 16, 2024

**TCLP RCRA 8 metals**  
**3853 Central Ave.**  
**Columbia Heights MN**

On May 6, 2024 you submitted, for TCLP RCRA 8 metals analysis, one sample from the above referenced project. The results of the sample rendered concentrations of:

Arsenic	<0.200 mg/L
Barium	<0.400 mg/L
Cadmium	<0.0400 mg/L
Chromium	<0.0400 mg/L
Lead	0.304 mg/L
Selenium	<0.200 mg/L
Silver	<0.100 mg/L
Mercury	<0.00200 mg/L

(ND = Analyte Not Detected)

According to the EPA the allowable waste limits are (ppm=mg/L):

Arsenic (D004)	5.0 ppm
Barium (D005)	100.0 ppm
Cadmium (D006)	1.0 ppm
Chromium (D007)	5.0 ppm
Lead (D008)	5.0 ppm
Mercury (D009)	0.2 ppm
Selenium (D010)	1.0 ppm
Silver (D011)	5.0 ppm

**The above results indicate that the sample is within the EPA limits.** I hope you find the above information is useful. If you have any questions, please call me at the number above. Analysis performed by Eurofins TestAmerica.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Hagen', is written over a horizontal line.

Kevin Hagen  
Angstrom Analytical, Inc.



# ANALYTICAL REPORT

## PREPARED FOR

Attn: Kevin Hagen  
Angstrom Analytical Inc  
5001 Cedar Lake Road South  
Saint Louis Park, Minnesota 55416

Generated 5/16/2024 12:30:31 PM

## JOB DESCRIPTION

City of Columbia Heights  
CH-3853

## JOB NUMBER

310-280648-1

# Eurofins Cedar Falls

## Job Notes

This report may not be reproduced except in full, and with written approval from the laboratory. The results relate only to the samples tested. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.

The test results in this report relate only to the samples as received by the laboratory and will meet all requirements of the methodology, with any exceptions noted. This report shall not be reproduced except in full, without the express written approval of the laboratory. All questions should be directed to the Eurofins Environment Testing North Central, LLC Project Manager.

## Authorization



Generated  
5/16/2024 12:30:31 PM

Authorized for release by  
Bob Michels, Project Manager I  
[Bob.Michels@et.eurofinsus.com](mailto:Bob.Michels@et.eurofinsus.com)  
(319)277-2401



## Table of Contents

Cover Page . . . . .	1
Table of Contents . . . . .	3
Case Narrative . . . . .	4
Sample Summary . . . . .	5
Detection Summary . . . . .	6
Client Sample Results . . . . .	7
Definitions . . . . .	8
QC Sample Results . . . . .	9
QC Association . . . . .	10
Chronicle . . . . .	11
Certification Summary . . . . .	12
Method Summary . . . . .	13
Chain of Custody . . . . .	14
Receipt Checklists . . . . .	16

## Case Narrative

Client: Angstrom Analytical Inc  
Project: City of Columbia Heights

Job ID: 310-280648-1

**Job ID: 310-280648-1**

**Eurofins Cedar Falls**

### Job Narrative 310-280648-1

Analytical test results meet all requirements of the associated regulatory program listed on the Accreditation/Certification Summary Page unless otherwise noted under the individual analysis. Data qualifiers are applied to indicate exceptions. Noncompliant quality control (QC) is further explained in narrative comments.

- Matrix QC may not be reported if insufficient sample or site-specific QC samples were not submitted. In these situations, to demonstrate precision and accuracy at a batch level, a LCS/LCSD may be performed, unless otherwise specified in the method.
- Surrogate and/or isotope dilution analyte recoveries (if applicable) which are outside of the QC window are confirmed unless attributed to a dilution or otherwise noted in the narrative.

Regulated compliance samples (e.g. SDWA, NPDES) must comply with the associated agency requirements/permits.

#### Receipt

The sample was received on 5/8/2024 1:30 PM. Unless otherwise noted below, the sample arrived in good condition, and, where required, properly preserved and on ice. The temperature of the cooler at receipt time was 1.2°C.

#### Metals

Method 6010D - TCLP: The following sample(s) was diluted due to the presence of an interferent. >: RCRA 8 Metals (310-280648-1). Elevated reporting limits (RLs) are provided.

No additional analytical or quality issues were noted, other than those described above or in the Definitions/ Glossary page.

Eurofins Cedar Falls



Sample Summary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
310-280648-1	RCRA 8 Metals	Solid	05/06/24 09:00	05/08/24 13:30



Detection Summary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Client Sample ID: RCRA 8 Metals

Lab Sample ID: 310-280648-1

Analyte	Result	Qualifier	RL	MDL	Unit	Dil Fac	D	Method	Prep Type
Lead	0.304		0.200		mg/L	2		6010D	TCLP



This Detection Summary does not include radiochemical test results.



## Client Sample Results

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Client Sample ID: RCRA 8 Metals

Lab Sample ID: 310-280648-1

Date Collected: 05/06/24 09:00

Matrix: Solid

Date Received: 05/08/24 13:30

## Method: SW846 6010D - Metals (ICP) - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	<0.200		0.200		mg/L		05/15/24 09:00	05/16/24 12:02	2
Barium	<0.400		0.400		mg/L		05/15/24 09:00	05/16/24 12:02	2
Cadmium	<0.0400		0.0400		mg/L		05/15/24 09:00	05/16/24 12:02	2
Chromium	<0.0400		0.0400		mg/L		05/15/24 09:00	05/16/24 12:02	2
Lead	0.304		0.200		mg/L		05/15/24 09:00	05/16/24 12:02	2
Selenium	<0.200		0.200		mg/L		05/15/24 09:00	05/16/24 12:02	2
Silver	<0.100		0.100		mg/L		05/15/24 09:00	05/16/24 12:02	2

## Method: SW846 7470A - Mercury (CVAA) - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	<0.00200		0.00200		mg/L		05/14/24 09:00	05/14/24 14:09	1

## Definitions/Glossary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

## Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CFU	Colony Forming Unit
CNF	Contains No Free Liquid
DER	Duplicate Error Ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL	Detection Limit (DoD/DOE)
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision Level Concentration (Radiochemistry)
EDL	Estimated Detection Limit (Dioxin)
LOD	Limit of Detection (DoD/DOE)
LOQ	Limit of Quantitation (DoD/DOE)
MCL	EPA recommended "Maximum Contaminant Level"
MDA	Minimum Detectable Activity (Radiochemistry)
MDC	Minimum Detectable Concentration (Radiochemistry)
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
MPN	Most Probable Number
MQL	Method Quantitation Limit
NC	Not Calculated
ND	Not Detected at the reporting limit (or MDL or EDL if shown)
NEG	Negative / Absent
POS	Positive / Present
PQL	Practical Quantitation Limit
PRES	Presumptive
QC	Quality Control
RER	Relative Error Ratio (Radiochemistry)
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)
TNTC	Too Numerous To Count



## QC Sample Results

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

## Method: 6010D - Metals (ICP)

Lab Sample ID: LB 310-421504/1-C  
Matrix: Solid  
Analysis Batch: 421907

Client Sample ID: Method Blank  
Prep Type: TCLP  
Prep Batch: 421580

Analyte	LB LB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Arsenic	<0.100		0.100		mg/L		05/15/24 09:00	05/16/24 10:32	1
Barium	<0.200		0.200		mg/L		05/15/24 09:00	05/16/24 10:32	1
Cadmium	<0.0200		0.0200		mg/L		05/15/24 09:00	05/16/24 10:32	1
Chromium	<0.0200		0.0200		mg/L		05/15/24 09:00	05/16/24 10:32	1
Lead	<0.100		0.100		mg/L		05/15/24 09:00	05/16/24 10:32	1
Selenium	<0.100		0.100		mg/L		05/15/24 09:00	05/16/24 10:32	1
Silver	<0.0500		0.0500		mg/L		05/15/24 09:00	05/16/24 10:32	1

Lab Sample ID: LCS 310-421504/2-C  
Matrix: Solid  
Analysis Batch: 421907

Client Sample ID: Lab Control Sample  
Prep Type: TCLP  
Prep Batch: 421580

Analyte	Spike Added	LCS LCS		Unit	D	%Rec	%Rec Limits
		Result	Qualifier				
Arsenic	4.00	4.008		mg/L		100	80 - 120
Barium	2.00	2.010		mg/L		100	80 - 120
Cadmium	2.00	1.896		mg/L		95	80 - 120
Chromium	2.00	1.925		mg/L		96	80 - 120
Lead	4.00	3.806		mg/L		95	80 - 120
Selenium	8.00	8.021		mg/L		100	80 - 120
Silver	2.00	2.103		mg/L		105	80 - 120

## Method: 7470A - Mercury (CVAA)

Lab Sample ID: LB 310-421504/1-B  
Matrix: Solid  
Analysis Batch: 421631

Client Sample ID: Method Blank  
Prep Type: TCLP  
Prep Batch: 421510

Analyte	LB LB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Mercury	<0.00200		0.00200		mg/L		05/14/24 09:00	05/14/24 13:52	1

Lab Sample ID: LCS 310-421504/2-B  
Matrix: Solid  
Analysis Batch: 421631

Client Sample ID: Lab Control Sample  
Prep Type: TCLP  
Prep Batch: 421510

Analyte	Spike Added	LCS LCS		Unit	D	%Rec	%Rec Limits
		Result	Qualifier				
Mercury	0.0167	0.01702		mg/L		102	80 - 120

## QC Association Summary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

## Metals

## Leach Batch: 421504

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-280648-1	RCRA 8 Metals	TCLP	Solid	1311	
LB 310-421504/1-B	Method Blank	TCLP	Solid	1311	
LB 310-421504/1-C	Method Blank	TCLP	Solid	1311	
LCS 310-421504/2-B	Lab Control Sample	TCLP	Solid	1311	
LCS 310-421504/2-C	Lab Control Sample	TCLP	Solid	1311	

## Prep Batch: 421510

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-280648-1	RCRA 8 Metals	TCLP	Solid	7470A	421504
LB 310-421504/1-B	Method Blank	TCLP	Solid	7470A	421504
LCS 310-421504/2-B	Lab Control Sample	TCLP	Solid	7470A	421504

## Prep Batch: 421580

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-280648-1	RCRA 8 Metals	TCLP	Solid	3010A	421504
LB 310-421504/1-C	Method Blank	TCLP	Solid	3010A	421504
LCS 310-421504/2-C	Lab Control Sample	TCLP	Solid	3010A	421504

## Analysis Batch: 421631

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-280648-1	RCRA 8 Metals	TCLP	Solid	7470A	421510
LB 310-421504/1-B	Method Blank	TCLP	Solid	7470A	421510
LCS 310-421504/2-B	Lab Control Sample	TCLP	Solid	7470A	421510

## Analysis Batch: 421907

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
310-280648-1	RCRA 8 Metals	TCLP	Solid	6010D	421580
LB 310-421504/1-C	Method Blank	TCLP	Solid	6010D	421580
LCS 310-421504/2-C	Lab Control Sample	TCLP	Solid	6010D	421580



## Lab Chronicle

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Client Sample ID: RCRA 8 Metals

Lab Sample ID: 310-280648-1

Date Collected: 05/06/24 09:00

Matrix: Solid

Date Received: 05/08/24 13:30

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Analyst	Lab	Prepared or Analyzed
TCLP	Leach	1311			421504	D0DG	EET CF	05/13/24 15:30 - 05/14/24 08:00 <sup>1</sup>
TCLP	Prep	3010A			421580	KM3E	EET CF	05/15/24 09:00
TCLP	Analysis	6010D		2	421907	ZRI4	EET CF	05/16/24 12:02
TCLP	Leach	1311			421504	D0DG	EET CF	05/13/24 15:30 - 05/14/24 08:00 <sup>1</sup>
TCLP	Prep	7470A			421510	A6US	EET CF	05/14/24 09:00
TCLP	Analysis	7470A		1	421631	A6US	EET CF	05/14/24 14:09

<sup>1</sup> This procedure uses a method stipulated length of time for the process. Both start and end times are displayed.

## Laboratory References:

EET CF = Eurofins Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401

Accreditation/Certification Summary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Laboratory: Eurofins Cedar Falls

The accreditations/certifications listed below are applicable to this report.

Authority	Program	Identification Number	Expiration Date
Minnesota	NELAP	019-999-319	12-31-24





## Method Summary

Client: Angstrom Analytical Inc  
Project/Site: City of Columbia Heights

Job ID: 310-280648-1  
SDG: CH-3853

Method	Method Description	Protocol	Laboratory
6010D	Metals (ICP)	SW846	EET CF
7470A	Mercury (CVAA)	SW846	EET CF
1311	TCLP Extraction	SW846	EET CF
3010A	Preparation, Total Metals	SW846	EET CF
7470A	Preparation, Mercury	SW846	EET CF

**Protocol References:**

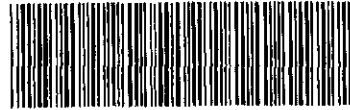
SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

**Laboratory References:**

EET CF = Eurofins Cedar Falls, 3019 Venture Way, Cedar Falls, IA 50613, TEL (319)277-2401



Environment Testing  
America



310-280648 Chain of Custody

### Cooler/Sample Receipt and Temperature Log Form

<b>Client Information</b>			
Client: <u>Angstrom</u>			
City/State: <u>ENVY</u>	STATE: <u>MN</u>	Project:	
<b>Receipt Information</b>			
Date/Time Received:	DATE: <u>5-8-24</u>	TIME: <u>1330</u>	Received By: <u>MC</u>
Delivery Type: <input type="checkbox"/> UPS <input type="checkbox"/> FedEx <input type="checkbox"/> FedEx Ground <input type="checkbox"/> US Mail <input type="checkbox"/> Spee-Dee <input checked="" type="checkbox"/> Lab Courier <input type="checkbox"/> Lab Field Services <input type="checkbox"/> Client Drop-off <input type="checkbox"/> Other:			
<b>Condition of Cooler/Containers</b>			
Sample(s) received in Cooler?		If yes: Cooler ID:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Multiple Coolers?		If yes: Cooler # _____ of _____	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Cooler Custody Seals Present?		If yes: Cooler custody seals intact?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sample Custody Seals Present?		If yes: Sample custody seals intact?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Trip Blank Present?		If yes: Which VOA samples are in cooler? ↓	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>Temperature Record</b>			
Coolant: <input checked="" type="checkbox"/> Wet Ice <input type="checkbox"/> Blue Ice <input type="checkbox"/> Dry Ice <input type="checkbox"/> Other: <input type="checkbox"/> NONE			
Thermometer ID: <u>X</u>		Correction Factor (°C): <u>0</u>	
• Temp Blank Temperature – If no temp blank, or temp blank temperature above criteria, proceed to Sample Container Temperature			
Uncorrected Temp (°C): <u>1.2</u>		Corrected Temp (°C): <u>1.2</u>	
• Sample Container Temperature			
Container(s) used:	CONTAINER 1		CONTAINER 2
Uncorrected Temp (°C):			
Corrected Temp (°C):			
<b>Exceptions Noted</b>			
1) If temperature exceeds criteria, was sample(s) received same day of sampling? <input type="checkbox"/> Yes <input type="checkbox"/> No			
a) If yes: Is there evidence that the chilling process began? <input type="checkbox"/> Yes <input type="checkbox"/> No			
2) If temperature is <0°C, are there obvious signs that the integrity of sample containers is compromised? (e.g., bulging septa, broken/cracked bottles, frozen solid?) <input type="checkbox"/> Yes <input type="checkbox"/> No			
NOTE If yes, contact PM before proceeding. If no, proceed with login			
<b>Additional Comments</b>			



<b>Regulatory Program:</b> <input type="checkbox"/> DW <input type="checkbox"/> NPDES <input checked="" type="checkbox"/> RCRA <input type="checkbox"/> Other		<b>Project Manager:</b> Kevin Hagen <b>Tel/Email:</b> 612-810-6209		<b>Site Contact:</b> CH-3853 <b>Lab Contact:</b>		<b>Date:</b> 5/14/24 <b>Carrier:</b>		<b>COC No</b> of <b>COCs</b>	
<b>Client Contact:</b> Angstrom Analytical Address: 3001 Cedar Lake Road City/State/Zip: St Louis Park, MN 55416 Phone: 3853 Central Ave. Fax:		<b>Analysis Turnaround Time</b> <input type="checkbox"/> CALENDAR DAYS <input type="checkbox"/> WORKING DAYS TAT: If different from Below <input checked="" type="checkbox"/> 2 weeks <input type="checkbox"/> 1 week <input type="checkbox"/> 2 days <input type="checkbox"/> 1 day		<b>Sample Identification</b> RCRA-8 metals Kevin@angstromanalytical.com		<b>Filtered Sample (Y/N)</b> Y		<b>Perform MS / MSD (Y/N)</b> Y	
<b>Sample Date</b> 5/14/24		<b>Sample Time</b> 900		<b>Sample Type</b> C		<b>Matrix</b>		<b># of Cont.</b> 1	
<b>Sample Specific Notes</b>		Sample Disposal (A fee may be assessed if samples are retained longer than 1 month) <input type="checkbox"/> Return to Client <input type="checkbox"/> Disposal by Lab <input type="checkbox"/> Archive for _____ Months							
<b>Special Instructions/QC Requirements &amp; Comments:</b>									
<b>Relinquished by</b> Kevin Hagen		<b>Custody Seal No</b> Angstrom		<b>Date/Time</b> 5-14-24		<b>Received by</b> Blair Bystrom		<b>Company</b> Evergas	
<b>Relinquished by</b> Kevin Hagen		<b>Company</b> Angstrom		<b>Date/Time</b> 5/14/24		<b>Received by</b> MNU		<b>Company</b> MNU	
<b>Relinquished by</b> Kevin Hagen		<b>Company</b> Angstrom		<b>Date/Time</b> 5/14/24		<b>Received by</b> MNU		<b>Company</b> MNU	

## Login Sample Receipt Checklist

Client: Angstrom Analytical Inc

Job Number: 310-280648-1

SDG Number: CH-3853

Login Number: 280648

List Source: Eurofins Cedar Falls

List Number: 1

Creator: Homolar, Dana J

Question	Answer	Comment
Radioactivity wasn't checked or is $\leq$ background as measured by a survey meter.	N/A	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is $<6\text{mm}$ (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	

14





5001 Cedar Lake Rd.  
St. Louis Park, MN 55416  
952-252-0405 office  
952-252-0407 fax

Mitchell Forney  
City of Columbia Heights  
590-40th Ave NE  
Columbia Heights

October 19, 2023

3851 Central Ave., NE  
Columbia Heights

Dear Mitchell:

Kevin Hagen, AI2562, a representative of Angstrom Analytical, Inc., visited the above referenced property on October 9, 2023 for the purpose of conducting an asbestos demolition inspection. We are prepared to state that of the materials sampled, none were asbestos containing building materials contained in or on the fabric of the structure or on the property.

No samples other than from the fabric of the building that is planned for demolition were taken or analyzed and this report only relates only to 3851 Central Ave NE. Fifty-seven samples of suspect building materials were collected and analyzed in our laboratory by Polarized Light Microscopy. Please see attached notes.

During the course of the survey the following hazardous materials were noted:

**Appliances**

1 furnace  
1 washer/dryer  
1 water heater

**Misc. Materials**

3 thermostats

All friable and category II non-friable materials need to be removed, per applicable regulations, prior to and demolition efforts. Category I non-friable materials are allowed to be left in place for the demolition. However, the landfill must be made aware that the demolition debris will contain (minimal amounts of) category I non-friable asbestos containing material and is subject to the MPCA's rules and regulations pertinent to the demolition efforts (notifications, etc.). **This survey should not be interpreted as a bidding document or as an asbestos project design. It is incumbent upon the contractor to verify quantities.** Quantification of materials identified in this inspection report are approximations and based on observed quantities. Additional amounts of material may be present under floor, above ceilings and inside wall cavities and not fully quantified. For example, thermal system insulation identified in a basement may also exist inside wall cavities.

If you have any questions, please call us at the number above.

Sincerely,

A handwritten signature in black ink, appearing to be 'KH' with a long horizontal stroke extending to the right.

Kevin Hagen  
Angstrom Analytical, Inc.





5001 Cedar Lake Rd.  
 St. Louis Park, MN 55416  
 952-252-0405 office  
 952-252-0407 fax

### Analysis of Bulk Samples for Asbestos Using Polarized Light Microscopy (PLM)

Mitchell Forney  
 City of Columbia Heights  
 590-40th Ave NE  
 Columbia Heights

Re: 3851 Central Ave., NE

Number of Samples: 57

#### Methods and Definitions

The submitted samples were analyzed using the EPA Interim Method #600/M4-82-020 (polarized light microscopy with dispersion staining). The method defines an asbestos containing material as one that contains greater than 1% asbestos by weight and asbestos is defined as the fibrous forms of serpentine and certain amphiboles. While the fibrous and non-fibrous forms of minerals are discernible microscopically in hand specimens, the distinction between them is not clear on a microscopic level, especially after processing or manufacturing. Fibrous amphiboles are generally those whose mean aspect ratios (length over width) under the microscope are approximately  $>10$ ; non-fibrous amphiboles are generally those whose mean aspect ratios are approximately  $<6$ . During analysis, morphology and an estimate of mean aspect ratio are used to assign a given mineral fiber population to fibrous and non-fibrous categories. That non-fibrous amphiboles are not reported as asbestos is consistent with mineralogical definitions, but does not imply that non-fibrous amphiboles are not hazardous. Airborne concentrations of them may be regulated by OSHA under certain circumstances. The type of dispersion staining used is generally phase contrast, although central stop dispersion staining may also be used.

#### Percentage Reporting

The percentage of each fiber type present was determined using volume percents estimated from stereoscopic examination, projected area percents from mounted slide examination and percents from comparison to weight percent standards. Such estimations are suitable for most samples, but do have large error ranges. Errors are estimated to be 100 relative percent uncertainty for percentage estimates under 10% ranging down to as little as 10 relative percent uncertainty for percentage estimates greater than 50%. Friable samples which have been estimated by the above methods to contain less than 10% asbestos can be point-counted, according to the EPA Interim Methods, as required by NESHAPS. In low percentage samples, point counting may produce false negatives or positives, due to the small number of points counted. For samples consisting of more than one apparent type of material or layer, the percentage of each fiber type in each type of material or layer is determined and reported separately; an overall average for the sample of each fiber type is then calculated. The reported friability of a sample refers to that friability observed in the condition analyzed (broken, crushed, etc.), and is not to be substituted for an on-site assessment of friability. Each Angstrom Analytical lab report relates only to the sample tested and may not, due to the sampling process be representative of the material sampled.

A handwritten signature in black ink, appearing to read 'Kevin Hagen', is written over a horizontal line.

Kevin Hagen, Angstrom Analytical, Inc.

October 19, 2023



## Material Identification Table

5001 Cedar Lake Road  
St. Louis Park, MN 55416  
952-252-0405

Project #: On-site  
Date: October 19, 2023

Client: City of Columbia Heights  
Address: 590-40th Ave NE  
Columbia Heights  
Phone: 763-706-3670  
Email: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

Project: Residential  
Address: 3851 Central Ave., NE  
Columbia Heights  
Contact: Mitchell Forney  
Phone: 763-706-3674

N = no damage  
D = moderate damage  
SD = significant damage  
SF = square feet  
LF = linear feet

ND = none detected  
NS = Not Sampled  
NAC = not accessible  
EA = each  
NS-Not Suspect  
NT-Not Tested

Sample #	Location	Material	Description	Asbestos / %	Quantity / Unit	Condition	Damage Potential	Rating
1-3	Upper level baths	tile,mortar,grout	cementitious	ND	40-50/SF-EA	N	PD	0
4-6	upper level	ceiling texture	white granular	ND	2000-2100/SF	N	PD	0
7-9	upper level	sheetrock,joint,tape	white granular	ND	3800-4200/SF	N	PD	0
10-12	Upper level	linoleum	gray	ND	20-30/SF	N	PD	0
13-15	Upper level	laminated flooring	gray/tan	ND	450-500/SF	N	PD	0
16-18	Upper level	sink undercoating	black	ND	1/EA	N	PD	0
19-21	Upper level	linoleum under sink	black/white	ND	2-6/SF	N	PD	0
22-24	upper stair land	tile,mortar,grout	cementitious	ND	16-20/SF	N	PD	0
25-27	Upper level	ceiling tiles	2x4	ND	450-500/SF	N	PD	0
28-30	Lower level	laminated flooring	gray	ND	500-550/SF	N	PD	0
31-33	Lower level	tile,mortar,grout	cementitious	ND	250-300/SF	N	PD	0
34-36	Lower level	ceiling tiles	2x4	ND	1700-1800/SF	N	PD	0
37-39	Lower level	sheetrock,joint,tape	white granular	ND	3200-3400/SF	N	PD	0
40-42	Lower level	paneling adhesive	tan	ND	350-400/SF	N	PD	0
43-45	Lower level	slab	cementitious	ND	1800-1900/SF	N	PD	0
46-48	Exterior	window/door caulking	pliable	ND	150-200/LF	N	PD	0
49-51	Exterior	roofing	Built-up	ND	1700-1800/SF	N	PD	0
52-54	Exterior	cinder block & mortar	cementitious	ND	2700-2800/SF	N	PD	0
55-57	Throughout	insulation	fluff/gold mix	TR<1%	3200-3500/SF	N	PD	0

CHR-Chrysotile	TREM-Tremolite	ACT-Actinolite	B-basement	BR-bedroom	H-hall	DR-dining rm	FR-family rm	C-corridor	CL-closet
AM-Amosite	CROC-Crocidolite	ANTH-Anthophyllite	K-kitchen	BA-bath	M-mech.	LR-living rm	G-garage	U-utility	ST-stairway

Item 3.





5001 Cedar Lake Rd.  
St. Louis Park, MN 55416  
952-252-0405 office  
952-252-0407 fax

Mitchell Forney  
City of Columbia Heights  
590-40th Ave NE  
Columbia Heights

October 19, 2023

3853 Central Ave., NE  
Columbia Heights

Dear Mitchell:

Kevin Hagen #2652, a representative of Angstrom Analytical, Inc., visited the above referenced property on October 9, 2023 for the purpose of conducting an asbestos demolition inspection. We are prepared to state that there are friable asbestos containing building materials contained in or on the fabric of the structure.

The following materials tested positive for the presence of asbestos:

**TSI vent tape      TSI Ducting seam tape      Flue patch**

**The friable materials are:**

- 1. Approximately 2-3 vents with asbestos containing TSI paper on them throughout the home.**
- 2. Approximately 1 asbestos containing flue patch in the basement .**
- 3. Approximately 20-30 linear feet of asbestos containing TSI ducting seam tape throughout the basement.**

No samples other than from the fabric of the building that is planned for demolition were taken or analyzed and this report only relates only to 3853 Central Ave NE. Forty-eight samples of suspect building materials were collected and analyzed in our laboratory by Polarized Light Microscopy. Please see attached notes.

During the course of the survey the following hazardous materials were noted:

**Appliances**

1 furnace  
1 A/C  
1 water heater

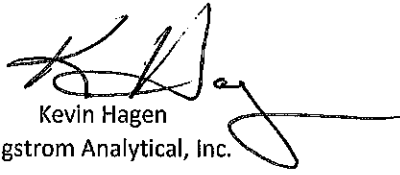
**Misc. Materials**

1 thermostat

All friable and category II non-friable materials need to be removed, per applicable regulations, prior to and demolition efforts. Category I non-friable materials are allowed to be left in place for the demolition. However, the landfill must be made aware that the demolition debris will contain (minimal amounts of) category I non-friable asbestos containing material and is subject to the MPCA's rules and regulations pertinent to the demolition efforts (notifications, etc.). **This survey should not be interpreted as a bidding document or as an asbestos project design. It is incumbent upon the contractor to verify quantities.** Quantification of materials identified in this inspection report are approximations and based on observed quantities. Additional amounts of material may be present under floor, above ceilings and inside wall cavities and not fully quantified. For example, thermal system insulation identified in a basement may also exist inside wall cavities.

If you have any questions, please call us at the number above.

Sincerely,

A handwritten signature in black ink, appearing to read 'KHagen', with a long horizontal flourish extending to the right.

Kevin Hagen  
Angstrom Analytical, Inc.





5001 Cedar Lake Rd.  
 St. Louis Park, MN 55416  
 952-252-0405 office  
 952-252-0407 fax

### Analysis of Bulk Samples for Asbestos Using Polarized Light Microscopy (PLM)

Mitchell Forney  
 City of Columbia Heights  
 590-40th Ave NE  
 Columbia Heights

Re: 3853 Central Ave., NE

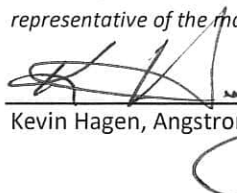
Number of Samples: 48

#### Methods and Definitions

The submitted samples were analyzed using the EPA Interim Method #600/M4-82-020 (polarized light microscopy with dispersion staining). The method defines an asbestos containing material as one that contains greater than 1% asbestos by weight and asbestos is defined as the fibrous forms of serpentine and certain amphiboles. While the fibrous and non-fibrous forms of minerals are discernible microscopically in hand specimens, the distinction between them is not clear on a microscopic level, especially after processing or manufacturing. Fibrous amphiboles are generally those whose mean aspect ratios (length over width) under the microscope are approximately  $>10$ ; non-fibrous amphiboles are generally those whose mean aspect ratios are approximately  $<6$ . During analysis, morphology and an estimate of mean aspect ratio are used to assign a given mineral fiber population to fibrous and non-fibrous categories. That non-fibrous amphiboles are not reported as asbestos is consistent with mineralogical definitions, but does not imply that non-fibrous amphiboles are not hazardous. Airborne concentrations of them may be regulated by OSHA under certain circumstances. The type of dispersion staining used is generally phase contrast, although central stop dispersion staining may also be used.

#### Percentage Reporting

The percentage of each fiber type present was determined using volume percents estimated from stereoscopic examination, projected area percents from mounted slide examination and percents from comparison to weight percent standards. Such estimations are suitable for most samples, but do have large error ranges. Errors are estimated to be 100 relative percent uncertainty for percentage estimates under 10% ranging down to as little as 10 relative percent uncertainty for percentage estimates greater than 50%. Friable samples which have been estimated by the above methods to contain less than 10% asbestos can be point-counted, according to the EPA Interim Methods, as required by NESHAPS. In low percentage samples, point counting may produce false negatives or positives, due to the small number of points counted. For samples consisting of more than one apparent type of material or layer, the percentage of each fiber type in each type of material or layer is determined and reported separately; an overall average for the sample of each fiber type is then calculated. The reported friability of a sample refers to that friability observed in the condition analyzed (broken, crushed, etc.), and is not to be substituted for an on-site assessment of friability. Each Angstrom Analytical lab report relates only to the sample tested and may not, due to the sampling process be representative of the material sampled.

  
 Kevin Hagen, Angstrom Analytical, Inc.

October 19, 2023



## Material Identification Table

**5001 Cedar Lake Road**  
**St. Louis Park, MN 55416**  
**952-252-0405**

Project #: On-site  
 Date: October 19, 2023

Client: City of Columbia Heights  
 Address: 590-40th Ave NE  
 Columbia Heights  
 Phone: 763-706-3670  
 Email: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

Project: Residential  
 Address: 3853 Central Ave., NE  
 Columbia Heights  
 Contact: Mitchell Forney  
 Phone: 763-706-3674

N = no damage  
 D = moderate damage  
 SD = significant damage  
 SF = square feet  
 LF = linear feet

ND = none detected  
 NS = Not Sampled  
 NAC = not accessible  
 EA = each  
 NS-Not Suspect  
 NT-Not Tested

Sample #	Location	Material	Description	Asbestos / %	Quantity / Unit	Condition	Damage Potential	Rating
1-3	Front porch	ceiling texture	white granular	ND	120-125/SF	N	PD	0
4-6	Throughout	window glazing	white /gray hard	ND	12-14/EA	N	PD	0
7-9	Main floor	ceiling texture	white granular	ND	350-400/SF	N	PD	0
10-12	Back entrance	tile,mortar,grout	cementitious	ND	90-100/SF	N	PD	0
13-15	Throughout	sheetrock,joint,tape	white granular	ND	2100-2300/SF	N	PD	0
16-18	Throughout	plaster skim coat	cementitious	ND	1500-1600/SF	N	PD	0
19-21	Throughout	plaster base coat	cementitious	ND	1500-1600/SF	N	PD	0
22-24	Upper level	ceiling texture	white granular	ND	300-350/SF	N	PD	0
25-27	Attic	insulation	fluff/gold mix	TR<1%	450-500/SF	N	PD	0
28-30	Throughout	TSI vent paper	gray fibrous	CHR 40%	2-3/EA observed	N	PD	3
31-33	Basement	Flue patch	gray fibrous	CHR 6-8%	1/EA	N	PD	3
34-36	Basement	TSI duct seam tape	gray fibrous	CHR 40%	20-30/LF	N	PD	3
37-39	Basement bath	tile,mortar,grout	cementitious	ND	40-50/SF	N	PD	0
40-42	Exterior	roofing	brown/black	ND	750-800/SF	N	PD	0
43-45	Exterior	window/door caulking	pliable	ND	100-150/LF	N	PD	0
46-48	Basement	foundation	cementitious	ND	900-1000/SF	N	PD	0

CHR-Chrysotile	TREM-Tremolite	ACT-Actinolite	B-basement	BR-bedroom	H-hall	DR-dining rm	FR-family rm	C-corridor	CL-closet
AM-Amosite	CROC-Crocidolite	ANTH-Anthophyllite	K-kitchen	BA-bath	M-mech.	LR-living rm	G-garage	U-utility	ST-stairway





5001 Cedar Lake Rd.  
St. Louis Park, MN 55416  
952-252-0405 office  
952-252-0407 fax

Mitchell Forney  
City of Columbia Heights  
590-40th Ave NE  
Columbia Heights

October 18, 2023

941 44th Ave NE  
Columbia Heights

Dear Mitchell:

Kevin Hagen, AI2562, a representative of Angstrom Analytical, Inc., visited the above referenced property on October 9, 2023 for the purpose of conducting an asbestos demolition inspection. We are prepared to state that of the materials sampled, none were asbestos containing building materials contained in or on the fabric of the structure or on the property.

No samples other than from the fabric of the building that is planned for demolition were taken or analyzed and this report only relates only to 941 44th Ave NE. Thirty-six samples of suspect building materials were collected and analyzed in our laboratory by Polarized Light Microscopy. Please see attached notes.

During the course of the survey the following hazardous materials were noted:

**Appliances**

1 furnace  
1 washer/dryer  
1 water heater  
1 stove  
3 fridge  
1 microwave

**Misc. Materials**

1 thermostat  
40-80 cubic yards of household material  
5 TV's

All friable and category II non-friable materials need to be removed, per applicable regulations, prior to and demolition efforts. Category I non-friable materials are allowed to be left in place for the demolition. However, the landfill must be made aware that the demolition debris will contain (minimal amounts of) category I non-friable asbestos containing material and is subject to the MPCA's rules and regulations pertinent to the demolition efforts (notifications, etc.). **This survey should not be interpreted as a bidding document or as an asbestos project design. It is incumbent upon the contractor to verify quantities.** Quantification of materials identified in this inspection report are approximations and based on observed quantities. Additional amounts of material may be present under floor, above ceilings and inside wall cavities and not fully quantified. For example, thermal system insulation identified in a basement may also exist inside wall cavities.

If you have any questions, please call us at the number above.

Sincerely,

A handwritten signature in black ink, appearing to be 'KH' followed by a long horizontal stroke and a loop.

Kevin Hagen  
Angstrom Analytical, Inc.





5001 Cedar Lake Rd.  
 St. Louis Park, MN 55416  
 952-252-0405 office  
 952-252-0407 fax

### Analysis of Bulk Samples for Asbestos Using Polarized Light Microscopy (PLM)

Mitchell Forney  
 City of Columbia Heights  
 590-40th Ave NE  
 Columbia Heights

Re: 941 44th Ave NE

Number of Samples: 36

#### Methods and Definitions

The submitted samples were analyzed using the EPA Interim Method #600/M4-82-020 (polarized light microscopy with dispersion staining). The method defines an asbestos containing material as one that contains greater than 1% asbestos by weight and asbestos is defined as the fibrous forms of serpentine and certain amphiboles. While the fibrous and non-fibrous forms of minerals are discernible microscopically in hand specimens, the distinction between them is not clear on a microscopic level, especially after processing or manufacturing. Fibrous amphiboles are generally those whose mean aspect ratios (length over width) under the microscope are approximately  $>10$ ; non-fibrous amphiboles are generally those whose mean aspect ratios are approximately  $<6$ . During analysis, morphology and an estimate of mean aspect ratio are used to assign a given mineral fiber population to fibrous and non-fibrous categories. That non-fibrous amphiboles are not reported as asbestos is consistent with mineralogical definitions, but does not imply that non-fibrous amphiboles are not hazardous. Airborne concentrations of them may be regulated by OSHA under certain circumstances. The type of dispersion staining used is generally phase contrast, although central stop dispersion staining may also be used.

#### Percentage Reporting

The percentage of each fiber type present was determined using volume percents estimated from stereoscopic examination, projected area percents from mounted slide examination and percents from comparison to weight percent standards. Such estimations are suitable for most samples, but do have large error ranges. Errors are estimated to be 100 relative percent uncertainty for percentage estimates under 10% ranging down to as little as 10 relative percent uncertainty for percentage estimates greater than 50%. Friable samples which have been estimated by the above methods to contain less than 10% asbestos can be point-counted, according to the EPA Interim Methods, as required by NESHAPS. In low percentage samples, point counting may produce false negatives or positives, due to the small number of points counted. For samples consisting of more than one apparent type of material or layer, the percentage of each fiber type in each type of material or layer is determined and reported separately; an overall average for the sample of each fiber type is then calculated. The reported friability of a sample refers to that friability observed in the condition analyzed (broken, crushed, etc.), and is not to be substituted for an on-site assessment of friability. Each Angstrom Analytical lab report relates only to the sample tested and may not, due to the sampling process be representative of the material sampled.

A handwritten signature in black ink, appearing to read 'Kevin Hagen', is written over a horizontal line.

Kevin Hagen, Angstrom Analytical, Inc.

October 18, 2023



## Material Identification Table

**5001 Cedar Lake Road**  
**St. Louis Park, MN 55416**  
**952-252-0405**

Project #: On-site  
 Date: October 18, 2023

Client: City of Columbia Heights  
 Address: 590-40th Ave NE  
 Columbia Heights  
 Phone: 763-706-3670  
 Email: [mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

Project: Residential  
 Address: 941 44th Ave NE  
 Columbia Heights  
 Contact: Mitchell Forney  
 Phone: 763-706-3674

N = no damage  
 D = moderate damage  
 SD = significant damage  
 SF = square feet  
 LF = linear feet

ND = none detected  
 NS = Not Sampled  
 NAC = not accessible  
 EA = each  
 NT = Not Tested

Sample #	Location	Material	Description	Asbestos / %	Quantity / Unit	Condition	Damage Potential	Rating
1-3	Kitchen	sink undercoating	black	ND	1/EA	N	PD	0
4-6	Kitchen	wall panel adhesive	brown	ND	60-70/SF	N	PD	0
7-9	Living room	linoleum	tan	ND	190-200/SF	N	PD	0
10-12	Living room	ceiling panels	brown fibrous	ND	190-200/SF	N	PD	0
13-15	Bedroom	ceiling texture	white granular	ND	110-120/SF	N	PD	0
16-18	Throughout	plaster skim coat	cementitious	ND	1800-1900/SF	N	PD	0
19-21	Throughout	plaster base coat	cementitious	ND	1800-1900/SF	N	PD	0
22-24	Hall bath	laminated flooring	wood like	ND	60-70/SF	N	PD	0
25-27	Bsmt. Bedroom	wall texture	white granular	ND	200-210/SF	N	PD	0
28-30	Attic	insulation	fluff w/vermiculite	TR<1%	650-700/SF	N	PD	0
31-33	Exterior	roofing	gray/black	ND	1100-1200/SF	N	PD	0
34-36	Exterior	window/door caulking	pliable	ND	100-150/LF	N	PD	0

CHR-Chrysotile	TREM-Tremolite	ACT-Actinolite	B-basement	BR-bedroom	H-hall	DR-dining rm	FR-family rm	C-corridor	CL-closet
AM-Amosite	CROC-Crocidolite	ANTH-Anthophyllite	K-kitchen	BA-bath	M-mech.	LR-living rm	G-garage	U-utility	ST-stairway

Item 3.



AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	07/01/2024

<b>ITEM:</b>	<b>Deconstruction of 4416 Central Ave NE</b>		
<b>DEPARTMENT:</b> Community Development		<b>BY/DATE:</b> Mitchell Forney, 6-25-24	

**BACKGROUND:**

When prepping previous EDA Properties for demolition the commission looked to better futures for the recycling and reuse of building materials. By partnering with Better Futures, the EDA had prevented a large number of materials from ending up in the landfill.

As a reminder, 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 is the bid that staff received for the deconstruction of 4416 Central Ave NE. The bid for 4416 Central is split into two parts, the first containing items and finishes within the home and the other including items and the overall deconstruction of the garage. It is important to note that the garage is in good enough shape for Better Futures to reuse a large portion of the garage's building materials. With the bid, Better Futures' staff estimated that, if approved in whole, the project would divert 3-4 tons of materials for reuse from the waste stream. Attached is the list of items that would be removed from the buildings. The Fire department is seeking to utilize this home for a training burn which brought staff to limit the scope of the bid to internal materials. Included in the contract is the use of ply wood to re-secure the flooring affected by the removal of finishes. This is a precaution that Better Futures will be able to handle and was raised by the fire department during the burn of 3851 Central Ave. The EDA has budgeted \$55,000 for the demolition of 4416 Central, staff believe that there are ample amounts of funds to support all abatement and demolition activities if the EDA decides to go forward with all or part of the Better Futures bid.

Household Items and Finishes	\$8,810
Garage	\$2,200
<b>Total:</b>	<b>\$11,010</b>

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.

**RECOMMENDED MOTION(S):**

MOTION: Move to accept the proposal from Better Futures Minnesota, in the amount of \$ \_\_\_\_\_ for deconstruction work on the property located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement or agreements for the same.

**ATTACHMENT(S):**

1. 4416 Central Bid
2. List of Recoverable materials





**Better Futures Minnesota**

**Date:** June 21, 2024

**Bid Proposal for:**

City of Columbia Heights  
3989 Central Avenue NE  
Columbia Heights, MN 55421

**Estimated Start Date:**

August 2024

**Estimated Completion Date:**

4-6 working days following start date

**BFM Contact:**

Quinn Jenkins 651.797.8746

Alex Baldwin 443.478.0717

**Project Site:**

4416 Central Ave NE  
Minneapolis, MN 55421

**Bid Submitted to:**

Mitchell Forney  
Community Development Coordinator  
[mforney@columbiaheightsmn.gov](mailto:mforney@columbiaheightsmn.gov)

**Bid Price for a Partial Deconstruction:** \$8,810 50% of which is due with this signed agreement. Final payment to Better Futures is due within 15 days of project completion.

**ALTERNATE A: Bid Price for the Deconstruction of Detached Garage:** \$2,200 50% of which is due with this signed agreement. Final payment to Better Futures is due within 15 days of project completion.

*Why Throw Away a Building?*

- 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 2023 was equal to taking 6100 cars off 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, per the attached preliminary materials list dated 06/21/24. Household items not shown on the preliminary materials list are to be removed by Others, prior to deconstruction work starting. Better Futures Minnesota will reinforce any areas of the subfloor that are damaged or missing with OSB/ plywood, once the wood flooring is removed.

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 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.
5. BFM plans to be on site for (4-6) workdays. Work to be performed between the hours of 8:00 am and 3:30 pm. Snow or inclement weather may affect days on site (snow fall events greater than 1" typically result in a 1 day delay).

**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/ work of disconnecting any necessary utilities.
4. The price/ work to obtain permits. The customer must secure any necessary permits before deconstruction work can be initiated.
5. This proposal is for salvage only. The cost of any additional demolition work is not included in this proposal.

#### **ENVIRONMENTAL 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 and clean jobsite. 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 4.

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: 06.11.24		
Job: 4416 Central Ave NE			Year Built: 1954					Sq ft.: 1,040		
Client Name: City of Columbia Heights			# of Stories: 1 & basement					Property ID#:		
Address: 4416 Central Ave NE, Minneapolis, MN 55421										
E-Mail: mforney@columbiaheightsmn.gov			Notes: Partial deconstruction							
Phone:			Oak flooring, cabinetry, light fixtures, bath fixtures, garage							
			select mechanical units							
	DESCRIPTION OF ITEM	Mfg Name	Model #	Serial #	Dimension/Size WxHxD	QTY	UNIT	WEIGHT	TOTAL WEIGHT	NOTES
1	Bedroom #1									
2	ceiling fan				48"	1	ea	0.00	0.00	
3	oak flooring, 3/4" thick T&G				1.5" wide	115	sq ft	0.00	0.00	10% loss
4	Interior door, HC				30" x 80"	1	ea	0.00	0.00	
5	Bathroom #1					1	ea		0.00	
6	Toilet	Elger				1	ea	0.00	0.00	
7	light fixture				30"	1	ea	0.00	0.00	
8	Mirror				36" x 30"	1	ea	0.00	0.00	
9	Medicine cabinet, wood					1	ea	0.00	0.00	
10	Vanity cabinet				40" x 32" x 22"	1	ea	0.00	0.00	
11	Interior door, HC				28" x 80"	1	ea	0.00	0.00	
12	Bedroom #2					1	ea	0.00	0.00	
13	oak flooring, 3/4" thick T&G				1.5" wide	125	sq ft	0.00	0.00	10% loss
14	Ceiling fan				42"	1	ea	0.00	0.00	
15	Interior door, HC				30" x 80"	1	ea	0.00	0.00	
16	Bedroom #3					1	ea		0.00	
17	oak flooring, 3/4" thick T&G				1.5" wide	115	sq ft	0.00	0.00	10% loss
18	Interior door, HC				28" x 80"	1	ea	0.00	0.00	
19	Interior door, HC				30" x80"	2	ea	0.00	0.00	
20	Living Room					1	ea		0.00	
21	oak flooring, 3/4" thick T&G				1.5" wide	270	sq ft	0.00	0.00	10% loss
22	Chandelier				30"	1	ea	0.00	0.00	
23	Standing lamp					1	ea	0.00	0.00	
24	Kitchen					1	ea		0.00	
25	Refrigerator					1	ea	0.00	0.00	
26	Freezer					1	ea		0.00	
27	Oven	RECYCLE				1	ea		0.00	
28	Kitchen sink, cast iron				33" x 22"	1	ea		0.00	
29	Upper cabinet unit				28" x 32" x 12"	1	ea		0.00	
30	Upper cabinet unit				30" x 32" x 12"	2	ea		0.00	
31	Upper cabinet unit				30" x 18" x 12"	1	ea		0.00	
32	Upper cabinet unit				36" x 18" x 12"	1	ea		0.00	





33	Base cabinet unit				30" x 35" x 24"	1	ea		0.00	
34	Base cabinet unit				90" x 35" x 24"	1	ea		0.00	
35	Stained glass light fixture					1	ea		0.00	
36	Spice cabinet					1	ea		0.00	
37	<b>Basement</b>									
38	Toilet					1	ea	0.00	0.00	
39	sink, wall mount					1	ea	0.00	0.00	
40	Washer					1	ea	0.00	0.00	
41	Dryer					1	ea	0.00	0.00	
42	Furnace					1	ea	0.00	0.00	
43	Cedar paneling, 3/4" thick T&G				5",7",9"	180	sq ft	0.00	0.00	
44	Oven	EXCLUDE				1	ea		0.00	
45	Freezer	EXCLUDE				1	ea	0.00	0.00	
46	Water Heater	EXCLUDE				1	ea		0.00	
47	<b>Exterior</b>					1	ea		0.00	
48	Concrete pavers				est- field verify	40	ea	0.00	0.00	
49	AC Unit					1	ea	0.00	0.00	
50	Mailbox, black					1	ea		0.00	
<b>ALTERNATE A</b>										
52	<b>Garage</b>					1	ea		0.00	
53	Misc hand tools, sewing machine					1	ea	0.00	0.00	
54	Coffee table					1	ea	0.00	0.00	
55	Dresser					1	ea	0.00	0.00	
56	Garage door			estimated	8' x 7'	2	ea	0.00	0.00	
57	Garage door openers					2	ea	0.00	0.00	
58	2" x 4", Douglas Fir				2" x 4"	440	ln ft	0.00	0.00	
59	2" x 6", Douglas Fir				2" x 6"	360	ln ft	0.00	0.00	
									0.00	

<b>AGENDA SECTION</b>	<b>BUSSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>07/01/2024</b>

<b>ITEM:</b>	<b>Junk Removal from 4416 Central Ave NE</b>		
<b>DEPARTMENT:</b> Community Development		<b>BY/DATE:</b> Mitchell Forney, 6-26-24	

**BACKGROUND:**

When the EDA purchased 4416 Central Ave NE, there were some remaining personal items left in the property. The EDA traditionally buys properties “as is” due to their blighted or aging conditions and the generally exigent circumstances of the families or homeowners involved. Because of the remaining personal items, Community Development staff reached out to the Fire Department's abatement contractor to procure a bid for removing all the junk from the home.

If approved, any items identified in the deconstruction bid will be left for Better Futures. Aside from the items identified by Better Futures, all other items in the home will be discarded. The previous owner hosted a couple of estate sales and Habitat for Humanity salvaged what they could, leaving the remaining items with no other place to go but to be removed.

Staff recommend approving Bauer Services' bid of \$3,999.22 to remove the junk from the premises. Working with the Fire Department's abatement contractor allows the EDA to maintain a tight timeline in order to clear the junk before asbestos removal and deconstruction projects begin.

<b>RECOMMENDED MOTION(S):</b>
MOTION: Move to accept Bauer Services bid of \$3,999.22, for the removal of all junk and household items located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

**ATTACHMENT(S):**

**1. Bauer Services Bid**





## Bauer Services II INC

---

Item 5.

Client: City of Columbia Heights  
Property: 4416 Central Ave Ne  
Columbia Heights, MN 55421

Home: (763) 706-3674

Operator: JRODR

Estimator: Jorge Rodriguez  
Position: Estimator  
Company: Bauer Services Inc.  
Business: 730 Buchanan St  
Anoka, MN 55304

Business: (763) 421-1723

Type of Estimate:

Date Entered: 6/14/2024

Date Assigned:

Price List: MNMN8X\_JUN24

Labor Efficiency: Restoration/Service/Remodel

Estimate: COLUMBIAHEIGHTS4416



COLUMBIAHEIGHTS4416

COLUMBIAHEIGHTS4416

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Dumpster load	1.00 EA	866.41	0.00	0.00	866.41
2. General Demolition (Bid Item)	1.00 EA	2,472.00	0.00	0.00	2,472.00
3. Plumber - per hour	3.00 HR	0.00	220.27	0.00	660.81
To cap gas lines to water heater and furnace.					
Total: COLUMBIAHEIGHTS4416				0.00	3,999.22
Line Item Totals: COLUMBIAHEIGHTS4416				0.00	3,999.22



Summary

Line Item Total	3,999.22
Replacement Cost Value	\$3,999.22
Net Claim	\$3,999.22

Jorge Rodriguez  
Estimator





Recap of Taxes

	Matl Sales Tax Reimb (9.025%)	Manuf. Home Tax (9.025%)	Clothing Acc Tax (9.025%)	Equipment (9.025%)
Line Items	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00



Recap by Room

Estimate: COLUMBIAHEIGHTS4416	3,999.22	100.00%
Subtotal of Areas	3,999.22	100.00%
Total	3,999.22	100.00%



Recap by Category

Items	Total	%
GENERAL DEMOLITION	3,338.41	83.48%
PLUMBING	660.81	16.52%
Subtotal	3,999.22	100.00%



<b>AGENDA SECTION</b>	<b>BUSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>07/01/2024</b>

<b>ITEM:</b>	<b>Asbestos and Hazardous Material Abatement for the EDA Owned Property Located at 4416 Central Ave NE</b>		
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b>	Mitchell Forney, 6-26-24

**BACKGROUND:**

This memo is regarding approving bids for the removal of hazardous materials from 4416 Central Ave NE. Earlier this year, the EDA purchased the property intending to demolish it and prepare the site for redevelopment. As with other EDA properties the Fire department would like to utilize the structure in a training burn scenario. Due to this, the abatement of all hazardous materials is being bid separate from the demolition. In response to the request for bids, the EDA received four quotes. The lowest quote came from Dennis Environmental at \$2,500. Looking at previous projects, this is well within the expected range per property. Dennis Environmental shall furnish the services and necessary equipment to complete all work specified in the scope of work. All work will be performed in accordance with OSHA regulations, Minnesota Department of Health Asbestos Abatement Rules, and other applicable Federal and State regulations. Dennis Environmental shall insure proper clean up, transport, and disposal of hazardous and asbestos-containing materials and household items.

**Bid Spreadsheet:**

Robinson Environmental	\$4,382
Sheltermtech Corp	\$5,670
Dennis Env	\$2,500
Hummingbird Env	\$4,300

**RECOMMENDED MOTION(S):**

**MOTION:** Move to accept the bid of \$2,500 by Dennis Environmental, for the removal of all hazardous materials located at 4416 Central Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

**ATTACHMENT(S):**

1. Robinson Environmental Bid
2. Sheltermtech Bid
3. Dennis Environmental Bid
4. Hummingbird Environmental Bid
5. Contract



**Property Owner:** City of Columbia Heights EDA

**Property Address:** 4416 Central Avenue NE (P.I.D. 35-30-24-11-0009)

For a price of \$ 4,382.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for the removal of all hazardous material covered in the attached report from the property, the house, and the detached garage at 4416 Central Ave NE.

**Name of Contractor:** Robinson Environmental Inc.

**License Number:** \_\_\_\_\_

**Address:** 4716 67<sup>th</sup> Ave. N. Brooklyn Center, Mn. 55429

**Telephone:** 763-566-4242 **E-mail Address:** Robinsonenviro@AOL.com

**Contractor Signature:** Tim Robinson

**Date:** 6-25-2024

**Title:** President



**From:** The Economic Development Authority in and for the City of Columbia Heights

**Subject:** Request for quotes for asbestos abatement and the removal of hazardous materials at the property addressed: 4416 Central Ave.

**Overview:**

The City of Columbia Heights EDA is the owner of the property addressed 4416 Central Avenue NE (P.I.D. 35-30-24-11-0009). The City of Columbia Heights is seeking proposals from contractors that have the capabilities or have the ability to subcontract and manage all aspects of the requested process. The overall scope of services is to remove all hazardous material covered in the attached report from the house and detached garage. **Items such as the appliances and junk highlighted in the report will be removed by the city and will not be included in this bid.** Keys can be obtained from the Community Development Department for in person inspection. If you are interested in submitting a quote for this project, please fill out and return the attached bid sheet. Please call Mitchell Forney in the Community Development Department with any questions and for access to the property, 763-706-3674.

Proposals must be completed on the enclosed bid form and submitted by **12:00p.m. on June 28th, 2024.** Proposals may be submitted by U.S. Mail, e-mail or in person; please note the enclosed bid form must be used. City staff will review the submitted proposals and forward them to the EDA. City staff expect the EDA to select a contractor at their **July 1st meeting.** The timeline for the completion of all work is August 12<sup>th</sup>.

Submit proposals to the following:

Attn: Mitchell Forney  
City of Columbia Heights Community Development Department  
3989 Central Ave NE  
Columbia Heights, MN 55421  
[mforney@columbiaheightsmn.com](mailto:mforney@columbiaheightsmn.com)

**Attachments:**

1. Angstrom Analytical Report





**Property Owner:** City of Columbia Heights EDA

**Property Address:** 4416 Central Avenue NE (P.I.D. 35-30-24-11-0009)

For a price of \$ 5,670, the contractor named below proposes to fully complete the work in accordance with the attached specifications for the removal of all hazardous material covered in the attached report from the property, the house, and the detached garage at 4416 Central Ave NE.

**Name of Contractor:** RMF Environmental Contracting DBA Sheltertech

**License Number:** AC 995

**Address:** 2605 Seppala Blvd, N. St. Paul, MN 55109

**Telephone:** 651 248 1682 **E-mail Address:** Ryan@Sheltertechcorp.com

**Contractor Signature:** Ryan Fran

**Date:** 06/27/24

**Title:** OWNER



**Property Owner:** City of Columbia Heights EDA

**Property Address:** 4416 Central Avenue NE (P.I.D. 35-30-24-11-0009)

For a price of \$ 2,500.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for the removal of all hazardous material covered in the attached report from the property, the house, and the detached garage at 4416 Central Ave NE.

**Name of Contractor:** Dennis Environmental Operations

**License Number:** AC597

**Address:** 551 Topping Street, St. Paul, MN 55103

**Telephone:** (651) 488-4835

**E-mail Address:** info@dennisenvironmental.com

**Contractor Signature:** 

**Date:** 06/27/2024

**Title:** President



**Property Owner:** City of Columbia Heights EDA

**Property Address:** 4416 Central Avenue NE (P.I.D. 35-30-24-11-0009)

For a price of \$ 4,300.00, the contractor named below proposes to fully complete the work in accordance with the attached specifications for the removal of all hazardous material covered in the attached report from the property, the house, and the detached garage at 4416 Central Ave NE.

**Name of Contractor:** Hummingbird Environmental LLC

**License Number:** AC897

**Address:** 522 Concord St. North South St Paul, MN 55075

**Telephone:** 651 457 4699 **E-mail Address:** msullivan@hbenviro.com

**Contractor Signature:** msullivan

**Date:** 6-26-24

**Title:** Estimator



**EDA IN AND FOR THE CITY OF COLUMBIA HEIGHTS CONTRACT FOR  
REMOVAL OF ASBESTOS, AND OTHER HAZARDOUS MATERIALS FROM 4416  
CENTRAL AVE NE, COLUMBIA HEIGHTS**

For valuable consideration as set forth below, this Contract dated the \_\_\_ day of \_\_\_\_\_, is made and entered into between the Economic Development Authority in and for the City of Columbia Heights, a public body corporate and political created pursuant to the laws of the State of Minnesota ("EDA") and Dennis Environmental Operations, a Minnesota Limited Liability Company ("Contractor").

**1. CONTRACT DOCUMENTS**

Contractor hereby promises and agrees to perform and comply with all the provisions of this Contract and the Proposal dated June 27, 2024, prepared by Contractor attached hereto as **Exhibit A** for the removal of asbestos-containing/hazardous materials in preparation for demolition of the residential property located at 4416 Central Ave NE, Columbia Heights, Minnesota ("Property"). The survey prepared by Angstrom Analytical, Inc. dated June 19, 2024 ("Survey") identifies certain hazardous materials that shall be removed by Contractor from the Property and is attached hereto as **Exhibit B**. The Contract, Bid request, Proposal and Survey shall comprise the total agreement of the parties hereto. No oral order, objection, or claim by any party to the other shall affect or modify any of the terms or obligations contained in this Contract.

**2. THE WORK**

The work to be performed by Contractor under this Contract (hereinafter the "Work"), is defined in the Proposal as removal of asbestos-containing/hazardous materials identified on the Survey and in the bid request, in preparation for demolition of the residence located on the Property.

**3. CONTRACT PRICE**

The EDA agrees to pay Contractor the sum of \$2,500 in exchange for Contractor furnishing labor and materials for the Work at the Property, payable within 30 days of Contractor's completion of the Work.

**Contractor may start work on this project upon its execution of this Contract.**

**4. COMPLETION DATE/LIQUIDATED DAMAGES**

Contractor shall complete all Work on or before August 12<sup>th</sup>, 2024. ("Completion Date"). Due to the difficulty in ascertaining and establishing the actual damages which the EDA would sustain, liquidated damages are specified as follows for failure of Contractor to complete his performance under this Contract by the Completion Date: for every calendar day that the Contract

shall remain uncompleted beyond the Completion Date of August 12<sup>th</sup>, 2024, Contractor shall pay the EDA \$50.00 per day as liquidated damages.

## 5. **INSURANCE**

Before beginning actual work under this Contract, Contractor shall submit to the EDA and obtain the EDA's approval of a certificate of insurance on Standard Form C.I.C.C.-701 or ACORD 25 forms, showing the following insurance coverage, and listing the EDA and City as a loss payee under the policies:

- |    |                               |                   |
|----|-------------------------------|-------------------|
| a. | General Contractor Liability: | \$1,000,000.00    |
| b. | Workman's Compensation:       | Statutory Amounts |

This certificate must provide for the above coverages to be in effect from the date of the Contract until 30 days after the Completion Date, and must provide the insurance coverage will not be canceled by the insurance company without 30 day's written notice to the EDA of intent to cancel. The certificate must further provide that Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the City or EDA that may apply to injury or damage relating to the maintenance or repair of the City streets or rights-of-way by either the City, EDA or any employee, agent, independent contractor or any other person or entity retained by the City or EDA to perform the services described herein. All insurance is subject to the review and approval of the Columbia Heights City Attorney.

## 6. **LAWS, REGULATIONS AND SAFETY**

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to performance under this Contract. Contractor shall provide adequate signs and/or barricades, and will take all necessary precautions for the protection of the Work and the safety of the public.

## 7. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the EDA, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8. **ASSIGNMENT**

Contractor shall not assign or transfer, whether by an assignment or novation or otherwise, any of its rights, duties, benefits, obligations, liabilities or responsibilities without prior written consent of the EDA.

9. **NOTICE**

The address and telephone number of Contractor for purposes of giving notices and any other purpose under this Contract shall be 551 Topping St, St. Paul, MN 55103, 651-488-4835.

The address of the EDA for purposes of giving notices and any other purposes under this Contract shall be 3989 Central Avenue NE, Columbia Heights, MN 55421.

**IN WITNESS WHEREOF**, the parties to this Contract have hereunto set their hands and seals as of the day and year first above written.

**ECONOMIC DEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF COLUMBIA  
HEIGHTS**

By: \_\_\_\_\_  
Aaron Chirpich  
Its: Executive Director

**Dennis Environmental Operations**

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



AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	07/01/2024

<b>ITEM:</b>	<b>Façade Improvement Grant Report for Las Americas Ecuadorian Bakery located at 4355 Central Ave</b>		
<b>DEPARTMENT:</b> Community Development		<b>BY/DATE:</b> Mitchell Forney 6-28-24	

**BACKGROUND:**

This report pertains to 2024 Façade Improvement Grant application for 4355 Central Ave. The property business owner is applying for the façade improvement grant to install two signs, one on the store front and one on the already established pylon. A rendering of the proposed awning has been included in the packet. The lowest bid for the signs came in at \$8,988, which sets them up for a grant amount of \$4,494. Community Development Staff recommend funding the project in full as it is a new Ecuadorian bakery coming into the city, which will be filling the long vacant space next to redwing shoes.

The EDA has approved 6 façade improvement grant applications, approving \$29,750 this year with \$4.494 being asked for at this meeting. This leaves \$15,756 in Façade Grant funds for the remainder of the year.

<b>RECOMMENDED MOTION(S):</b>
<p><b>MOTION:</b> Move to waive the reading of Resolution 2024-18, there being ample copies available to the public.</p> <p><b>MOTION:</b> Move to adopt Resolution 2024-18, 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 owner of Las Americas Ecuadorian Bakery.</p>

**ATTACHMENT(S):**

1. Resolution 2024-18
2. Sample Façade Improvement Grant Agreement
3. 4355 Central Ave 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 LAS AMERICAS ECUADORIAN BAKERY**

**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 Las Americas Ecuadorian Bakery
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 July, 2024

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

## FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT (“**Agreement**”), dated this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), is entered into by and between Las Americas Ecuadorian Bakery, the tenant (the “**Grantee**”), and the Columbia Heights Economic Development Authority (the “**EDA**”).

### RECITALS

WHEREAS, Grantee is the owner of certain Property located at 4355 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.

<u>If to the EDA:</u>	<u>If to Grantee:</u>
Columbia Heights EDA Community Development Department 590 40 <sup>th</sup> Avenue N.E. Columbia Heights, MN 55421	Las Americas Ecuadorian Bakery 4355 Central 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:**

Las Americas Ecuadorian Bakery  
the Tenant

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

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

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

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

**EDA:**

COLUMBIA HEIGHTS ECONOMIC  
DEVELOPMENT AUTHORITY

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

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

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

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

UNIT 4355 OF LOTS 17, 18, 19 & N 30 FT OF LOT 20 BLK 2 RESERVOIR HILLS, 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 July 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: furnish and install two custom fabricated signs totaling an amount equal to \$8,988

# FACADE IMPROVEMENT GRANT PROGRAM

FOR OFFICE USE ONLY:

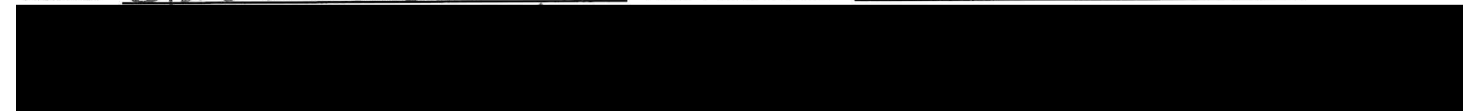
Item 7.

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

## PROPERTY OWNER INFORMATION

☐ Check if Applicant

Name: Elsie Latawiec Year Purchased: 1980



## BUSINESS INFORMATION

☐ Check if Applicant

Business Name: LAS AMERICAS ECUADORIAN BAKERY

Primary Contact: \_\_\_\_\_

Address: 4355 Central Ave NE Columbia Heights MN 55421

Telephone: 651 434 8147 Email Address: \_\_\_\_\_

Type of Business: Bakery

Check the appropriate type of ownership:

☐ The business owns the property

☒ The business leases the property

## PROPOSED IMPROVEMENTS

Describe the Storefront Façade Improvements:

New sign with the ~~bakery~~ bakery name on it

LAS AMERICAS  
ECUADORIAN ~~BAKERY~~ BAKERY

Describe any other improvements, if applicable:

N/A

Estimated Cost of Improvements: \_\_\_\_\_

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:

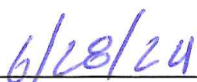
- a. A meeting will take place to go over the submitted improvement proposal to discuss grant expectations and to address grant concerns.
- b. The grant recipient or its contractor must commence the improvements sixty (60) days after an approved Grant Agreement.
- c. After façade improvements are complete, 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

  
DATE

  
PROPERTY OWNER'S SIGNATURE

6/20/24  
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



inside of the primary structure in a locked and secured location to prevent destruction or tampering; and (3) allow for annual maintenance inspections for a period of five (5) years. All surveillance system equipment shall be installed by a consultant selected by the EDA, and reviewed by the CHPD. Since specifications of the surveillance system equipment may vary based on desired coverage, configuration, and size of the commercial property, the following are minimum specifications to be installed:

**Cameras:**

- IP - Enabled
- Ability to operate in all resolutions up to HDTV 720p/ 1MP
- Ability to record thirty (30) frames per second
- Capable of recording optimal images in all lighting conditions
- Vandal-resistant
- Weather-proof in extreme temperatures from -40° to 131 °F

**Network Video Recorder:**

- Sufficient memory to retain data from all cameras for a period of fifteen (15) days
- Capacity to deliver thirty (30) frames per second, per camera
- Ability to produce a DVD-R copy of desired data

## APPLICATION PROCESS

1. Applications will be open and accepted until annual allocation of funding is exhausted.
2. Grants will be awarded, and applicants will be notified via email correspondence. A Grant Agreement and if necessary a Lease Agreement for the exterior surveillance system must be approved and signed before commencement of any improvements. Please be sure to obtain all necessary Building Permits.
3. Upon being awarded, a meeting will be established to go over the submitted improvement plan to discuss grant expectations and to address grant concerns.
4. The grant recipient or its contractor must commence the improvements sixty (60) days after an approved Grant Agreement. The façade improvements must be completed within six (6) months after the issuance of the necessary Building Permits.
5. 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:
  - a. Proof of Final Inspection by the Building Official
  - b. A Copy of the Final Invoice Received from the Contractor
  - c. Before and After Photographs
  - d. Proof of Payment to the Contractor (i.e. receipt, invoice, etc.)

## ADDITIONAL INFORMATION

**Required Application Materials:**

- A complete application sent to the attention of the Columbia Heights Economic Development Authority at following location: **590 40th Ave NE, Columbia Heights, MN 55421**
- Clear and colored BEFORE photographs of exterior building
- A detailed improvement plan of new exterior façade improvements including design (sketches), color scheme, materials, project execution timeline, and overall budget for plan
- Proof of good standing with the City
- Submit 2 or more competitive proposal from licensed and bonded contractors. These proposals should give detailed information about the work to be done, the costs, and the project completion schedule. Any contractor that has submitted a competitive detailed estimate may be used. Contractors cannot be changed unless new proposals have been submitted and approved by the EDA.



## DESIGN GUIDELINES

This Design Guidelines outline the standards, which must be followed when renovating buildings using a façade grant. These design guidelines take into consideration a building's historic significance in determining what would be appropriate treatment and the overall vision for the City. Architectural styles are diverse, from historic commercial or Mediterranean Revival to 20th century modern. The vision for the district is a commercial area that highlights the historical nature of Columbia Heights that stays in touch with dynamic changes of the City and is always pedestrian-friendly.

### FAÇADE IMPROVEMENTS ENCOURAGED

#### Windows & Doors:

- Window and door openings shall comprise at least 30% of the area of the ground floor of the primary street façade
- No tinted windows, only clear glass
- Windows and doors free of clutter and obstructions, allowing clear views between the business and the street

#### Historical Preservation:

- Historic building repair or replacement should match current design of building
- Stay traditional to the character of the building
- Maintain similar color scheme

#### Structure & Materials:

- Use durable materials such as brick, stone, stucco, etc.
- The base (ground floor) should appear visually distinct from the upper stories of the building

#### Painting & Lighting:

- Unpainted brick stay unpainted, previously painted masonry may be painted
- Use of non-VOC paint encouraged
- No more than two principal colors (neutral or muted colors like browns, grays, dark blue) may be used on a façade or individual storefront
- Bright or primary colors should be used only as accents
- Spot or flood lighting to highlight the architectural detailing of a building should be inconspicuous and blend with the wall on which it is mounted
- Lighting recessed doorways is encouraged
- Energy saving light bulbs encouraged
- Light fixtures that complement the entire façade

#### Awnings/Signage:

- Attach awnings to the building at or below the lower edge of the sign band
- Awnings made of canvas and waterproof cloth designed to resist fading and tearing
- Colors that coordinate with the building and area

- Awning that's proportional to the building
- Awnings with thin profiles that do not obscure the building and storefront

**Signs:**

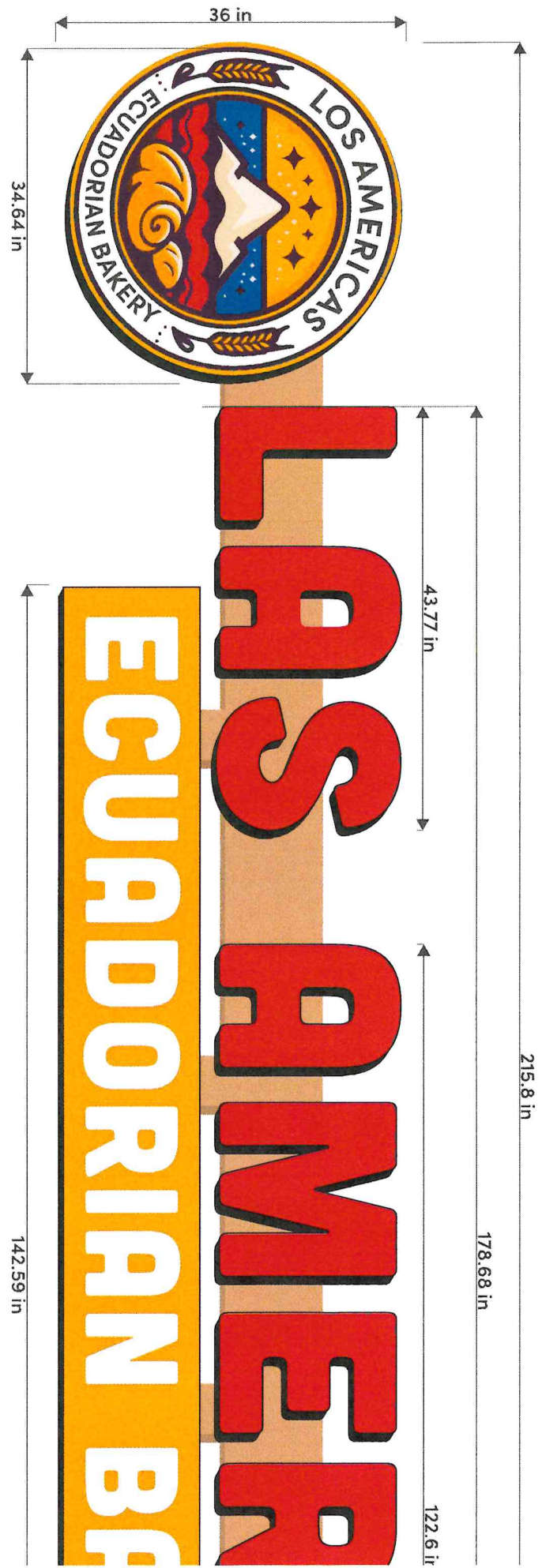
- Projecting/hanging signs: are double-sided and project from a building over the sidewalk
- Wall signs: are attached to the primary façade and best viewed looking straight at the building from across the street
- Are encouraged to be rectangular shaped
- Type fonts and colors that legible from a distance

**FAÇADE IMPROVEMENTS PROHIBITED**

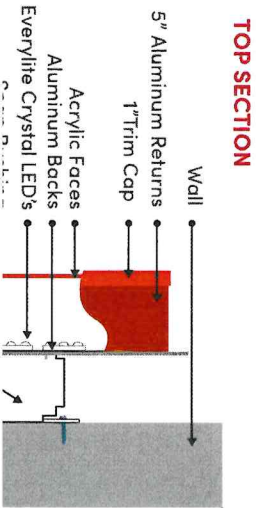
- Covering, obscuring, or removing cornices, trim, or other architectural details
- Alterations that have no historical basis for historical buildings
- Covering brick or stone with vinyl, aluminum, or wood siding
- Sandblasting brick, which removes a protective exterior
- Reducing existing window size to accept standard residential window sizes
- Replacing windows with wall surface, wood, metal, or other materials
- Rigid materials like aluminum, vinyl, fiberglass, asphalt, or plastics that are sensitive to weather conditions
- No lights should move, flash or make noise
- Signs that are: blocking storefront windows, too large, small font making it difficult to read, using banners as permanent signage







INTERNALLY ILLUMINATED CHANNEL LETTERS	
QUANTITY:	ONE (1)
Overall Height:	4'-0"
Overall Length:	18'-0"
Total Sq.Ft.:	72' ft <sup>2</sup>
Returns:	PMS/Black
Backs:	PMS/Black
Trimcap:	Black





Item 7.









BMS Signs & Printing  
3125 84th Lane NE Blaine, MN 55449  
info@printbms.com  
(612) 545-6636

http://www.printbms.com



## Quote 7995

### Illuminated Channel Letters & Pylon Face Project (ADJUSTED)

QUOTE DATE  
06/21/2024

QUOTE EXPIRY DATE  
07/21/2024

TERMS  
50/50

#### REQUESTED BY

Las Americas Ecuadorian Bakery  
4345 Central Avenue Northeast  
Columbia Heights, MN 55421

#### INSTALL ADDRESS

4355 Central Avenue Northeast  
Columbia Heights, MN 55421

#### CONTACT INFO



#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>Illuminated Channel Letter Sign</b> 215" x 36" Raceway-Mounted Illuminated Channel Letter Sign including: 19" Illuminated Letters   COPY: LAS AMERICAS 142.5" x 14" pill box tagline 5" Black Aluminum Returns and 1" Black Aluminum Trim Acrylic Faces with Premium Vinyl Overlay UL-Listed Internal LED Illumination Warranty: 5-year Parts & Labor	1	Unit	\$4,950.00	\$4,950.00	Y
2	<b>Replacement Pylon Panels</b> 108" X 30" X .177" White acrylic face decorated 1st area with digitally printed vinyl graphics	2	Unit	\$825.00	\$1,650.00	Y
3	<b>Signage Installation (With Electrical Hookup)</b> Supply all the labor and equipment necessary to install the sign(s) described above. Installation Service generally includes 1-2 professional installers with lift truck. 3 hour minimum, including travel time.	1	Each	\$1,650.00	\$1,650.00	Y
4	<b>Sign Permit Procurement Fee</b> Fee covers the cost to prepare all the necessary documentation required to process the permits for the sign(s) listed above. Fee does <i>not</i> cover the final permit fees charged by the city, which will be added to the final invoice at cost.	1	Each	\$150.00	\$150.00	N

*This handcrafted quote is based on specific information you've given us and is valid for 30 days.*

When you approve this quote, you are agreeing to pay 100% of the quoted price. We require a 50% deposit to begin work on your project. Once we receive your deposit, we'll schedule your project and email you an estimated completion date. The remaining balance is due upon completion of your order.

#### Need to make changes?

No problem - but please realize changes to quantity or specifications will affect your price. We will provide you with an updated quote based on the changes.

**Subtotal:** \$8,400.00  
**Sales Tax (7.125%):** \$587.81  
**Total:** \$8,987.81

**Downpayment (50.0 %)**

**\$4,493.91**

**SIGNATURE:**

**DATE:**



## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

Quote No: 180 Item 7.

Wednesday, June 19, 2024

Page: 1

### Bill To:

### Ship To: LOS AMERICAS ECUADORIAN BAKERY

#### LOS AMERICAS ECUADORIAN BAKERY

4355 CENTRAL AVE NE  
COLUMBIA HEIGHTS, MN 55421  
USA  
Phone: 651-434-8147

#### LOS AMERICAS ECUADORIAN BAKERY

4355 CENTRAL AVE NE  
COLUMBIA HEIGHTS, MN 55421  
USA  
Phone: 651-434-8147

Payment Terms: 50% DOWN, NET 10

Line: 1 Sign Type : **CHANNEL LETTERS**

Part ID: Channel Letters - Raceway  
ST100

OVERALL SIZE 216" X 36" X 5"  
FACE LIT CHANNEL LETTERS AND LOGO W/WHITE  
ACRYLIC W/ DIGITAL PRINT  
STOCK 1INCH BLACK TRIM AND 5 INCH RETURNS  
STOCK BLACK  
LED 7100K  
ON 8INCH RACEWAY PAINTED SINGLE COLOR  
WITH 4 SQUARE TUBES FOR SUPPORT

Quantity U/M	Unit Price	Unit Price (inc tax)	Lead Time	Total Price (inc tax)
1.00 EA	7,180.00000	7,763.37500		\$7,763.38 *

Line: 2 Sign Type : **INSTALL**

Part ID: INSTALL

INSTALL OF LETTER SET AND LOGO W/RACEWAY TO BUILDINGS FRONT SIDE

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	1,885.00000		\$1,885.00 *

Line: 3 Sign Type : **ELECTRICAL CONNECTION**

Part ID: FINAL ELECTRICAL CONNECTION

PRIMARY ELECTRICAL CONNECTION TO EXISTING CIRCUIT PROVIDED BY CLIENT WITHIN 3' OF SIGN  
POWER SUPPLY LOCATION.

\*NO NEW CONTROLS ARE INCLUDED IN THIS PRICE. (IE. TIME CLOCK, PHOTOCEL, ETC.)

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	400.00000		\$400.00 *





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Fridley, MN 55432 USA  
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Wednesday, June 19, 2024

Page: 4

### TERMS AND CONDITIONS OF SALE

#### EXHIBIT A

These terms and conditions are applicable to all Goods and Services provided by Albrecht Sign Company ("ASC"). As used herein "Goods and Services" refer to the scope of the production and fabrication of the sign proposal submitted by ASC to Client. ASC requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Goods and Services, 2) authorizing ASC's presence on site, or 3) written or electronic notification for ASC to proceed with the proposal. **Issuance of a purchase order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.** The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between ASC and Client described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. All proposals, negotiations, and representations, if any, regarding this transaction made prior to the date of this acknowledgment are merged herein. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to ASC's terms and conditions or alternate contract format submitted by the Client as a condition for payment.

**PAYMENT:** Unless stated differently on the face of the invoice, terms are net ten (10) days from the date of the invoice on approved credit. All invoices not paid within thirty days of invoice shall be subject to interest which shall accrue at the rate of 1.5% per month (18% annually), or the maximum rate allowed by law, whichever is less. Customer shall have no right of set off to ASC in satisfaction of any claims asserted against ASC by Customer. ASC may at its sole discretion alter or suspend credit. Customer agrees to furnish ASC with the personal guarantees of the principals of Customer as ASC may request the same from time to time.

**TITLE AND OWNERSHIP:** The sale of the Sign to Customer constitutes a cash sale and title to and ownership of the Sign purchased under this Agreement shall pass to Customer upon ASC's receipt of payment in full for the Sign. ASC shall retain all right, title and interest in the Sign until Customer's cash payment is received or its check honored, despite ASC's delivery and Customer's possession of the Sign. All artwork or designs that are created by ASC shall continue to be owned by ASC and Customer may not use the artwork or designs without ASC's written permission. Without limiting the generality of the foregoing, Customer may not reproduce or copy any artwork or design or transfer, assign, sublicense, loan, disclose or otherwise make available all or any portion of such artwork or design to any other person or entity, without the prior express written consent of Seller.

**REMEDIES:** If ASC determines, in its sole discretion, that Customer is in default under any of its obligations under this Agreement, ASC may (a) enter upon Customer's premises and without any court order or other process of law may repossess and remove the Sign, with or without notice to Customer; Customer hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling; Customer further expressly consents to ASC's entry of the premises; (b) ASC may require Customer to return the Sign in good repair, by delivering the Sign packed and ready for shipment, to such place as ASC may specify; (c) ASC may cancel or terminate this Agreement and may retain any and all prior payments made by Customer; (d) ASC may declare all sums due and to become due under this Agreement immediately due and payable, without notice or demand to Customer; (e) if the Sign is permanently affixed to real property, Customer acknowledges and agrees that the Sign shall constitute a lienable permanent improvement and ASC may file a mechanic's lien on the improved real property for labor and material provided; or (f) ASC may pursue any other remedy available at law, by statute or equity. No single or partial exercise by ASC or any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy. If ASC hires an attorney who to collect what is owed under this Agreement or to regain possession of the Sign, Customer agrees to pay all ASC's attorneys' fees, costs, and expenses incurred.

**CUSTOMER'S REPRESENTATIONS AND WARRANTIES:** If Customer has entered into this agreement as a business entity and not as an individual, Customer represents, warrants and certifies that it is a business duly organized validly existing and in good standing and is licensed or qualified to transact business under the laws of the State of Minnesota. Customer further represents, warrants and certifies that it has all requisite power and authority to carry on its business, including authority to execute and deliver and to perform all of its obligations under this agreement. In the event that Customer breaches this warranty, the individual who has executed this agreement shall be solely liable to ASC for all of Customer's obligations hereunder.

**ASC'S WARRANTIES:** ASC agrees to warrant all Sign(s) in accordance with the terms of its standard warranty for each Sign, as modified from time to time in ASC's sole discretion. ASC's sole obligation to Customer shall be limited to the repair or replacement of the Sign, at ASC's option, of defective products returned to Seller at the sole expense of Buyer or initial retail purchaser. **THE FOREGOING REMEDIES ARE EXCLUSIVE. SELLER MAKES NO OTHER EXPRESS WARRANTY. SELLER DISCLAIMS, AND BUYER WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**ASC LIABILITY:** In no event shall ASC's liability exceed the amount of the invoice price of the Sign sold or the services provided. ASC shall not have any obligation or liability to Customer for any incidental or consequential damages whatsoever sustained or alleged to have sustained by Customer (including any expenses incident thereto), arising out of or related to these Terms and Conditions. The "consequential damages" shall be deemed to include the following: loss of use, revenue, income, or anticipated profits; loss of Sign, materials or property handled or processed with the use of the Sign; and damage to, loss or destruction of property. Customer agrees to indemnify ASC from and against damages and costs to the extent caused by the intentional acts or negligence of the Customer, Customer's contractors and subcontractors or other third parties.

**MISCELLANEOUS:** If and to the extent that applicable law confers any rights or imposes any duties inconsistent with or in addition to any of the provisions of this agreement, the affected provisions shall be considered amended to conform thereto, but all other provisions hereof shall remain in full force and effect. The laws of Minnesota shall govern over the terms of this agreement. The exclusive jurisdiction for the resolution of any and all disputes between the parties shall be the State or Federal Courts located in Hennepin County, Minnesota. This writing is the full and complete agreement between the parties. Any modifications of this agreement must be made in writing and executed by both parties. Waiver by ASC of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.

Initial : \_\_\_\_\_





## Albrecht Sign Company

7775 Main Street NE  
Fridley, MN 55432 USA  
Phone: 763.754.2899  
Fax: 763.767.7316  
Fed ID: 82-0773738

Quote No: 180 Item 7.

Wednesday, June 19, 2024

Page: 3

Thank you for the opportunity to bid on this project.

Unless otherwise noted in this proposal, the following conditions apply:

- Sign Permit(s), Electrical Permit(s), and Office Staff fees are not included in bid price and will be added to final invoice
- Permit applications will be submitted upon receipt of signed proposal, signed drawings & down payment
- Production of project will begin after all permit(s) are approved from city officials.
- Timelines previously discussed apply from date that all downpayments, signed drawings, permits and approvals have been obtained.
- Bid does not include final primary electrical connection.
- No private locates included.
- Excavation prices are assumed non-frost conditions. Additional costs may occur if footings need to be installed during frost conditions
- No solid or excess rock encounters included.
- No excessive dewatering included.
- No premium hours included, all work is to be performed on straight time, regular hours.
- ASC is not responsible for damages to existing utilities, private underground wires, sprinkler lines, etc. that have not been located by the client.
- ASC is not responsible for any damages to lawn, landscape or plants from use of equipment needed for sign install.
- Unless specifically stated no repairs to lawn or landscape will be provided by ASC and will be the full responsibility of the client.
- ASC reserves the right to use completion photos as marketing material unless initialed on this line \_\_\_\_\_

*I accept the prices, terms; conditions and or specifications listed here, and hereby authorize Albrecht Sign Company to perform the work as described. I have read and accept the terms and conditions page (Exhibit A)*

Authorized signature from Customer:

\_\_\_\_\_  
Customer signature

\_\_\_\_\_  
Date accepted

### GUARANTY

In consideration of our agreeing to supply the Customer identified above with supplies, materials, and/or labor, the undersigned absolutely and unconditionally guarantees the full and prompt payment to Albrecht Sign Company of any and all indebtedness, liabilities, and obligations now or hereafter existing. This is an absolute, unconditional and continuing guaranty. If Customer defaults in any payment or violates any other terms or conditions of any contract or agreement, the undersigned agrees to pay upon demand such indebtedness, liabilities, and obligations of Customer, together with any expenses and costs of collection at any time paid or incurred, including attorney's fees, whether or not in connection with a judicial proceeding, in attempting to collect such indebtedness, liabilities, and obligations and in enforcing this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PLEASE SIGN WITHOUT REFERENCE TO \_\_\_\_\_ Signature \_\_\_\_\_  
YOUR TITLE OR CORPORATION POSITION

\_\_\_\_\_  
Print name of person signing



## Albrecht Sign Company

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Page: 2

Line: 4

Sign Type : **SURVEY**

Part ID: SURVEY

SITE SURVEY TO VERIFY SCOPE OF WORK, GATHER NECESSARY MEASUREMENTS, CONFIRM ANY  
INSTALLATION OBSTACLES AND TAKE PICTURES OF BUILDING, SIGNS AND SURROUNDING AREA.

\*\*\*SALES TO ADD SITE SPECIFIC THINGS NEEDED HERE\*\*\*

MEASURE PYLON SIGN AND CHECK IF ELECTRICAL WORKS  
NEED MEASUREMENTS FOR FACE REPLACEMENT OF DOUBLE SIDED PYLON  
CHECK FOR CLOSEST PMS COLOR FOR RACEWAY FROM WALL COLOR

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	285.00000		\$285.00 *

Line: 5

Sign Type : **PERMITS**

Part ID: PERMIT PROCUREMENT

\$275.00 Standard Procurement Fee + cost of permits added to final invoice

Quantity U/M	Unit Price	Lead Time	Total Price
1.00 EA	275.00000		\$275.00 *

\* Indicates which quantity price is included in the Total

**Total: \$10,608.38**

Salesperson: RAFAEL MARQUEZ

Prices are Valid Until Thursday, July 4, 2024

AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	07/01/2024

<b>ITEM:</b>	<b>Home Improvement Loan Program Discussion</b>		
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b>	Mitchell Forney, 6-28-24

**BACKGROUND:**

In May 2024, the City Council established a housing trust fund to hold the Metropolitan Affordable Sales Tax funds for future expenditure. These funds originated from the state and must be spent in accordance with state law, to include income limits on the expenditure of funds. At the March EDA meeting, the EDA came up with the idea of spending the funds on low-income home improvement loans, naturally occurring affordable housing loans, and affordable housing home ownership redevelopment projects. Directing staff to prioritize the creation of low-income home improvement loans. Staff have worked with our program contractor Center for Energy and Environment (CEE) to produce the loan materials for the EDA's Discussion.

At the time of writing this letter, staff have not received an update on the amount of funds the City will be receiving from the Metropolitan Affordable Sales Tax. League of Minnesota Cities staff expect the updated numbers to be released on July 1<sup>st</sup> with the first payment of those funds coming later that month. Due to not knowing the exact number, staff are operating off the initial estimate of Approximately \$260,000. If the EDA is interested it can add more funding to the Trust Fund to further enhance the funds' offerings. The Minnesota Housing Finance Agency (MHFA) is offering a grant that matches City contributions to the fund at 100% up to \$150,000, and 50% up to \$300,000. Staff have reached out to MHFA who are still working on putting together that grant program. Further information will be brought to the EDA when available.

Due to the EDA directing staff to prioritize the low-income home improvement loans, staff reached out to CEE to begin the process of setting up the administration of the said loan program. The Community Development department does not have the staff capacity to effectively manage complex loans, which is why partnering with CEE is essential. When discussing the EDA's goals with CEE and comparing them to other communities, it became very clear that the expected \$260,000 doesn't go as far as staff originally expected. With loans at \$20,000 the EDA will only be able to offer 10 loans per year. This is with \$2000,000 committed to the program and the cost of servicing the loans with some funds possibly left over. Due to this CEE recommended that the EDA commit fully to one loan program rather than spreading the \$260,000 across two separate programs.

When considering what type of loan program the EDA wants to establish there are two primary routes, deferred loan programs and traditional loan programs. The deferred loan program would offer a loan at 0% interest for a specified term. If the homeowner lived in the home longer than the term of the loan then the loan is forgiven, essentially a grant. If the owner sells the home before the term expires, they are required to pay the loan back in full at the sale of the property. Deferred loans are less expensive to manage, costing \$1.00 per month with very few additional fees. With 36% of the population living in their home for more than 15 years the City could expect 64% of the loans to be paid back. Whereas traditional loans can be set at a certain interest rate. This means that the City makes income on the loans and the loans are paid back in full at the end of the term. These loans are more expensive to service (\$15 per loan, per month) and carry additional fees. With basic math and assumptions: On a \$15,000, 15-year loan, at 3% interest. The City would recoup



\$3645.70 in interest but would pay \$2,700 in monthly payments leaving the City with an income of \$945.70 per loan, prior to the implementation of any additional fees.

Whichever route the EDA wants to take, staff are looking to establish a base set of guidelines for the loan program. Attached is a draft set of guidelines established for the City with the below assumptions. Staff are looking to talk through these decision points with the EDA and get feedback on how the EDA would like to structure the program.

Rate – 3%

Minimum Loan - \$1,000

Maximum Loan - \$20,000

Maximum Term for <\$10,000 – 10 years

Max term – 15 years

Eligible Improvements: Most permanent interior and exterior improvements. The City shall be asked to approve uses of funds when eligibility is uncertain.

**ATTACHMENT(S):**

***All attachments are rough drafts sent over by CEE, the program guidelines have been pulled from other cities.***

- 1. CEE Loan Servicing Duties**
- 2. CEE Loan Servicing Pricing**
- 3. CEE Programs Guidelines Fridley**
- 4. CEE Example Budget**

## LOAN SERVICING AGREEMENT

### Exhibit A: Duties of Servicer

#### NEW LOAN SET UP

##### **Loan Boarding**

CEE will board the loan upon origination into CEE's servicing system. For any unsecured loan, CEE will board the new loan within three (3) Business days of origination. For any secured loan, CEE will board the new loan within three (3) Business days after the expiration of the right of rescission. CEE will confirm the funding pool and assure that the new loan draws off the correct pool.

For purposes of this Agreement, "business days" means calendar days other than weekends, official federal holidays, and non-banking holidays.

##### **Reporting**

CEE will report all amortizing loans to at least one of the three major credit agencies upon inception as it may designate in its sole discretion.

##### **Quality Control Review**

The loan and ACH entry instruction will be reviewed prior to activation to verify the servicing system matches the terms of the promissory note and any other programmatic requirements per the documents submitted.

##### **Welcome Letter**

A welcome letter will be sent to borrowers within five (5) business days after boarding. This letter shall include the toll-free customer service number as well as an email address that is available for borrowers to use should they have a question regarding their loan. Customer service is available from 8:00 AM to 4:30 PM Central Time, on "business days". An automatic ACH enrollment form is included in the letter for borrowers to complete and return to CEE if they would like recurring payments to be initiated automatically by CEE. The letter will also contain instructions for borrowers to receive access to the online loan portal where they have access to all their loan information and ability to make payments.

#### STANDARD SERVICING –AMORTIZING/DEFERRED

##### **Billing**

Borrowers with loans that have regularly scheduled payments will receive billing statements on a monthly basis or other appropriate frequency based on terms of the promissory note.

### **Collection of Loan payments**

CEE shall collect payments of principal, interest and any appropriate fees. CEE shall confirm the application of payments to be consistent with the loan documents as part of ongoing due diligence.

### **Customer Service**

CEE shall provide customer service to borrowers from 8:00AM – 4:30 PM Central Time on “business days”. The customer service team is available through the toll free phone number or email at [loanservicing@mncee.org](mailto:loanservicing@mncee.org). Borrowers will receive a response within five (5) business days following a question submitted to CEE. Borrowers are able to view loan information on the loan portal as well as schedule payments.

### **Past Due Collections**

CEE will make reasonable efforts to maintain loans in a current status and will deal promptly with those which are delinquent in accordance with the Collection Activity section below. CEE will process loan defaults as directed by Client.

### **Reporting**

CEE will provide standard monthly reporting for the prior month’s activities to Client no later than the 10th business day of each month. The standard reports are as listed:

- Loan Trial Balance
- Aged Delinquency
- Principal and Interest Collections
- New Loan
- Paid Loan
- Fee Scheduled
- Fee Earned

Special reports may be added at an additional cost for programming. (See Exhibit B for pricing)

### **IRS Reporting**

CEE shall provide borrowers with the required IRS annual tax reporting.

### **Funds Remittance**

CEE shall remit collected funds less servicing and other applicable fees and any late charges assessed to borrower by the 10th business day of the month. Late charges will be retained by CEE. Funds will be remitted via ACH. An invoice will be distributed detailing the servicing fees. CEE shall remit such funds by means of ACH or other electronic funds transfer to an account designated by Client.



## COLLECTION ACTIVITY

### Early Delinquency

CEE will make reasonable efforts to maintain loans in a current status and will make reasonable periodic efforts to contact borrowers who are delinquent, in order to encourage payment. Such efforts will be limited to those loans that are no more than 90 days past due.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send delinquency letters for loans 31- 60 days past due.
- CEE will continue sending letters and begin phone calls for loans 61-90 days past due.

### Late Delinquency

CEE will make reasonable efforts to contact Borrowers, solicit payments, and return loans to a current status, where the loan has reached 90 or more days past due, in order to encourage payment.

- CEE will follow customary, usual and prudent business practices in servicing delinquent loans.
- CEE will send formal default letters for loans reaching 120 or more days past due.
- CEE shall continue phone calls to borrower at 90 days past due.
- After 120 days past due, Client shall determine next steps and CEE shall have no obligation to take further action regarding delinquent loans until directed by Client.

## DEFAULT MANAGEMENT

Client shall be solely responsible for declaring a loan to be in default, and determining whether a loan is to be charged-off.

### Loan Modifications

CEE shall respond to Client or Borrower requests for modifications to their loan terms, including Repayment Plans, Forbearance Agreements, Deferments, Extensions, Short Sales (Pre-Foreclosure Sales), or Negotiated Releases of collateral, obligors or guarantors (each a “Loan Modification”).

CEE shall make no decisions independent of the Client. Client shall have final approval of any Loan Modifications, unless Client has instructed CEE in writing that it may approve Loan Modifications pursuant to criteria established by Client.

CEE will follow customary, usual and prudent business practices in its review and processing of Loan Modifications, and keep Client informed of the status of such requests.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Loan Modification requests.

CEE shall monitor Borrowers for compliance with the terms of the loan modification and make such changes to the loan record as required by the modification terms.

### **Special Servicing**

CEE shall perform special servicing actions and steps at the direction of the Client for loans subject to formal legal proceedings, including Bankruptcy, Foreclosure, Deed-in-lieu of Foreclosure, Collections suits, Repossession, and Charge-offs involving either an obligor(s) or guarantor(s).

CEE shall make no decisions or take actions independent of the Client, who shall have final say in approval of any Special Servicing actions (other than routine steps taken to protect or preserve Clients interests), unless Client has instructed CEE in writing that it may approve and take such actions.

CEE must employ staff with expertise in the above areas and maintain compliance with all applicable regulations.

CEE will follow customary, usual and prudent business practices in its review, processing, and management of Special Servicing of Client loans, and keep Client informed of the status of loans subject to Special Servicing.

Both Client and CEE recognize that time is of the essence in responding to and approving or declining Special Servicing Actions.

CEE shall monitor Borrowers who are subject to Special Servicing, consistent with the governing legal proceedings or requirements, and make such changes to the loan record as required to reflect the Special Servicing requirements. With respect to Bankruptcy, the Special Servicing shall include Filings, Proof of Claim, Repayment Plan setup and monitoring, and discharge/completion processing. (See Exhibit B for pricing)

### **Other Servicing**

CEE shall perform the following additional servicing actions and steps for loans as requested by Client. CEE will follow customary, usual and prudent business practices in providing these services. The Client shall bear all of CEE's out of pocket costs for third parties related to these items. CEE will notify Client of the potential out of pocket costs prior to performing any of the additional actions.

- REO Marketing
- Insurance Inspections
- Default Inspections
- Property Valuation or Appraisal
- Property Preservation and security

## **SUBORDINATION PREPARATION**

CEE will review subordination requests in accordance with the Client's subordination program requirements. Subordinations will be forwarded to the Client for signature if request meets the program requirements. Fees related to the subordination are paid by borrowers.

## **MORTGAGE SATISFACTION PREPARATION**

### **Loan Payoffs**

CEE will process loan payoffs, issue payoff statements as requested by authorized individuals within 30 calendar days and remit funds to Client. CEE shall draft mortgage satisfactions ("Satisfaction") within 30 calendar days after loan is paid in full to ensure funds received are cleared. The Satisfaction is then sent to client for signature. CEE shall provide instructions to borrowers as to how to properly record the Satisfaction. In the event that \$5 (five dollars) or less of principle balance remains, CEE and Client will not attempt to collect the remaining fee and will consider the loan as satisfied.

## **FINAL/SPECIAL PROCESSING TRANSACTIONS**

CEE shall charge additional fees in special circumstances such as a charge-off, foreclosure, servicing release, or any other transaction that is processed on a loan that is not paid in full but is no longer an active loan on the servicing system. This does NOT include processing a paid in full transaction.



## LOAN SERVING AGREEMENT

### Exhibit B: Pricing Schedule

Activity	Description	Pricing
New Program Setup	Creating the new program in CEE Loan Servicing System and creating reports	\$1,000 one-time fee
New Loan Setup	Loan Boarded to servicing system and quality control review, welcome letter	\$35.00 one-time fee per loan
Standard Servicing Activities – Amortizing and Interest Only Payment Loans	Payment processing, billing notices, customer service, investor reporting, early collections	\$15.00 per loan per month
Standard Servicing Activities- Deferred Loans (no payments)	Payment processing, customer service, investor reporting	\$1.00 per loan per month (no fee if the City has an active amortizing pool serviced by CEE)
Collection Activity	Collection Work for loans past due 15-90 days	\$5.00/loan per month on all amortizing loans
Default Management	Example of activities: Repayment Plan, Forbearance Agreement, Deferment, Extension	\$80.00 per hour plus any charges that may be incurred from 3 <sup>rd</sup> party vendor.
Subordination Preparation	Review request and Prepare subordination document	\$200.00 per request (Borrower Paid)
Mortgage/Deed of Trust Satisfaction Preparation	Drafting of mortgage/deed of trust satisfaction (excludes recording / filing fees)	\$30.00 one-time fee per loan
Final /Special Processing Transaction	For Charge-off, foreclosure, service release, loans not paid in full but no longer active on the servicing system	\$25.00 per transaction
Conversion/On-Boarding of Amortizing Loans	Boarding Loans previously serviced by a different company	\$70.00 one-time fee per loan
Special Report Programming	Special report creation not included in standard report package	\$150.00 one-time fee per report
Special Reporting Distribution	Monthly maintenance for special reports created for distribution	\$75.00 one-time fee per report
Special Project work	Special requests, such as assistance in audit preparation, special mailings, etc.	\$80.00 per hour plus any charges that may be incurred from 3 <sup>rd</sup> party vendors.
Non-Standard Servicing Activities	Any additional activities required for servicing a loan not specified in contract	\$80.00 per hour, fee will be set based on time to complete task on a regular basis

## **EXHIBIT A-24**

### **PROGRAM GUIDELINES**

## **COLUMBIA HEIGHTS LOAN PROGRAM GUIDELINES**

The Columbia Heights Loan Programs are designed to supplement existing loan programs available from MHFA, CEE, private lenders and other housing resources. Center for Energy and Environment shall serve as the administrator for the Loan Programs and will secure the most beneficial financing based on the borrower's needs independent of the funding source.

### **Home Improvement Loan**

**Interest Rate:** 3%

**Amortization Type:** Amortizing (Monthly Payments Required).

**Loan Amount:** Minimum of \$1,000 and Maximum of \$20,000.

**Total Project Cost:** The borrower must have sufficient funds necessary to cover the cost of the entire project as outlined in the bid(s). Additional funds may come from the applicant's personal savings, gifts, or other non-City loans.

**Loan term:** This will be somewhat flexible depending on the size of the loan and the borrower's ability to repay the loan. The minimum term is 1 year; the maximum term will be up to 10 years for loan amounts up to \$10,000 and up to 15 years for loan amounts greater than \$10,000

**Eligible Properties:** 1-4 unit owner-occupied properties located within the City of Columbia Heights, including individual townhomes, twin homes, and condominiums. Properties held in a Trust are NOT eligible.

**Ineligible Properties:** Properties with more than four units, cooperatives, manufactured homes, or properties used for commercial purposes.

**Eligible Borrowers:** All borrowers must be legal residents of the United States.

**Ineligible Borrowers:** Including but not limited to: Foreign Nationals, Non-Occupant Co-Borrowers, and Properties in the name of a business.

**Ownership/Occupancy:** Owner- occupied only.

**Loan - to - Value Ratio:** The ratio of all loans secured by the property, including the new loan, should not exceed 110% of the property value. Half of the improvement value may be added to the initial property value. Value can be established by the Property Tax Statement, or an Appraisal dated within the past 12 months.



**Income Limit:** None.

**Debt - to - Income Ratio:** 50%

**Credit Requirements:** 1) All mortgage payments must be current and reflect no 30 day late payments history in the past 12 month period (without reasonable explanation). 2) All real estate taxes must be current. 3) No outstanding judgements or collections. 4) Bankruptcy must have been discharged for at least 18 months prior to loan closing (without reasonable explanation). 5) The redemption period on prior foreclosures must have occurred at least 18 months prior to the loan application date. 6) Generally, no more than two 60-day late payments on credit report (without reasonable explanation). 7) No defaulted government loans.

**Multiple Loans per Property/Borrower:** More than one loan per property/borrower is allowed, however, the outstanding balance(s) for this loan CANNOT exceed \$20,000. The outstanding balance of ALL Fridley loans CANNOT exceed \$75,000.

**Eligible Use of Funds:** Most permanent interior and exterior improvements. The City shall be asked to approve uses of funds when eligibility is uncertain.

**Ineligible Use of Funds:** Payment for work initiated prior to the loan being approved and closed, unless due to emergency. Recreation or luxury projects (pools, lawn sprinkler systems, playground equipment, saunas, whirlpools, etc.), furniture, non-permanent appliances (unless part of a full kitchen remodel), and funds for working capital, debt service, homeowner labor or refinancing existing debts are NOT allowed.

**Bids:** Only 1 bid is required. All contractors must be properly licensed or registered and permits must be obtained when required.

**Sweat Equity / Homeowner Labor:** Work may be performed by property owners on a “sweat equity” basis. Loan funds may be used only for the purchase of materials. Loan funds cannot be used to purchase tools/ equipment or compensate for labor. Rental of equipment to complete the project is eligible.

**Post Installation Inspection:** Permits must be obtained and signed off by a City inspector where required; when not required, a post installation inspection will be performed by CEE to ensure the work has been completed before any funds will be released.

**Loan Security:** All loans will be secured with a mortgage in favor of the City of Columbia Heights.

**Borrower Fees:** Borrower will be responsible for a 1% origination fee, title report, document preparation fee, mortgage filing and service fees, credit report fees and any applicable closing fee.

**Underwriting Decision:** Applicants must have acceptable credit history. CEE will approve or deny loans based on a credit report, income verification and other criteria as deemed necessary through CEE’s underwriting guidelines. CEE’s decision shall be final.

**Work Completion:** All work must be completed within 120 days of the loan closing. However, when warranted, CEE may authorize exceptions on a case-by-case basis.

### **General Program Conditions**

**Application Processing:** Loans will be distributed on a first come first serve basis as borrowers qualify. **Applicants must provide a completed application package including the following in order to be considered for funding.**

- Completed and signed application form
- Proof of income
- Bids or estimates for proposed projects
- Other miscellaneous documents loan officers may require.

**Disbursement Process:** Payment to the contractor (or owner in sweat equity situations) will be made upon completion of work. An inspection will be performed by a City Inspector and/or CEE to verify the completion of the work. The following items must be received prior to final disbursement of funds:

- Final invoice or proposal from contractor (or materials receipt from supplier);
- Final inspection verification by a City Inspector (or CEE);
- Completion certificate(s) signed by borrower and contractor;
- Lien waiver for entire cost of work;
- Evidence of city permit (if required)

## EXHIBIT B

### Columbia Heights Program Budget

**Columbia Heights Program Budget Allocation (includes Loans plus Annual Administration Fee, Post-Installation Inspection Fees, One Time Set-Up Fee and Loan Origination Fees):  
\$TBD**

**TOTAL PROGRAM BUDGET: \$TBD**

**Budget Notes:**

1. CEE shall submit monthly invoices for grants, origination fees and post-installation inspections for that period.
2. Services performed by CEE will initially be funded from the Total Program Budget as stated above and paid in accordance with the following schedule.

(1) Annual Administration Fee	\$5,000
(2) Home Improvement Loan Origination Fee:	\$750 per loan closed
(3) Remodeling Advisor (RAV) or Prioritization Visit	\$250
(4) Post Installation Inspection	\$150
(5) One Time-Program Set-Up Fee:	\$2,500

\*Annual Administration Fee is pro-rated the first year of the contract and determined by the date the contract is executed. Annual Administration Fee shall be due January 1 each year thereafter. There will be a One-Time Set UP Fee of \$500 for each additional program added to the Program Guidelines.

3. **Marketing**  
Marketing efforts outside of CEE's website and Loan information are not included in the administrative budget. Hourly rates are inclusive of all overhead expenses and will be charged only for hours directly related to the labor of all additional program marketing. CEE will also be reimbursed for any non-labor, out-of-pocket expenses relating to these services on a dollar-for-dollar basis.