



**ECONOMIC DEVELOPMENT AUTHORITY**  
City Hall—Shared Vision Room, 3989 Central Ave NE  
Tuesday, September 05, 2023  
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 via Microsoft Teams by **entering meeting ID: 223 553 619 04, passcode: 4py4R7**. For questions please call the Community Development Department at 763-706-3670.

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

### **PLEDGE OF ALLEGIANCE**

### **CONSENT AGENDA**

- 1. Approve August 7, 2023, Regular EDA Meeting Minutes (pg. 3).**
- 2. Approve Financial Reports and Payment of Bills of July 2023 (pg. 12).**  
**MOTION:** Move to approve the Consent Agenda as presented.

### **BUSINESS ITEMS**

- 3. Adoption of the 2024 Budget and Authorization of the EDA and HRA Levies (pg. 30).**  
**MOTION:** Move to waive the reading of Resolution 2023-22, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2023-22, a resolution of the Columbia Heights Economic Development Authority, adopting a budget for the fiscal year of 2024 and setting the 2023 tax levy, payable in 2024.

**MOTION:** Move to waive the reading of Resolution 2023-23, there being ample copies available to the public.

**MOTION:** Move to adopt Resolution 2023-23, a resolution of the Columbia Heights Economic Development Authority, adopting a budget for the fiscal year of 2024 and authorizing a special benefit tax levy, payable in 2024.

- 4. Purchase of 3951 and 3953 Central Avenue NE (pg. 37).**  
**MOTION:** Move to waive the reading of Resolution 2023-24, there being ample copies available to the public.

**MOTION:** Move to approve Resolution 2023-24, a resolution approving the purchase agreement between the Economic Development Authority of Columbia Heights, Minnesota, And Mph Central LLC, and establishing funding procedures for the purchase and demolition of the properties.

**PUBLIC HEARINGS**

**OTHER BUSINESS**

**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, August 07, 2023  
 5:00 PM

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## MINUTES

The meeting was called to order at 5:06 pm by Acting Chair James.

### CALL TO ORDER/ROLL CALL

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

Not Present: Marlaine Szurek

Staff Present: Kevin Hansen, Interim City Manager; Sara Ion, City Clerk; Mitchell Forney, Community Development Coordinator; Alicia Howe, Administrative Assistant

### PLEDGE OF ALLEGIANCE

### CONSENT AGENDA

1. **Approve June 5, 2023, Regular EDA Meeting Minutes (pg. 3).**
2. **Approve Financial Reports and Payment of Bills of May and June 2023 (pg. 13).**

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

### RESOLUTION NO. 2023-18

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

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

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

**WHEREAS**, the financial statements for the months of May and June 2023 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 7<sup>th</sup> day of August, 2023

Offered by: Jacobs  
Seconded by: Buesgens  
Roll Call: All ayes of present. *MOTION PASSED.*

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

Attest:

\_\_\_\_\_  
Secretary

**BUSINESS ITEMS**

**3. Purchase of 941 44th Avenue NE, Purchase Agreement and Budget Amendment Approval (pg. 44).**

Forney reported that Staff are bringing forth, for consideration, the purchase of the property located at 941 44<sup>th</sup> Ave NE. Earlier this year Councilmember Buesgens reached out to community development staff regarding the passing of the home’s previous owner. As the property is zoned general business, the acquisition of the property falls within the confines of the EDA’s Commercial Revitalization redevelopment program. Community Development Staff sent a letter to the premise and were able to set up a viewing with the estate of the previous owner. After negotiating with the estate, Staff settled on an offer of \$200,000 dollars. The Commercial Revitalization redevelopment program allows Staff to negotiate and enter into a purchase agreement contingent on approval by the EDA. This gives Staff the ability to move quickly on strategically important properties. The house itself has just over 600 sq/ft of living space. The lot itself holds most of the value since it is in an important area with the

redevelopment of 4300 Central Avenue underway. The corner of 44th and Central has a small contingent of owners, and by purchasing 941 44th the City will have more influence over future redevelopment efforts in this area. Community development staff believe this property is a prime candidate for redevelopment due to its substandard condition and parcel location.

Forney added that each year the EDA budgets \$200,000 for the Commercial Revitalization redevelopment program. Since the purchase of 941 44<sup>th</sup> falls within the program, most of the purchase price is covered under this year's budget. With that being said, a budget amendment is still needed. Resolution 2023-19 approves the purchase of the property while amending the 2023 budget to reflect the additional money needed to cover the acquisition and demolition of the property. The related project costs that are covered by the budget amendment are: closing costs, hazardous material abatement costs (asbestos and trash removal), and demolition costs (demolition, grading, and utility disconnects). Fund 408 has about \$2.4 million available after accounting for the projected 2023 budget. This is more than sufficient to fund the project. As stated in the resolution, \$57,700 will go to the related costs described above. Excess money will be returned to fund 408 after the demolition and grading has been complete. This resolution allocates money for and allows staff to purchase 941 44<sup>th</sup>. The EDA will be involved in approving all future aspects of the project.

Questions/Comments from Members:

James asked if the City has any plans for the property after demolition. Forney replied that Staff does not have any ideas and it would be up to the EDA to determine what they would like to see on the property.

Márquez-Simula asked if Midas owned the property to the west. Forney stated that Midas owns the property.

Spriggs asked what the timeline was for the demolition. Forney explained the goal is to complete it in the fall.

Jacobs asked what will be done with the property. Forney replied that it would be empty green fields with grass and the demolition contractor would apply seed and blanket and Public Works would mow the lawn.

*Motion by Márquez-Simula, seconded by Buesgens, to waive the reading of Resolution No. 2023-19, there being ample copies available to the public. All ayes of present. MOTION PASSED.*

*Motion by Márquez-Simula, seconded by Spriggs, to approve Resolution No. 2023-19, a Resolution of the Columbia Heights Economic Development Authority, approving the purchase agreement between the Economic Development Authority of Columbia Heights, Minnesota, and the estate of Pauline Shold, and amending the fund 408's budget for the fiscal year 2023. All ayes of present. MOTION PASSED.*

**RESOLUTION NO. 2023-19**

**A RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, AND THE ESTATE OF PAULINE SHOLD**

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

**SECTION 1. RECITALS.**

**1.01.** The Authority and The Estate of Pauline Shold ("Seller") desire to enter into a purchase agreement (the "Purchase Agreement") pursuant to which the Authority will acquire certain property in the City located at 941 44th Avenue NE (the "Property") from the Seller for economic redevelopment purposes. The Property is described in Exhibit A attached hereto.

**1.02.** Pursuant to the Purchase Agreement, the Authority will purchase the Property from the Seller for a purchase price of \$200,000 plus related closing costs.

**1.03.** The Authority finds that acquisition of the Property is consistent with the City's Comprehensive Plan and will result in redevelopment of the substandard property located at 941 44th Ave NE. Such acquisition of this Property, for subsequent resale, best meets the community's needs and will facilitate the economic redevelopment and revitalization of this area of the City.

**1.04.** The Authority also finds that this redevelopment project is consistent with the purpose of the Economic Development Authority Redevelopment Fund 408. The current 2023 budget for Economic Development Authority Redevelopment Fund 408 does not include this redevelopment project and must be amended as the property was not available on September 26, 2022, when the Authority adopted this budget. The available balance of the Economic Development Authority Redevelopment Fund 408, beyond that committed for the existing 2023 budget, is approximately \$2.4 million, which is more than sufficient to fund the redevelopment project.

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

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

**2.02.** The Authority herby amends the 2023 budget for Economic Development Authority Redevelopment Fund 408 to appropriate \$57,700 for additional estimated project costs.

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

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 7<sup>th</sup> day of August, 2023

Offered by: Márquez-Simula  
Seconded by: Spriggs  
Roll Call: All ayes of present. *MOTION PASSED.*

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

Attest:

\_\_\_\_\_  
Secretary

**4. Façade Improvement Grant Report EZ Exchange, 4931 Central Avenue (pg. 60).**

Forney reported that the report pertains to EZ Exchange’s 2023 Façade Improvement Grant application for their new location at 4931 Central Ave NE. The check cashing business seeks to add a sign to their storefront and has obtained two bids, with the lowest being \$6,311.53. As this cost, EZ Exchange is eligible for reimbursement of \$3,115.77, Community Development Staff recommends funding the project in full. The addition of EZ Exchange will bring increased foot traffic to the area and benefit other nearby businesses. Renderings of the proposed sign and bids are included in the attached application.

Forney explained regarding site cameras, Staff will confirm EZ Exchange’s commitment to installing cameras. Thus far in 2023 the city has approved \$8,089 over 2 Façade improvement applications. Leaving \$41,911 available for future applications and cameras. Additional applications are expected to come in.

Questions/Comments from Members:

Márquez-Simula commented on how distracting the security lights on Big Marina and \$5 Tasty Chicken that are nearby can be while driving. Forney explained he would pass on the comments to the planner.

Spriggs expressed his opinion that the City should not be giving out funds with check cashing to buy the sign since it can perpetuate systemic issues. He added he has done research on the perpetuation of poverty and systemic racism.

Buesgens commented that she understands Spriggs’ opinion as she has witnessed it firsthand through a friend.

Jacobs expressed her concerns regarding the legality of it. She added Buesgens idea of going to the State level would be more productive and less risky.

Spriggs asked what the purpose of the EDA was in the process. Forney replied the application states that 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. Many façade grants have been denied in the past. He added it is brought to the EDA in order to have discussion since the EDA makes the final decision.

James noted if a business is not increasing economic vitality to the City, it would be a means to deny the application. Forney noted that language around systemic racism could be included to the grant.

James mentioned that a money transfer was included in the application and noticed their sign included the colors of the Mexican flag. She spoke with many residents who commented that many residents who have family in Mexico will use the business for wire transfers to relatives. She added that the grant application states the business must be in good standing as well as bring economic vitality and believes the sign will revitalize, rehabilitate and restore store fronts.

Spriggs asked what legal standing the EDA has if they deny an application due to the signage.

Jacobs asked if there should be a redefinition on the parameters for the application process.

Márquez-Simula agreed with Spriggs' comments regarding the role of the EDA in the application process and the potential to get sued if it is denied. She agreed with Buesgens' comment on requiring a nice sign to go in.

Márquez-Simula expressed feeling uncomfortable with saying that a business is doing something wrong since it is not her role and does not know much about check cashing businesses.

Spriggs agreed with Buesgens comments of the business opening regardless if the grant is approved or denied. He expressed his opinion that the City should ask what they are condoning and supporting and what message is it sending as a City as a whole.

Jacobs asked the Commissioners if they have the right to tell somebody how to run their business.

*Motion by Márquez-Simula, seconded by Jacobs, to waive the reading of Resolution No. 2023-20, there being ample copies available to the public. All ayes of present. MOTION PASSED.*

*Motion by Márquez-Simula, seconded by Buesgens, to adopt Resolution No. 2023-20, a Resolution of the Economic Development Authority of Columbia Heights, Minnesota, approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with EZ Exchange. All ayes of present. 4 Ayes, 1 Nay. MOTION PASSED. Ayes: Márquez-Simula, Buesgens, James, Jacobs. Nay: Spriggs.*

#### **RESOLUTION NO. 2023-20**

**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 EZ EXCHANGE**

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

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

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

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

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

1. approves the form and substance of the grant agreement, and approves the Authority entering into the agreement with EZ Exchange
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 he/she deems necessary and appropriate to carry out the purpose of the foregoing resolution.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 7<sup>th</sup> day of August, 2023

Offered by: Márquez-Simula

Seconded by: Buesgens

Roll Call: All ayes of present. *MOTION PASSED.*

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

Attest:

\_\_\_\_\_  
Secretary

**5. Economic Development Authority Commission Member Recognition and Appointment (pg. 78).**

Forney stated unfortunately the EDA has recently lost a long standing Commissioner, Gerry Herringer. He served on the EDA since 2008. He noted he would like to get the EDA's ideas on how to recognize Gerry Herringer. The Planning Commission typically recognizes members on their years of service with items such as a plaque. He mentioned some ideas from Staff such as requesting a proclamation from the Mayor or a plaque with the proclamation. An additional idea is to have a moment of recognition during the grand opening of the new City Hall since Mr. Herringer was on the EDA during the purchase of the building or to have a press release thanking him for his years of service. He asked the EDA what their thoughts and ideas were.

Jacobs suggested doing something at the grand opening of the City Hall and the article in the paper should give history of his contribution to the City. She added a plaque could be presented to the family at the grand opening of the City Hall building.

Márquez-Simula stated she would be willing to do a proclamation.

James explained she was in favor of all of the presented ideas and asked if there would be a Staff member who would be able to spend time researching Mr. Herringer's history and role in the City. Forney replied that the press release would not be ready in time of the grand opening but would have enough information for the proclamation.

James stated she would like to direct Staff to make a plaque. The Commissioners agreed.

Márquez-Simula requested a Staff member to put together the proclamation since she does not know Mr. Herringer's history.

Hansen stated it would be difficult to have a plaque ready by the grand opening since many companies are estimating 2-8 weeks. He suggested having the plaque ready for a Council meeting.

Márquez-Simula added that something could be said at the grand opening about Mr. Herringer and then do a plaque later. The Commissioners agreed.

Forney noted both Mr. Herringer and Chair Szurek's terms expire at the end of the year. Chair Szurek's position will go through the normal process to fill the seat with interviews beginning in September. The EDA does not have a limit on how many terms can be served and it is a possibility to have Szurek return. In regards to Mr. Herringer's position, the City Code and Charter mentions that the EDA would need to elect someone to fill his position for the remainder of his term or the EDA can decided to wait and be down a member until the term has expired. Staff and the City Attorney recommend to wait.

James stated there would be the most applicants if the EDA decides to wait go undergo the normal process.

Márquez-Simula mentioned she would like to discuss the term limits since there are term limits for the other Commissions.

Buesgens asked about altering term limits. Forney replied that the term limits would be verified since the EDA operates under different rules than traditional commissions.

Spriggs asked if it would be beneficial to have two six term members on staggered years so the terms do not expire at the same time. Forney stated Staff would explore that and come back to the Council.

Márquez-Simula asked if the discussion would be added to the work session or an EDA meeting. Forney stated it would be Council work session since it is a code amendment.

### OTHER BUSINESS

Forney stated the abatement was completed on 841 and 4243. The Fire Department is getting the paper work ready for the burning down of 841 and are allowed to do training. He stated he went to 4243 with the building official to ensure everything was removed and added that the building was in poor condition.

### ADJOURNMENT

*Motion by Jacobs, seconded by Márquez-Simula, to adjourn the meeting at 5:39 pm. All ayes. MOTION PASSED.*

Respectfully submitted,



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Alicia Howe, Recording Secretary

Item 2.

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Check 195513 408.6414.43050	LEGAL SERVICES PURCHASE 941 44TH KENNEDY & GRAVEN		06/20/23	175054	660.00
			Total For Check 195513		660.00
Check 195548 228.6317.44000	FENCE REPAIR-PARKING RAMP	SECURITY FENCE & CONSTRUCT	05/23/23	6307	450.00
			Total For Check 195548		450.00
Check 195613 408.6414.44600	FIRE SUPPRESSION GRANT PAYMENT	NORTHERN HERITAGE PROPERT	06/30/23	063023	30,000.00
			Total For Check 195613		30,000.00
Check 195628 420.6317.42012.1915	OTHER TECHNOLOGY EQUIPMENT	TK ELEVATOR CORPORATION	04/28/23	1000518576	1,850.00
			Total For Check 195628		1,850.00
Check 195637 389.0000.31010	TIF DISTRICT R8 DECERTIFIED 0605 ANOKA COUNTY PROPERTY RECC		07/20/23	072023	167,020.41
			Total For Check 195637		167,020.41
Check 195639 204.6314.43250	COMM DEV ADMIN (1.8%)	ARVIG ENTERPRISES, INC	06/01/23	060123	5.86
			Total For Check 195639		5.86
Check 195640 204.6314.43250	COMM DEV ADMIN (1.8%)	ARVIG ENTERPRISES, INC	07/01/23	070123	5.86
			Total For Check 195640		5.86
Check 195689 204.6314.43050	2022 ANNUAL AUDIT	REDPATH AND COMPANY LLC	06/30/23	150479339	1,550.00
			Total For Check 195689		1,550.00
Check 195716 204.6314.43250	071523 934571297 COMM DEV ADMIN	COMCAST	07/15/23	178021541	19.44
			Total For Check 195716		19.44
Check 195738 393.7000.43050	ALATUS LOAN MODIFICATION	KENNEDY & GRAVEN	05/24/23	174700	3,410.00
			Total For Check 195738		3,410.00
Check 195758 228.6317.43050	SWEEPING - VAN BUREN RAMP	RTD POWER WASHING, INC	06/08/23	1-VB-R	1,396.00
			Total For Check 195758		1,396.00
Check 195767 204.6314.43050	EDA MEETING 060523	TIMESAVER OFF SITE SECRETF	06/14/23	M28304	198.00
			Total For Check 195767		198.00
Check 195775 228.6317.43810	ELECTRIC	XCEL ENERGY (N S P)	07/11/23	1048361166	609.05
			Total For Check 195775		609.05
Check 681 392.7000.46110	INTEREST	U.S. BANK	06/15/23	2323680	13,330.00
			Total For Check 681		13,330.00

08/15/2023 01:32 PM  
User: suems  
DB: Columbia Heights

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBIA HEIGHTS  
EXP CHECK RUN DATES 07/01/2023 - 07/31/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
PAID

Item 2.

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBIA HEIGHTS  
 EXP CHECK RUN DATES 07/01/2023 - 07/31/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

Item 2.

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
		Fund 204	EDA ADMINISTRATION		1,779.16
		Fund 228	DOWNTOWN PARKING		2,455.05
		Fund 389	TIF R8 CRESTV/TRANSITIOI		167,020.41
		Fund 392	TIF BB2 ALATUS 40TH AV		13,353.75
		Fund 393	BB6 IF ALATUS 4300 CENTI		3,410.00
		Fund 408	EDA REDEVELOPMENT PROJE		30,660.00
		Fund 420	CAP IMPROVEMENT-DEVELOPI		1,850.00
Total For All Funds:					220,528.37
--- TOTALS BY GL DISTRIBUTION ---					
204.6314.43050		2022 ANNUAL AUDIT			1,748.00
204.6314.43250		COMM DEV ADMIN (1.8%)			31.16
228.6317.43050		SWEEPING - VAN BUREN RAMP			1,396.00
228.6317.43810		ELECTRIC			609.05
228.6317.44000		FENCE REPAIR-PARKING RAMP			450.00
389.0000.31010		TIF DISTRICT R8 DECERTIFIED 0605:			167,020.41
392.7000.46110		INTEREST			13,353.75
393.7000.43050		ALATUS LOAN MODIFICATION			3,410.00
408.6414.43050		LEGAL SERVICES PURCHASE 941 44TH:			660.00
408.6414.44600		FIRE SUPPRESSION GRANT PAYMENT			30,000.00
420.6317.42012.1915		OTHER TECHNOLOGY EQUIPMENT			1,850.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 07/31/2023

Item 2.

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 07/31/23	YTD BALANCE 07/31/2023	UNENCUMBERED BALANCE	% BDGT USED
Fund 202 - ANOKA CO COMM DEV PROGRAMS							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
INTERGOVERNMENTAL							
202.0000.33600	COUNTY GRANT	0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
INTERGOVERNMENTAL		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
TOTAL REVENUES		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
Expenditures							
Dept 6355 - ANOKA CO HRA LEVY PROJECTS							
OTHER SERVICES & CHARGES							
202.6355.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
Total Dept 6355 - ANOKA CO HRA LEVY PROJECTS		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
Fund 202 - ANOKA CO COMM DEV PROGRAMS:							
TOTAL REVENUES		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	1,246.00	(1,246.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00

Item 2.

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 07/31/23	YTD BALANCE 07/31/2023	UNENCUMBERED BALANCE	% BDGT USED
Fund 204 - EDA ADMINISTRATION							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
204.0000.31011	EDA CURRENT AD VALOREM	208,100.00	0.00	116,774.62	116,774.62	91,325.38	56.11
204.0000.31014	AREA WIDE TAX	89,000.00	0.00	34,485.10	34,485.10	54,514.90	38.75
204.0000.31020	DELNQ. AD VALOREM	0.00	0.00	2,394.95	2,394.95	(2,394.95)	100.00
TAXES		297,100.00	0.00	153,654.67	153,654.67	143,445.33	51.72
Total Dept 0000 - NON-DEPARTMENTAL		297,100.00	0.00	153,654.67	153,654.67	143,445.33	51.72
TOTAL REVENUES		297,100.00	0.00	153,654.67	153,654.67	143,445.33	51.72
Expenditures							
Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
OTHER SERVICES & CHARGES							
204.6314.43050	EXPERT & PROFESSIONAL SERV.	2,200.00	0.00	1,748.00	5,918.65	(3,718.65)	269.03
204.6314.43105	TRAINING & EDUCATION ACTIVITIES	1,500.00	105.95	0.00	590.00	804.05	46.40
204.6314.43210	TELEPHONE	700.00	0.00	0.00	375.16	324.84	53.59
204.6314.43220	POSTAGE	600.00	0.00	0.00	324.53	275.47	54.09
204.6314.43250	OTHER TELECOMMUNICATIONS	300.00	0.00	25.30	164.39	135.61	54.80
204.6314.43320	OUT OF TOWN TRAVEL EXPENSE	1,500.00	0.00	404.56	404.56	1,095.44	26.97
204.6314.43500	LEGAL NOTICE PUBLISHING	200.00	0.00	0.00	314.60	(114.60)	157.30
204.6314.43600	PROP & LIAB INSURANCE	2,700.00	0.00	225.00	1,575.00	1,125.00	58.33
204.6314.44000	REPAIR & MAINT. SERVICES	500.00	0.00	0.00	100.18	399.82	20.04
204.6314.44030	SOFTWARE & SOFTWARE SUBSCRIPTIONS	800.00	0.00	0.00	800.00	0.00	100.00
204.6314.44040	INFORMATION SYS:INTERNAL SVC	8,700.00	0.00	725.00	5,075.00	3,625.00	58.33
204.6314.44330	SUBSCRIPTION, MEMBERSHIP	200.00	0.00	0.00	129.00	71.00	64.50
204.6314.44380	COMMISSION & BOARDS	900.00	0.00	0.00	315.00	585.00	35.00
OTHER SERVICES & CHARGES		20,800.00	105.95	3,127.86	16,086.07	4,607.98	77.85
PERSONNEL SERVICES							
204.6314.41010	REGULAR EMPLOYEES	196,700.00	0.00	15,298.43	111,130.03	85,569.97	56.50
204.6314.41210	P.E.R.A. CONTRIBUTION	14,700.00	0.00	1,147.38	8,561.59	6,138.41	58.24
204.6314.41220	F.I.C.A. CONTRIBUTION	15,100.00	0.00	1,301.75	9,387.72	5,712.28	62.17
204.6314.41300	INSURANCE	23,200.00	0.00	1,905.04	13,351.60	9,848.40	57.55
204.6314.41510	WORKERS COMP INSURANCE PREM	1,500.00	0.00	129.47	964.33	535.67	64.29
PERSONNEL SERVICES		251,200.00	0.00	19,782.07	143,395.27	107,804.73	57.08
SUPPLIES							
204.6314.42000	OFFICE SUPPLIES	200.00	0.00	0.00	74.17	125.83	37.09
204.6314.42010	MINOR EQUIPMENT	500.00	0.00	0.00	0.00	500.00	0.00
204.6314.42011	END USER DEVICES	1,900.00	0.00	0.00	0.00	1,900.00	0.00
204.6314.42171	GENERAL SUPPLIES	200.00	0.00	0.00	14.44	185.56	7.22
204.6314.42175	FOOD SUPPLIES	200.00	0.00	0.00	0.00	200.00	0.00
SUPPLIES		3,000.00	0.00	0.00	88.61	2,911.39	2.95
CONTINGENCIES & TRANSFERS							
204.6314.47100	OPER. TRANSFER OUT - LABOR	22,100.00	0.00	1,841.67	12,891.69	9,208.31	58.33
CONTINGENCIES & TRANSFERS		22,100.00	0.00	1,841.67	12,891.69	9,208.31	

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GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 07/31/23	YTD BALANCE 07/31/2023	UNENCUMBERED BALANCE	% BDT USED
Fund 204 - EDA ADMINISTRATION							
Expenditures							
Total Dept 6314 - ECONOMIC DEVELOPMENT AUTH		297,100.00	105.95	24,751.60	172,461.64	124,532.41	58.08
TOTAL EXPENDITURES		297,100.00	105.95	24,751.60	172,461.64	124,532.41	58.08
Fund 204 - EDA ADMINISTRATION:							
TOTAL REVENUES		297,100.00	0.00	153,654.67	153,654.67	143,445.33	51.72
TOTAL EXPENDITURES		297,100.00	105.95	24,751.60	172,461.64	124,532.41	58.08
NET OF REVENUES & EXPENDITURES		0.00	(105.95)	128,903.07	(18,806.97)	18,912.92	100.00

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Fund 228 - DOWNTOWN PARKING							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TRANSFERS & NON-REV RECEIPTS							
228.0000.39247	TRANSFER IN-SPECIAL PROJ REV	56,700.00	0.00	4,725.00	33,075.00	23,625.00	58.33
	TRANSFERS & NON-REV RECEIPTS	56,700.00	0.00	4,725.00	33,075.00	23,625.00	58.33
Total Dept 0000 - NON-DEPARTMENTAL		56,700.00	0.00	4,725.00	33,075.00	23,625.00	58.33
TOTAL REVENUES		56,700.00	0.00	4,725.00	33,075.00	23,625.00	58.33
Expenditures							
Dept 6317 - DOWNTOWN PARKING							
OTHER SERVICES & CHARGES							
228.6317.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	1,396.00	3,316.00	(3,316.00)	100.00
228.6317.43600	PROP & LIAB INSURANCE	3,200.00	0.00	266.67	1,866.69	1,333.31	58.33
228.6317.43800	UTILITY SERVICES	2,000.00	0.00	226.57	1,177.09	822.91	58.85
228.6317.43810	ELECTRIC	13,000.00	0.00	609.05	5,294.24	7,705.76	40.72
228.6317.44000	REPAIR & MAINT. SERVICES	35,000.00	614.30	0.00	882.00	33,503.70	4.28
228.6317.44020	BLDG MAINT CONTRACTUAL SERVICES	2,000.00	0.00	0.00	1,599.72	400.28	79.99
	OTHER SERVICES & CHARGES	55,200.00	614.30	2,498.29	14,135.74	40,449.96	26.72
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
SUPPLIES							
228.6317.42012	OTHER TECHNOLOGY EQUIPMENT	0.00	0.00	0.00	405.00	(405.00)	100.00
	SUPPLIES	0.00	0.00	0.00	405.00	(405.00)	100.00
Total Dept 6317 - DOWNTOWN PARKING		56,700.00	614.30	2,498.29	14,540.74	41,544.96	26.73
TOTAL EXPENDITURES		56,700.00	614.30	2,498.29	14,540.74	41,544.96	26.73
Fund 228 - DOWNTOWN PARKING:							
TOTAL REVENUES		56,700.00	0.00	4,725.00	33,075.00	23,625.00	58.33
TOTAL EXPENDITURES		56,700.00	614.30	2,498.29	14,540.74	41,544.96	26.73
NET OF REVENUES & EXPENDITURES		0.00	(614.30)	2,226.71	18,534.26	(17,919.96)	100.00

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Fund 372 - HUSET PARK AREA TIF (T6)							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
372.0000.31010	CURRENT AD VALOREM	194,000.00	0.00	444,189.80	444,189.80	(250,189.80)	228.96
372.0000.31020	DELNQ. AD VALOREM	0.00	0.00	4,583.94	4,583.94	(4,583.94)	100.00
TAXES		194,000.00	0.00	448,773.74	448,773.74	(254,773.74)	231.33
MISCELLANEOUS							
372.0000.36210	INTEREST ON INVESTMENTS	3,000.00	0.00	0.00	0.00	3,000.00	0.00
MISCELLANEOUS		3,000.00	0.00	0.00	0.00	3,000.00	0.00
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Total Dept 0000 - NON-DEPARTMENTAL		197,000.00	0.00	448,773.74	448,773.74	(251,773.74)	227.80
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TOTAL REVENUES		197,000.00	0.00	448,773.74	448,773.74	(251,773.74)	227.80
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Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
372.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	883.34	7,616.22	(7,616.22)	100.00
372.7000.44600	LOANS & GRANTS	0.00	0.00	397,458.12	397,458.12	(397,458.12)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	398,341.46	405,074.34	(405,074.34)	100.00
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CAPITAL OUTLAY							
372.7000.46010	PRINCIPAL	135,000.00	0.00	0.00	135,000.00	0.00	100.00
372.7000.46110	INTEREST	54,200.00	0.00	0.00	28,006.25	26,193.75	51.67
372.7000.46200	FISCAL AGENT CHARGES	1,000.00	0.00	0.00	475.00	525.00	47.50
CAPITAL OUTLAY		190,200.00	0.00	0.00	163,481.25	26,718.75	85.95
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Total Dept 7000 - BONDS		190,200.00	0.00	398,341.46	568,555.59	(378,355.59)	298.93
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TOTAL EXPENDITURES		190,200.00	0.00	398,341.46	568,555.59	(378,355.59)	298.93
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Fund 372 - HUSET PARK AREA TIF (T6):							
TOTAL REVENUES		197,000.00	0.00	448,773.74	448,773.74	(251,773.74)	227.80
TOTAL EXPENDITURES		190,200.00	0.00	398,341.46	568,555.59	(378,355.59)	298.93
NET OF REVENUES & EXPENDITURES		6,800.00	0.00	50,432.28	(119,781.85)	126,581.85	1,761.50

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Fund 375 - TIF Z6: 47TH & GRAND							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
375.0000.31010	CURRENT AD VALOREM	0.00	0.00	84,513.47	84,513.47	(84,513.47)	100.00
TAXES		0.00	0.00	84,513.47	84,513.47	(84,513.47)	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	84,513.47	84,513.47	(84,513.47)	100.00
TOTAL REVENUES		0.00	0.00	84,513.47	84,513.47	(84,513.47)	100.00
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
375.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	441.67	1,674.75	(1,674.75)	100.00
375.7000.44600	LOANS & GRANTS	0.00	0.00	76,062.12	76,062.12	(76,062.12)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	76,503.79	77,736.87	(77,736.87)	100.00
Total Dept 7000 - BONDS		0.00	0.00	76,503.79	77,736.87	(77,736.87)	100.00
TOTAL EXPENDITURES		0.00	0.00	76,503.79	77,736.87	(77,736.87)	100.00
Fund 375 - TIF Z6: 47TH & GRAND:							
TOTAL REVENUES		0.00	0.00	84,513.47	84,513.47	(84,513.47)	100.00
TOTAL EXPENDITURES		0.00	0.00	76,503.79	77,736.87	(77,736.87)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	8,009.68	6,776.60	(6,776.60)	100.00

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Fund 376 - TIF DISTRICTS A3/C7/C8							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
MISCELLANEOUS							
376.0000.36216	LOAN INTEREST	0.00	0.00	479.26	479.26	(479.26)	100.00
MISCELLANEOUS		0.00	0.00	479.26	479.26	(479.26)	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	479.26	479.26	(479.26)	100.00
TOTAL REVENUES		0.00	0.00	479.26	479.26	(479.26)	100.00
Fund 376 - TIF DISTRICTS A3/C7/C8:							
TOTAL REVENUES		0.00	0.00	479.26	479.26	(479.26)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	479.26	479.26	(479.26)	100.00

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Fund 389 - TIF R8 CRESTV/TRANSITION BLK							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
389.0000.31010	CURRENT AD VALOREM	0.00	0.00	(137,503.84)	(137,503.84)	137,503.84	100.00
	TAXES	0.00	0.00	(137,503.84)	(137,503.84)	137,503.84	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	(137,503.84)	(137,503.84)	137,503.84	100.00
TOTAL REVENUES		0.00	0.00	(137,503.84)	(137,503.84)	137,503.84	100.00
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
389.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	0.00	2,517.10	(2,517.10)	100.00
	OTHER SERVICES & CHARGES	0.00	0.00	0.00	2,517.10	(2,517.10)	100.00
Total Dept 7000 - BONDS		0.00	0.00	0.00	2,517.10	(2,517.10)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	2,517.10	(2,517.10)	100.00
Fund 389 - TIF R8 CRESTV/TRANSITION BLK:							
TOTAL REVENUES		0.00	0.00	(137,503.84)	(137,503.84)	137,503.84	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	2,517.10	(2,517.10)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(137,503.84)	(140,020.94)	140,020.94	100.00

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Fund 391 - SCATTERED SITE TIF W3/W4							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
391.0000.31010	CURRENT AD VALOREM	0.00	0.00	25,501.83	25,501.83	(25,501.83)	100.00
TAXES		0.00	0.00	25,501.83	25,501.83	(25,501.83)	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	25,501.83	25,501.83	(25,501.83)	100.00
TOTAL REVENUES		0.00	0.00	25,501.83	25,501.83	(25,501.83)	100.00
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
391.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	441.67	5,255.87	(5,255.87)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	441.67	5,255.87	(5,255.87)	100.00
CAPITAL OUTLAY							
391.7000.45110	LAND	0.00	0.00	0.00	122,289.95	(122,289.95)	100.00
391.7000.46110	INTEREST	0.00	0.00	479.26	479.26	(479.26)	100.00
CAPITAL OUTLAY		0.00	0.00	479.26	122,769.21	(122,769.21)	100.00
Total Dept 7000 - BONDS		0.00	0.00	920.93	128,025.08	(128,025.08)	100.00
TOTAL EXPENDITURES		0.00	0.00	920.93	128,025.08	(128,025.08)	100.00
Fund 391 - SCATTERED SITE TIF W3/W4:							
TOTAL REVENUES		0.00	0.00	25,501.83	25,501.83	(25,501.83)	100.00
TOTAL EXPENDITURES		0.00	0.00	920.93	128,025.08	(128,025.08)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	24,580.90	(102,523.25)	102,523.25	100.00

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Fund 392 - TIF BB2 ALATUS 40TH AV							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
392.0000.31010	CURRENT AD VALOREM	0.00	0.00	116,830.01	116,830.01	(116,830.01)	100.00
TAXES		0.00	0.00	116,830.01	116,830.01	(116,830.01)	100.00
Total Dept 0000 - NON-DEPARTMENTAL		0.00	0.00	116,830.01	116,830.01	(116,830.01)	100.00
TOTAL REVENUES		0.00	0.00	116,830.01	116,830.01	(116,830.01)	100.00
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
392.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	883.32	1,423.06	(1,423.06)	100.00
392.7000.44600	LOANS & GRANTS	0.00	0.00	110,988.51	110,988.51	(110,988.51)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	111,871.83	112,411.57	(112,411.57)	100.00
CAPITAL OUTLAY							
392.7000.46110	INTEREST	0.00	0.00	13,353.75	13,353.75	(13,353.75)	100.00
CAPITAL OUTLAY		0.00	0.00	13,353.75	13,353.75	(13,353.75)	100.00
Total Dept 7000 - BONDS		0.00	0.00	125,225.58	125,765.32	(125,765.32)	100.00
TOTAL EXPENDITURES		0.00	0.00	125,225.58	125,765.32	(125,765.32)	100.00
Fund 392 - TIF BB2 ALATUS 40TH AV:							
TOTAL REVENUES		0.00	0.00	116,830.01	116,830.01	(116,830.01)	100.00
TOTAL EXPENDITURES		0.00	0.00	125,225.58	125,765.32	(125,765.32)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(8,395.57)	(8,935.31)	8,935.31	100.00

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Fund 393 - BB6 IF ALATUS 4300 CENTRAL							
Expenditures							
Dept 7000 - BONDS							
OTHER SERVICES & CHARGES							
393.7000.43050	EXPERT & PROFESSIONAL SERV.	0.00	0.00	3,410.00	3,888.78	(3,888.78)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	3,410.00	3,888.78	(3,888.78)	100.00
CAPITAL OUTLAY							
393.7000.46110	INTEREST	26,700.00	0.00	0.00	13,353.75	13,346.25	50.01
393.7000.46200	FISCAL AGENT CHARGES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
CAPITAL OUTLAY		27,700.00	0.00	0.00	13,353.75	14,346.25	48.21
Total Dept 7000 - BONDS		27,700.00	0.00	3,410.00	17,242.53	10,457.47	62.25
TOTAL EXPENDITURES		27,700.00	0.00	3,410.00	17,242.53	10,457.47	62.25
Fund 393 - BB6 IF ALATUS 4300 CENTRAL:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		27,700.00	0.00	3,410.00	17,242.53	10,457.47	62.25
NET OF REVENUES & EXPENDITURES		(27,700.00)	0.00	(3,410.00)	(17,242.53)	(10,457.47)	62.25

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Fund 408 - EDA REDEVELOPMENT PROJECT FD							
Revenues							
Dept 0000 - NON-DEPARTMENTAL							
TAXES							
408.0000.31012	HRA CURRENT AD VALOREM	235,000.00	0.00	117,111.48	117,111.48	117,888.52	49.83
408.0000.31014	AREA WIDE TAX	75,000.00	0.00	40,600.14	40,600.14	34,399.86	54.13
408.0000.31020	DELNQ. AD VALOREM	0.00	0.00	2,797.24	2,797.24	(2,797.24)	100.00
TAXES		310,000.00	0.00	160,508.86	160,508.86	149,491.14	51.78
Total Dept 0000 - NON-DEPARTMENTAL		310,000.00	0.00	160,508.86	160,508.86	149,491.14	51.78
TOTAL REVENUES		310,000.00	0.00	160,508.86	160,508.86	149,491.14	51.78
Expenditures							
Dept 6314 - ECONOMIC DEVELOPMENT AUTH							
OTHER SERVICES & CHARGES							
408.6314.43050	EXPERT & PROFESSIONAL SERV.	50,000.00	0.00	0.00	1,300.00	48,700.00	2.60
OTHER SERVICES & CHARGES		50,000.00	0.00	0.00	1,300.00	48,700.00	2.60
CAPITAL OUTLAY							
408.6314.45110	LAND	91,976.00	0.00	0.00	92,865.56	(889.56)	100.97
CAPITAL OUTLAY		91,976.00	0.00	0.00	92,865.56	(889.56)	100.97
Total Dept 6314 - ECONOMIC DEVELOPMENT AUTH		141,976.00	0.00	0.00	94,165.56	47,810.44	66.32
Dept 6411 - FACADE IMPROVEMENT GRANT							
OTHER SERVICES & CHARGES							
408.6411.44600	LOANS & GRANTS	50,000.00	0.00	0.00	8,248.00	41,752.00	16.50
OTHER SERVICES & CHARGES		50,000.00	0.00	0.00	8,248.00	41,752.00	16.50
SUPPLIES							
408.6411.42010	MINOR EQUIPMENT	0.00	0.00	0.00	30,513.62	(30,513.62)	100.00
SUPPLIES		0.00	0.00	0.00	30,513.62	(30,513.62)	100.00
Total Dept 6411 - FACADE IMPROVEMENT GRANT		50,000.00	0.00	0.00	38,761.62	11,238.38	77.52
Dept 6414 - COMMERCIAL REVITALIZATION							
OTHER SERVICES & CHARGES							
408.6414.43050	EXPERT & PROFESSIONAL SERV.	0.00	19,300.00	275.00	1,235.00	(20,535.00)	100.00
408.6414.44390	TAXES & LICENSES	0.00	0.00	0.00	3,031.68	(3,031.68)	100.00
408.6414.44600	LOANS & GRANTS	0.00	0.00	0.00	35,000.00	(35,000.00)	100.00
OTHER SERVICES & CHARGES		0.00	19,300.00	275.00	39,266.68	(58,566.68)	100.00
CAPITAL OUTLAY							
408.6414.45110	LAND	200,000.00	0.00	0.00	7,593.52	192,406.48	
CAPITAL OUTLAY		200,000.00	0.00	0.00	7,593.52	192,406.48	

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 07/31/2023

Item 2.

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 07/31/23	YTD BALANCE 07/31/2023	UNENCUMBERED BALANCE	% BDGT USED
Fund 408 - EDA REDEVELOPMENT PROJECT FD							
Expenditures							
Total Dept 6414 - COMMERCIAL REVITALIZATION		200,000.00	19,300.00	275.00	46,860.20	133,839.80	33.08
Dept 6418 - FIRE SUPPRESSION GRANT							
OTHER SERVICES & CHARGES							
408.6418.44600	LOANS & GRANTS	60,000.00	0.00	0.00	0.00	60,000.00	0.00
OTHER SERVICES & CHARGES		60,000.00	0.00	0.00	0.00	60,000.00	0.00
Total Dept 6418 - FIRE SUPPRESSION GRANT		60,000.00	0.00	0.00	0.00	60,000.00	0.00
Dept 9999 - CONSTRUCTION							
OTHER SERVICES & CHARGES							
408.9999.43050.2014	EXPERT & PROFESSIONAL SERV.	0.00	15,865.00	0.00	0.00	(15,865.00)	0.00
OTHER SERVICES & CHARGES		0.00	15,865.00	0.00	0.00	(15,865.00)	0.00
Total Dept 9999 - CONSTRUCTION		0.00	15,865.00	0.00	0.00	(15,865.00)	0.00
TOTAL EXPENDITURES		451,976.00	35,165.00	275.00	179,787.38	237,023.62	47.56
Fund 408 - EDA REDEVELOPMENT PROJECT FD:							
TOTAL REVENUES		310,000.00	0.00	160,508.86	160,508.86	149,491.14	51.78
TOTAL EXPENDITURES		451,976.00	35,165.00	275.00	179,787.38	237,023.62	47.56
NET OF REVENUES & EXPENDITURES		(141,976.00)	(35,165.00)	160,233.86	(19,278.52)	(87,532.48)	38.35

REVENUE AND EXPENDITURE REPORT FOR CITY OF COLUMBIA HEIGHTS  
 PERIOD ENDING 07/31/2023

Item 2.

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	ENCUMBERED YEAR-TO-DATE	ACTIVITY FOR MONTH 07/31/23	YTD BALANCE 07/31/2023	UNENCUMBERED BALANCE	% BDGT USED
Fund 420 - CAP IMPROVEMENT-DEVELOPMENT							
Expenditures							
Dept 6317 - DOWNTOWN PARKING							
OTHER SERVICES & CHARGES							
420.6317.44000.1915	REPAIR & MAINT. SERVICES	0.00	0.00	0.00	78,624.50	(78,624.50)	100.00
OTHER SERVICES & CHARGES		0.00	0.00	0.00	78,624.50	(78,624.50)	100.00
SUPPLIES							
420.6317.42012.1915	OTHER TECHNOLOGY EQUIPMENT	0.00	0.00	4,103.10	4,129.57	(4,129.57)	100.00
SUPPLIES		0.00	0.00	4,103.10	4,129.57	(4,129.57)	100.00
Total Dept 6317 - DOWNTOWN PARKING		0.00	0.00	4,103.10	82,754.07	(82,754.07)	100.00
TOTAL EXPENDITURES		0.00	0.00	4,103.10	82,754.07	(82,754.07)	100.00
Fund 420 - CAP IMPROVEMENT-DEVELOPMENT:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	4,103.10	82,754.07	(82,754.07)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(4,103.10)	(82,754.07)	82,754.07	100.00
TOTAL REVENUES - ALL FUNDS		860,800.00	0.00	857,483.00	887,079.00	(26,279.00)	103.05
TOTAL EXPENDITURES - ALL FUNDS		1,023,676.00	35,885.25	636,029.75	1,370,632.32	(382,841.57)	137.40
NET OF REVENUES & EXPENDITURES		(162,876.00)	(35,885.25)	221,453.25	(483,553.32)	356,562.57	318.92

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF JULY 2023 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF JULY 2023.**

**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 July 2023 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 5<sup>th</sup> day of September 2023

Offered by:

Seconded by:

Roll Call:

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

Attest:

\_\_\_\_\_  
Secretary



<b>AGENDA SECTION</b>	<b>BUSINESS ITEMS</b>
<b>MEETING DATE</b>	<b>SEPTEMBER 5, 2023</b>

<b>ITEM:</b>	<b>Adoption of the 2024 Budget and Authorization of the EDA and HRA Levies</b>	
<b>DEPARTMENT:</b>	Community Development	<b>BY/DATE:</b> Aaron Chirpich – 8/30/2023

**BACKGROUND:**

In late August, the proposed budget for the 2024 fiscal year was distributed to the City Council. Before the City Council completes their final review of the proposed budget, the Columbia Heights Economic Development Authority (“EDA”) and the Housing and Redevelopment Authority in and for the City of Columbia Heights (“HRA”) are required to adopt fund budgets for Fund 204: EDA Administration and Fund 408: EDA Redevelopment Projects; and to authorize their respective 2023 tax levies, payable in 2024.

The EDA effectively has two separate tax levies after the City Council granted the EDA certain HRA powers in 1996. One tax levy is administered by the City under Minnesota Statutes, Section 469.107 on behalf of the EDA (the “EDA Levy”) and the other is a special benefit tax levy administered by the EDA under Minnesota Statutes, Section 469.033 on behalf of the HRA (the “HRA Levy”). The proposed fund budgets reflect total levy amounts that are within the statutory limits. For 2023, the EDA Levy would capture \$313,700 from the City’s estimated market land value, whereas the HRA Levy would net \$310,000. When combined, both levies result in total net revenue of \$623,700.

The proposed 2024 fund budgets are dedicated to maintaining existing projects and initiatives, as well as allocating funds for programs that reflect the priorities of the EDA, such as the Commercial Revitalization Project, the Façade Improvement Grant Program, and the Fire Suppression Grand Program. For more detail, please refer to the attached summary budgets.

<b>RECOMMENDED MOTION(S):</b>
<b>MOTION:</b> Move to waive the reading of Resolution 2023-22, there being ample copies available to the public.
<b>MOTION:</b> Move to adopt Resolution 2023-22, a resolution of the Columbia Heights Economic Development Authority, adopting a budget for the fiscal year of 2024 and setting the 2023 tax levy, payable in 2024.
<b>MOTION:</b> Move to waive the reading of Resolution 2023-23, there being ample copies available to the public.
<b>MOTION:</b> Move to adopt Resolution 2023-23, a resolution of the Columbia Heights Economic Development Authority, adopting a budget for the fiscal year of 2024 and authorizing a special benefit tax levy, payable in 2024.

**ATTACHMENT(S):**

- **Resolution 2023-22**
- **Resolution 2023-23**
- **Fund 204: EDA Administration Budget Summary**
- **Fund 408: EDA Redevelopment Budget Summary**

**A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2024 AND SETTING THE 2023 TAX LEVY, PAYABLE IN 2024.**

**BE IT RESOLVED**, by the Columbia Heights Economic Development Authority (the “EDA”) as follows:

**WHEREAS**, the City of Columbia Heights (the “City”) established the EDA by an enabling resolution adopted on January 8, 1996, pursuant to Minnesota Statutes 469.090 to 469.1081 (the “EDA Act”); and

**WHEREAS**, the City Council of the City has given to the EDA the responsibility for all development and redevelopment projects and programs; and

**WHEREAS**, under Section 469.107 of the EDA Act, the City is authorized to levy a tax for the benefit of the EDA on its area of operation for the purposes authorized under the EDA Act, subject to the approval of the City Council;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Columbia Heights Economic Development Authority, that the EDA adopts and requests the City Council’s approval of its budget in the amount of \$313,700 for 2024; and

**BE IT FURTHER RESOLVED**, that the EDA adopts and requests the City Council’s approval of an EDA tax levy under Section 469.107 of the EDA Act, in the amount of \$313,700 for taxes payable in 2024; and

**BE IT FURTHER RESOLVED**, that the Executive Director is instructed to transmit a copy of this resolution to the City Manager, Finance Director, and City Clerk of the City of Columbia Heights, Minnesota.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 5th day of September, 2023

Offered by:  
Seconded by:  
Roll Call:

\_\_\_\_\_  
President

Attest:  
\_\_\_\_\_  
Secretary

**A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, ADOPTING A BUDGET FOR THE FISCAL YEAR OF 2024 AND AUTHORIZING A SPECIAL BENEFIT TAX LEVY, PAYABLE IN 2024.**

**BE IT RESOLVED**, by the Columbia Heights Economic Development Authority (the “EDA”) as follows:

**WHEREAS**, the City of Columbia Heights (the “City”) established the EDA by an enabling resolution adopted on January 8, 1996, pursuant to Minnesota Statutes 469.090 to 469.1081 (the “EDA Act”); and

**WHEREAS**, the City Council granted the EDA all powers and duties of a housing and redevelopment authority by an enabling resolution and ordinance adopted on October 22, 2001, pursuant to Minnesota Statutes 469.001 to 469.047 (the "HRA Act"), except certain powers that are allocated to the Housing and Redevelopment Authority in and for the City of Columbia Heights (the “HRA”); and

**WHEREAS**, under Section 469.033 of the HRA Act, the EDA is authorized to levy a special benefit tax, in an amount not to exceed .0185 percent of the City’s estimated market value (the “HRA Levy”); and

**WHEREAS**, by separate resolution, the EDA has before it for consideration a copy of the EDA budget for the fiscal year of 2024, and the proposed amount of the HRA Levy, payable in 2024, is based on said budget;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Commissioners of the Columbia Heights Economic Development Authority, that the EDA hereby adopts an HRA Levy payable in 2024 of \$310,000 under Section 469.033 of the HRA Act; and

**BE IT FURTHER RESOLVED**, that the Board of Commissioners of the Columbia Heights Economic Development Authority hereby directs staff to take such actions necessary to file with the City and certify with the County of Anoka County, the HRA Levy in the amount of \$310,000 for taxes payable in 2024 under Section 469.033 of the HRA Act.

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Passed this 5th day of September, 2023

Offered by:  
Seconded by:  
Roll Call:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

City of Columbia Heights, Minnesota

BUDGET 2024

Community Development

	EDA			
	Planning & Inspections	EDA	Downtown Parking	Redevelopment Project
	201.2400	204.6314	228.6317	408.6414
<b>Revenue</b>				
Taxes	-	310,000	-	310,000
Licenses & Permits	395,400	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines & Forfeits	-	-	-	-
Miscellaneous	5,500	3,700	-	-
Sales and Related Charges	-	-	-	-
Transfers & Non Rev Receipts	208,000	-	56,600	-
<b>Total Revenue</b>	<b>608,900</b>	<b>313,700</b>	<b>56,600</b>	<b>310,000</b>
<b>Expenses</b>				
Personnel Services	506,600	259,900	1,500	-
Supplies	9,100	800	-	-
Other Services and Charges	60,200	24,100	55,100	100,000
Capital Outlay	-	-	-	210,000
Contingencies & Transfers	28,900	28,900	-	-
<b>Total Expenses</b>	<b>604,800</b>	<b>313,700</b>	<b>56,600</b>	<b>310,000</b>
<b>Change in Fund Balance</b>	4,100	-	-	-

DEPARTMENT: ECONOMIC DEVELOPMENT AUTHORITY							
204 6314	COMMUNITY DEVELOPMENT ECONOMIC DEVELOPMENT AUTH.	Actual Expense 2021	Actual Expense 2022	Adopted Budget 2023	Department Proposed 2024	City Manager Proposed 2024	Council Adopted 2024
Description							
	Personnel Services	155,800	231,700	251,200	259,900	-	-
	Supplies	200	500	3,000	800	-	-
	Other Services & Charges	50,800	17,100	20,800	24,100	-	-
	Capital Outlay	-	-	-	-	-	-
	Contingencies & Transfers	20,000	172,100	22,100	28,900	-	-
	<b>TOTALS: ECONOMIC DEVELOPMENT</b>	<b>226,800</b>	<b>421,400</b>	<b>297,100</b>	<b>313,700</b>	<b>-</b>	<b>-</b>

Activity Description

The Economic Development Authority coordinates several activities that both directly and indirectly act as a catalyst for improving the community's overall quality of life, business vitality, and economic performance. The main activities of Economic Development Authority staff include providing support to the Columbia Heights Economic Development Authority and the Housing & Redevelopment Authority in and for the City of Columbia Heights; leveraging public and private partnerships to increase the amount of reinvestment within the City; serving as project managers for development and redevelopment projects; writing and maintaining grants from governmental agencies and corporate institutions; preparing and maintaining Tax Increment Financing, Tax Abatement, and Private Activity Bond records; developing and implementing a Business Retention & Expansion programs; managing housing programs; and facilitating the acquisition and conveyance of City owned properties.

Comments on Proposed Budget

The Economic Development Authority Fund increased by \$16,600 from 2023 to 2024, an increase of approximately 5.6%.

**PERSONNEL SERVICES:**  
Personnel services will increase by \$8,700, or 3.5% to accommodate COLA increases for the Community Development Director and Community Development Coordinator positions.

**SUPPLIES:**  
The Supplies budget will decrease by \$2,200 to accurately reflect the needs of the department. This decrease is driven by a lack of computer hardware purchases planned in 2024.

**OTHER SERVICES AND CHARGES:**  
Other Services and Charges will increase by \$3,300 to adequately reflect the anticipated workload of the department, and account for increases in Training and Education, Property and Liability Insurance, Software and Subscriptions, Memberships, and Information Systems.

CITY OF COLUMBIA HEIGHTS, MINNESOTA  
BUDGET 2024

DEPARTMENT: COMMERCIAL REVITALIZATION							
408 6414	EDA REDEVELOPMENT PROJECT COMMERCIAL REVITALIZATION	Actual Expense 2021	Actual Expense 2022	Adopted Budget 2023	Department Proposed 2024	City Manager Proposed 2024	Council Adopted 2024
Description							
	Personnel Services	1,500	400	-	-	-	-
	Supplies	-	-	-	-	-	-
	Other Services & Charges	2,800	6,000	85,000	100,000	-	-
	Capital Outlay	29,100	177,200	225,000	210,000	-	-
	Contingencies & Transfers	2,600	816,100	-	-	-	-
	<b>TOTALS: COMMERCIAL REVITALIZA1</b>	<b>36,000</b>	<b>999,700</b>	<b>310,000</b>	<b>310,000</b>	<b>-</b>	<b>-</b>

Activity Description

The Redevelopment Project Fund is a working capital fund designed to provide the resources necessary for the Columbia Heights Economic Development Authority to implement approved activities for the benefit of the community. The two approved activities covered previously within this fund are the Commercial Revitalization Project and the Facade Improvement Grant Program. Beginning with the 2023 budget, Fire Suppression grants will be awarded.

Comments on Proposed Budget

The overall budget will remain the same for 2024 at \$310,000. This fund is supported by the Housing and Redevelopment Authority (HRA) Levy and is recognized in Fund 408. Fund 408 will continue to support redevelopment projects and program expenditures of the Columbia Heights Economic Development Authority (EDA), including the Facade Improvement Grant Program (\$50,000), Fire Suppression Grant Program (\$50,000), and strategic property acquisitions (\$210,000).



AGENDA SECTION	BUSINESS ITEMS
MEETING DATE	09/05/2023

ITEM:	Purchase of 3953 and 3951 Central Avenue NE	
DEPARTMENT:	Community Development	BY/DATE: Mitchell Forney, 8/29/23

**BACKGROUND:**

Recently, the Community Development Department was contacted by the broker hired to sell the properties located 3853 and 3851 Central Ave NE. The initial inquiry was to determine about properties' zoning and historical background. Upon discovering that the owner intended to sell these properties, staff promptly intervened to explore the possibility of acquiring the properties for redevelopment. After conducting a tour of both buildings, staff engaged in preliminary negotiations and successfully formulated an acceptable deal, now presented before the EDA for consideration. As is customary with all purchase agreements, the acquisition of these properties is contingent upon approval from the EDA.

The property at 3853 Central, once a single-family home, has been renovated into offices for a property management company. While the house remains in generally good condition, its usage has shifted almost entirely to office spaces. Similarly, the commercial property at 3851 Central, which previously featured a residential unit on the second floor and office space on the first floor, has undergone changes. The current owner attempted to create a three-unit apartment on the upper floor but encountered fire suppression challenges, resulting in the space remaining vacant and partially unfinished. The lower level is comprised of makeshift walled offices, and the commercial building and its garages are mainly utilized by the management company for storage.

To complete the transaction, staff recommend utilizing the Anoka County HRA special levy fund to acquire the properties. The ACHRA levy, a county-imposed tax on behalf of the City, supports the activities of the Anoka County HRA and establishes a fund for redevelopment projects within Columbia Heights. Access to these funds necessitates approval from the ACHRA board. The current fund balance for the HRA levy is \$818,000. This amount is more than sufficient to cover the purchase and demolition costs of the two properties. The attached purchase agreement establishes the negotiated purchase price at \$700,000 for both properties. Staff estimates that expenses related to utility removal, abatement, demolition, and site grading will amount to approximately \$80,000, bringing the projected project cost to \$780,000. To make use of ACHRA funds, the EDA must initially cover the purchase and demolition expenses; reimbursement will follow once the City Council submits an ACHRA grant request. Resolution 2023-24 comprehensively addresses these steps, and we anticipate the Council will review the ACHRA grant request during their meeting on September 11th.

Staff believes that acquiring these two properties represents a strategic 5–10-year investment in the commercial frontage of Central Ave. This area, at the intersection of 39th and Central, is vastly underutilized and holds potential for walkability due to its proximity to the library and theater. This strategic acquisition serves as a catalyst for the redevelopment of the entire corner. The strategic significance of these properties aligns seamlessly with the comprehensive plan, which outlines opportunities for redevelopment along what is described as the backbone of our community. This acquisition provides the City with an opportunity to prepare for the revitalization of a pivotal site on the southern edge of the Central Business District.

**RECOMMENDED MOTION(S):**

MOTION: Move to waive the reading of Resolution 2023-24, there being ample copies available to the public.

MOTION: Move to approve Resolution 2023-24, a resolution approving the purchase agreement between the Economic Development Authority of Columbia Heights, Minnesota, And Mph Central LLC, and establishing funding procedures for the purchase and demolition of the properties

**ATTACHMENT(S):**

- 1. Resolution 2023-24**
- 2. Location Map**
- 3. Purchase Agreement**

**A RESOLUTION APPROVING THE PURCHASE AGREEMENT BETWEEN THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, AND MPH CENTRAL LLC, AND ESTABLISHING FUNDING PROCEDURES FOR THE PURCHASE AND DEMOLITION OF THE PROPERTIES**

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

**SECTION 1. RECITALS.**

**1.01.** The Authority and Mph Central LLC ("Seller") desire to enter into a purchase agreement (the "Purchase Agreement") pursuant to which the Authority will acquire certain properties in the City located at 3853 Central Avenue NE and 3851 Central Avenue NE (the "Properties") from the Seller for economic redevelopment purposes. The Property is described in Exhibit A attached hereto.

**1.02.** Pursuant to the Purchase Agreement, the Authority will purchase the Properties from the Seller for a purchase price of \$700,000 plus related closing costs.

**1.03.** Pursuant to other project costs the Authority will budget \$80,000 for the demolition and grading of the properties.

**1.04.** In accordance with the city's ACHRA participation, the Authority will receive a reimbursement from the City of Columbia Heights via the Anoka County HRA, for the purchase and demolition of the properties.

**1.05.** The Authority finds that acquisition of the Properties is consistent with the City's Comprehensive Plan and will result in redevelopment of the substandard property located at 3853 Central Avenue NE and 3851 Central Avenue NE. Such acquisition of these Properties, for subsequent resale, best meets the community's needs and will facilitate the economic redevelopment and revitalization of this area of the City.

**1.06.** The Authority also finds that this redevelopment project is consistent with the purpose of the Economic Development Authority Redevelopment Fund 408. The current 2023 budget for Economic Development Authority Redevelopment Fund 408 does not include this redevelopment project and must be amended as the property was not available on September 26, 2022, when the Authority adopted this budget. The available balance of the Economic Development Authority Redevelopment Fund 408, beyond that committed for the existing 2023 budget, is approximately \$2.4 million, which is more than sufficient to fund the redevelopment project.

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

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

**2.02.** The Authority hereby amends the 2023 budget for Economic Development Authority Redevelopment Fund 408 to appropriate \$780,000 for the purchase of the Properties and additional estimated project costs.

**2.03.** The Authority hereby accepts all related transfers of Anoka County HRA grant funds from the City of Columbia Heights.

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

**ORDER OF ECONOMIC DEVELOPMENT AUTHORITY**

Adopted this 5<sup>th</sup> day of September, 2023

Offered by:

Seconded by:

Roll Call:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

Item 4.

Legal Description of the Property

LOTS 17 & 18 CENTRAL AVE SUBDIVISION, EX RD, SUBJ TO EASE OF REC

LOT 16 CENTRAL AVE SUB

# 39th and Central

Item 4.



**Parcel Information:**

Approx. Acres:  
Commissioner:

**Owner Information:**

Plat:



## PURCHASE AGREEMENT

This Purchase Agreement (“**Agreement**”) is made to be effective as of August 31<sup>st</sup>, 2023, between **MPH CENTRAL LLC**, a Minnesota limited liability company (**hereinafter “Seller”**) and the **Columbia Heights Economic Development Authority**, a public body corporate and politic under the laws of the State of Minnesota (**hereinafter “Buyer”**).

In consideration of the covenants and agreements of the parties hereto, Seller and Buyer agree as follows:

**1. Sale of Property.** Seller is the owner of property located at: 3853 Central Avenue NE and 3851 Central Avenue NE in the City of Columbia Heights (PID Nos. 36-30-24-33-0159 and 36-30-24-33-0011), which are legally described on the attached Exhibit A (the “Property”). Upon the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, which includes the following:

(A) all plants, shrubs, and trees; all storm sash, storm doors, detachable vestibules, screens, and awnings; all lighting and electrical fixtures, equipment, and bulbs; plumbing fixtures and equipment; hot water tanks and heaters; heating, ventilating, and air conditioning equipment; the water softener; liquid gas tank and controls; sump pump; incinerator; any built-in sinks, dishwashers, and garbage disposals; and any other built-in fixtures, appliances, and equipment; and

(B) Seller’s interests in any certificates, permits, variances, authorizations, licenses, and approvals which benefit or relate to the Property; all warranties and guarantees, if any, given to, assigned to or benefiting the Property regarding the construction, design, use, operation, management or maintenance of the Property; and all blueprints, drawings, surveys, studies, plans, and specifications regarding the Property that are in the possession of or available to Seller.

**2. Purchase Price.** The total purchase price (“**Purchase Price**”) to be paid by Buyer to Seller for the Property shall be **SEVEN HUNDRED THOUSAND AND NO/100 Dollars (\$700,000)** payable as follows:

(A) Earnest Money. Ten Thousand and No/100 Dollars (**\$10,000.00**) as earnest money (“**Earnest Money**”) which Earnest Money shall be held by Buyer’s title company, All American Commercial Title (“**Title Company**”), the receipt of which Seller hereby acknowledges;

(B) Cash. Six Hundred Ninety Thousand and No/100 Dollars (**\$690,000.00**) of the Purchase Price shall be payable in certified funds or wire transfer to be paid on the Closing Date.

**3. Closing.** The closing of the purchase and sale contemplated by this Agreement (the “**Closing**”) shall occur **on or before September 29, 2023**, or such other date mutually acceptable to Seller and Buyer (the “**Closing Date**”). The closing shall be held at the offices of Buyer, 590 40<sup>th</sup> Avenue NE, Columbia Heights, or at such other location as is mutually agreed to by the parties.

**4. Closing Deliverables.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following:

(A) A Warranty Deed (“**Deed**”) in a form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all mortgages, liens debts, and encumbrances, subject only to the following exceptions: (i) building and zoning laws, ordinances, and state and federal regulations; (ii)



reservation of any minerals or mineral rights to the State of Minnesota; and (iii) public utility and drainage easements of record which will not interfere with Buyer’s intended use of the Property.

(B) Standard form Affidavit of Seller.

(C) A “bring-down” certificate, certifying that all of the warranties made by Seller in this Agreement remain true as of the Closing Date.

(D) A non-foreign person affidavit, properly executed and notarized, containing such information as is required by IRC Section 1445(b) (2) and its regulations.

(E) Well disclosure certification, if required, or, if there is no well on the Property, the Deed must include the following statement “The Seller certifies that the Seller does not know of any wells on the described real property.”

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

(F) Other documents reasonably determined by Buyer to be necessary to evidence title to the Property is marketable and that Seller has complied with the terms of this Agreement.

**5. Real Estate Taxes and Assessments.** General real estate taxes and assessments payable therewith and payable in the year prior to the year of Closing and all prior years will be paid by Seller. Seller shall pay all special assessments that were officially levied or pending as of the Closing Date (including, but not limited to, water and sewer bills, electric bills, waste management fees, etc.). Special assessments levied or which become pending after the date of this Agreement shall be the responsibility of Buyer. General real estate taxes payable in the year of Closing shall be prorated between Buyer and Seller on a daily basis based upon the calendar year. City water and sewer charges, electricity and natural gas charges, fuel oil and liquid petroleum gas shall be prorated between the parties as of the Closing Date. Seller shall arrange for final readings as of the Closing Date.

**6. Possession.** Seller must remove all debris and personal property not included in this sale, including all furniture from the Property prior to the Date of Closing. Buyer may inspect the Property immediately prior to closing in order to ensure that removal of all debris and personal property has been completed by Seller. Seller agrees to deliver possession of the Property and other items specified herein on the Date of Closing, provided that all conditions of this Agreement have been complied with.

**7. Buyer’s Contingencies.** The obligation of Buyer to perform under this Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

(A) On the Closing Date, title to the Property shall be acceptable to Buyer, in Buyer’s sole discretion.

(B) The representations and warranties of Seller contained in this Agreement shall be true and correct now and on the Closing Date.

(C) Approval of this Agreement by Buyer’s Board.

If one or more of the contingencies is not satisfied, and is not waived, this Agreement shall thereupon be void at the written option of Buyer and the Title Company shall return the Earnest Money to Buyer, and Buyer and Seller shall execute and deliver to each other a termination of this Agreement. As a contingent Agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et. seq.

**8. Mutual Agreements.** If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. In the event the Property is destroyed or substantially damaged by fire or any other cause before the Closing Date, this Agreement may become null and void at Buyer's option and the Earnest Money shall be refunded to Buyer.

**9. Seller's Representations and Warranties.** As part consideration and inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer and agrees as follows:

(A) All improvements on the Property are within the boundary lines of the Property, and all improvements on adjoining real property, if any, are outside the boundary lines of the Property.

(B) There are no: (i) sewage treatment systems or above ground; or (ii) underground storage tanks located on the Property and no such systems or tanks have been removed during Seller's ownership of the Property except in compliance with applicable law.

(C) Prior to Closing, payment in full will have been made for all labor, materials, machinery, or fixtures furnished within 120 days immediately preceding the Closing in connection with any construction, alteration, repair, or improvement to the Property.

(D) Neither the execution, delivery or performance of this Agreement will result in the breach under any indenture, security instrument nor other agreement or court or administrative order by which the Seller or the Property may be bound or affected.

(E) Seller has not received any written notice from a governmental authority that a person or the Property has violated a law, ordinance or regulation affecting the Property or that the authority may commence eminent domain, condemnation, special taxing district, or rezoning proceedings affecting the Property. Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules, and restrictions.

(F) There are no special or other assessments pending or certified for payment with respect to the Property, and Seller has not received any notice of any pending, actual, or proposed special assessments of the Property.

(G) To the knowledge of Seller, there is not any environmental condition, hazardous substance, situation, or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Laws. Seller warrants and represents that: (1) to Seller's knowledge there are no current investigations, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("**Environmental Laws**") or relating to any required environmental permits; (2) Seller has not violated any Environmental Laws with respect to the Property or Improvements; (3) to the knowledge of Seller, the Property is in material compliance with all Environmental Laws; (4) Seller has not performed and has no knowledge of any excavation, dumping, or burial of any refuse materials or debris of any nature

whatsoever on the Property; (5) the Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process, or in any manner deal with hazardous materials; and (6) no hazardous materials have ever been installed, placed, or any manner handled or dealt with on the Property. The term “**Hazardous Materials**” as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state, or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

(H) Seller is the owner of all, and there exists no lien, encumbrance, or adverse claim with respect to, any of the items of personal property that are included in the sale.

(I) Seller has good, indefeasible, and marketable fee simple title to the Property.

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

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

(L) There are no legal actions, suits, or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof; and Seller has no knowledge that any such action is presently contemplated.

(M) Seller represents that there are no third parties in possession of the Property, or any part thereof, and that there are no leases, oral or written affecting the Property or any part thereof.

(N) Seller is not a “foreign person” as such term is defined in the Internal Revenue Code.

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

**10. Remedies.** If Buyer defaults under this Agreement, Seller shall give written notice to Buyer, and if Buyer fails to cure such default within 15 days of the date of such notice, this Agreement will

terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for any further damages whatsoever. If Seller defaults under this Agreement, Buyer may, at Buyer's option: (i) terminate the Agreement upon 15 days' notice to Seller (Seller having cure rights during the 15-day period) and the Earnest Money shall be returned to Buyer; or (ii) proceed by action at law or equity (including specific performance) to enforce this Agreement and Buyer's rights hereunder, including "loss of bargain" damages upon Seller's default. Except where expressly limited herein, no right or remedy herein conferred on or reserved to Buyer or Seller is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative in and in addition to every other right or remedy existing at law in equity or by statute, now or in the future.

**11. General Terms.** The respective covenants, agreements, indemnifications, warranties, and other terms of this Agreement will survive and be in full force and effect after the Closing and shall not be deemed to have merged into any of Seller's or Seller's closing documents. This Agreement: (a) together with all attached exhibits and amendments signed by the parties constitutes the entire agreement between Seller and Buyer and supersedes all other written or oral agreements between them, and neither party has relied upon any verbal or written representations, agreements or understandings not set forth herein, whether made by any agent or party hereto; (b) may not be modified except by a writing signed by Seller and Buyer; (c) may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract; (d) shall be governed by the laws of the state where the Property is located; and (e) may not be assigned without the written consent of both parties. Time is of the essence for all provisions of this Agreement.

**12. Broker Representation.** Seller is represented by Financially Free LLC and its agents, Alexandra Haider and MyHanh Le in this transaction. Buyer is not represented by a broker in this transaction. Seller shall be responsible for compensating its broker. Each party agrees to indemnify, defend, and hold harmless the other party against any claims made by any broker, finder, or other person for a commission or fee based on alleged acts or agreements with the indemnifying party.

**13. Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

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

SELLER                      MPH CENTRAL LLC  
   3853 Central Ave  
   Columbia Heights  
   MN 55421

BUYER:                      Columbia Heights Economic Development Authority  
   Attn: Executive Director  
   590 40<sup>th</sup> Ave NE  
   Columbia Heights, MN 55421

With a copy to:



Kennedy & Graven, Chartered  
Attn: Sarah Sonsalla  
Fifth Street Towers, Suite 700  
150 South Fifth Street  
Minneapolis, MN 55402

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

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

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

*Signature page to follow.*

ONCE THIS AGREEMENT IS SIGNED BY BOTH PARTIES, THE EARNEST MONEY CHECK SHALL BE SENT AND HELD BY TITLE COMPANY.

**SELLER: MPH CENTRAL LLC**

Signature:  08/30/23

By: Aaron McDaniel

Its: Managing Member

**BUYER: COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY**

Signature: 

By: Marlaine Szurek

Its: President

Signature: 

By: Aaron Chirpich

Its: Executive Director

Acting City Manager

**THIS IS A LEGALLY BINDING CONTRACT. SEEK COMPETENT ADVICE.**



## EXHIBIT A

### Legal Description of the Property

Lot 16, Central Avenue Subdivision, according to the recorded plat thereof, County of Anoka, State of Minnesota.

PID 36-30-24-33-011

AND

Lots 17 and 18, Central Avenue Subdivision, according to the recorded plat thereof, County of Anoka, State of Minnesota.

PID 36-30-24-33-0159

Certificate ID: BF4DBB85-7347-EE11-A3F1-6045BDED1B5F

### Signing Information:

Signing Name: MPH Central LLC - DOCSOPEN-#898866-v2-Purchase\_Agreement.DOCX

ID: BF4DBB85-7347-EE11-A3F1-6045BDED1B5F

Start Date: Aug 30, 2023 03:26:40 PM CDT

End Date: Aug 30, 2023 03:35:33 PM CDT

# Signers: 1

# Reviewers: 0

# CC: 0

Creator: Myhanh Le

Email: le.hsh.investments@gmail.com

### Document Information:

Document Name: DOCSOPEN-898866-v2-Purchase\_AgreementDOCX

ID: C04DBB85-7347-EE11-A3F1-6045BDED1B5F

Pages: 8

# Signature Blocks: 1

# Initial Blocks: 0

### Participant Activity:

Name: Aaron McDaniel

Type: Email:

Email: mcdaniel.aaron@gmail.com

TOS/STAESP/CCD: Accepted: Aug 30, 2023 03:34:27 PM CDT [107.115.29.107]

EULA/TOS Version: [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)

STAESP Version: [https://secure.authentisign.com/assets/files/Authentisign\\_STAESP\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_STAESP_202106.pdf)

CCD Version: [https://secure.authentisign.com/assets/files/Authentisign\\_CCD\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf)

Document: Signed And Accepted: Aug 30, 2023 03:35:29 PM CDT [107.115.29.107]

### Signature / Initials:

Signature:



Initials:



Certificate ID: BF4DBB85-7347-EE11-A3F1-6045BDED1B5F

## Consumer Consent Disclosure

By proceeding and selecting the “**I Agree**” button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service (“**Authentisign**”) is provided on behalf of our client (“**Sender**”) who is listed with their contact information at the bottom of the Authentisign Signing Participant email (“**Invitation**”) you received. The **Sender** will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

### Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the **Sender**. You may at any point withdraw your consent by following the procedures described below.

### Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple – IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

*JavaScript and Cookies must be enabled in the browser.*

Certificate ID: BF4DBB85-7347-EE11-A3F1-6045BDED1B5F

### Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

### Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

### Requesting paper documents, withdrawing consent, and/or updating contact information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.  
*Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information