



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, August 22, 2022
6:00 PM

Mayor
Amada Márquez Simula
Councilmembers
John Murzyn, Jr.
Connie Buesgens
Nick Novitsky
Kt Jacobs
City Manager
Kelli Bourgeois

AMENDED AGENDA

AGENDA AMENDED ON 8/22/22 TO UPDATE DOCUMENTS SUPPORTING ITEMS A, 18 AND 19

ATTENDANCE INFORMATION FOR THE PUBLIC

Members of the public who wish to attend may do so in-person, by calling **1-312-626-6799** and **entering meeting ID 839 1923 8626** or by Zoom at <https://us02web.zoom.us/j/83919238626>. For questions please call the Administration Department at 763-706-3610.

CALL TO ORDER/ROLL CALL

MISSION STATEMENT

Our mission is to provide the highest quality public services. Services will be provided in a fair, respectful and professional manner that effectively addresses changing citizen and community needs in a fiscally-responsible and customer-friendly manner.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

(The Council, upon majority vote of its members, may make additions and deletions to the agenda. These may be items submitted after the agenda preparation deadline.)

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

- A. Childhood Cancer Awareness Month Proclamation.**
- B. Constitution Week Proclamation.**
- C. Recognition of the 2022 Outstanding Citizen of the Year Veronica Johnson.**
- D. Police Staff Introductions: Airreon Austin, Police Officer; Erin Butler, Social Worker.**
- E. Annual Report Presentation.**

CONSENT AGENDA

(These items are considered to be routine by the City Council and will be enacted as part of the Consent Agenda by one motion. Items removed from consent agenda approval will be taken up as the next order of business.)

MOTION: Move to approve the Consent Agenda as presented.

- 1. Approve August 1, 2022 Special City Council Meeting Minutes.**

MOTION: Move to approve the August 1, 2022 Special City Council meeting minutes.

- 2. Approve August 1, 2022 City Council Work Session Meeting Minutes.**
MOTION: Move to approve the August 1, 2022 City Council Work Session meeting minutes.
- 3. Approve August 8, 2022 City Council Meeting Minutes.**
MOTION: Move to approve August 8, 2022 City Council meeting minutes.
- 4. Approve August 12, 2022 Special City Council Meeting Minutes.**
MOTION: Move to approve the August 12, 2022 Special City Council Canvassing meeting minutes.
- 5. Accept April 21, 2022 Charter Commission Meeting Minutes.**
MOTION: Move to Accept the April 21, 2022 Charter Commission meeting minutes.
- 6. Second Reading of Ordinance 1678, Establishing a Single-Family Rental Moratorium.**
MOTION: Move to waive the reading of Ordinance No. 1678, there being ample copies available to the public.
MOTION: Move to approve Ordinance No. 1678, being an interim ordinance establishing a moratorium within the city on new rental license applications for single family homes, and direct staff to send a summary of the ordinance, as presented, for publication in the legal newspaper.
- 7. Second Reading of Ordinance 1679, Establishing a Moratorium on the Production and Sale of Edible Cannabinoid Products Containing Tetrahydrocannabinol (THC).**
MOTION: Move to waive the reading of Ordinance No. 1679, there being ample copies available to the public.
MOTION: Move to approve Ordinance No. 1679, being an interim ordinance establishing a moratorium on the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC), and direct staff to send a summary of the ordinance, as presented, for publication in the legal newspaper.
- 8. Second Reading of Zoning Ordinance 1680 (Map Amendment) Rezoning of Property.**
MOTION: Move to waive the reading of Ordinance No. 1680, there being ample copies available to the public.
MOTION: Move to approve Ordinance No. 1680, being a zoning ordinance (map) amendment pertaining to the rezoning of the City's municipal liquor store sites from GB, General Business to PO, Public and Open Space, and direct staff to send the summary ordinance as presented to the City's legal newspaper for publication.
- 9. Approval of TK Elevator's Bid to Complete the Elevator Modernization at the 4025 Van Buren Municipal Parking Ramp.**
MOTION: Move to accept the proposal from TK Elevator, in the amount of \$144,339, for the modernization of the elevator equipment in the municipal parking ramp located at 4025 Van Buren St; and furthermore, to authorize the City Manager to enter into an agreement for the same.

10. Approve Purchase of New Public Access Computers and Related Software.

MOTION: Move to approve the purchase of Dell computers and monitors from Everyday Technology in the amount of \$29,280.00, Windows Enterprise and Microsoft Office from TechSoup in the amount of \$2,712.00 and DeepFreeze from Faronics in the amount of \$1,580.16.

11. Approve Change Order for Gould Avenue Concrete Curb and Gutter and Storm Sewer, Project 2208.

MOTION: Move to approve Change Order amending the Transfer Agreement with Alatus in the amount of \$44,642 for concrete curb and gutter, driveway aprons and sidewalk, and \$16,177 for storm sewer, to be funded through the City's Infrastructure Fund 430 and the City's Storm Water Fund 604, respectively.

12. Approve Change Order No. 2 to Meyer Contracting for Central Avenue Sanitary Sewer Improvements, City Project 2204.

MOTION: Move to approve Change Order No. 2 to Meyer Contracting, Inc. in the amount of (\$25,893.35) deduction, for a revised contract amount of \$1,793,701.94, for Central Avenue Sanitary Sewer Improvements, Project 2204.

13. Rental Occupancy Licenses for Approval.

MOTION: Move to approve the items listed for rental housing license applications for August 22, 2022, in that they have met the requirements of the Property Maintenance Code.

14. License Agenda.

MOTION: Move to approve the items as listed on the business license agenda for August 22, 2022 as presented.

15. Review of Bills.

MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the enclosed list to claims paid by check and by electronic funds transfer in the amount of \$1,173,593.12.

PUBLIC HEARINGS

16. Proposed Rental License Revocation for the Property at 4610/4612 Washington Street NE.

MOTION: Move to waive the reading of Resolution 2022-75 there being ample copies available to the public.

MOTION: Move to adopt Resolution 2022-75 being a resolution of the Council revoking the rental license for 4610/4612 Washington Street NE, in that the property has not met the requirements of the Property Maintenance Code.

ITEMS FOR CONSIDERATION

17. Conditional Use Permit for Dynamic LED Sign at Municipal Liquor Store #3.

MOTION: Move to waive the reading of Resolution 2022-68, there being ample copies available to the public.

MOTION: Move to adopt Resolution 2022-68, a resolution approving a conditional use permit for a dynamic LED sign for a municipal liquor store within the City of Columbia Heights, Minnesota, subject to conditions outlined within the resolution.

Ordinances and Resolutions

18. Approval of Resolution 2022-76, a resolution approving the Declaration, The Heights, CIC #342, Anoka County, Minnesota which recites ownership rights, responsibilities, easements, restrictions and conditions between BPOZ Columbia Heights, LLC and the City of Columbia Heights.

MOTION: Move to waive the reading of Resolution 2022-76, there being ample copies available to the public.

MOTION: Move to approve Resolution 2022-76, a resolution approving the Declaration, The Heights, CIC #342, Anoka County, Minnesota which recites ownership rights and responsibilities, easements, restrictions and conditions between BPOZ, LLC. and the City of Columbia Heights.

19. Approval of Resolution 2022-77, a resolution approving the Bylaws, The Heights, CIC #342, Anoka County, Minnesota which establishes the operations of the Board of Directors of the Heights Owners Association.

MOTION: Move to waive the reading of Resolution 2022-77, there being ample copies available to the public.

MOTION: Move to approve Resolution 2022-77, a resolution approving the Bylaws, as pertaining to The Heights, CIC #342, Anoka County, Minnesota which establishes the operations of the Board of Directors of the Heights Owners Association.

Bid Considerations

New Business and Reports

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Report of the City Manager

20. 2023 Budget Book Distribution.

COMMUNITY FORUM

At this time, individuals may address the City Council in a respectful manner. Individuals should address their comments to the City Council as a whole, not individual members. Speakers that are in-person are requested to come to the podium. All speakers need to state their name and connection to Columbia Heights, and limit their comments to five (5) minutes. All speakers are also asked to fill out

this information as well as their address on a form for the Council Secretary's record. Those in attendance virtually should send this information in the chat function to the moderator and make sure to turn on their video and audio when they address the Council. The City Council will listen to brief remarks, ask clarifying questions, and if needed, request staff to follow up or direct the matter to be added to an upcoming agenda. Generally, the City Council will not take official action on items raised at the Community Forum at the meeting on which they are raised.

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.



PROCLAMATION

Childhood Cancer Awareness Month: September 2022

WHEREAS, 46 children per day are diagnosed with cancer in the U.S.; there are approximately 40,000 children on active treatment at any given time, and the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, and;

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and on average there's been a 0.6 percent increase in incidence per year since the mid 1970's, and two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, and;

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW THEREFORE, I, Amada Marquez Simula, do hereby proclaim September 2022 as Childhood Cancer Awareness Month in Columbia Heights, Minnesota.

I encourage all Americans to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

Amáda Márquez Simula, Mayor

August 22, 2022



PROCLAMATION

Constitution Week: September 17 through September 23

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution.

NOW, THEREFORE, be it resolved that I, Amáda Márquez Simula, Mayor of Columbia Heights, do hereby proclaim the week of September 17 through September 23 Constitution Week in the City of Columbia Heights, County of Anoka, State of Minnesota, U.S.A

Amáda Márquez Simula, Mayor

August 22, 2022

AGENDA SECTION	RECOGNITION
MEETING DATE	8/22/2022

ITEM:	Recognition of the 2022 Outstanding Citizen of the Year Veronica Johnson		
DEPARTMENT: Administration		BY/DATE: 8/19/22, Ben Sandell	
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i>			
Safe Community		X Diverse, Welcoming “Small-Town” Feel	
Economic Strength		Excellent Housing/Neighborhoods	
Equity and Affordability		Strong Infrastructure/Public Services	
X Opportunities for Play and Learning		X Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND

Every year, the City of Columbia Heights seeks nominations for Outstanding Citizen (formally Humanitarian of the Year). The City puts a call out for nominations of residents who have made a positive impact in our community and who stand as good role models to aspire to. This award is particularly reserved for residents who have gone unrecognized or mostly unrecognized for all the great things they have done.

The City awards the title annually to both an adult and youth resident, if a youth resident is nominated. The mayor works with the previous year's winner(s) to select the new Outstanding Citizen from the list of nominees. Winners receive feature articles in the City newsletter and Lion's Jamboree booklet, get a float in the Jamboree Parade, and recognition at a City Council meeting with the presentation of a honorary plaque.

PRESENTATION ITEMS

The mayor will speak about and present an honorary plaque to the 2022 Outstanding Citizen of the Year winner, Veronica Johnson. Veronica may choose to say a few words at the lectern. Afterwards, the communications coordinator will provide details about 2023 Outstanding Citizen nominations and encourage residents to visit www.columbiaheightsmn.gov/outstanding to find nomination forms.

ABOUT VERONICA JOHNSON

When Veronica Johnson heard she was named the 2022 Columbia Heights Outstanding Citizen of the Year, her first thought was of all the other people in town just as, if not more, deserving of the honor as she is.

"There are so many people more worthy of this title," Johnson said. "It's so easy to volunteer in this town. I'm just one of the many people who show up."

It is typical of Outstanding Citizen winners to be humble like this.

Veronica wanted her selection and recognition to be an opportunity to remind her fellow residents of all the ways they can get involved in the community. The City keeps a running list of volunteer and service opportunities in town on its website at www.columbiaheightsmn.gov/volunteer. Right now, you'll find information about Adopt-a-Drain, Anoka County Community Action, Athletic Boosters, the City Beautification Committee, Big Brothers Big Sisters, Bitty Kitty Brigade, Community Farmers Market, First Lutheran Church, Friends of the Library, HeightsNEXT, Kiwanis, Key Club, Lions Club, the City's Multicultural Advisory Committee, the Monarch Pledge, Neighborhood Watch, Rotary, the Sister Cities Committee, Southern Anoka Community Assistance (SACA), Government Advisory

Commissions, City events and sponsorship opportunities, and Toastmasters, as well as a few paying public service opportunities like working as an election judge or being an on-call firefighter. Do you want your community organization or non-profit to be added? Email details to bsandell@columbiaheightsmn.gov.

As for Veronica, she is the current president of the local Kiwanis Club, a longtime member of the Sister Cities group and American Association of University Women, a regular volunteer at SACA, Community United Methodist Church, and the League of Women Voters, an Anoka County Recycling Ambassador, a regular Adopt-a-Drain participant, a dependable election judge for City elections, member of the Community Centennial Committee, and regular volunteer at City events.

She was nominated by Dolores Strand and Karen Karkula and selected by the Mayor in consultation with last year's Outstanding Citizen winners.

Congratulations Veronica!

AGENDA SECTION	PRESENTATIONS
MEETING DATE	8/22/2022

ITEM:	Annual Report Presentation									
DEPARTMENT:	Administration	BY/DATE: 8/19/22, Ben Sandell								
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table> <tr> <td>Safe Community</td> <td>Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td>Economic Strength</td> <td>Excellent Housing/Neighborhoods</td> </tr> <tr> <td>Equity and Affordability</td> <td>X Strong Infrastructure/Public Services</td> </tr> <tr> <td>X Opportunities for Play and Learning</td> <td>Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>			Safe Community	Diverse, Welcoming "Small-Town" Feel	Economic Strength	Excellent Housing/Neighborhoods	Equity and Affordability	X Strong Infrastructure/Public Services	X Opportunities for Play and Learning	Engaged, Multi-Generational, Multi-Cultural Population
Safe Community	Diverse, Welcoming "Small-Town" Feel									
Economic Strength	Excellent Housing/Neighborhoods									
Equity and Affordability	X Strong Infrastructure/Public Services									
X Opportunities for Play and Learning	Engaged, Multi-Generational, Multi-Cultural Population									

BACKGROUND

Every year, the City of Columbia Heights produces an annual report compiled by administration staff using information submitted from all departments summarizing activities and major accomplishments from the year. The Annual Report is useful as an informational resource for the public, a reference for staff and the City Council, an historical record, a research guide, and a snapshot of the City and its employees at a specific period.

PRESENTATION

Communications Coordinator Ben Sandell will present printed documents of the 112-page 2021 Annual Report to the City Council and give a brief overview of what the report includes. The Annual Report is composed of two forms of information: overview and detailed. It includes photos, summaries, feature stories, and info graphs for casual readers. It also includes more detailed and technical information from each department for readers looking for specific reference points or who want to take a deeper dive into the workings of the City in 2021.

The report will be made available online on Mon, Aug 22, at www.columbiaheightsmn.gov/reports. Additional print copies will be available to view at City Hall and the Library in early September. It will also be added to the Laserfiche archives.



SPECIAL CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, August 01, 2022
5:30 PM

Mayor
Amada Márquez Simula
Councilmembers
John Murzyn, Jr.
Connie Buesgens
Nick Novitsky
Kt Jacobs
City Manager
Kelli Bourgeois

MINUTES

The following are the minutes for the Special Meeting of the City Council held at 5:30 pm on Monday, August 1, 2022, in the City Council Chambers, City Hall, 590 40th Avenue NE, Columbia Heights, Minnesota.

CALL TO ORDER/ROLL CALL

Mayor Márquez Simula called the meeting to order at 5:30 pm.

Present: Mayor Márquez Simula; Councilmember Buesgens; Councilmember Jacobs; Councilmember Murzyn, Jr.; Councilmember Novitsky

Also Present: Bourgeois, City Manager; Jim Hoeft, City Attorney; Sara Ion, City Clerk; Scott Lepak, Assistant City Attorney

ITEMS FOR CONSIDERATION

1. City Council Consideration of Ordering an Investigation into Allegations Against Council Member Raised at the July 25, 2022 Open Forum.

City Manager Bourgeois stated that this is a Special City Council Meeting for the City Council to decide how to move forward with the concerns brought forward at the July 25, 2022 City Council meeting. She stated that this is an open meeting, with members of the public attending but not a public hearing. She introduced Assistant City Attorney Scott Lepak as she has asked him to assist with the procedural concerns moving forward.

Attorney Lepak introduced himself and stated that staff is looking for direction on next steps and for how to proceed with this concern. Currently for review the Council has the statement from the Citizen at the July 25th open forum, the statement from the Councilmember and the memo that he has compiled. All of this information becomes a part of the record. As proposed in his memo the next steps are: Option one is to take no further action, Option two is that Council feels that there is enough to proceed with acting on the information that has been gathered to date related to a code of conduct violation, Option three is to investigate the issue further.

Mayor Márquez Simula asked if any councilmembers had questions.

Councilmember Buesgens asked if all parties would be personally interviewed as part of the investigation.

Attorney Lepak stated that all parties would be invited to be personally interviewed.

Councilmember Novitsky asked if the interviews would be voluntary.

Attorney Lepak stated that this is not a criminal or civil matter, and the interviews would not be mandatory, and the interviews are done on request. A negative inference can be made when an interview is denied.

Councilmember Buesgens stated that the community still has a lot of questions, and she still does as well. She would like to take a vote on an investigation.

Councilmember Murzyn stated that he thought it would be a good idea to go with option three. There would be transparency for citizens and council. He agrees with Councilmember Buesgens on going with an investigation.

Councilmember Novitsky stated that transparency is key in what we do for our residents. We should go forward with an investigation for transparency and to give peace of mind.

Mayor Márquez Simula stated that settling for less than an investigation would be a disservice to our community and the people involved.

Motion by Councilmember Buesgens seconded by Councilmember Murzyn Jr. to authorize and direct the City Manager to engage an outside investigator to be selected in consultation with the City Attorney, to investigate and determine if the allegations raised at the July 25, 2022 open forum and related actions thereafter violate the City Council Code of Conduct or reasonable expectations of conduct by a Columbia Heights City Council member. All Ayes, with Councilmember Jacobs abstaining. Motion carried 4-0.

ADJOURNMENT

Meeting adjourned at 5:45 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



CITY COUNCIL WORK SESSION
City Hall—Council Chambers, 590 40th Ave NE
Monday, August 01, 2022
6:00 PM

Mayor
Amada Márquez Simula
Councilmembers
John Murzyn, Jr.
Connie Buesgens
Nick Novitsky
Kt Jacobs
City Manager
Kelli Bourgeois

MINUTES

The following are the minutes for the Work Session Meeting of the City Council held at 6:00 pm on Monday, August 1, 2022, in City Council Chambers, 590 40th Avenue NE, Columbia Heights, Minnesota.

CALL TO ORDER/ROLL CALL

Mayor Márquez Simula called the meeting to order at 6:00 pm.

Present: Mayor Márquez Simula; Councilmember Buesgens; Councilmember Jacobs; Councilmember Murzyn, Jr; Councilmember Novitsky

Also Present: Kelli Bourgeois, City Manager; Aaron Chirpich, Community Development Director; Mitchell Forney, Community Development Coordinator; Kevin Hansen, Public Works Director; Sara Ion, City Clerk/Council Secretary; Keith Windschitl, Recreation Director

WORK SESSION ITEMS

1. Review of John P. Murzyn Hall Rental Rates and Policy Updates

Manager Bourgeois said there have been issues with rentals at Murzyn Hall that Staff has been discussing and also there are many improvements that need to be made. The Parks and Recreation Committee met the week prior and have made the following four recommendations to the Council:

1. All rentals of 50 or more people must use the Lions Club for Bar Service (current policy is over 200 people must use the Lions Bar).
2. Increase damage deposit from \$500 to \$800.
3. Renters lose all damage deposit if attendance is 50 or more people over the disclosed amount.
4. Rental Rates – Have a weekend rate for Fridays, Saturdays, and Sundays. Have a weekday rate for Mondays – Thursdays. Residents will still receive a 25% discount on rentals. The rental rates are proposed to be a significant increase from current rates; Fri – Sun \$2,824.61 w/tax \$3,025.86 and Mon – Thurs \$1,731.48 w/tax \$1,854.85; Nonprofit Entry Fee \$70, Nonprofit Nonresident Hourly Rate \$60, Nonprofit Resident Hourly Rate \$30; tax, if applicable, on all Nonprofit Rates.

Mayor Márquez Simula stated she believed the proposed rates made sense and with the review of Staff wages.

Councilmember Buesgens said she was the liaison to the Parks and Recreation Committee, and it was proposed to do 100% increase to cover the costs; they brought forward 50% but there is some room for the Council to decide.

Parks and Recreation Director Keith Windschitl stated the 50% would cover costs and they would make a small profit.

Councilmember Buesgens asked if the additional money could be used to make upgrades until they decide what to do with the facility. Windschitl concurred that it would.

Councilmember Novitsky asked if the upgrades to tables and chairs, etc. would take place immediately to help justify the rate. Manager Bourgeois stated that the new rates would only apply to a new reservations once the fee schedule is approved so there would be a gap in where there wouldn't be additional income coming in.

Councilmember Murzyn Jr. asked when the new fees would be effective. Manager Bourgeois clarified that it would be for any new reservations and the new fees will be on the agenda for the Council the next week.

Manager Bourgeois thanked the Parks and Recreation Staff for their research and stated that the City is different from neighboring cities in that they have a full kitchen and they don't require a designated caterer which makes a difference in the fee structure and liability for the City.

2. Parks Capital Discussion

Public Works Director Kevin Hansen stated that the Parks and Recreation Commission has been updating the parks CIP over the last three years, which was last updated in 2019. Staff has updated the CIP due to cost increases and because the past funding mechanisms for the City are non-existent at this point for completing the City's park system, either rehabilitation or redevelopment.

He said that several parks have been rehabilitated and there is about half left to complete; the total for all of the current CIP items is about 8 million dollars. Director Hansen stated that the Council needs to discuss how to fund these improvements and if they would like to move forward it is recommended to have an outside source review the CIP, and then have the financial consultant look at bond funding. He added the feedback from the City survey, parks was one area that the community supported.

Councilmember Buesgens asked if the CIP list is flexible to possibly consider other amenities if they aren't being used; she has heard in the community that there are a lot of baseball fields. Director Hansen stated that park planning has been done on a park-by-park basis where outreach is made to the community about what they would like to see.

Councilmember Buesgens asked if with the small "pocket" parks if there would be able to be some input from the community. Director Hansen stated that if the funding was

authorized by the Council, then there would be community engagement done for each park.

Mayor Márquez Simula asked what the Master Plan referred to. Director Hansen stated that it's the starting point, it defines how often the parks should be updated, and where Staff looks at what is at each park and what is used. He added that the community expressed interest in having walking trails which get incorporated into the Master Plan. All these things create a Master Plan which helps to create a construction document for bids.

Mayor Márquez Simula said it is important to look at the parks as a whole as there has been some discussions around the connection between the parks with walking trails. Director Hansen stated it is the goal to create some of these.

Councilmember Buesgens asked if a park planning architect can look at it instead of an engineer. Director Hansen stated that is who would look at it.

3. Solid Waste Contract Discussion

Director Hansen stated that he and Manager Bourgeois met with Walters and went through the bid, but Walters cannot currently find drivers. He said that Walters had tried to do recruiting but they feel they do not have internal capacity to serve the City currently. He added that they will go out to look at other vendors and at providing the service internally.

Councilmember Jacobs asked if the service is provided by the City if additional employees will need to be hired. Director Hansen stated that they would need to look at hiring additional Staff, which services they would want to provide, and having the equipment to do it.

Councilmember Buesgens stated it may be difficult to find the people to do that. Councilmember Jacobs added that is the next obstacle. Director Hansen said that is unknown and they will update the Council as more work is done.

Councilmember Novitsky asked about going back to allowing residents to choose their hauler. Director Hansen stated that the open market is something to consider but there are still capacity issues because they don't have people to fill the open positions, regardless of the number of vendors.

Councilmember Novitsky asked when the contract with Waste Management ends. Director Hansen stated it is January 1, 2023.

4. Discussion of Response to Edible Cannabinoid Legalization

Coordinator Forney reported that towards the end of the 2022 legislative session, the State passed a law amending state statute which legalized the sale of edible cannabinoids derived from hemp. On July 1, 2022, this law came into effect and has garnered a significant amount of attention. Very little regulation and oversight has been established with the amendment of state statute. This has left many local and state government

agencies scrambling to address and implement procedural changes prompted by the new law. The League of MN Cities has published guidance in the form of a frequently asked questions page and continues to work on understanding how the new statute affects cities. A few cities have adopted interim and emergency ordinances to place a moratorium on the sale of these newly legalized items. With regard to the City, Staff would like to present the facts and receive guidance on how the Council would like to respond to the new law.

The law in question amends MN state statute chapter 151.72 subd.1-6 and chapter 152.02 in order to legalize the sale and production of edible cannabinoid products. Products defined in the amendment are not considered controlled substances and have been removed from the schedule 1 drug classification under state law. These products must meet a variety of requirements but most importantly they cannot contain more than 0.3 percent of any tetrahydrocannabinol (THC), and must not contain more than five milligrams of any tetrahydrocannabinol in a single serving, and no more than a total of 50 milligrams of any tetrahydrocannabinol per package.

The new law establishes a variety of testing procedures and labeling requirements with regards to the allowed amount of THC and prescribed packaging. The included document, Appendix A, summarizes these and other relevant regulations outlined in the new state law. Under the new law, enforcement of the state regulations falls on the Minnesota Board of Pharmacy. It is important to note that the regulations in Appendix A are not proactively enforced. Packaging and laboratory reports are not required to be submitted to the board but are only required if the Board of Pharmacy requests them. The Minnesota Board of Pharmacy is not proactively requesting them but will review the testing if it receives a complaint. Due to the ambiguous nature of the State Statute, there are a lot of questions at all levels regarding the ongoing enforcement of the new regulations.

The state law in question caught a lot of people by surprise to include the majority of Minnesota cities. As of July 27, 2022, five cities have crafted and considered responses to the new state law. While four have enacted emergency or interim ordinances placing moratoriums on the sale and production of edible cannabinoids. The City of Stillwater foresaw the legalization of THC in some form and in 2021 prohibited, "the establishment of new uses or the expansion of existing uses related to cannabis and nonintoxicating cannabinoids (CBD) sales, testing, manufacturing, or distribution." While cities such as Saint Joseph and Robbinsdale only recently enacted their moratoriums. The sample ordinance and accompanying research have been established through the review of other cities actions and recommendations from the City Attorney.

As part of the discussion of how the City should respond to the new state law, Staff has created a draft moratorium similar to those recently adopted by other cities. With or without a moratorium there are quite a few questions the City will face in regards to the production and sale of hemp derived tetrahydrocannabinol (THC) food and beverages. Included as an attachment is a compilation of some of the questions the City faces. While all these questions may not be answered at this meeting it is important to begin the discussion of these items.

Included for review is draft ordinance 1679. This ordinance would establish a moratorium on the expansion of sales and manufacturing of hemp derived THC food and beverages. State Statute 462.355 regulates the application and use of interim ordinances by the City. To ensure compliance with Statute 462.355, the draft ordinance clearly outlines the goals and purpose for the prohibition of hemp derived THC food and beverages. As stated in the preamble, the purpose of the moratorium is to limit the expansion of these sales until the City can study, discuss, and craft a response to the new law.

A well-rounded response will include changes to the code of ordinances in the form of zoning, licensing, enforcement, and other related processes and procedures. Under draft Ordinance 1679, businesses that are selling or producing hemp derived THC foods and beverages, prior to the passage of the ordinance, will still be allowed to do so during the moratorium. This draft ordinance does nothing to effect legal medicinal CBD operations.

Staff recommends moving forward with the establishment of a temporary moratorium on the discussed items. As shown in the compilation of questions, there are a lot of unknowns that need to be addressed by the City. Establishing a moratorium will also offer the City the opportunity to work with the League of MN Cities in clarifying the City's role.

Mayor Márquez Simula asked what the time of the interim moratorium would be and if it could be expanded. Coordinator Forney stated the State allows a moratorium to be in place for 12 months, they City can extend it if needed.

Councilmember Jacobs asked if there are any businesses that would be affected by this or want to proceed in that direction. Coordinator Forney stated he is aware of one business.

Councilmember Jacobs stated she is concerned about where they can sell and would like the Council to move forward with the moratorium.

Councilmember Buesgens stated she understood the need for the City to get things together but said it states that it is "non-intoxicating" and it is a lot of work to control a product like that.

Councilmember Jacobs stated that she believes it is misleading to say it is "non-intoxicating" and she spoke in regard to her experience working in substance abuse and brain development expanding into the 30s.

Mayor Márquez Simula asked if an expert in regard to Cannabinoid would be included in the discussion.

Manager Bourgeois said that Staff was caught off guard by the change and they are not looking to limit THC products, but they need time to research this topic. She said that there would be a workgroup established to come up with the regulations and doesn't expect it to take the full year.

Councilmember Novitsky stated that some stores have been selling “questionable” products such as Delta 9, which has never brought up. He said he isn’t for a moratorium on this.

Councilmember Buesgens said she would be for moratorium to give Staff time.

Mayor Márquez Simula stated she isn’t sure how she feels about it and worries that a year would be too long to look into it.

Councilmember Murzyn Jr. said he feels the same as Mayor Márquez Simula and would like more information to decide which way to go.

Mayor Márquez Simula said it would be nice to know the risks if there is no moratorium.

Manager Bourgeois stated this item will be on the agenda at the next meeting and there will be additional information presented. She added this is a food item that could be sold out of a food truck, for example.

Councilmember Buesgens asked if the City would be involved if there is a sale above the allowed level of THC. Manager Bourgeois said she isn’t sure who will investigate if there is a concern.

Mayor Márquez Simula asked if the City is more concerned about the zoning. Manager Bourgeois stated that it would be allowed in the business district, there is no product regulation.

Councilmember Buesgens spoke regarding the “non-intoxicating” again and said she is okay with the moratorium.

Director Chirpich said that tobacco shops are limited, and the number of licenses is controlled. He said that compliance checks are done on tobacco and these are currently not in place.

Councilmember Buesgens stated there is concern with children getting ahold of these products and there needs to be a way to limit to those over 21 years old.

Councilmember Jacobs said she isn’t opposed to these shops just how they will operate within the community.

Mayor Márquez Simula asked if the Council could reach out to the business that is selling the product. Director Chirpich said that he couldn’t speak on behalf of the City Attorney but that the input would be valuable.

5. Discussion and Update on Establishing a Single-Family Rental Moratorium

Coordinator Forney stated that during the July 5, 2022, work session, the Council discussed the viability of establishing a rental licensing moratorium on all single-family homes. This discussion came about after Staff presented a plan to create a single-family rental density cap. Establishing a cap requires a multitude of process changes along with a study of the City's current rental housing stock. These items are estimated to take up to a year to complete.

The Council originally began the rental density cap discussion after bringing up concerns regarding single-family home conversions to rental properties. Most of all, the Council expressed concern that it has become increasingly difficult for potential home buyers wishing to purchase property in the City to identify financially attainable options. Many such options are quickly purchased by remote corporate entities or landlords and converted to rental properties. Further, the City is concerned that the overall number of rental properties in the City has increased at an unsustainable rate. In addition, the City is aware of possible shortcomings within City Code relating to provisions governing rental licenses and property maintenance and would like to be more proactive in securing compliance for the health, safety, and welfare of City residents generally.

To establish an interim ordinance, State statute requires the City to establish clear goals and a plan of action. This is presented in the sample ordinance as a set of studies that will assist the City in reaching its goals. The interim ordinance can be put in place for 12 months or until the following goals have been completed and any resulting changes to the City's ordinances have been made: 1) Staff will determine the current makeup and status of the rental housing stock within the City 2) Staff shall determine the effect and feasibility of creating a rental density cap on single family residences 3) Staff will consider whether the City has sufficient staffing and resources to enforce the rental density cap.

A sample interim ordinance was included. The establishment of the moratorium affects the receipt, processing, or approval of any new rental license for a single-family residential structure. It does not include such residences as townhomes, duplex's, apartments, cooperatives, or condominiums. Applications for the renewal of existing rental licenses are exempt, and any complete license submitted before the enactment of the ordinance will continue with the normal process. Any application submitted and received prior to the passage of the ordinance but deemed incomplete by the City, shall be returned to the applicant, along with the application fee, and if not resubmitted before the passage of the ordinance, no resubmission of such application shall be accepted during the moratorium.

Councilmember Buesgens asked about when a rental is sold and how that would affect that license. Forney said that when a house is sold they have 30 days to renew the license, if they do not, then the rental license lapsed, and they have to start the process over.

6. Liquor Store Rezoning Overview

Director Chirpich stated that the City has initiated the rezoning of its three municipal liquor store sites from General Business (GB) to Public and Open Space (PO). Specifically, the

rezoning of the following properties is proposed: Top Valu Liquor Store #1 located at 4950 Central Avenue NE, Top Valu Liquor Store #2 located at 2107 37th Avenue NE, and Top Valu Liquor Store #3 located at 5225 & 5233 University Avenue NE.

The intent of the rezoning request is to apply zoning designations to the three liquor store sites which reflect their ongoing “public use.” The PO District specifically references “publicly owned and operated facilities” as a permitted use. To be noted is that the City’s parks, and other municipal building sites (including city hall, library and public works building) were similarly rezoned to PO in 2008.

Beyond the practical rationale to bring all publicly owned and operated facilities into the PO District, the rezoning of these properties is also prompted by the desire for Top Valu Liquor Store #3 to install a dynamic LED sign on the existing pylon sign located on the site. While independent of the rezoning action, the proposed rezoning would result in a change to the dynamic LED sign requirements for Liquor Store #3. As mentioned, the current zoning classification for all municipal liquor stores is GB. Within the GB District, dynamic LED signs are permitted as a conditional use on monument signs only. In contrast, dynamic LED signs located within the PO District are allowed to be placed on pylon signs. Therefore, the proposed rezoning would allow Liquor Store #3 to install a dynamic LED sign on its current pylon sign. City Code provides more flexibility for dynamic LED signs on public sites because such signage can be used to convey messages of general importance related to city messaging rather than simply advertising.

Mayor Márquez Simula asked if the image in the packet was the proposed sign. Chirpich concurred and stated that the City recently acquired the Heartland Tire building adjacent to the liquor store, and the City plans to expand in that area.

Mayor Márquez Simula asked if the pylon could have more than just business advertising. Chirpich stated this is correct.

Councilmember Novitsky asked if the other liquor stores ever advertise other messages. Manager Bourgeois stated that they have.

7. Charter Commission: Amendment to City Charter City Council Vacancies (Chapter 2 Section 9)

Clerk Ion reported that on July 21, 2022, the Charter Commission held a second reading of the proposed amendment to the City Charter, Chapter 2 Section 9. The Charter Commission has recommended that the Council amend the Charter by Ordinance. She said that the Charter Commission would like to reduce the time for appointment from 105 days to 45 days and allow for the Mayor to break a tie if one occurs.

Councilmember Buesgens asked if this will come before the Council twice for public hearings. Ion stated this is the case; she further added that the first hearing will be September 12, 2022, and the second hearing will be September 26, 2022.

Councilmember Novitsky asked if this will require a 5-0 vote. Ion stated that is correct.

Councilmember Buesgens asked that if it did not receive a 5-0 vote from Council, what the process would be for it to be on the ballot for a vote from the community. Ion stated it would go back to the Charter Commission and she would need to review the specifics of the process if that was the case.

Councilmember Jacobs stated she remembered it going back to the Charter.

Councilmember Buesgens expressed concern about the timeline of the vote and if the item would need to be on the ballot. Ion said she would look into the timeline.

ADJOURNMENT

Mayor Márquez Simula adjourned the meeting at 7:12 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, August 08, 2022
6:00 PM

Mayor
Amada Márquez Simula
Councilmembers
John Murzyn, Jr.
Connie Buesgens
Nick Novitsky
Kt Jacobs
City Manager
Kelli Bourgeois

MINUTES

The following are the minutes for the Meeting of the City Council held at 6:00 pm on Monday, August 8, 2022, in the City Council Chambers, City Hall, 590 40th Avenue NE, Columbia Heights, Minnesota.

CALL TO ORDER/ROLL CALL

Mayor Márquez Simula called the meeting to order at 6:00 p.m.

Present: Mayor Márquez Simula; Councilmember Buesgens; Councilmember Jacobs; Councilmember Murzyn Jr.; Councilmember Novitsky

Also Present: Lenny Austin, Police Chief; Kelli Bourgeois, City Manager; Mitch Forney, Community Development Coordinator; Jim Hoeft, City Attorney; Sara Ion, City Clerk; Sulmaan Khan, Assistant City Engineer; Dan O'Brien, Assistant Fire Chief; Charlie Thompson, Fire Chief; Cliff Johnson, City Resident; Ed Higgins, City Resident; Mason Alt, City Business owner; Marcus Marcus, City Business operator; John Holmber, City Resident

MISSION STATEMENT

Our mission is to provide the highest quality public services. Services will be provided in a fair, respectful and professional manner that effectively addresses changing citizen and community needs in a fiscally-responsible and customer-friendly manner.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Manager Bourgeois explained a change in the agenda would be needed because the notices for items #14, #15, and #16 were sent with the meeting start time at 7:00 pm, not 6:00 pm. Staff is proposing to reorder the agenda and move item #17, which is not a public hearing, up following item #13. She explained the hope is that this will keep the meeting moving and allow the abatement hearings to begin at 7:00 pm, as they were noticed. She stated that if needed, the reports of the Council and City Manager can also be moved up prior the public hearings.

Motion by Councilmember Murzyn Jr., seconded by Councilmember Novitsky, to approve the Agenda, as amended. All Ayes, Motion Carried 5-0.

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

CONSENT AGENDA

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn Jr., to approve the Consent Agenda as presented. All Ayes, Motion Carried 5-0.

1. **Approve July 25, 2022 City Council Meeting Minutes.**
MOTION: Move to approve the City Council meeting minutes of July 25, 2022.
2. **Approve July 26, 2022 Special City Council Meeting Minutes.**
MOTION: Move to approve the July 26, 2022 Special City Council meeting minutes.
3. **Accept June 21, 2022 Traffic Commission Minutes**
MOTION: Move to accept the June 21, 2022 Traffic Commission minutes.
4. **Approval of May 3, 2022 Planning Commission Meeting Minutes.**
MOTION: Move to accept the Planning Commission Meeting Minutes of May 3, 2022.
5. **Accept July 6, 2022 Library Board Minutes.**
MOTION: Move to Accept the Library Board Minutes from July 6, 2022.
6. **Approval of June 7, 2022 Planning Commission Meeting Minutes.**
MOTION: Move to accept the Planning Commission Meeting Minutes of June 7, 2022.
7. **Approval of John P. Murzyn Hall Rental Rates and Policy Updates.**
MOTION: Move to approve the policy changes for John P. Murzyn Hall, effective immediately for any new rental.
MOTION: Move to waive the reading of Resolution 2022-72 there being ample copies available to the public.
MOTION: Move to approve Resolution 2022-72 being a resolution amending the fee schedule to change rental rates at John P. Murzyn Hall effective immediately for all new rentals.
8. **Establish Date for 2022 Public Special Assessment Levy Hearing for Mill and Overlay, Street Reconstruction, and Delinquent Accounts.**
MOTION: Move to establish Tuesday, October 4, 2022 at 5:30 p.m. as the Public Special Assessment Levy Hearing for City Project #2202 Zones 6 and 7 Street Rehabilitation, to be held in the City Council Chambers.
MOTION: Move to establish Tuesday, October 4, 2022 at 5:45 p.m. as the Public Special Assessment Levy Hearing for City Project #2206 State Aid Street Rehabilitation, to be held in the City Council Chambers.
MOTION: Move to establish Tuesday, October 4, 2022 at 6:00 p.m. as the Public Special Assessment Levy Hearing for City Project #2201 Zone 4 Street Rehabilitation on 4th Street NE from 52nd to 53rd Avenues, to be held in the City Council Chambers.
MOTION: Move to establish Tuesday, October 4, 2022 at 6:15 p.m. as the Public Special Assessment Levy Hearing for Delinquent Accounts, to be held in the City Council Chambers.
9. **Rental Occupancy Licenses for Approval.**
MOTION: Move to approve the items listed for rental housing license applications for August 8, 2022, in that they have met the requirements of the Property Maintenance Code.

10. License Agenda.

MOTION: Move to approve the items as listed on the business license agenda for August 8, 2022 as presented.

11. Review of Bills.

MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the enclosed list to claims paid by check and by electronic funds transfer in the amount of \$1,014,254.32.

PUBLIC HEARINGS

12. First Reading of Ordinance 1678, Establishing a Single-Family Rental Moratorium

Community Development Coordinator Forney explained that the Council, at a work session in July, were discussing a rental density cap and the concern that many single-family homes were being converted to rental properties. He stated that this ordinance establishes a moratorium on single-family home rentals. He explained it would be an interim ordinance that will be in effect for 12 months, but could be expanded beyond that time period, with additional Council action. He noted the goals associated with establishing this moratorium are: that City staff will determine the current make-up and status of the rental housing stock; staff will determine the effect and feasibility of creating a rental density cap on single family residences; and, staff will consider whether the City has sufficient staffing and resources to enforce the rental density cap. He stated this moratorium does not include residences in the City such as townhomes, duplexes, apartments, cooperatives, or condos. He explained that this simply limited new single-family housing rental applications.

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn Jr., to close the public hearing and waive the reading of Ordinance N. 1678, there being ample copies available to the public.

Manager Bourgeois reminded the Council that this was a public hearing and suggested they ensure that there was not anybody on-line that wished to comment on this item.

City Clerk Ion stated there was nobody in the chambers or on-line that wished to address the Council on this item.

Mayor Márquez Simula suggested that the motion be reiterated.

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn Jr., to close the public hearing and waive the reading of Ordinance N. 1678, there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Buesgens, seconded by Councilmember Novitsky, to set the second reading of Ordinance No. 1678, being an interim ordinance establishing a moratorium within the city on new rental license applications for single family homes, for August 22, 2022, at approximately 6:00 p.m. in the City Council Chambers. All in favor, Motion Carried 5-0.

13. First Reading of Ordinance 1679, Establishing a Moratorium on the Production and Sale of Edible Cannabinoid Products Containing Tetrahydrocannabinol (THC)

Community Development Coordinator Forney stated that at the August 1, 2022 Council work session meeting, staff brought forth discussion about Ordinance 1679 which is an interim ordinance placing a moratorium on the production and sale of edible cannabinoid products containing THC. He noted that the ordinance being presented today has been edited a bit since the August 1, 2022 Council work session meeting and changes the language from “hemp derived tetrahydrocannabinol (THC) food and beverages” to “edible cannabinoid products containing Tetrahydrocannabinol (THC)” due to a better understanding of State law related to what constitutes a food product. He reminded the Council that towards the end of the 2022 legislative session, the State passed a law amending State statute which legalized the sale of edible cannabinoids derived from hemp to people over aged 21 and older. He stated that this new law came into effect on July 1, 2022 which surprised many cities and law enforcement agencies. He gave a brief overview of the information included in the packet regarding potency, testing, and labeling requirements as well as the frequently asked questions page put together by the League of Minnesota Cities. He noted that regulation and enforcement of the new law falls on the Minnesota Board of Pharmacy, but noted that they are reactively and not proactively enforced. He explained that because this is not categorized as ‘food’ the Minnesota Department of Agriculture will be not be involved. He also explained that by the August 1, 2022 Council work session meeting there were four cities that had enacted emergency or interim ordinances placing moratoriums on the sale of these types of products and since that time there have been an additional four or five other cities that have begun the ordinance process for a moratorium. He reminded the Council that this is an interim ordinance that will be established for 12 months, if needed, but noted that staff does not envision this taking the full 12 months. Staff recommends approval of this temporary moratorium and noted that this ordinance does nothing to effect legal, medicinal CBD operations. He noted a question had been asked at the work session that is addressed in the frequently asked questions document from the League of Minnesota Cities related to ‘non-intoxicating cannabinoids’ and noted that similar to what is considered a non-intoxicating alcohol beverage, if enough is consumed, it can be ‘intoxicating’.

Mayor Márquez Simula asked if anyone would like to speak on this item.

Cliff Johnson, resident, stated that in his opinion, a 12 month moratorium feels like a long-time period when this would not be ‘re-inventing the wheel’ because there are many states that have complete recreational cannabis available. He believes there are already enough guidelines in place that can be followed so the City would not need to actually spend a year putting new ones in place. He thinks everyone in this room wants to promote and support small businesses in the community and he feels this would be a great opportunity for that. He noted that he did not want the City to drag their feet and be ‘late to the game’ and miss this opportunity. He thinks the State has given a lot of good guidelines and if they are followed, he does not believe there will be major problems, especially considering that the City already sells liquor and intoxicating beverages. He stated that he sees the biggest questions that will need to be answered is related to licensing, the cost, and enforcement.

He stated that there are many people who suffer from chronic pain and many of them could use this type of product to help them deal with the pain at an affordable rate. He reiterated that he feels this could be helpful and does not want to see its use be delayed more than is absolutely necessary.

Mason Alt, CEO of Love Is An Ingredient, noted that their official business name is Uniflora Holistics which means one plant for all to help and to heal. He feels what the State did on July 1, 2022 solidifies the lack of enforcement that has been seen over the last few years from the State. He stated that not much has changed other than they are now allowed to have these products with food ingredients and feels that the State was smart in basically removing it from the definition of 'food' so he is hopeful that that there would not be federal interference which has happened in the past. He reviewed some of the current requirements and rules that he follows in his business. He stated the only thing he feels the State may have dropped the ball on was related to licensing. He stated that his business is all about giving back to the customers and explained that over half of his customers, before this change, were CBD users that did not have the potential to 'get high' or intoxicated off these products. He stated when the City puts together the licensing structure, he would like to see something similar to tobacco and liquor licensing that is on a scale, so the amount they pay is based on how much the business makes. He stated this way those license fees can then be used to give back to the community and used for parks and schools. He explained that one way his company has given back is by having 90% of their product be from companies local to Minnesota or Wisconsin. He reiterated that he would ask the City to think about how they can use some of the money these businesses are making as a way to give back to the community as part of their licensing regulations.

Marcus Marcus, Community Relations Manager, Uniflora Holistics, stated that he was also the former executive director of Minnesota Normal, which is a national cannabis legalization organization and founded the Minnesota Campaign for Full Legalization, so he has been advocating for legalization since 2014. He stated that he joined Uniflora Holistics because their team understands the plant and realizes that it is a healing plant and not just simply for fun and games. He stated they are a very ethical company and gave examples of the discounts given to low income individuals and veterans. He stated that the recent legalization of low dose edibles is kind of a half-step forward, but he feels it is progress. He recently had a great meeting with the Community Development Department and feels confident that they were not proposing this moratorium to try to continue prohibition but to ensure that the City regulates this emerging industry in a positive manner. He has great confidence that the City can do this better than many others and clarified that they stand in favor of this moratorium so the City can make sure that legalization is done correctly in the City.

Ed Higgins, resident, stated that he is a cannabis marketer and completely supports Mr. Alt and the team at Love Is An Ingredient and Uniflora Holistics, noting he would like to see other companies moving forward to adopt his model. He stated that he sees this as regulating things so kids in the community do not get ahold of cannabis, but also make sure that they decriminalize, expunge records, and make sure that there are a certain amount of

licenses extended towards the BIPOC community. He stated that he is in full support of this moratorium, but is hopeful that it will need to be in place for an entire year. He stated that he wants the City to get it right so they can be a shining star for the State.

Motion by Councilmember Jacobs, seconded by Councilmember Buesgens, to close the public hearing and waive the reading of Ordinance No. 1679, there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Jacobs, seconded by Councilmember Buesgens, to set the second reading of Ordinance No. 1679, being an interim ordinance establishing a moratorium on the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC), for August 22, 2022, at approximately 6:00 p.m. in the City Council Chambers. All in favor, Motion Carried 5-0.

Mayor Marquez Simula reminded the Council that the agenda had been amended due to the meeting time notification and moved to agenda item #17.

ITEMS FOR CONSIDERATION

17. First Reading of Zoning Ordinance 1680 (Map Amendment) Rezoning of Property

Community Development Coordinator Forney noted this topic was discussed at the August 1, 2022 Council work session meeting. He explained this is a proposal to rezoning the City's three municipal liquor stores sites from General Business (GB) to Public and Open Space (PO). He reviewed the three liquor store locations currently in the City at: 4950 Central Avenue NE; 2107 37th Avenue NE; and 5225 and 5233 University Avenue NE. He explained that the intent of the rezoning request is to apply zoning designations to the three liquor stores which reflect their ongoing public use. He noted that the PO district includes places like City parks, City Hall, Murzyn Hall, the library and the Public Works building. He noted that there will be some additional administrative work done behind the scenes on things like lot combinations for Liquor Store #2 and Liquor Store #3 who both overlay two parcels.

Motion by Councilmember Jacobs, seconded by Councilmember Novitsky, to waive the reading of Ordinance No. 1680 there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Jacobs, seconded by Councilmember Novitsky, to set the second reading of Ordinance No. 1680, being a zoning ordinance (map) amendment pertaining to the rezoning of the City's municipal liquor store sites from GB, General Business to PO, Public and Open Space, for August 22, 2022, at approximately 6:00 p.m. in the City Council Chambers. All in favor, Motion Carried 5-0.

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Councilmember Novitsky expressed his appreciation for everyone who hosted a party or participated in National Night Out this year. He stated that he was able to attend about six of the parties and noted that it is always nice to see neighbors getting out and getting to know each other better.

Councilmember Murzyn Jr., thanked everyone involved in putting together the National Night Out. He stated that even though he tried, he did not make it to every single location, but met a lot of great people. He also wanted to give a 'shout out' to the Columbia Heights Police Department. He explained that two weeks ago he was able to do a ride along with Sergeant Piehn, Officer Steve and Officer Sam. He stated it was very busy and he was amazed by what they did. He stated that, in his opinion, the training being given to these officers definitely pays off.

Councilmember Jacobs noted that she had attended all of the MnDOT presentations for the University and Central Avenue projects. She stated that it was interesting to get perspectives from communities who had similar problems to what the City is facing along the Central Avenue corridor as well as those who had other issue that they wanted to see addressed. She stated that she found the information to be very helpful. She stated that she also attended the Music in the Park event and while she is disappointed it was the last one for the year, she is looking forward to the Movies in the Park events that will be starting soon.

Councilmember Buesgens noted that she continues to volunteer in the Blooming Sunshine Garden in Lomianki and tomatoes are beginning to ripen. She invited people to come join them and noted peppers were also donated by the Assistant Fire Chief O'Brien. She stated that she had attended the Park and Recreation Commission meeting, Kathy Young's retirement party, attended National Night Out, and was able to get to four of the parties. She stated that she also filled in for the Planning Commission liaison and attended the Music in the Park event. She noted that she believes the Movie in the Park begins Thursday, August 11, 2022 at 8:30 pm on the west side of Huset Park. She stated that she also is continuing work with the Beautification Committee in taking care of flower pots at City Hall and Murzyn. She stated that she wanted to draw attention to another business, Lowells' Auto, that took advantage of the façade improvement program. She stated it looks really nice and encouraged people to go take a look.

Mayor Márquez Simula stated that at the last Council meeting, Bruce Amos of Amos and Amos BBQ was unable to come in and receive the proclamation for National Black Business Month, but explained that she was able to deliver it to him the following week. She shared some pictures and his phone number on social media and encouraged people to place orders if they were interested. She stated that she also attended National Night Out and was able to make it to four parties. She extended her appreciation to the Police Department and block captains for volunteering their time to organize this event. She stated that she met with Josh Ortiz from Amy Klobuchar's office last week to discuss concerns that the City has and also met with Congresswoman Omar about the same concerns and what can be done with the resources that are available. She stated that she also attended a Joint Law Enforcement Committee meeting last week with the City's regional partners.

Report of the City Manager

Manager Bourgeois stated that this will be a busy week at the City because the primary election will be tomorrow. She encouraged people to vote if they hadn't already done so and noted that the polls will

be open from 7:00 am to 8 :00 pm. She expressed her appreciation to City Clerk Ion and the election staff for their hard work on absentee voting, direct balloting and now the primary. She stated the Police Department will be doing an 'Eat and Greet' at the Huset Pavilion on August 10, 2022 from 5:00 to 7:00 pm. She stated that the first Movie in the Park event will be held August 11, 2022 at 8:30 pm at Huset Park with the movie, *Ferris Buehler's Day Off*.

Mayor Márquez Simula recessed the meeting at 6:49 pm and reconvened at 7:00 pm

14. Adopt Resolution 2022-69 for Abatement.

Assistant Fire Chief O'Brien apologized for the confusion with his notices that included the old Council meeting time of 7:00 pm rather than 6:00 pm. He explained that this item goes back to 2018 when an excavation was done on the property at 3821 Reservoir Boulevard for a retaining wall and a garage that has stalled out numerous times. He stated that there were concerns regarding soil erosion and run-off washing into the alleys. He stated this item has come before the Council a few other times where it was tabled until the spring of 2020 and for some reason was never picked back up. He stated that he checked the status of it this spring and there had been no progress made in the past year. He visited the site yesterday and today and spoke with the property owner, Mr. Ortiz. He stated that Mr. Ortiz is making good progress and is about 95-98% done with the work. He stated from the work that has been done, he and Public Works Director Hansen believe that the run-off issue is over.

Mayor Márquez Simula asked if there was anyone present from the public that would like to speak to this issue.

There were no comments.

Councilmember Jacobs asked how many times the City had abated this property.

Assistant Fire Chief O'Brien stated that the City had done one abatement for some site control for silt in late 2019 or early 2020.

Mayor Márquez Simula asked for clarification on the abatement process.

Assistant Fire Chief O'Brien explained that if the City passes the resolution, as presented, it declares the property as a public nuisance and allows the City to abate it, if it is not completed. He stated that it can be approved, but the City does not necessarily have to use it, if Mr. Ortiz finishes it.

Councilmember Murzyn Jr. asked if Mr. Ortiz had given the City any timeline for when the project will be completed.

Assistant Fire Chief O'Brien stated that Mr. Ortiz had not given him a final date, but when he spoke to him early last week, he told him that he had ordered some stone that should be in later that week. He stated when he inspected it, those stones had come in and the project had progressed.

Mayor Márquez Simula asked when the decision would be made regarding abatement if the Council passes this resolution.

Assistant Fire Chief O'Brien explained that as long as Mr. Ortiz is moving forward on the project, the City can just hold onto it. He noted they would need to act before the weather changes in order for the City to be able to do anything this year.

Motion by Councilmember Jacobs, seconded by Councilmember Buesgens, to close the public hearing and to waive the reading of Resolution 2022-069, there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Jacobs, seconded by Councilmember Murzyn Jr., to adopt Resolution Number 2022-69, being resolution of the City Council of the City of Columbia Heights declaring the property listed a nuisance and approving abatement of violations pursuant to City Code. All in favor, Motion Carried 5-0.

15. Adopt Resolution 2022-70 for Abatement.

Assistant Fire Chief O'Brien stated that this abatement is related to 4224 2nd Street NE and goes back about a year. He stated that in June of 2021 there were some complaints and the City visited the property, met with the property owner, created orders, and gave the property owner ample time for compliance. He stated that small things here and there have been done, but overall, compliance has not been met.

Mayor Márquez Simula asked if there was anyone present from the public that would like to speak to this issue.

John Holmber, property owner, stated that a lot of the things on the list he was given have been taken care of already. He stated that they got orders last summer at the end of July last year, but then there were new orders that came on top of the initial things, that were not mentioned until the orders came out. He stated that means some of the fences that he built last summer are too tall. He stated they are putting in a bridge across the front yard in order to have a walkway because he was required to take the walkway down. He stated that he doesn't have the list in front of him so he cannot address each item specifically, but explained that he had moved a lot of dirt on the property with approval from Public Works. He stated that his whole yard is about 90% contained as far as stormwater run-off and before it was about 30% so he has been able to create a situation where almost all of the water stays on his property. He has taken the time to do this nicely and create a good product. He stated that they had a percolation test done last fall, which the City approved. He stated they were ready to do more work following those tests, but by then it was late October, so the plan was to continue the work this past spring. He stated that in November, he had a massive heart attack and a bypass procedure. Because of some complications, he has not been able to work on the project as much as he would have liked, but explained that he was feeling better now and assured the Council that the work would be done by the fall.

Mayor Márquez Simula asked for more information about the percolation test.

Assistant Fire Chief O'Brien explained that this was something that was done with engineering and noted that his understanding is that they dig holes, put water in, and see what the drainage is like in the area. He stated this will show what the water will do and is something that is done as part of a rain garden. He stated the issue with that particular piece is that some of the grading and the moat is in the public right-of-way. He explained that Mr. Holmber also wants to put in a bridge over the public right-of-way which the City will not allow and noted there are also some other issues with the rain garden. He read aloud some of the violations that have been found and noted that there need to be plans submitted to the City for review and approval and noted that the City has only received some hand drawn plans. He reviewed some of the issues that the property owner has begun correcting but noted some of the other issues still exist.

Mayor Márquez Simula asked about the public right-of-way and what the City would do to bring this property into compliance.

Assistant Fire Chief O'Brien stated the City had revoked a Conditional Use Permit for some accessory structures, so some structures will need to be removed. He noted that the moat would be completed, some turf grass would need to be installed, and some fence height issues need to be addressed.

Councilmember Jacobs questioned what the estimated timeline would be if the City moved forward with an abatement to address these issues and if it could be accomplished by winter.

Assistant Fire Chief O'Brien stated that it could absolutely be taken care of by the winter.

Councilmember Jacobs noted that she has driven by this property and the moat area is fairly deep and wide, which is a huge safety concern for the neighborhood. She stated that she understands there have been health issues for the property owner, but is confused as to why this things have not been completed in a year.

Motion by Councilmember Novitsky, seconded by Councilmember Murzyn Jr., to close the public hearing and to waive the reading of Resolution 2022-070, there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Novitsky, seconded by Councilmember Murzyn Jr., to adopt Resolution Number 2022-070, being resolution of the City Council of the City of Columbia Heights declaring the property listed a nuisance and approving abatement of violations pursuant to City Code. All in favor, Motion Carried 5-0.

16. Adopt Resolution 2022-71 For Emergency Abatement.

Assistant Fire Chief O'Brien stated that this item was related to an emergency abatement that the City performed on property located at 4518 Monroe Street NE. He stated they found this property vacant and unsecured in September of 2020. He explained that the property had been gutted and electrical work was taking place without permits so the Building Official, at that time, placed it under a stop work order. He stated the City notified

the property owner that it needed to be secured and they needed to obtain various permits. He stated that the City had not heard from the property owner, but noted this individual owns some other rental property in the City, so in early May, he administered a search warrant to go to the property to perform an emergency abatement after finding the violations were still not corrected. He reiterated that the City had not heard from the property owner until last Friday, which was after the fact. He stated they boarded up the property, took care of some outside storage, and the scrub growth/long grass. He stated that the Council is being asked to authorize the abatement that has already taken place because there were immediate safety hazards at the property.

Mayor Márquez Simula asked if there was anyone present from the public that would like to speak to this issue.

Councilmember Jacobs stated she was familiar with this property and agreed that there was a horrible safety issue there. She asked if there were any steps that could be taken for a property like this that has been vacant to have the building razed.

Assistant Fire Chief O'Brien stated that he had actually spoken to the Building Official about that as well and was told that the structure, itself, is pretty solid, so they would have a difficult time taking that approach. He stated when he spoke with the property owner last week, he was told that their intent was to remodel it and rent out the space. He stated that this individual also told him that he had obtained building and electrical permits, but he had not had enough time to check if that was accurate.

Motion by Councilmember Buesgens, seconded by Councilmember Jacobs to close the public hearing and to waive the reading of Resolution 2022-71, there being ample copies available to the public. All in favor, Motion Carried 5-0.

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn, Jr., to adopt Resolution Number 2022-71, being resolution of the City Council of the City of Columbia Heights declaring the property listed a nuisance and approving the emergency abatement, and any subsequent abatements, of the hazardous situation located at 4518 Monroe St NE. All in favor, Motion Carried 5-0.

COMMUNITY FORUM

Mayor Márquez Simula noted that she had a procedural question for the City Attorney before opening up the Community Forum. She left the dais to speak with him for a moment before returning to the dais.

Mayor Marquez Simula read aloud a statement that at this time, individuals may address the City Council in a respectful manner. Individuals should address their comments to the City Council as a whole, not individual members. Speakers that are in-person are requested to come to the podium. All speakers need to state their name and connection to Columbia Heights, and limit their comments to five (5) minutes. All speakers are also asked to fill out this information as well as their address on a form for the Council Secretary's record. Those in attendance virtually should send this information in the chat function to the moderator and make sure to turn on their video and audio when they address

the Council. The City Council will listen to brief remarks, ask clarifying questions, and if needed, request staff to follow up or direct the matter to be added to an upcoming agenda. Generally, the City Council will not take official action on items raised at the Community Forum at the meeting on which they are raised.

Ed Higgins stated that he wanted to give 'props' to the Council. He stated that his neighbor's garage burned down about two years ago at the beginning of the pandemic. He stated they later found out that this neighbor was renting from Pretium / Havenbrook. He stated that it took two years but they finally got the garage rebuilt and he wanted to thank the Council and City staff for holding them accountable and making sure this was done.

ADJOURNMENT

Motion by Councilmember Jacobs, seconded by Councilmember Buesgens to adjourn the meeting at 7:17 pm All in favor, Motion Carried 5-0.



**SPECIAL CITY COUNCIL MEETING
ELECTIONS CANVASS**
City Hall—Council Chambers, 590 40th Ave NE
Friday, August 12, 2022
2:00 PM

Mayor
Amada Márquez Simula
Councilmembers
John Murzyn, Jr.
Connie Buesgens
Nick Novitsky
Kt Jacobs
City Manager
Kelli Bourgeois

MINUTES

The following are the minutes for the Meeting of the City Council held at 2:00 pm on Friday, August 12, 2022, in the City Council Chambers, City Hall, 590 40th Avenue NE, Columbia Heights, Minnesota.

CALL TO ORDER/ROLL CALL

Council President Novitsky called the meeting to order at 2:00 p.m.

Present: Councilmember Buesgens; Councilmember Jacobs; Councilmember Murzyn Jr.; Councilmember Novitsky

Absent: Mayor Márquez Simula

Also Present: Kelli Bourgeois, City Manager; Sara Ion, City Clerk

PLEDGE OF ALLEGIANCE

ITEMS FOR CONSIDERATION

Ordinances and Resolutions

1. Adopt Resolution 2022-73, Canvassing Primary Election Returns of August 9, 2022.

MOTION: Move to waive the reading of Resolution 2022-73, there being ample copies available to the public.

MOTION: Move to adopt Resolution 2022-73, being a Resolution Canvassing Municipal Primary Election Returns and approve the signing of the Abstract.

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn Jr., to waive the reading of Resolution 2022-73, as there are ample copies available to the public. All Ayes, Motion Carried 4-0.

Motion by Councilmember Buesgens, seconded by Councilmember Murzyn Jr., to adopt Resolution 2022-73 being a Resolution Canvassing Municipal Primary Election Returns and approving the signing of the Abstract. All Ayes, Motion Carried 4-0.

ADJOURNMENT

Motion by Murzyn Jr., seconded by Councilmember Buesgens, to adjourn. All Ayes, Motion Carried 4-0.

Meeting adjourned at 2:03 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



CHARTER COMMISSION

Public Safety Building—Training Room, 825 41st Ave NE

Thursday, April 21, 2022

7:00 PM

AMENDED MINUTES

CALL TO ORDER

Charter Commission President Steve Smith called the April 21, 2022 meeting to order at 7:00 pm.

ROLL CALL

Members present: Matt Abel, Kathy Ahlers, Larry Betzold, Tyler Eubank, Ben Harris, Bill Hugo, Cliff Johnson, Carolyn Laine, Joe Schluender, Frost Simula, Steve Smith, Susan Wiseman, Nick Zeimet.

Members absent: Ramona Anderson, Gregory Sloat.

Also in attendance: City Attorney Jim Hoeft, City Clerk / Recording Secretary Sara Ion.

STATUS OF MEMBERSHIP

1. **Reappointment of Commissioner Ahlers and Hugo.**
City Clerk Ion stated that all paperwork was in order and filed for Commissioners' Ahlers and Hugo to continue their service.
2. **Appointment of Commissioner Larry Betzold to Fill Position Left Vacant by Commissioner Kaiser.**
Commissioner Betzold introduced himself to the group and was welcomed as a new member.
3. **Election of 2022 Officers.**
Commissioner Smith and Laine were nominated for President. A roll call vote was conducted, and the votes were as follows: 7 votes for Smith (Abel, Betzold, Eubank, Harris, Johnson, Schluender, Smith), 6 votes for Laine (Ahlers, Hugo, Laine, Simula, Wiseman, Zeimet).

Commissioner Abel and Laine were nominated for Vice President. A roll call vote was conducted, and the votes were as follows: 9 votes for Laine (Ahlers, Betzold, Eubanks, Hugo, Laine, Schluender, Simula, Wiseman, Zeimet), 4 votes for Abel (Abel, Harris, Johnson, and Smith).

Commissioner Simula was nominated for Secretary. There were no other nominations, and Commissioner Simula accepted the nomination.

The Charter Commission Officers for 2022 will be President Smith, Vice President Laine, and Secretary Simula.

APPROVAL OF AGENDA

Motion by Commissioner Abel, seconded by Commissioner Harris, to approve the agenda. Motion passed unanimously.

APPROVAL OF MINUTES

Motion by Commissioner Simula, seconded by Commissioner Abel, to approve the October 21, 2021 Meeting Minutes. Motion passed unanimously.

CORRESPONDENCE

There was no correspondence at this time.

OLD BUSINESS

City Council Vacancies (Chapter 2 Section 9).

President Smith asked the City Clerk to present information related to what a special election would look like for the City of Columbia Heights.

City Clerk Ion presented information related to a vacancy occurring beginning of a new year. A special election cannot be called for after March 31st during an election year. She stated that there are many other cities in Minnesota who are looking to revert to what the City of Columbia Heights has in place. A special election necessitates the same amount of attention and resources as a regular election does per our City Charter.

Commissioner Harris posed a question related to when special elections can be held. He clarified that there are specific dates when a special election can be held and that these dates are dictated by State Statute.

Clerk Ion also reviewed the current timeline in the Charter for appointment when a vacancy occurs.

President Smith stated that the timeline for appointment has also been a big topic of discussion.

Clerk Ion stated that the timeline, budget, and staffing needs for a special election look a lot like the general election we are holding this year. All the polling locations, election judges, election assistant, public works staff, and administrative needs are the same for a special election.

Commission Harris asked about the costs and budget needed for a special election.

Clerk Ion clarified that yes, the city would need to start budgeting for a special election now if this is something that the Charter Commission would want to add to the Charter. The cost related to a special election would be similar to a regular election. The Council would need to plan ahead and have this added to the budget.

Commission Johnson asked how long a seat would be open if there was a special election to fill a vacancy.

Commissioner Laine stated that there may be confusion between an appointment and a special election. There was clarification that currently an appointment would occur within 100 days with the current Charter language. She asked if the Commission wants to make the time to appoint shorter, and if the Commission would like the voters to have a choice on who is serving on the Council with a special election after an appointment is made.

Commission Johnson stated that he was under the assumption that they were replacing the appointment process with a special election at the last meeting.

Commissioner Laine stated that when she reviewed the last meeting minutes, she had a hard time following what the conversation was that the Commission was having. Therefore, she is clarifying what action the Commission wants to take.

Commissioner Harris also stated that there is also a conversation related to how to handle what happens when a tie occurs.

Commissioner Laine stated that there is some language proposed to address when a tie occurs in the packet.

Commissioner Simula stated discussion of having a special election is moot because it is part of the Charter. It is called for if there is two years remaining in the term. The Council can call for a special election.

Commission Ahlers stated that she did not feel that the budget for an election is a big concern and is only a small fraction of the large city budget.

Commission President Smith asked for City Attorney Hoeft to address the Commission as well about Special Elections.

City Attorney Hoeft stated that the conversation did start with shortening the appointment time frame. There has also been ongoing conversations related to special elections. Councilmembers are elected to four-year terms, and if a vacancy was to occur at the beginning of a four-year term there would be an appointment made and then an election for their position at the next regularly scheduled election to fill their open seat. What the City Clerk is alluding to, is that we do not know when an opening may occur on the Council, or when an election will need to occur. Even if there is language in the Charter, it maybe unnecessary because there could be an election in a time shorter than two years. There could be situations where special election could not be held because of the timelines are not aligned with the general election.

City Clerk Ion clarified that there if Commission were to move forward with special election language there could be situations where a special election is held and a councilmember is sworn in for six to eight months, and a general election is held again for that council seat.

Commissioner Harris clarified that we would need to make sure that special elections were always budgeted for.

City Clerk Ion clarified that this was correct. She clarified that the timeline for elections, staffing and budget are something that need to be considered when adding special election to the Charter. Budgeting for this impacts the city in a lot of different ways.

Commissioner Ahlers asked for clarification on how often money is reallocated by the City Council to cover an unexpected expense.

Attorney Hoeft stated that the availability of funds is not an issue. If the Charter is changed to add a special election. The Council would set a new fund and could pre-fund a special election right away. If the Council did not pre-fund a special election, there could be an interfund transfer if needed. This would need a four fifth vote of the council, because it is a modification of the budget.

Commissioner Ahlers asked how often modifications of the budget were completed by the Council.

Attorney Hoeft stated it was possible this is done less than four times a year.

Commissioner Smith Clarified the current appointment process that is currently set in the City Charter.

Commissioner Harris stated that by adding a special election process we are becoming beholden to State Statutes and would need to hold special elections at specified times.

Commissioner Johnson asked if we need to wait for the actual vacancy to occur in the Council.

Attorney Hoeft stated, yes we do.

Commissioner Simula stated that there is language in the packet that establishes shortening the appointment language and adding special election language at the discretion of the council.

Commissioner Harris feels that carrying the budget and preparing for staffing for a special election is a concern for having the special election language in the Charter.

Commission President Smith asked for clarification on the appointment process and asked about putting the special election language aside.

Commissioner Wiseman confirmed that she would like to move forward with tightening the language for appointment, since there is language related to special, elections existing in the Charter.

Commission President confirmed this language.

Commissioner Harris clarified the timeline.

Commissioner Ahlers was unsure if the language was being changed to "shall" have a special election to "must" have a special election.

City Clerk Ion read the language in the City Charter, Chapter 4, Section 29 into the record:
"SPECIAL ELECTIONS. The council may by resolution order a special election, fix the time of holding the

same, and provide all means for holding such special election. The procedure at such election shall conform as nearly as possible to that herein provided for other municipal elections.”

Commissioner Harris read the proposed amendments from the packet into the record:

“Special elections must be held at the earliest date possible under state law. Candidates must file for office no later than four weeks before the election. If a special election occurs in the same year as a regular municipal election, the council may at its option schedule the special election to occur in conjunction with the regular municipal election rather than at the earliest possible date under state law.”

Commissioner Laine stated that she would like to make a motion to shorten the process from 105 days to 45 days to make an appointment to the Council when there is a vacancy.

Attorney Hoeft stated that he would like the entire motion to read. Wiseman seconded the motion.

Commissioner Laine stated her motion:

Notice of said vacancy shall be posted at city hall for a period of two (2) weeks from the date of the adoption of the resolution declaring said vacancy. Notice shall also be posted in a designated city publication for a period of two (2) weeks as soon as possible after the date of the adoption of said resolution. Applications shall be sought and accepted from individuals interested in filling the vacancy, which applications shall be submitted to city hall, to the attention of the City Clerk. At its option, the council may interview each of the applicants and shall conduct said interviews in an agreed upon uniform manner as a council. The council shall make its appointment from the pool of applicants within forty-five (45) days of the vacancy resolution, whether done so at a regular council meeting or a special meeting. If the council fails to make the appointment within forty-five (45) days, or, if before the end of the forty-five (45) days, votes three times on the appointment and is unable to fill the vacancy, the mayor must, within fifteen (15) days, appoint a person from the remaining applicants under consideration to fill the vacancy. The individuals so appointed shall filled said vacancy until the next regular state or municipal election.

Commissioner Harris clarified where the motion ended.

Commissioner Laine stated that the language of the motion did not include anything related to a special election, just what was read.

Commissioner Johnson clarified that there will be additional conversation about the motion.

Attorney Hoeft stated that the motion has been made and seconded. The motion has been made to change the timeline for appointment and for the mayor to be able to make the appointment if there is a tie.

Commissioner Laine pointed out that Statutory Cities do allow the mayor to appoint when there is a tie.

Commissioner Ahlers asked for clarification on what occurred the last time when there was tie.

Attorney Hoeft stated that there were seven votes, and the Council made the determination on who they would vote to appoint. The mayor did not break the tie.

Commissioner Johnson stated that he does not like the mayor having the ability to have a tie breaking vote.

Commissioner Schluender stated that the mayor would be deciding between two candidates when breaking a tie vote.

Commissioner Smith stated we were coming to an hour, and he asked for people to consider the motion that was made.

Commissioner Laine stated that the new proposal is that we are dropping of the language of the special election and moving forward with the tightening of the language of the appointment time period.

Commissioner Wiseman called the question, for the first hearing of the motion ~~the first reading on July 21, 2022.~~ * Commissioner Abel, Ahlers, Betzold, Eubank, Harris, Hugo, Laine, Schluender, Simula, Smith, Wiseman, Zeimet voted Aye. Commissioner Johnson voted Nay. The motion passed.

NEW BUSINESS

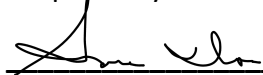
Motion by Commissioner Ahlers, seconded by Commissioner Able to approve the 2021 Charter Commission Annual Report. All Ayes.

ADJOURNMENT

Motion by Commissioner Laine, seconded by Commissioner Harris, to adjourn the meeting. All Ayes.

Meeting adjourned at 8:15pm.

Respectfully Submitted



Sara Ion, City Clerk/Recording Secretary

*Meeting minutes were amended on 7/21/2022. Commissioner Laine made a motion to approve the amendend meeting minutes at Page 6, Paragraph 6. Commissioner Weiseman seconded the motion. The motion passed 10 to 2: Commissioner Ahler, Betzold, Eubank, Harris, Johnson, Laine, Simula, Smith, Wiseman and Zeimet voted aye. Anderson and Sloat voted nay. Abel and Hugo absent.

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	08/22/2022

ITEM:	Second Reading of Ordinance 1678, Establishing a Single-Family Rental Moratorium		
DEPARTMENT: Community Development		BY/DATE: Mitchell Forney 7/19/2022	
<div>CITY STRATEGY:</div> <div><div><div>_ Safe Community</div><div>_ Economic Strength</div><div><u>X</u>Equity and Affordability</div><div>_ Opportunities for Play and Learning</div></div><div><div>_Diverse, Welcoming “Small-Town” Feel</div><div><u>X</u>Excellent Housing/Neighborhoods</div><div>_Strong Infrastructure/Public Services</div><div>_Engaged, Multi-Generational, Multi-Cultural Population</div></div></div>			

BACKGROUND:

During the August 8th city council meeting, the city council discussed the form and substance of Ordinance 1678, an interim ordinance, which places a moratorium on new single family home rentals. This moratorium came about to afford staff the time and space to establish a single-family rental density cap for consideration by the council. The establishment of the cap requires new processes and studies to efficiently create and regulate single family rentals.

The City Council originally began the rental density cap discussion after bringing up worries regarding single-family home conversions to rental properties. Most of all, the City Council is concerned that it has become increasingly difficult for potential home buyers wishing to purchase property in the City to identify financially attainable options. Many such options are quickly purchased by remote corporate entities or landlords and converted to rental properties. Further, the City is concerned that the overall number of rental properties in the City has increased at an unsustainable rate. In addition, the City is aware of possible shortcomings within City Code relating to provisions governing rental licenses and property maintenance and would like to be more proactive in securing compliance for the health, safety, and welfare of City residents generally.

To establish an interim ordinance, state statute requires the City to establish clear goals and a plan of action. This is presented in the sample ordinance as a set of studies that will assist the City in reaching its goals. The interim ordinance can be put in place for 12 months or until the following goals have been completed and any resulting changes to the City’s ordinances have been made. First, City staff will determine the current makeup and status of the rental housing stock within the City. Second, staff shall determine the effect and feasibility of creating a rental density cap on single family residences. Last, staff will consider whether the City has sufficient staffing and resources to enforce the rental density cap.

The establishment of the moratorium affects the receipt, processing, or approval of any new rental license for a single-family residential structure. It does not include such residences as townhomes, duplex’s, apartments, cooperatives, or condominiums. Applications for the renewal of existing rental licenses are exempt, and any complete license submitted before the enactment of the ordinance will continue with the normal process. Any application submitted and received prior to the passage of the ordinance but deemed incomplete by the City,

shall be returned to the applicant, along with the application fee, and if not resubmitted before the passage of the ordinance, no resubmission of such application shall be accepted during the moratorium.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Ordinance No. 1678, there being ample copies available to the public.

MOTION: Move to approve Ordinance No. 1678, being an interim ordinance establishing a moratorium within the city on new rental license applications for single family homes, and direct staff to send a summary of the ordinance, as presented, for publication in the legal newspaper.

ATTACHMENT(S):

1. **Ordinance 1678**
2. **Summary Ordinance 1678**

BEING AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM WITHIN THE CITY ON NEW RENTAL LICENSE APPLICATIONS FOR SINGLE FAMILY HOMES

The City of Columbia Heights does hereby ordain:

(a) Preamble

The City of Columbia Heights ("City") is concerned that it has become increasingly difficult for potential home buyers wishing to purchase property in the City to identify financially attainable options. Many such options are quickly purchased by remote corporate entities and converted to rental properties. Further, the City is concerned that the overall number of rental properties in the City has increased at an unsustainable rate. In addition, the City is aware of possible shortcomings within City Code relating to provisions governing rental licenses and property maintenance and would like to be more proactive in securing compliance for the health, safety, and welfare of City residents generally.

The City Council finds it necessary to conduct studies to: (1) determine the current makeup and status of the rental housing stock within the City; (2) determine the effect and feasibility of creating a rental density cap on single family residences; (3) consider whether the city has sufficient staffing, resources, and processes to establish and maintain a rental density cap.

Upon completion of the foregoing studies, the City will consider the options for amendments to City Code in order to maintain and increase the inventory of attainable homes available for purchase by current and prospective City residents, and deal with the unsustainable increase in properties constructed as or converted to rental housing, and whether City Code changes can address that ongoing issue.

(b) Moratorium Established; Scope

- (1) In accordance with the above and pursuant to authority granted by Minn. Stat. § 462.355, subd. 4, the City hereby establishes a moratorium on the receipt, processing, or approval of any new rental license for a single-family residential structure. It does not include such residences as townhomes, duplex's, apartments, cooperatives, or condominiums.
- (2) The moratorium shall not apply to: (a) any complete rental license application submitted to the City on or before August 22, 2022; (b) any application for renewal of an existing rental license; (c) any application already approved or in the process of approval by the City:

Any application submitted and received prior to August 22, 2022, but deemed incomplete by the City, shall be returned to the applicant, along with the application fee, and no resubmission of such application shall be accepted during the moratorium. The City may make exception for any application in individual cases in the event that extreme financial hardship as determined by the City in its sole discretion.

(c) Enforcement

Any person, corporation, or other entity found to be in violation of this Ordinance

shall be guilty of a misdemeanor. The City may enforce this Ordinance by mandamus, injunction, or other appropriate criminal or civil remedy in any court of competent jurisdiction.

(d) Term

Unless earlier rescinded by action of the City Council, the moratorium established by this Ordinance shall remain in full force and effect for 12 months after its effective date. The moratorium may be extended as provided in Minn. Stat. §462.355, subd. 4(d).

(e) Effective Date

This ordinance shall be in full force and effect from and after the date of its passage.

First Reading:

Offered by:

Seconded by:

Roll Call:

Second Reading:

Offered by:

Seconded by:

Roll Call:

Date of Passage:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

SUMMARY OF ORDINANCE NO. 1678**BEING AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM WITHIN THE CITY ON NEW
RENTAL LICENSE APPLICATIONS FOR SINGLE FAMILY HOMES**

The City Council for the City of Columbia Heights, Minnesota adopted Ordinance No. 1678 on August 22, 2022.

The purpose of this ordinance is to establish, upon passage, a moratorium on the receipt, processing, or approval of any new rental license for a single-family residential structure. As an Interim ordinance this ordinance will be in effect for 12 months after its passage dated August 22, 2022 and can only be extended with further action by the city council described in state statute section 462.355. This ordinance does not apply to: (a) any complete rental license application submitted to the City on or before August 22, 2022; (b) any application for the renewal of an existing rental license; (c) any application already approved or in the process of approval by the City.

This is a summary of Ordinance No. 1678. A copy of the entire text of the Ordinance is available for public inspection during regular office hours at City Hall, by standard or electronic mail, or at www.columbiaheightsmn.gov.

Attest:

Amáda Márquez Simula, Mayor

Sara Ion, City Clerk/Council Secretary

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	08/22/2022

ITEM:	Second Reading of Ordinance 1679, Establishing a Moratorium on the Production and Sale of Edible Cannabinoid Products Containing Tetrahydrocannabinol (THC)		
DEPARTMENT:	Community Development		BY/DATE: Mitchell Forney 08/03/2022
CITY STRATEGY:	<div> <div> <input checked="" type="checkbox"/> Safe Community <input type="checkbox"/> Economic Strength <input type="checkbox"/> Equity and Affordability <input type="checkbox"/> Opportunities for Play and Learning </div> <div> <input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel <input type="checkbox"/> Excellent Housing/Neighborhoods <input type="checkbox"/> Strong Infrastructure/Public Services <input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population </div> </div>		

BACKGROUND:

At the August 8th City Council Meeting Community Development staff brought forth, for discussion, ordinance 1679. The city Council discussed the ordinance and heard testimony from several local stake holders. Ordinance 1679 is an Interim Ordinance that would place a moratorium on the production and sale of edible cannabinoid products containing Tetrahydrocannabinol (THC). Community development staff has brought forth the official ordinance for the council’s consideration.

The official ordinance 1679 is slightly different than the draft ordinance presented at the August 1st work session. The official ordinance changes the language defining the prohibited products from: “hemp derived tetrahydrocannabinol (THC) food and beverages” to: “edible cannabinoid products containing Tetrahydrocannabinol (THC)”. This was altered due to the States amendment in 2022, (Chapter 98, Article 13 section 1) which declares that edible cannabinoids are not considered food. By altering the definition, the City ensures all edible cannabinoid products containing THC are affected.

As stated previously, towards the end of the 2022 legislative session the State of Minnesota passed a law amending state statute which legalized the sale of edible cannabinoids, derived from hemp, to people ages 21 and older. On July 1, 2022, this law came into effect leaving many local and state government agencies scrambling due to the lack of state regulation and oversight.

Regulation and enforcement of the new law falls on the Minnesota Board of Pharmacy. It is important to note that the regulations established in state law are not proactively enforced. Packaging and laboratory reports are not required to be submitted to the board but are only required if the Board of Pharmacy requests them. The Minnesota Board of Pharmacy is not proactively requesting them but will review the testing if it receives a complaint. Due to the ambiguous nature of the Statute, there are a lot of questions at all levels regarding the ongoing enforcement of the new regulations.

As of the councils work session, four cities had enacted emergency or interim ordinances placing moratoriums on the sale and production of edible cannabinoids. As of the August 8th council meeting, West St. Paul, Roseville, Maple Grove, and Edina had all begun the ordinance process of establishing a moratorium.

As part of the discussion of how the city should respond to the new state law, staff have created a moratorium similar to those recently adopted by other cities. With or without a Moratorium there are quite a few questions the city will face in regard to the production and sale of edible cannabinoid products containing THC.

Attached is ordinance 1679. This ordinance would establish a moratorium on the expansion of sales and manufacturing of edible cannabinoid products containing THC. State Statute 462.355 regulates the application and use of interim ordinances by the City. To ensure compliance with 462.355 the draft ordinance clearly outlines the goals and purpose for the prohibition of edible cannabinoid products containing THC. As stated in the preamble the purpose of the moratorium is to limit the expansion of these sales until the city can study, discuss, and craft a response to the new law. A well-rounded response will include changes to the code of ordinances in the form of zoning, licensing, enforcement, and other related processes and procedures. Under draft Ordinance 1679, businesses that are selling or producing edible cannabinoid products containing THC, prior to the establishment of the moratorium, will still be allowed to do so during the moratorium. This draft ordinance does nothing to effect legal, medicinal CBD operations.

Staff recommend moving forward with the establishment of a temporary moratorium on the discussed items. As shown in the compilation of questions, there are a lot of unknowns that need to be addressed by the city. Establishing a moratorium will also afford the city the opportunity to work with the League of MN Cities in clarifying the City's role.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Ordinance No. 1679, there being ample copies available to the public.

MOTION: Move to approve Ordinance No. 1679, being an interim ordinance establishing a moratorium on the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC), and direct staff to send a summary of the ordinance, as presented, for publication in the legal newspaper.

ATTACHMENT(S):

1. **Ordinance 1679**
2. **Summary Ordinance 1679**

BEING AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON THE PRODUCTION AND SALE OF EDIBLE CANNABINOID PRODUCTS CONTAINING TETRAHYDROCANNABINOL (THC) WITHIN THE CITY OF COLUMBIA HEIGHTS

The City of Columbia Heights does hereby ordain:

(a) Preamble

The City of Columbia Heights ("City") recognizes the significant public interest in new amendments to chapter 151 and 152 of Minnesota State Statute. These laws took effect July 1, 2022 and make it legal to sell edible products that contain certain amounts of hemp derived tetrahydrocannabinol (THC). Further, the application of the new law has demonstrated a clear shortcoming of behalf of the City and the City's code. For example, the City's code of ordinances lacks any regulations in the form of, zoning, sales, testing, manufacturing, and distribution of THC containing products. Specifically, regulations similar to those on other products such as alcohol or tobacco. The City is concerned that without a temporary moratorium, new businesses and uses will expand significantly prior to the establishment of necessary safety regulations and procedures.

Overall, the City Council finds it necessary to conduct an in-depth study of and effectuate changes to, the City's Code of Ordinances. Changes that would regulate, enforce, and or license the sales, testing, manufacturing, and distribution of edible cannabinoid products containing THC.

Upon completion of the foregoing study and the resulting changes that will be established, the City will revoke the interim ordinance and enforce the newly adopted regulations and procedures.

(b) Moratorium Established; Scope

- (1) In accordance with the above and pursuant to the authority granted by Minn. Stat. § 462.355, the City hereby establishes a moratorium on the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC) within the City of Columbia Heights.
- (2) During the effective period of this interim ordinance, the City of Columbia Heights will prohibit the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC) pending the completion of the above referenced study and the adoption of appropriate official controls.
- (3) The moratorium shall not apply to preexisting businesses selling or producing edible cannabinoid products containing tetrahydrocannabinol (THC) before the effective date of this ordinance.

(c) Enforcement

Any person, corporation, or other entity found to be in violation of this Ordinance shall be guilty of a misdemeanor. The City may enforce this Ordinance by mandamus, injunction, or other appropriate criminal or civil remedy in any court of competent jurisdiction.

(d) Term

Unless earlier rescinded by action of the City Council, the moratorium established by this Ordinance shall remain in full force and effect for 12 months after its effective date. The moratorium may be extended as provided in Minn. Stat. §462.355, subd. 4(d).

(e) Effective Date

This ordinance shall be in full force and effect from and after the date of its passage.

First Reading:

Offered by:

Seconded by:

Roll Call:

Second Reading:

Offered by:

Seconded by:

Roll Call:

Date of Passage:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

SUMMARY OF ORDINANCE NO. 1679**BEING AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON THE PRODUCTION AND SALE OF EDIBLE CANNABINOID PRODUCTS CONTAINING TETRAHYDROCANNABINOL (THC) WITHIN THE CITY OF COLUMBIA HEIGHTS**

The City Council for the City of Columbia Heights, Minnesota adopted Ordinance No. 1679 on August 22, 2022.

The purpose of this ordinance is to establish, upon passage, a moratorium on the production and sale of edible cannabinoid products containing tetrahydrocannabinol (THC) within the city of Columbia Heights. As an Interim ordinance this ordinance prohibits the described actions for 12 months after its passage dated August 22, 2022 and can only be extended with further action by the city council described in state statute section 462.355. This ordinance does not apply to preexisting businesses selling or producing these products prior to the passage date. These businesses will be allowed to continue to operation as they were before the law went into effect August 22, 2022.

This is a summary of Ordinance No. 1679. A copy of the entire text of the Ordinance is available for public inspection during regular office hours at City Hall, by standard or electronic mail, or at www.columbiaheightsmn.gov.

Attest:

Amáda Márquez Simula, Mayor

Sara Ion, City Clerk/Council Secretary

AGENDA SECTION	CONSENT
MEETING DATE	AUGUST 22, 2022

ITEM:	Second Reading of Zoning Ordinance 1680 (Map Amendment) Rezoning of Property										
DEPARTMENT: Community Development		BY/DATE: Aaron Chirpich – 8/16/22									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i></p> <table> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input checked="" type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel	<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel										
<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods										
<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

BACKGROUND:

The City of Columbia Heights has initiated the rezoning of its three municipal liquor store sites from GB, General Business to PO, Public and Open Space.

Specifically, the rezoning of the following properties is proposed:

Top Valu Liquor Store #1 located at 4950 Central Avenue NE

Top Valu Liquor Store #2 located at 2107 37th Avenue NE

Top Valu Liquor Store #3 located at 5225 & 5233 University Avenue NE

The intent of the rezoning request is to apply zoning designations to the three liquor store sites which reflect their ongoing “public use.” The PO District specifically references “publicly owned and operated facilities” as a permitted use. To be noted is that the City’s parks, and other municipal building sites (including City Hall, Murzyn Hall, the Library, and Public Works building) were similarly rezoned to PO, Public Open Space in 2008. On August 8, 2022, the City Council approved the attached Ordinance on first consideration and set the second reading for August 22, 2022.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 1680, on second consideration.

RECOMMENDED MOTION(S):
<p>MOTION: Move to waive the reading of Ordinance No. 1680, there being ample copies available to the public.</p> <p>MOTION: Move to approve Ordinance No. 1680, being a zoning ordinance (map) amendment pertaining to the rezoning of the City’s municipal liquor store sites from GB, General Business to PO, Public and Open</p>

Space, and direct staff to send the summary ordinance as presented to the City's legal newspaper for publication.

ATTACHMENT(S):

- **Ordinance No. 1680**
- **Summary Ordinance**

ORDINANCE NO. 1680**A ZONING ORDINANCE (MAP) AMENDMENT PERTAINING TO THE
REZONING OF THE CITY'S MUNICIPAL LIQUOR STORE SITES FROM
GB, GENERAL BUSINESS TO PO, PUBLIC AND OPEN SPACE****SECTION 1**

Whereas, the City of Columbia Heights has initiated the rezoning of its three municipal liquor store sites from GB, General Business to PO, Public and Open Space; and

Whereas, the rezoning pertains the following described parcels:

Top Valu Liquor Store #1

4950 Central Avenue NE (PID 26-30-24-14-0143)

Legal description available at City Hall

Top Valu Liquor Store #2

2105 37th Avenue NE (PID's 36-30-24-44-0025 & 36-30-24-44-0026)

Legal description available at City Hall

Top Valu Liquor Store #3

5225 University Avenue NE and 5233 University Avenue NE

(PID's 26-30-24-21-0093 & 26-30-24-21-0094)

Legal description available at City Hall; and

Whereas, the City of Columbia Heights recognizes that the PO, Public and Open Space zoning district allows for "publicly owned and operated facilities" which includes the City's three municipal liquor store sites; and

Whereas, the City of Columbia Heights recent practice is to include publicly owned parcels in the PO, Public and Open Space zoning district; and

Whereas, the rezoning of the subject parcels is consistent with the City's 2040 Comprehensive Plan and is in the public interest (and not solely for the benefit of a single property owner); and

Whereas, the City of Columbia Heights recognizes that, unlike the GB, General Business District, the PO, Public and Open Space District allows dynamic LED signs to be located upon existing pylon signs; and

Whereas, the Planning Commission held a public hearing as required by the City Zoning Code on August 3, 2022, and reviewed the rezoning request; and

Whereas, the Planning Commission recommends that the City Council approve the rezoning of the previously described municipal liquor store parcels from GB, General Business to PO, Public and Open Space.

THEREFORE, BE IT FURTHER RESOLVED that the City Council agrees with the recommendation of the Planning Commission and hereby approves the rezoning of the previously described municipal liquor store parcels from GB, General Business to PO, Public and Open Space.

SECTION 2

This Ordinance shall be in full force and effect from and after 30 days after its passage.

First Reading:
Second Reading:
Date of Passage:

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Sara Ion, City Clerk

SUMMARY OF ORDINANCE NO. 1680**A ZONING ORDINANCE (MAP) AMENDMENT PERTAINING TO THE
REZONING OF THE CITY'S MUNICIPAL LIQUOR STORE SITES FROM
GB, GENERAL BUSINESS TO PO, PUBLIC AND OPEN SPACE**

The City Council for the City of Columbia Heights, Minnesota adopted Ordinance No. 1680 on August 22, 2022.

The purpose of this ordinance is to apply zoning designations to the City's three liquor store sites which reflect their ongoing "public use." The PO District specifically references "publicly owned and operated facilities" as a permitted use.

This is a summary of Ordinance No. 1680. A copy of the entire text of the Ordinance is available for public inspection during regular office hours at City Hall, by standard or electronic mail, or at www.columbiaheightsmn.gov.

Attest:

Amáda Márquez Simula, Mayor

Sara Ion, City Clerk/Council Secretary

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	08/22/2022

ITEM:	Approval of TK Elevator's Bid to Complete the Elevator Modernization at the 4025 Van Buren Municipal Parking Ramp.		
DEPARTMENT: Community Development		BY/DATE: Mitchell Forney 08/17/2022	
CITY STRATEGY:			
<input checked="" type="checkbox"/> Safe Community		<input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel	
<input type="checkbox"/> Economic Strength		<input type="checkbox"/> Excellent Housing/Neighborhoods	
<input type="checkbox"/> Equity and Affordability		<input type="checkbox"/> Strong Infrastructure/Public Services	
<input type="checkbox"/> Opportunities for Play and Learning		<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND:

This discussion is regarding the elevator located in the parking ramp at 4025 Vanburen Street NE. In 2020, the elevator stopped working and needed extensive repairs. The City's elevator contractor at the time, Schindler, worked to repair the elevator but could not find the parts that needed to be replaced. The elevator at the parking ramp is outdated and the parts needed are no longer being made. After about a month, Schindler found a similar elevator that was being taken out of commission and was able to get the parts from that project. Schindler noted that going forward it would be very unlikely to find any replacement parts and that the best avenue forward was to complete an elevator modernization. The elevator has not broken down since, but the project is necessary before any other issues emerge. Community development staff reached out to three separate contractors to complete the work. The Bids that were received are summarized in the table below. This project will be funded from fund 420, the Van Buren Ramp Capital Improvement fund. Both Fairview and the City contributed funds to the capital improvement fund for projects such as these.

TK Elevator	\$144,339.00
Schindler	\$148,254.00
MEI Total Elevator Solutions	\$156,297.46

The elevator modernization includes all new electronics and drive system with interior and exterior upgrades to the cab. The new equipment will take a while to be manufactured but the installation of the new elevator equipment can be done during the winter. Staff expect for the project to be completed sometime during the winter of 2022-2023.

RECOMMENDED MOTION(S):

MOTION: Move to accept the proposal from TK Elevator, in the amount of \$144,339, for the modernization of the elevator equipment in the municipal parking ramp located at 4025 Van Buren St; and furthermore, to authorize the City Manager to enter into an agreement for the same.

ATTACHMENT(S):

1. TK Elevator Bid
2. Schindler Elevator Bid
3. MEI Elevator Bid

Modernization Proposal



August 16, 2022

Purchaser: City of Columbia Heights
Address: 590 40th Ave NE
Columbia Heights, MN 55421

Location: Columbia Heights Parking
Address: 4025 Van Buren NE
Columbia Heights, MN 55421

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Columbia Heights Parking (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **\$144,339.00** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply change issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2023.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Mark Rander
Modernization Sales
mark.rander@tkelevator.com
+1 612 3022006

Modernization Proposal



SCOPE OF WORK

Grouping Name: Car 1

Equipment Type: Hydraulic

Speed: 125 fpm

3 Stops (3 Front /0 Rear)

Capacity: 2500 lbs.

Units Included

Building	Nickname	OEM Serial #	TKE Serial #	Legal ID
Columbia Heights Parking	Car 1	E89569	US65674	ELV 17340

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
- eMax Monitoring Device Provisions
- Battery Lowering in Controller
- Solid State Starters

Power Unit

- EP-150 Power Unit
- Biodegradable oil

Jack

- Pipe Stands

Car

- 21" Toe guard
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring

Hoistway

- Selector and magnets
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.
- Security Camera traveling cable for installation of owner supplied camera

Pit

- Pit Stop Switch

Modernization Proposal



Cab

- Car Door
- Cab Flooring - Nora Grano rubber flooring
- Fab-A-Cab Cypress Interior to include horizontal wall panels, T-frame ceiling with #4 Finish or black frame and #4 finish stainless-steel drop-in panels with Man-D-Tec SOLOBEAM Premium LEDs and 2" Flat "TrueBar" handrails with returned ends

Door Equipment

- Interlock / Pick up Assemblies
- LD-16 Plus Door Operator
 - Tracks & Hangers, Clutch, Car Door Lock, & Car Top Inspection station
- Micro Light Door Reversal Device
- Hoistway Door Escutcheons
- Astragals
- Hoistway Hanger Rollers
- Gibs

Car Fixtures

- Column type Main Car Station Includes Options Below
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
- Emergency Light mounted in COP
- Fire Service Phase II Features
- Position Indicator
- ADA Phone System integral with COP
- Locked Service Cabinet
- Certificate Window
- #4 Stainless Steel
- Emergency Light Test Button
- Car Riding Lantern

Hall Fixtures

- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Jamb Braille
- Car Identification Plate
- Hoistway Access Switch
- Hall Stations
- Elevator Communications Failure Monitoring Feature
- Intermediate Hall Stations (Flush Mounted) (#4 S/S (441))

Modernization Proposal



The following items will be completed by third party labor or suppliers through the coordination of TK Elevator:

Machine Room:

Provide required Elevator Equipment Room Signage

Provide Fire Extinguisher

Remove Existing non-compliant machine room HVAC and patch holes

Provide and install new machine room HVAC

Pan Sump Drain line that runs through Machine Room *No changes to existing drain line in machine room expected or included

Pipe and wire new controller from existing disconnect with true earth ground

Provide necessary lighting, switch and GFCI in Machine room

Provide phone pipe to controller. Dedicated phone line to machine room by others.

Wire car lights

Provide necessary fire alarm equipment for automatic recall and connect to new elevator controller

Hoistway/Pit

Patch holes or voids in hoist way walls/ceiling created by new elevator equipment.

Provide and install GFCI outlet in pit.

Provide and install hoist way lighting in pit to achieve 10 FC at pit floor.

Provide switch for lighting.

Provide and install steel sump cover over sump hole. No water remediation work included in this proposal.

Lobbies

Add smoke sensors to each lobby for elevator recall and connect to new standalone Fire Alarm Control Panel Program and test Fire Alarm Control Panel, * Fire Alarm plan is subject to the approval by the Fire Marshall.

Standard color, surface mount wire mold if required.

Fixture patching included for fire rating. No finishes included

Modernization Proposal



1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	8 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 6 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

Modernization Proposal



The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$144,339.00
Initial progress payment:	(50%)	\$72,169.50
Material furnished:	(25%)	\$36,084.75
Total of remaining progress payments:	(25%)	\$36,084.75

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair,

Modernization Proposal



replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or

2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring through the equipment's communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or

3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment ("excluded work").

b. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.

c. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.

d. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2) and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.

Unit Designations	# of Months after Final Acceptance
Car 1	12

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

1. Purchaser shall provide the following:

Modernization Proposal



- a. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

- 1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device;

C. Miscellaneous:

- 1. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10)

Modernization Proposal



Item 9.

business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.

g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.

h. Access for this project shall be free and clear of any obstructions. ~~A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.~~

i. ~~Purchaser shall provide an on-site dumpster.~~ TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.

j. ~~The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled.~~ TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

Modernization Proposal



- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.

Modernization Proposal



g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

Modernization Proposal



- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser

Modernization Proposal



recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Forty-Four Thousand Three Hundred Thirty-Nine Dollars (\$144,339.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Columbia Heights Parking (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Mitchell Forney	(Signature of Branch Representative) Jeff Boomer Branch Manager
_____ (Print or Type Name)	
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)



Schindler Modernization Proposal

Taking our relationship to the top



Schindler

Modernization

Columbia Heights Parking Ramp
4000 Central Ave Ne

Columbia Heights, MN 55421

RE: Elevator Modernization Proposal
Columbia Heights Parking Ramp
Columbia Heights, MN 55421
Proposal KHIL-BUNL2G

Dear Mitch,

Schindler Elevator Corporation is very grateful for the opportunity to provide you with our proposal to modernize the elevator system at Columbia Heights Parking Ramp. Schindler is an industry leader in vertical transportation systems with 140 years of experience and over 60,000 employees globally. As our customer, you can be certain the new elevator system will incorporate state of the art technology with the support and expertise to ensure reliable and safe operation for the life of your elevator equipment.

Schindler is proud to be the worldwide leader in escalators and the second largest installer of elevators globally. We move over one billion people per day on Schindler elevators and escalators. We are proposing Schindler's Elevator system for your property. This system's benefits are detailed in the following proposal.

Safety is the top priority for Schindler in everything we do. You can be assured Schindler provides products that meet the most stringent safety requirements in the industry. Our employee and public safety programs are of utmost importance and are non-negotiable items for each and every Schindler employee.

Our sustainability over the past 140 years is a result of our commitment to customer service, innovation and service excellence. Schindler Ahead, our predictive analytics platform, which is now available with each Schindler controller, is our continued commitment to leadership in innovation and customer service.

We thank you, again, for this opportunity and we look forward to discussing our proposal with you at your earliest convenience. You can reach me on my phone at .

Best regards,

Ian Skarja
Schindler Elevator Corporation
895 Blue Gentian Road
Suite 12
Eagan, MN 55121-1568



Schindler



Schindler Elevator Corporation

A partnership which takes you to the top

Leadership through service

Schindler's company vision, "leadership through service," serves as our guiding principle throughout each customer relationship. To achieve that vision, employees throughout our organization put these values into practice every day:

- As a premier total service company, we at Schindler live values that provide our customers with outstanding service as well as world class products.
- We are passionate service providers to both our internal and external customers.
- Every business process is designed to best serve our customers.

Throughout our history, Schindler has strived to demonstrate these values on every project. We now look forward to continuing our partnership with our modernization package offer. We are committed to providing you with industry leading products with an option for a payment plan over time* that builds from our long-term commitment to you as our customer.

The Schindler management and engineering team has developed this project plan to provide you with an overview of our approach to make your property a successful project.

* Subject to proper credit approval.





The Challenge of Obsolescence

Obsolescence Challenges

All mechanical and electrical components wear with use over time. For this reason, we only see automobiles over 25 years old in the classic car grouping. The computer age brought us great advancements which have accelerated rapidly over the past 10 years pushing many older computer technologies to the side. In similar fashion, elevators over 25 years old face these same challenges. The above noted mechanical and electrical systems over 25 years old pose many of the following issues:

- Reliability Challenges
- Higher maintenance costs
- Limited or rebuilt only parts availability
- Higher potential liability exposure
- Higher operating costs

Schindler's Unique Offer

Schindler values our relationships with all our customers and works to provide creative solutions to our customers which benefit both the customer and Schindler. Our traction elevator modernization package offer is one such unique opportunity for Schindler to partner with you, our customer. We understand the cost of an elevator modernization along with the other building cost upgrades required with a modernization can be a serious burden on a property

- 60- or 72-month payment options for those with approved credit.
- Schindler TX package provides an industry leading control and drive system, greatly improved energy efficiency, reliability and ride quality.



What does this all mean?

Hydro Package will provide:

Enhanced performance and reliability

Ensures a higher level of passenger satisfaction with a smoother riding experience

Greater sustainability and efficiency

Delivers cutting-edge technologies to significantly reduce energy consumption and costs

Improved safety and code compliance

Employs the latest equipment designs with advanced safety features.

Improved performance and reliability

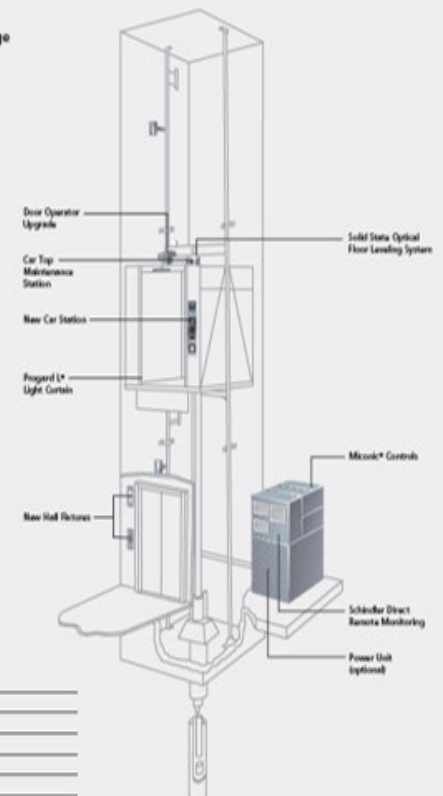
Enhance your elevator's performance, reliability and safety beyond its original specifications with a complete Schindler HXpress hydraulic modernization.

Schindler HXpress Standard Package

- Schindler Miconic® controller
- Door operator
- Interlocks, closers and assembly
- Hall fixtures and car station
- Hoistway and machine room wiring
- Soft Start line starter
- Progard® L light curtains
- Car top maintenance station
- Floor leveling system
- Battery lowering unit
- Safety components
- Schindler Direct remote monitoring

Available options

- Submersible power unit with hush kit noise suppressor
- Oil cooler
- Tank heater
- Card reader provisions
- Emergency power



Application range

Speed	Up to 150 fpm
Capacity	2000 lb. - 5000 lb.
Stops	2 - 6 (8 openings max.)
Power unit	Up to 50 hp
Group size	4 car maximum

Schindler Advantage

Safety & Reliability

- Leveling accuracy within 1/8 inch of floor landing.
- Speed and unintended movement detection inhibiting the elevator motion when out of code allowable limits.
- Closed loop door controls ensuring safe and smooth door operation within code limits.

Control & Drive

- Market leader hydraulic package in North America for over 15 years. Parts support and technical expertise can be assured for many years into the future.
- Soft Start Kit reduces power surge and power consumption. Hush Kit reduces sound level from power unit.

Fixtures

- Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

Door Operation

- Minimal moving parts mean higher reliability and less maintenance.
- No lubrication means less problems due to dust and lint accumulation.
- Less moving parts and closed loop feedback equal smoother and quieter performance.
- Robust motor design means our system will perform to standards under all door conditions.

Schindler Ahead

- All units equipped with Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Action Board mobile reporting for the customer.
- Digital Alarm available to replace more expensive 24-hour emergency monitoring services.

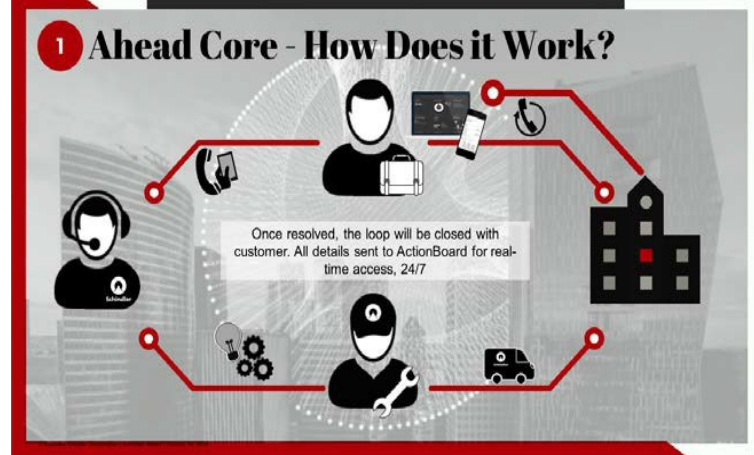
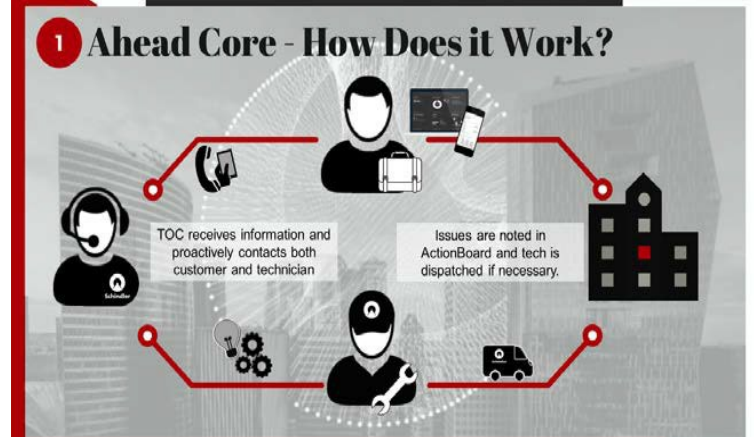
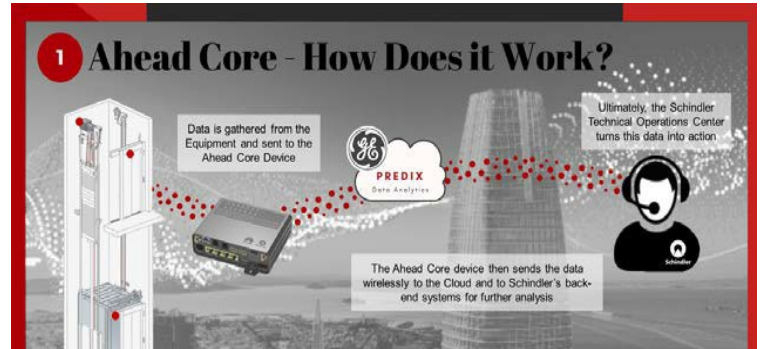


The Internet of Elevators & Escalators

CONNECTING THE DOTS.

Imagine a platform where all involved parties are connected and necessary information is shared in real-time. Schindler Ahead connects equipment, customers, passengers with Schindler Contact Centers and technicians via its digital closed-loop platform.

Schindler Ahead is included as part of your modernization package. See Terms and Conditions within this proposal for details.





Schindler

service and maintenance

Global resources, local service

Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry's highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler's equipment is maintained through every stage of an elevator's life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler's Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.



Safety program

Our first priority

Overview of the Field Safety Program

Schindler's Field Safety Program has been developed to provide our customers with the necessary information regarding our efforts to reduce accidents and maintain compliance with applicable safety regulations.

The goals of Schindler's Field Safety Program are to reduce the incidence of workplace injuries and illnesses and maintain compliance with all applicable safety regulations. These goals are carried out through established company safety procedures and employee training. We continuously monitor the success of the Field Safety Program by tracking accident reduction efforts, workers' compensation accident costs, number of accidents, near miss analysis and employee training.

Schindler maintains safety procedures/programs designed to ensure the success of the Field Safety Program. The following elements are included:

- ✂ Guidelines for safe work practices
- ✂ Accident reporting and investigation procedures
- ✂ OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Electrical)
- ✂ Schindler Elevator Corporation safety training programs
- ✂ Employee disciplinary procedures
- ✂ Substance abuse testing guidelines
- ✂ Subcontractor safety and insurance requirements
- ✂ Emergency and first aid procedures
- ✂ New employee safety orientation
- ✂ Fire protection measures
- ✂ Personal Protective Equipment (PPE) requirements
- ✂ Proper mechanical and manual materials handling
- ✂ Fleet safety policies and training
- ✂ Guidelines for working in buildings where asbestos may be present
- ✂ Schindler maintains written programs for Hazard Communication, Fall Protection, Confined Space, Lockout/Tagout, Respiratory Protection and Scaffolding and other OSHA-required training programs.

Safety training

Schindler maintains an on-going safety training program for all field employees to ensure that all have been trained in the safe execution of their work assignments. This training includes the following:

- ✂ Safe work practices
- ✂ Recognition and abatement of unsafe conditions
- ✂ How to prevent common causes of accidents (i.e., back injuries)
- ✂ Hazard Communication/handling of hazardous materials
- ✂ Control of electrical hazards
- ✂ Proper materials storage and handling

In addition to training received directly from Schindler, all field employees are provided training on safe work practices educational program (National Elevator Industry Education program).

Project Scope – Bank A

Number of Units	1	Capacity	2500
Type	HX	Speed	125
Unit Numbers	01	# of stops	3
Jack Type	Borehole	# of openings	3 Front 0 Rear

	Description of Work	Type	Option
	Machine Room		
1	Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)	HX Controller + Power Unit	New
5	Schindler Ahead		New
19	Battery Lowering		New
22	Oil Feed Line Shut Off		New
	Oil Line		Reuse
28	Machine Room Wiring		New
	Door Operator		
31	Door Operator: Front	GAL MOVFE - 1SCO	New
33	Clutch: Front		New
35	Door Restrictors		New
36	Door Gibs		New
37	Door Fire Tabs		New
38	Electronic Door Detector: Front	Cedes Minimax 159 Light Curtain	New
	Hoistway Door Equipment		
41	Door Tracks		Reuse
42	Door Hangers		Reuse
43	Pickup Assemblies	GAL - 1SSO / 2SSO	New
44	Spirators		New
46	Door Interlocks	GAL - 1SSO / 2SSO	New
	Car and Hall Fixtures		
61	Code Compliant Main COP	Dover Impulse (includes Wiring COP kit)	New
63	Car PI	QPAC - In COP	New
64	Car Lantern	QPAC - Car Lantern	New
66	Hall Position Indication	QPAC - Stand-alone 1 st floor	New
67	Access Switch	QPAC - Top & Bottom Jamb	New
69	Hall Pushbutton Station	QPAC - Flush	New
71	Fixture Finish	#4 Stainless Steel	New
	Car and Hoistway		
90	Hoistway Wiring	Traveling Cable + Hoistway Wiring	New
92	Car Top Inspection Station and Work Light	HX	New
93	Car top railing	Front Opening	New
94	Cab fan		New
96	Car Door: Front		Reuse
103	Car guides		Reuse
108	Spring Buffers		Reuse
110	Car Rails		Reuse
120	Cab wall panels	\$15,000 PER CAB	Allowance
130	Jack Assembly		Reuse
136	Packing		Reuse
	All other systems and components not noted above will be reused and integrated into the new elevator system.		

Cab Interiors Scope – Bank: A

Description of Work	Included in Proposal
Cab Interior	
Cab Returns	Reuse
Wall Panels	Allowance
Front Car Door	Allowance
Handrails	Allowance
Front Car Sill	Reuse
Fan	New
Emergency Exit Switch	New

SCHINDLER AHEAD

Your Schindler Modernization package comes enabled with Schindler Ahead. The **Schindler Ahead Hardware** provides remote connectivity to your equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls.

Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of your service agreement, Schindler includes the Enhanced Package upon completion and turnover of the last unit with details as noted herein. This cost is broken out as part of the total monthly maintenance cost of your service agreement.

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes the features of Connect, plus access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Enhanced Package and Premium include access to **Schindler ActionBoard and ActionBoard Mobile**, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add **Digital Alarm**, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.

Work by Others (See attachment A for work included)

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

Hoistway

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

Machine Room

1. Enclose/relocate all non-elevator oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect per code requirements.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor's drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
12. Interfacing to and updating the existing fire life safety systems to meet current code requirements.
13. A separate 20 amp circuit will be provided if tank heater is provided with the elevator.

General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
4. A 20-amp, single phase, 110VAC, dedicated circuit with a duplex receptacle for the oil heater unit.
5. FOR EMERGENCY POWER OPERATION OF ELEVATOR(S): (when required)
 - A. Provide an emergency generator that has the same voltage characteristics as the normal power supply. It should also have the capacity to deliver sufficient power to the main line disconnect switches in the elevator machine room for operating the specified number of elevators used during an emergency at full speed and full load.
 - B. Provide an automatic transfer switch, or switches, for transferring power from normal to emergency power and back again.
6. EMERGENCY POWER OPERATION SIGNAL - The following separate indicating signals will be required from the automatic transfer switch to the machine room communication unit for each group of elevators.
 - A. One dry contact to close on emergency power and open on normal power. Provide two #12 AWG wires.
 - B. Provide one normally open dry contact (pre-transfer) to close 30 to 60 seconds prior to transfer to emergency power or back to normal power. This contact should reopen immediately after actual transfer of power. This is to prevent transfer of power while an elevator is moving, which can occur during the return to normal power or on an operating test. Provide two #12 AWG wires.

Note: When operating elevators on emergency power, a means of absorbing the regenerative energy may be necessary and shall be provide by others.

It is required that the car light, the fan circuits, ascending car protection circuit and the intercom circuit (if supplied), be set to operate from the emergency power supply in accordance with the building code.

7. The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NEC 110.10). Contractor to include a label (please see figure 2- Available Fault Current Label Example) that identifies the Max Available Fault Current onto Disconnect.
- A. See Note 1 of Figure 2, Available Fault Current Labelling Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the available fault current meets requirements.
- B. Per NEC 110.24, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. ****See note 3 of AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM.**

From Building Electrical Distribution Panel

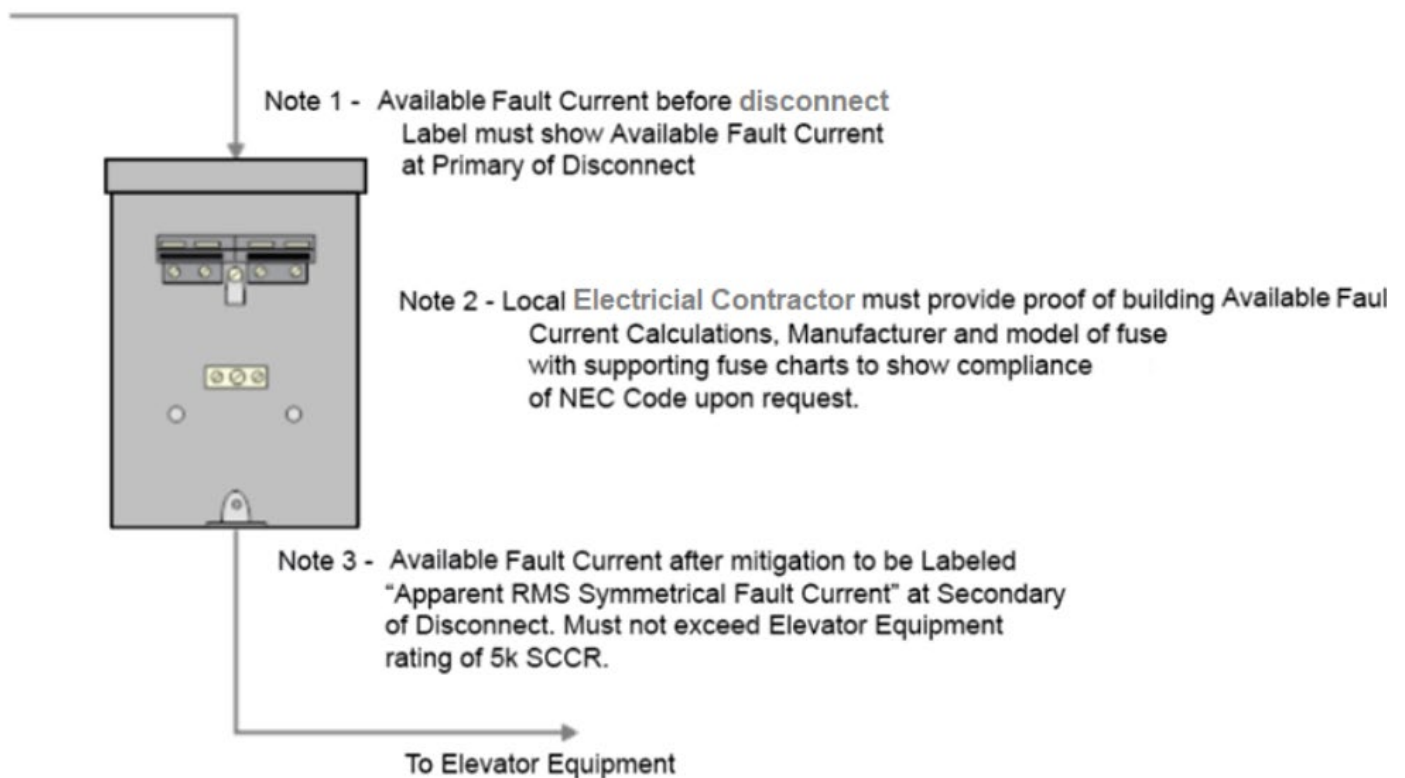


FIGURE 1: AVAILABLE FAULT CURRENT RATING LABELLING DIAGRAM

Price and Payment Terms

1. Our price for the work proposed is as noted below including appropriate tax and will be added to the invoice/billings. This price is firm for 90 days, and thereafter subject to change without notice.

**Total Price not including applicable taxes: \$148,254.00 or,
Payment over 60 equal monthly payments: \$2,865.75***

You agree to the following payment schedule for the lump sum option:

- Initial Invoice: 50% of the price quoted above upon execution of this Contract;
- Progress Invoice: 95% of the remaining balance to be paid in one installment upon fabrication of material;
- Final Invoice: Final payment within 30 days of completion of the work.

All invoices, including final invoice are payable within 30 days of application.

Any late or overdue payments will bear interest at the rate of 1 ½% per month. Attorneys' fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial invoice is paid. We will not schedule on-site work until the above progress invoice is paid. We will not turn over equipment prior to receipt of 95% of the price for the work inclusive of change notices.

- *2. Schindler understands the costs for capital improvement can put a strain on a property's budget. Schindler has partnered with leading Finance organizations in an effort to help our clients sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization's representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately. *Monthly finance payment is an approximation and will be finalized following the credit check and contract.

Your sales representative, Ian Skarja, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.

3. Our price for the cab interiors which is included in the above price is \$15,000.00 (total for the job).

General Terms and Conditions

1. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.
2. The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.
3. The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.
6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.

- 8A. It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.

Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, epidemics, pandemics, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

- 8B. Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.
- 8C. We reserve the right to modify price and schedule without penalty due to material or component shortages.
- 8D. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.
9. Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
10. We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.

11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.

If completion of our work is delayed beyond our control and the following date: 12-31-2022_____, our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

12. Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.
13. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/equipment only), modems, source/access/object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which will deactivate and remove if the Agreement is terminated.
14. Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

15. You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.

In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate

In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.

Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.

If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.

16. We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.
17. Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
18. In the event of any change to the applicable code, after the date of this proposal that may affect this installation, you agree to pay Schindler any additional costs and provide the necessary extension of time to comply with the code change.

Schindler Elevator Corporation

By: **Ian Skarja**

(Signature)

Accepted: _____
(Full legal name of Purchaser)

By: _____
(Signature) (Title)

Date: _____

▽ Principal or Owner

▽ Agent for Principal or Owner: _____
(Name of Principal or Owner)

Approved: **Schindler Elevator Corporation**

By:

(Signature)

Date: _____

Financing Credit Application**APPLICANT INFORMATION:**

Business Name			Contact	
Street Address		City	State	Zip
Phone	Years in Business	Nature of Business		
___ Own Business Property		___ Rent Business Property (Landlord, Phone #)		
___ Proprietorship ___ Partnership ___ Corporation ___ Limited Liability Corp.				

INFORMATION ON PRINCIPAL(S):

Name	Title	SS#		
Street Address		City	State	Zip
Name	Title	SS#		
Street Address		City	State	Zip

BANK REFERENCE:

Name of Bank	Contact & Phone #	Acct #
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TRADE REFERENCE(S):

Supplier	City/State	Phone #	Contact / Acct #
Supplier	City/State	Phone #	Contact / Acct #

AUTHORIZATION: By submitting or signing and faxing the above application, you certify that the information provided in this credit application is accurate and complete and you authorize Schindler Elevator Corp, its successors and/or assigns to obtain information from the references listed and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. The individual signing or submitting this application further waives any right or claim, which such individual would otherwise have under Fair Credit Reporting Act in the absence of this continuing consent.

SIGNATURE OF APPLICANT: _____ **DATE** _____

ECOA NOTICE (TO BE RETAINED BY APPLICANT): Your business credit application will be reviewed carefully and a decision will be rendered promptly. If your business credit application is denied, you have the right to a written Statement of the specific reasons for denial. To obtain a statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for denial within 30 days of your request. **NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, gender, marital status, age (provided applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Subject Schindler Elevator Modernization Proposal - KHIL-BUNL2G

Page 23 of 22

Date 5/10/2022

Item 9.

Modernization Invoice Application No. 1

Bill to:		Ship to:	
Company	Columbia Heights Parking Ramp	Columbia Heights Parking Ramp	Invoice Date: 5/10/2022
Address	4000 Central Ave Ne	4000 Central Ave Ne	Invoice Number: KHIL-BUNL2G
City	Columbia Heights	Columbia Heights, MN 55421	
State	MN		
Zip	55421		
Contact Name			
Agent for			
			Billing Terms
			Progress Bill Terms: Net Due 30 Days
			Final Bill Terms: Net Due 30 Days

Progress Billing – Elevator / Escalator Installation

Contract Amount				148,254.00
	Work Value	Retention	Net Due	
Total Work Completed	78,028.00	3,901.00		74,127.00*
Less Previously Billed	0	0		0.00
Current Application	78,028.00	3,901.00		74,127.00

*THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE

All Invoice / Payment / Contact Questions to:	
Sales Rep Name	Ian Skarja
Office Name	1610
Phone Number	

Remittance
Schindler Elevator Corporation
PO Box 70433
Chicago, IL 60673-0433

Please return this portion with your payment
If paying electronically, please provide the invoice number with your remittance

Payer:	Columbia Heights Parking Ramp 4000 Central Ave Ne Columbia Heights, MN 55421	Invoice Number:	KHIL-BUNL2G
		Invoice Date:	5/10/2022
		Invoice Amount:	74,127.00

Remit To:	Schindler Elevator Corporation PO Box 70433 Chicago, IL 60673-0433
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Total Construction Solutions

MN License Number: BC715750

7910 University Avenue NE

Fridley, MN 55432

O - 763.432.3774

F - 763.205.4134

www.tcsmidwest.com



SBE Certified
Effective 6/6/2017

PROJECT NAME:	4025 Van Buren Ramp	BID DATE:	4/28/2022
PROJECT ADDRESS:	4025 Van Buren St Columbia Heights, MN	DETAILS:	Elevator Modernization
		Elevator Type:	Hydraulic
		Landings:	3
		Number of Cars:	1

Total Construction Solutions agrees to furnish labor, materials and equipment to complete the following work for the above stated "Project" as set forth: This proposal is based on using TCS approved vendors.

Preface: The following assumes that the elevator equipment room will be located in its current location and all water intrusion issues (including elevator pit) will be remedied prior to any work beginning.

Machine Room:

- Bring elevator machine room door to code.
- Install machine room signage and extinguisher(s) as required.
- Provide all required patching in the machine room.
- Abandoned floor drain in place.
- Remove and in-fill existing vents.
- Retain the existing heater, install new ductless split system for machine room HVAC. Based on condenser being floor/wall mounted within 50' of the elevator machine room.
- Install sub-panel for local circuits.
- Install car light circuit with lockable disconnect.
- Install feeder from the load side of the car light disconnect to the controller.
- Install piping for main feeder from the main disconnect to the new controller.
- Install positive earth ground to the main controller.
- Provide code compliant lighting.
- Install machine room GFI.
- Install piping for the phone line to the new controller.
- Remove all non-elevator related electrical from the machine room.
- Bid is based on no changes in motor HP.
- Demark location and services charges (by others).

Pit:

- Remove sump pump and discharge line. **Note:** This proposal does NOT include a replacement for the removed sump assembly or waterproofing. If required; it would be handled on a change order/separate proposal.
- Provide new, guarded lighting with switch(s).
- Provide circuit and GFCI receptacle(s).

Hoist Way:

- General patching of hoist way walls, ceiling and new penetrations.

Lobby:

- No cutting/patching included

Hoist Way Ventilation:

- No hoist way vent provisions included.

Smoke Detection and Recall System:

- Install stand-alone fire alarm system for elevator only. ***Subject to AHJ approval***
- Provide smoke detection at elevator lobbies and machine spaces.
- Relays as needed for fire recall.

Emergency Power:

- Provide battery lowering contacts.

General Conditions:

- Dedicated phone line to machine room, Demark location and services charges (by others).
- All construction debris will be hauled off site.
- All permits and fees associated with our scope of work is included.
- Inspections and fire alarm testing included.
- Clean up for our work is included.

Car Top Time:

- 4 hours of car top time will be needed at no cost to TCS for work to be completed.
- 1 hour of car top is figured for the car being parked for the pit electrical work to be completed (approx.4-6 hours).

If Owner's Representative accepts this Bid Proposal in writing within 60 calendar days of the Bid Date and before it is otherwise withdrawn by TCS, then in consideration of the mutual covenants of the parties and other valuable consideration, the receipt of sufficiency of which the parties acknowledge and agreed to by signing this document, this Bid Proposal (including the terms listed on the attached page(s)), shall constitute the binding agreement between the Owner and TCS regarding the Project ("Agreement").

Jason Aaseby- TCS Representative

Date:

Authorized Owner's Representative Acceptance Signature
Must initial all pages

Date:

- I. This Bid Proposal is contingent upon Owner's Representative's written approval and city building official approval. Any modifications based on city requirements will potentially affect the Work scope and price, and all modifications will be discussed with Owner's Representative for approval.
- II. A non-refundable down payment of 30% to TCS before commencement of Work; and balance is due upon final walk through or monthly billing based on percentage of work complete.
- III. If Owner's Representative does not accept this Bid Proposal in writing within 60 calendar days of the Bid Date, this Bid Proposal is automatically withdrawn.
- IV. Any drawings/plans required by municipalities/inspectors/vendors will be at an additional cost.

- V. Any sewer or water additions may require SAC and WAC review by the Met Council. This falls under the responsibility of the ownership.
- VI. Work will be performed during normal business hours, unless otherwise noted.
- VII. No liquidated damages have been figured in this proposal, nor will any be paid out, unless otherwise stated above.
- VIII. TCS will not be responsible for the removal or testing of any lead or asbestos.
- IX. This proposal is based on regular wage. If any special wage requirements, pricing will need to be adjusted accordingly.

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Change Orders

All changes in the Work shall be reflected in written change orders signed by TCS and Owner's Representative. The change orders shall specifically describe the nature of the change and shall state the amount of the extra charge or credit resulting from the change and shall also show the new revised Agreement price, and adjustment, if any, in the completion schedule.

Pre-Lien Notice

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Insurance

TCS shall carry such worker's compensation insurance as may be required by law. TCS shall also carry public liability insurance covering claims for personal injury, wrongful death, or property damage arising on or from the premises during the Work.

Site Conditions

TCS will conduct a reasonable inspection of the Project site, but will not conduct an investigation of subsurface conditions. TCS is relying on the Owner's representative to investigate subsurface site conditions. If concealed or unknown site conditions (i.e. lead paint, pollution, asbestos, etc.) are encountered at the site that differ materially from those identified by the Owner's Representative or from those ordinarily found to exist, TCS shall advise the Owner's Representative of those conditions and the Agreement scope, time and price shall be subject to equitable adjustment. TCS shall not be liable for any damages or injuries related to undisclosed or inadequately disclosed subsurface site conditions or other concealed or unknown site conditions.

TCS Warranty

TCS warrants to Owner's Representative that TCS will perform all of the work in accordance with the terms of the Agreement, and in good workmanlike manner. TCS further warrants that the materials supplied by TCS in the course of the work will be new and, will meet or exceed any specifications. With the exception of the foregoing, TCS makes no warranty and disclaims all implied warranties of merchantability and fitness for a particular purpose in connection with materials or components sold but not manufactured by TCS. For those materials or components, the manufacturer's warranty, if any, shall apply, and your sole remedy regarding those materials or components (other than TCS install of the same) is to look solely to the manufacturer for the enforcement of the manufacturer's warranty, if any. All corrections under the TCS warranty shall be made at the convenience of the Owner's Representative during TCS's normal business hours.

Commencement and Completion of Construction

TCS agrees to commence the work as soon as a signed Agreement is received and a date has been agreed to between both parties, and shall continue to work with all reasonable diligence to final completion. TCS shall not be liable for disruptions, delays, etc., caused by fires, strikes, legal acts or public authorities, war, inclement weather, allocation of materials or material shortages, delays or defaults by public or private carriers, acts of Owner's Representative or persons employed or hired by the Owner's Representative if not caused by default of TCS under the Agreement, acts of God, acts of terrorism, or other causes beyond the control of TCS, if, in each instance, TCS gives Owner's Representative reasonable written notice of the event causing delay.

Work Performance

TCS has final authority for placement or arrangement of materials and equipment not specifically explained in the plans and/or specifications. However, TCS agrees to obtain Owner's Representative approval of any such placement or arrangement prior to completing the work. If the plans and/or specifications should differ in any respect, TCS shall advise Owner's Representative, and Owner's Representative shall decide whether the plans or specifications govern; and if the Agreement and the specifications differ on any issue the provisions of the Agreement shall govern.



MEI

TOTAL ELEVATOR SOLUTIONS

Twin Cities Office
2333 West End
Mendota Heights
Phone: (612)338-3774 Fax: (507)338-3775
www.meiusa.com

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Date: 6/27/2022

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Elevator Modernization Agreement

EQUIPMENT LOCATION:

COLUMBIA HEIGHTS PARKING RAMP
4025 VAN BUREN ST NE
MINNEAPOLIS, MN 55421

ELEVATOR DESCRIPTION:

Elevator ID: MN17340

Description: ELEVATOR 1

SUBMITTED TO:

CITY OF COLUMBIA HEIGHTS
590 40TH AVE
COLUMBIA HEIGHTS, MN 55421

ATTN:

CITY OF COLUMBIA HEIGHTS
763-706-3674
Mforney@columbiaheightsmn.gov

Type of Work: Modernization

This Modernization Agreement ("Agreement") is proposed as of this 27th day of June, 2022 ("Effective Date") between MEI Total Elevator Solutions ("MEI"), and "Customer": CITY OF COLUMBIA HEIGHTS, 590 40TH AVE, COLUMBIA HEIGHTS, MN 55421. MEI and Customer are collectively referred to herein as the "Parties" or individually as a "Party". MEI proposes to furnish certain maintenance services to Customer as provided herein.

Scope of Work:

MEI is providing this proposal to perform the following work:

MODERNIZATION OF (1) HYDRAULIC ELEVATOR

CONTROLLER:

This controller will be non-proprietary meaning that any elevator company will be able to work on it in the future. Engineering and technical support will be available for the vendor of the customers choice. No programming tool will be required.

A non-proprietary affidavit is attached to this proposal and signed by MEI guaranteeing our equipment to be non-proprietary to protect you as the customer

New solid-state microprocessor controller

New solid state motor starter

New Machine Room and Hoistway wiring

FIXTURES:

New in car ADA operating panel with digital position indicator & ADA compliant hands free phone

New hall stations at all landings

New emergency car lighting

Phase I & Phase II fire fighters service key switches to meet code

New direction lantern

NEW DOOR EQUIPMENT:

New non-proprietary solid state door operator

New door clutch

New door restrictor

New pickup rollers, hanger rollers, gibs and fire tabs on as needed basis to replace all worn ones

MACHINE ROOM EQUIPMENT:

New hydraulic power unit with new motor,pump,valve,silencer & tank

New shut valve as needed

Filter existing hydraulic oil

NEW HOISTWAY EQUIPMENT:

New pit stop switch as needed

New pit ladder as needed

New car top inspection station

New escape hatch switch as needed

MISCELLANEOUS:

Removal of all decommissioned equipment

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Any equipment not specifically included in the scope of work above is to be retained and reused

Permit & inspection included

WORK TO BE COMPLETED BY OWNER/OTHERS. (NOT INCLUDED BY MEI):

All work necessary to provide a code compliant hoistway, machine room, electrical service, phone line, ventilation, smoke detectors, sprinklers and the cab finished flooring to complete this installation shall be completed by the owner and/or its subcontractors in accordance with governing codes. The following is a suggested list of items that the Authority Having Jurisdiction (AHJ) will require. Note: this list is a guideline and is not comprehensive for all installations; refer to subcontractors for related work code requirements.

1. GENERAL:
 - a. Code approved hoistway, including any patching or reinforcement to provide fire rating and restore structural integrity
 - b. Code approved machine room with self-closing and self-locking door
 - c. Code approved pit
 - d. Fire Extinguisher in machine room
 - e. Patching and painting, as necessary
 - f. Any other building work required to meet code or any work not specifically included in our proposal
2. ELECTRICAL:
 - a. Smoke detectors/fire service as required by code with dry contacts wired to the elevator controller
 - b. Fire alarm panel as required by code
 - c. Machine room lighting and GFCI convenience outlet
 - d. Pit lighting and GFCI convenience outlet
 - e. 110VAC lockable, code approved disconnect for cab lighting
 - f. Main line disconnect to meet elevator equipment requirements including shunt trip and/or auxiliary contacts as necessary
 - g. Building ground wire to the elevator is required for proper operation
 - h. Dedicated analog phone line piped to the elevator controller
 - i. Any wiring necessary to connect the mechanical systems for HVAC for machine room and hoistway
 - j. Disconnect must have proper ground for controller operation
 - k. Disconnect must have proper sized wire for controller operation
3. SPRINKLER SYSTEM:
 - a. Owner to meet all code requirements as necessary
4. MECHANICAL:
 - a. Sump pump in pit, as required by code
 - b. Hoistway venting and fire damper, as required by code
 - c. HVAC necessary to maintain the machine room and hoistway temperature between an ambient room temperature between 55 and 85 degrees Fahrenheit

WARRANTY:

1. The warranty provided starts on the date of final inspection. Warranty shall include coverage of elevator system controller, operating equipment and devices that are defective, or improperly installed/adjusted. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall not be responsible for work required due to abuse or misuse by others, acts of god, elevator running on arrival of mechanic or on parts that were not installed or replaced under this specification

MAINTENANCE SERVICE:

1. MEI shall furnish complete service and maintenance of the elevator system and components during the initial twelve (12) month period following the final acceptance of the elevator. All work will be performed during normal working hours and normal working days of the elevator trade. If service is requested outside of normal working hours and normal working days, it will be billed at our then current charge out rates.
2. MEI shall examine elevator equipment to clean, adjust, and lubricate all equipment. MEI will repair or replace parts when required and use parts produced by the manufacturer of the original equipment.
3. MEI shall provide regular time, emergency callback service for the duration of free service at no additional cost to the owner. If service is requested outside of normal working hours and days, it will be billed at our then current charge out rates.
4. MEI will maintain an adequate stock of parts for repairs, replacement, or emergency callbacks.
5. MEI shall not be responsible for callback or repair service in cases due to abuse or misuse by others, acts of god, or when the elevator is running on arrival of the mechanic. These occurrences would be bill at our then current charge out rates.

Subject to the provisions of this Agreement, MEI will perform the work as described in this section. If Customer requests services not listed, Customer agrees to pay MEI for such additional work at MEI's then-current rates. The Work will be provided pursuant to the terms and conditions in this Agreement and MEI's Terms and Conditions (the "T&C").

Price:**\$156,297.46**

Date: 6/27/2022

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Payment Terms:

All Modernization Fees are due and payable to MEI on the following schedule:

- 40% of the Modernization Fee is due at the time of signing this Agreement. Customer understands that MEI will not order parts or materials, or schedule the Work, until this payment has been received by MEI.
- 35% of the Modernization Fee will be billed when a majority of the materials have been received. Customer understands that MEI will not schedule the Work until this payment has been received. Customer understands that timing issues may result in needing to expedite this payment.
- The Balance (approximately 25%) of the Actual Modernization Fee will be billed upon completion of the Work. The payment terms for this portion of the Work will be due in Net 30 terms.

If Customer fails or refuses to pay MEI all or any part of the Fees when due, MEI may use any remedy specified in the T&C. Invoices issued under this Agreement for additional work will be billed as the work is performed and are due and payable to MEI on a Net 30-day basis. If, at any time, the Work is terminated by either Party, MEI will issue a final invoice to the Customer. Customer agrees to immediately issue payment to MEI for all work completed up to the termination date.

Agreement Terms

The Term of this Agreement starts when fully executed by both Parties and terminates when the Work is performed by MEI and paid for by Customer. Notwithstanding the foregoing, if Customer has not made any preliminary payment required in Payment Terms within 15 days of signing this Agreement, MEI may terminate this Agreement upon notice to Customer, and without any liability to Customer.

The provision of the Work and payment therefore is subject to, and Customer agrees to be bound by the T&C as published by MEI from time to time, a current copy of which is attached hereto. This Agreement: (i) may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement; (ii) is binding upon and inures to the benefit of MEI and Customer and their respective successors, transferees, or assignees; (iii) together with the T&C, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements, representations, communications and understandings, oral or written; and (iv) may not be amended except by a written agreement signed by both Parties. If there is a conflict between the terms of this Agreement, the Proposal and the T&C, the T&C shall govern and supersede the Agreement and the Proposal.

By signing this Agreement, Customer hereby applies for credit and affirms financial responsibility, ability and willingness to pay invoices in accordance with the terms of this Agreement as well as any additional work requested by the Customer which may be done outside this Agreement. The above information is warranted to be true and complete. Customer hereby authorizes MEI to verify and collect information on Customer, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. Customer agrees to pay: (i) a monthly finance charge equal to the maximum applicable state rate on all past due balances; and (ii) all costs of collection and attorney's fees incurred by MEI arising from any default by Customer under this Agreement. Customer agrees that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of MEI.

Acceptance of Proposal

IN WITNESS WHEREOF, each Party represents that it has caused this Agreement to be executed by an authorized agent or representative who, on the date of such signing, has the necessary authority, corporate, municipal, or otherwise, to bind the Party. By signing below, Customer agrees to engage MEI to perform the Work in accordance with this Agreement and the T&C and agrees to pay for all Work.

(CUSTOMER)

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: _____

Title: _____

Phone: _____

Email: _____

Name of Company: _____

Customer Purchase Order: _____



Principal, Owner or Authorized Representative or Owner

Accepted by:

MEI Total Elevator Solutions

Approved by Authorized Representative

Signed: _____

Date: _____

Print Name: Max Thrune

Title: Account Manager

Phone: 507-245-4284

Email: Max.Thrune@meiusa.com



MEI

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Agent: _____
(Name of Principal or Owner)

Date: 6/27/2022**QUOTE NUMBER: 11765 - Rev 1****MEI STANDARD EXCEPTIONS/QUALIFICATIONS/NOTES:**

- This bid is valid only if a mutually agreeable contract, schedule and completion date can be obtained. Any changes must be seen and agreed to by MEI in writing.
- Installation must begin within six (6) months of contract date, or as shown on the published construction schedule. If installation does not begin within six (6) months of the contract date or as shown on published construction schedule, the project may be subject to an escalation fee for material costs and labor rate increases. Price is subject to change if any customer supplied information changes after booking, or upon review of additional and or updated information.
- If MEI is forced to store elevator equipment in warehouse due to a customer initiated install start date change, the customer will be responsible for additional storage fees.
- MEI does not carry professional liability insurance. Professional liability insurance will not be provided if bid is accepted.
- Our bid is based on timely return of all approved submittal drawings and allowing for manufacturing lead-time of 12 weeks after approvals.
- Exception is taken to any ambiguous, vague, not clearly evident in bid information and/or inexplicit liquidated damage stipulations.
- Exception is taken to retainage in excess of (5%) five percent.
- Exception is taken to any retainage if a performance/payment bond is required.
- Exception is taken to retainage for clean-up.
- Minnesota Elevator has included the necessary mobilization to and from this project in the above bid. If for any reason beyond our control; MEI is forced into additional mobilization on this project, (incomplete hoistway or machine room, lack of power, etc.) a remobilization fee of \$7,500.00 will be charged for each occurrence.
- On-site storage, approximately 20'x25' per elevator adjacent to the hoistway at bottom landing is required. If off-site storage is required, an additional charge will be assessed for the first three months to cover any double handling, storage or re-transportation of elevator material required by the general contractor/owner or agent thereof. After the first three months, an additional monthly charge will be assessed for storage until the material arrives on site.
- Bid includes one inspection per state permit. If more than one inspection is needed due to causes other than MEI, additional charges of then current hourly rate of MEI plus any applicable state re-inspection fees will be assessed.
- This bid does not include any provisions for construction use of the elevator.
- Should temporary service be required it will be provided for an additional \$150 per week per elevator. The Owner/General Contractor will be responsible for operators, protection of the elevator, and restoration costs of the elevator after the temporary service is complete. Owner/General Contractor will also be responsible for any additional inspection, permitting fees, and inspection time involved with the temporary service.
- This bid does not include any provisions for owner instruction and or training
- Certificates for Two million General Liability Insurance and Ten Million Umbrella Insurance coverage will be issued.
- If additional crews are requested and MEI has the resources to accommodate this request there will be a minimum charge of \$7,500.00 (MEI has provided one crew for this bid).
- This bid will become a rider, attachment or addendum to any contract issued.
- Any contract resulting from this bid is conditioned on neither party being liable to the other for any loss, damage or delay due to any cause beyond your or our reasonable control, including but not limited to acts of government, strikes, lockouts, fire, explosion, theft, floods, riot civil commotion, war, malicious mischief or act of God. Under no conditions, shall either party be liable for special, indirect, or consequential damages in contract tort, including negligence, warranty or otherwise, notwithstanding any indemnity provisions to the contrary.
- Permanent power to be provided by others to hoistway and machine room.
- Hoisting beam to be furnished and installed by others.
- Cutting, patching, grouting and fire caulking will be done by others at no cost to MEI.
- Flooring provided and installed by others.
- Pit floor and walls must be finished and backfilled before we can start.
- GC must provide forklift or appropriate handling equipment to unload MEI equipment at no cost to MEI.
- Barricading to be provided by others. MEI will replace barricade we remove as part of our work.
- Disposal of construction debris and packaging resulting from this installation or removal will be by others.
- MEI will place debris in dumpster or other receptacle provided and paid for by others or as reasonably directed.

Disposal Contaminated Oil or Hydraulic Fluid (as applicable):

MEI will not be responsible for the disposal of any contaminated soil or hydraulic fluid that is removed from the cylinder hole. We will also not be responsible for any required clean up costs, fines or penalties that may result from this oil loss. Notification of the EPA and inspection of the ground soil is the responsibility of the owner, if they elect to do so.

Date: 6/27/2022

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Jack Hole Clause (as applicable):

- If the jack ceases to move during the removal process period of eight (8) hours, additional labor and specialty equipment required to move the jack will be performed on a time and material basis.
- Indoor Drilling - The hydraulic jack replacement is based on the existing jack hole being plumb and cased to prevent the Jack hole from collapsing once the existing jack is removed. If we encounter such conditions that hinder us from installing the new jack as noted in the aforementioned assumption, and indoor drilling is necessary, we will stop work and notify you immediately. Upon execution of a change order, with the cost and additional time being outlined and agreed to by purchaser, we will resume work
- If problems with the original construction of the jack hole exist (not deep enough, not plumb, not cased, concrete obstruction, flowing water or any obstruction prohibiting clean out and installation of new jack) additional work will be performed on a time and material basis.
- If ground water becomes a problem in the elevator pit during the jack replacement process, it will be the responsibility of the owner to address the issue so that work can continue. The contractor is not responsible for any water problems.
- Charge out rates applying to this Hole Clause are a per hour rate of \$250 per man plus materials
- The price of the driller and any related materials required will be in addition to our labor charges listed above

We will notify you prior to enacting this clause should it become necessary.

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MEI TERMS AND CONDITIONS ("T&C")

1. Purchase and Payment. Pursuant to the applicable Repair Agreement, purchase order or quote (collectively, "Agreement"), Customer agrees to purchase the parts, machinery or equipment (collectively, "Product") or Work described in the Agreement. Except as defined herein, all capitalized terms have the meaning ascribed to them in the Agreement. Customer agrees to pay all sums specified in the Agreement within 2 days of the due date, without any deduction or setoff. MEI reserves the right to add all applicable taxes as prescribed by law. Customer shall pay any and all of Customer's third-party vendor fees, such as, but not limited to accounts receivable / payable administrators or insurance tracking. Customer agrees to receive MEI's invoices electronically, and if Customer requires other delivery, shall pay MEI's then-current delivery fee.

2. Standard Warranty. MEI warrants that any new Product, including materials and equipment to be furnished as part of the Product or Work, shall be of good quality, in conformance with all legal requirements, and will be free from defects in material and workmanship for twelve (12) months from the date of installation (the "Standard Warranty"). Any refurbished parts, if available, carry a warranty that such parts shall be of good quality and free from defects in materials and workmanship for a period of ninety (90) days from installation. This Standard Warranty shall not apply to: (i) any Product that has been subject to misuse, misapplication, neglect (including without limitation improper maintenance and storage), accident, improper installation, modification (including without limitation use of unauthorized parts of attachments), adjustment or repair; or (ii) damage, loss, or diminution of or to any Product related to normal wear and tear, or usage of wear parts. (iii) damage caused by disasters such as fire, flood, wind, lightning, electrical surge or power outage; (iv) corrosion from exposure to liquids or atmospheres; (v) any parts or components installed or modified by a non-MEI mechanic after the completion of the Work; or (vi) Customer's failure to properly clean or care for the Product after completion of the Work. Notwithstanding any contrary provision or agreement, MEI's maximum liability for Products, whether in contract, negligence, or strict liability in tort, is limited to the repair or replacement of the Product at issue, or the parts thereof.

3. Repair Terms and Conditions. Customer shall: (i) cooperate with MEI in all matters relating to the Work, and respond promptly to MEI's request to provide direction, information, approvals, authorizations and decisions; and (ii) obtain and maintain all necessary permits related to the equipment; and provide all wiring prints and diagrams and a copy or version of the controller software. Customer agrees to provide MEI with full immediate access to all areas of Customer's facility in which the elevator(s) and associated equipment is located in order to perform the Work in the Agreement. Failure to provide such access will result in the Fees being earned and payable by Customer, even if the applicable Work is not completed. Customer shall provide a clear and accessible machine rooms(s) and elevator pit area(s) for the Work to be completed. The machine room and elevator pits must be free from water, debris and stored materials. MEI is not responsible or liable for personal injury or property damage due to the action or failure of any part of the elevator equipment during testing. If subsequent repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be proposed at additional cost under separate work order. Any testing of emergency/standby power systems that require immediate completion will be billed at current charge out rates and in addition to the Repair Fee.

4. Limitations. Unless directly resulting from MEI's gross negligence or willful misconduct, nothing herein or in the Agreement shall be construed to mean that MEI assumes any liability for any accidents or injury to persons or property. Customer retains all liability and responsibility for accidents or injuries to any person or property while riding on or being in or about the subject elevators or related equipment.

(a) **DAMAGES.** IN NO EVENT SHALL MEI OR ANY OF ITS EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, OWNERS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER THE AGREEMENT OR THESE T&C TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **MAXIMUM LIABILITY.** EXCEPT WHERE A LIABILITY DIRECTLY RESULTS FROM MEI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITHOUT LIMITING THE PROVISION OF SECTION 4(a), IN NO EVENT SHALL MEI'S AGGREGATE LIABILITY EXCEED, WITH RESPECT TO PRODUCTS OR SERVICES, THE GREATER OF: (I) \$25,000; OR (II) THE TOTAL AMOUNT PAID TO MEI PURSUANT TO THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The prior sentence limiting liability and damages is a material part of the Agreement, and MEI would not have sold the Product or provided the Services on terms as favorable to Customer as set forth in the Agreement.

(c) **EXCLUSIVE REMEDY.** CUSTOMER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SHALL BE THE STANDARD WARRANTY, AND MEI'S SOLE LIABILITY SHALL BE COMPLIANCE WITH THE STANDARD WARRANTY.

5. Indemnification. Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, managers, directors, employees, successors and assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, costs, or expenses of whatever kind, including reasonable attorneys' fees, actually incurred by Indemnified Party or actually awarded against Indemnified Party, resulting from: (i) breach or non-fulfillment of any representation, warranty or covenant under the Agreement by Indemnifying Party, its employees or agents; (ii) any negligent or more culpable act or omission of Indemnifying Party and its employees and agents (including without limitation reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; (iii) bodily injury, death of any person or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party, its employees or agents (including any reckless or willful misconduct); or (iv) any failure by Indemnifying Party to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under the Agreement. Notwithstanding the foregoing, MEI shall not be obligated to indemnify any Customer Indemnified Party if the loss or damage arises from or relates to breach of the Agreement by, or negligence or misconduct of, Customer or its employees, agents, managers, representatives or contractors.

Date: 6/27/2022

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6. Default. An event of default ("Event of Default") under the Agreement or these T&C shall occur upon the occurrence of all or any one of the following events: (i) Customer does not pay any amount due to MEI under the Agreement; (ii) Customer ceases doing business as a going concern; (iii) Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (iv) Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (v) Customer shall default in the performance of any of its obligations arising under the Agreement, these T&C, any service schedule, or any other agreement between Customer and MEI, and such default is not cured within fifteen (15) days of MEI providing notice of same. MEI shall not be default of this Agreement unless and until Customer has notified MEI in writing of the alleged default, and MEI has had thirty (30) days to remedy the alleged default.

7. Remedies. Upon the occurrence of any Event of Default, MEI may at its option and without notice or demand, exercise all or any one of the following remedies: (a) upon written notice to Customer, terminate this Agreement and any other agreement between Customer and MEI; and/or (b) take additional action as may be appropriate to mitigate additional damages to MEI; The foregoing remedies are cumulative and may be exercised successively or concurrently.

8. Assignment. MEI may without the consent of Customer, assign MEI's rights and obligations under the Agreement, and may subcontract any portion of MEI's performance of the Agreement to a third-party. Customer may not assign the Agreement or otherwise transfer its rights or obligations under the Agreement to any third-party without the prior written consent of MEI. In the event of the sale, lease, assignment or other transfer of Customer's facility described herein, Customer agrees to disclose in writing to such successor the Agreement, and if all of Customers' obligations under the Agreement are not assumed in writing by such successor, Customer agrees to continue to be bound by the terms hereof.

9. Governing Law; Venue. The validity, construction and performance of the Agreement and these T&C shall be governed by and construed in accordance with the law of the state where the Services are performed, without reference to any choice of law principals, but the specific performance provisions and right of MEI to seek injunctive relief for Customer's breach of the covenants contained herein may also be enforced in any other state wherever such breach occurs, and in accordance with the laws of such other state, to the extent necessary to secure enforcement in such other jurisdiction.

10. Force Majeure. MEI shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: act of God, fire, flood, earthquake, terrorist act, national emergency, war, strike, lock-out, change in law, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials.

11. Waiver of Jury Trial. Each Party agrees that any controversy that may arise under the Agreement, including schedules attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, or the transactions contemplated hereby.

12. General Provisions. The following sections of the T&C shall survive termination or expiration of the Agreement: 2, 3, 4, 5, 6, 7, 9, 10, 11, and 12. The relationship of the parties created by the Agreement is that of independent contractors and not partners, joint ventures, agents, or otherwise. No waiver by either Party of any right under, or breach of, any provision of the Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision or right. The Agreement these T&C: (i) are binding upon and inure to the benefit of MEI and Customer and their respective successors, transferees, or assignees; and (ii) constitute the entire agreement between the Parties with respect to the subject matter of the Agreement, superseding all prior agreements, representations, communications and understandings, oral or written. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. The Agreement may not be amended or modified except by a written agreement signed by both Parties. In the event of a conflict between the main body of the Agreement and these T&C, these Agreement will take precedence, and shall supersede and be controlling over the T&C. By accepting delivery of the Products or Services, Customer is also agreeing to these T&C. Except for the money due upon an open account, no action may be brought for any breach of the Agreement or these Terms and Conditions more than one (1) year after the accrual of such cause of action. Customer agrees to receive invoices, notices and other communications under this Agreement at the address listed in the Agreement until Customer notifies MEI in writing of any changes in mailing address. Failure to notify MEI of any address changes does not change the delivery status of delivered invoices or other notices. Customer agrees to promptly notify MEI of any billing errors and understands that its failure to notify MEI does not change the due date or payment status of an invoice.

AGENDA SECTION	CONSENT
MEETING DATE	8/22/2022

ITEM:	Approve Purchase of New Public Access Computers and Related Software		
DEPARTMENT: Information Technology		BY/DATE: 8/12/2022	
CITY STRATEGY: (please indicate areas that apply by adding a bold “X” in front of the selected text below)			
_Safe Community		_Diverse, Welcoming “Small-Town” Feel	
X_Economic Strength		X_Excellent Housing/Neighborhoods	
X_Equity and Affordability		X_Strong Infrastructure/Public Services	
X_Opportunities for Play and Learning		X_Engaged, Multi-Generational, Multi-Cultural Population	

INTRODUCTION

The City of Columbia Heights IT Department manages 22 Public Access Computers (PACs), 2 Catalog Workstations and 1 Reservation Workstation that are available free of charge at the Library for the general public. These computers allow access to the world wide web, Library resources and Microsoft Office applications. In an economically disadvantaged community where 19% of our residents do not have a broadband internet subscription, it is important that we maintain free access to these resources. Especially as we become more dependent on technology each day.

PROPOSAL

Our current PAC design utilizes thin clients located at workstations within the Library. These thin clients connect to virtual computers located on servers at the Library and Public Safety building. This design requires a high level of knowledge and replacement costs are nearly twice as much considering the servers required.

\$30,000 was budgeted in 2022 to replace the thin clients only, not the servers. Our proposal exceeds that budget (by \$3,979.92) but the proposed design eliminates the server components. This will save the Library ~\$30,000 in the next two years and spare a significant amount of staff time. The new design also eliminates the need for the reservation workstation.

COST

- Dell Computers and 24" Monitors \$29,280.00
- Windows Enterprise and Microsoft Office 2021 (non-profit pricing) \$2,712.00
- DeepFreeze management software \$1,580.16
- Headphone adapters \$407.76 (included for informational purposes only)

STAFF RECOMMENDATION

Review the purchase of new public access computers and related software. Approve the purchase of Dell computers and monitors from Everyday Technology, Windows Enterprise and Microsoft Office from TechSoup (Microsoft's non-profit partner) and DeepFreeze from Faronics.

RECOMMENDED MOTION(S):

MOTION: Move to approve the purchase of Dell computers and monitors from Everyday Technology in the amount of \$29,280.00, Windows Enterprise and Microsoft Office from TechSoup in the amount of \$2,712.00 and DeepFreeze from Faronics in the amount of \$1,580.16.

ATTACHMENT(S):

20220801_EverydayTechnology_Dell7090Ultra_U2421EMonitors.pdf

20220802_Faronics_DeepFreezeEnterprise

20220805_TechSoup_WindowsAndOfficeLicense.pdf

AGENDA SECTION		CONSENT
MEETING DATE		AUGUST 22, 2022
ITEM:	Approve Change Order for Gould Avenue Concrete Curb and Gutter and Storm Sewer, Project 2208	
DEPARTMENT: Public Works,		BY/DATE: <i>Kevin Hansen 8/17/22</i>
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i> <div> <div> _ Safe Community _ Economic Strength _ Equity and Affordability _ Opportunities for Play and Learning </div> <div> _ Diverse, Welcoming "Small-Town" Feel _ Excellent Housing/Neighborhoods X Strong Infrastructure/Public Services _ Engaged, Multi-Generational, Multi-Cultural Population </div> </div>		

BACKGROUND: Gould Avenue Change Order

As previously discussed with the Council, the sanitary sewer work on Central Avenue under City Project 2204 included upsizing of the existing sewer main on Gould Avenue. This work removed a portion of the pavement, and the remainder of Gould Avenue was also impacted with service connections and private utility work due to the new Alatus/City Hall development. As part of the Alatus development, new concrete curb and gutter will be installed on the north side. To allow for parking on both sides of the street, the south curb line would need to be removed and replaced two feet further south of its existing location. Only patching was included in the sanitary sewer project – staff felt the most cost-effective approach to widen and repave Gould Avenue would be through the street zone work contractor. Unfortunately, the concrete contractor from the street zone project is not available until late this fall. As a result, staff obtained pricing from the development concrete contractor, Goodmanson Construction, for the concrete work and from the City's miscellaneous concrete contractor.

Pricing from all concrete contractors provided less than a ten percent difference, but Goodmanson is able to complete the work in August, allowing the City's street zone contractor to perform the paving in September. Timing is critical as the site development is currently leasing with new residents moving in beginning September 24th. This work will be funded through the City's Infrastructure Fund 430. As the curb is being moved two feet south, a catch basin will also need to be moved and will be relocated out of an existing driveway. The pricing for this work, also from the development utility contractor, is in the amount of \$16,177 and will be funded through the City's Stormwater Fund 604. Having the development contractor perform the work at the same time as the development work also saves a mobilization charge to the City.

This work will allow for parking on both sides of Gould Avenue from Central Avenue to Peters Place.

RECOMMENDED MOTION(S):
MOTION: Move to approve Change Order amending the Transfer Agreement with Alatus in the amount of \$44,642 for concrete curb and gutter, driveway aprons and sidewalk, and \$16,177 for storm sewer, to be funded through the City's Infrastructure Fund 430 and the City's Storm Water Fund 604, respectively.



GOODMANSON CONSTRUCTION

PROPOSAL

600 KASOTA AVE SE
MINNEAPOLIS, MN 55414
OFFICE: (651) 636-4996

WWW.GOODMANSONCONSTRUCTION.COM

Date: 8.10.22

Proposal Submitted To:

City of Columbia Heights

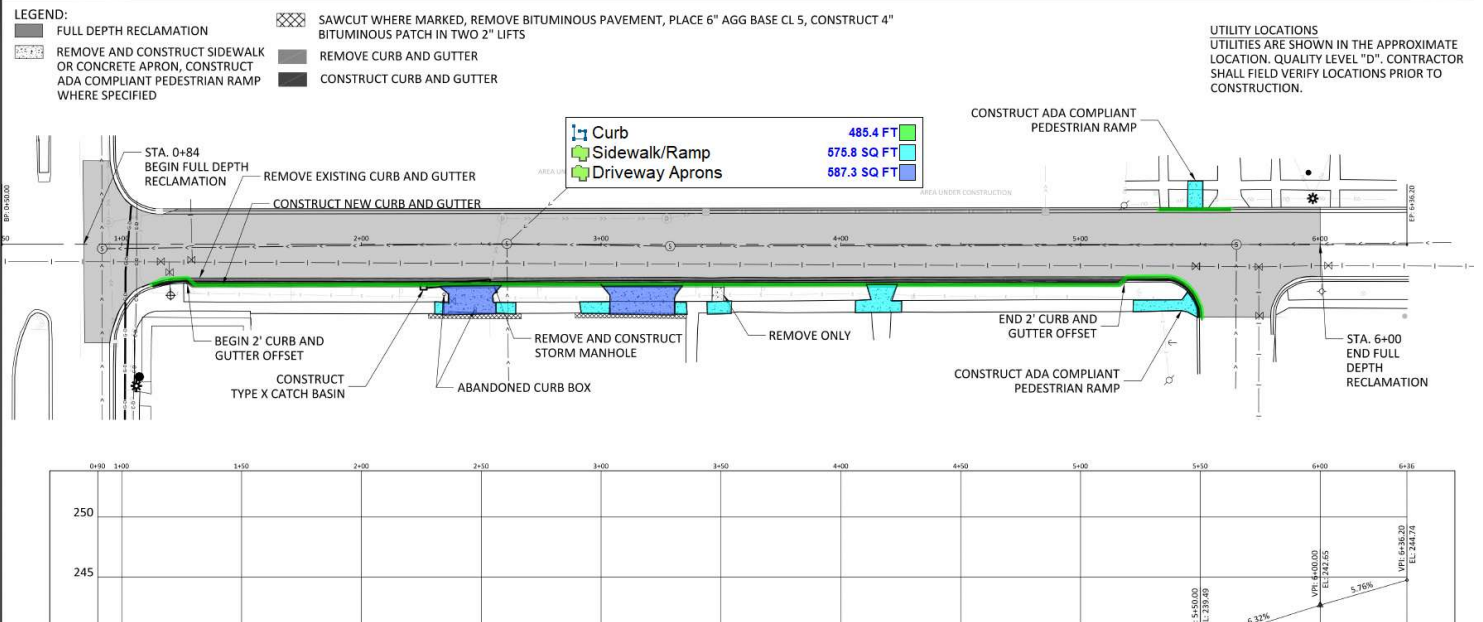
Kevin Hansen

KHansen@columbiaheightsmn.gov

763-706-3705

Work To Be Performed At:

SITE MAP



AGENDA SECTION	CONSENT
MEETING DATE	AUGUST 22, 2022

ITEM:	Approve Change Order No. 2 to Meyer Contracting for Central Avenue Sanitary Sewer Improvements, City Project 2204		
DEPARTMENT: Public Works		BY/DATE: Kevin Hansen 8/17/2022	
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i>			
_Safe Community		_Diverse, Welcoming “Small-Town” Feel	
_Economic Strength		_Excellent Housing/Neighborhoods	
_Equity and Affordability		X Strong Infrastructure/Public Services	
_Opportunities for Play and Learning		_Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND: On April 25th, 2022 the City Council awarded a contract for the Central Avenue Sanitary Sewer Improvements project to Meyer Contracting, Inc. in the amount of \$2,112,296.69. The scope of work includes the following on Central Avenue from 37th to 44th Avenues and on Gould Avenue from Central Avenue to Peters Place:

- 20 manhole replacements
- Upsizing 8-inch pipe to 10 and 12-inch pipe
- Piping repair to disjointed segments
- Patching and street restoration
- Upsizing 8-inch pipe to 10-inch pipe on Gould Avenue, and street restoration from Central Avenue to Peters Place

On May 9th, 2022, the City Council approved Change Order No. 1 resulting in a cost savings of \$292,701.40 for a revised contract amount of \$1,819,595.29.

STAFF RECOMMENDATION: Move to approve Change Order No. 2 to Meyer Contracting, Inc. of Shakopee, Minnesota in the amount of **(25,893.35)** deduct for a revised contract amount of \$1,793,701.94 Project funding is revised and will be provided by ARPA Funds, Sewer Construction Fund and Sewer Operations Budget, Infrastructure Fund, and State GO Grant as follows:

- | | |
|------------------------------------|-------------|
| ▪ ARPA Funds | \$1,300,000 |
| ▪ Sewer Construction Fund | \$ 82,300 |
| ▪ Sewer Operations Budget | \$ 112,300 |
| ▪ Infrastructure Fund: | \$ 239,000 |
| ▪ State GO Grant (sanitary sewer): | \$ 61,000 |

The project consulting engineer is recommending approval of Change Order No. 2 to Meyer Contracting, Inc.

RECOMMENDED MOTION(S):

MOTION: Move to approve Change Order No. 2 to Meyer Contracting, Inc. in the amount of (\$25,893.35) deduction, for a revised contract amount of \$1,793,701.94, for Central Avenue Sanitary Sewer Improvements, Project 2204.

ATTACHMENT: Change Order No. 2, Project 2204

NO. 2

113

Recommended by Engineer (if required)

Accepted by Contractor

By:



Title: Project Manager

Date: 7/20/2022



Project Manager

7/20/22

Authorized by Owner

By:

Title:

Date:



0 100 200
HORIZONTAL SCALE

INFEED CEMENT THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED FOR THE PROJECT OF THE CITY OF MINNEAPOLIS, MINNESOTA, AND THE PROJECTING ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kevin P. Helb
KEVIN P. HELB
LIC. NO. 23711 DATE: 02/03/2022

7533 SUNNYSIDE DR. NW, SUITE 205
BOLTON & MENK
Phone: (763) 432-2851
Email: Plansys@bolton-menk.com
www.bolton-menk.com

BOLTON & MENK

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0 100 200
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Item 12.

Change Order 2 Breakdown

No.	Item	Unit	Contract Qty	Unit Price	Total Amount
	INTERNAL REHABILITATION 36C02, 36C04, 36C138, 36C03, 36C05 (NO STEPS INSTALLATION)	LS	1	\$114,062.38	\$114,062.38
	Estimated additional Time and Materials (To be paid based on actual expenses)	LS	1	\$50,000.00	\$50,000.00
SUBTOTAL					\$164,062.38
ESTIMATED REDUCTION IN CONTRACT					
	Remove Sanitary Manhole	EA	5	\$825.15	(\$4,125.75)
	Remove Sanitary Sewer	LF	36	\$24.52	(\$882.72)
	Remove Curb & Gutter	LF	200	\$6.91	(\$1,382.00)
	Remove Concrete Walk	SY	153	\$14.60	(\$2,233.80)
	Remove Bituminous Pavement	SY	286.5	\$40.94	(\$11,729.31)
	Bituminous Patch Special 1	SY	286.5	\$90.48	(\$25,922.52)
	Temporary Sheet Pile	SF	896	\$12.00	(\$10,752.00)
	10" PVC Sewer	LF	28	\$200.28	(\$5,607.84)
	12" PVC Sewer	LF	8	\$164.41	(\$1,315.28)
	Construct Sanitary Manhole	VF	58.93	\$1,584.14	(\$93,353.37)
	Concrete Walk	SF	982	\$11.22	(\$11,018.04)
	Colored Concrete Walk	SF	400	\$21.97	(\$8,788.00)
	Concrete Curb & Gutter	LF	200	\$48.14	(\$9,628.00)
	8" Concrete Valley Gutter	SY	13	\$152.35	(\$1,980.55)
	Sodding Type Lawn	SY	35.33	\$35.00	(\$1,236.55)
REDUCTION SUBTOTAL					(\$189,955.73)
CHANGE ORDER 2 ESTIMATED CONTRACT REDUCTION					(\$25,893.35)

Shop Drawing Transmittal No. XX - 01

[illegible]

- | | |
|--------------------------------------|---|
| A - Furnish as Submitted | D - Rejected |
| B - Furnish as Noted | E - Engineer's review not required |
| C - Revise and Resubmit | 1 Submittal not required |
| 1 Not enough information for review. | 2 Supplemental Information. Submittal retained for informational purposes only. |
| 2 No reproducibles submitted. | 3 Information reviewed and approved on prior submittal. |
| 3 Copies illegible. | 4 See comments. |
| 4 Not enough copies submitted. | |
| 5 Wrong sequence number. | |
| 6 Wrong resubmittal number. | |
| 7 Wrong specification section. | |
| 8 Wrong form used. | |
| 9 See comments. | |

Comments:

Scott Pelletier

By

Distribution: Contractor ☐

File Field ☐Owner

Date _____
Other _____

DE NEEF[®] Flex LV PUR_e

Product Description

DE NEEF[®] Flex LV PUR_e is a hydrophobic polyurethane designed to form a flexible gasket when injected into cracks and joints in concrete structures. DE NEEF[®] Flex LV PUR_e grout expands on contact with water and quickly cures to a tough, flexible foam that is resistant to most organic solvents, mild acids, alkali, petroleum and micro-organisms.

Product Advantages

- Free Foam Expansion up to 18 times
- Contains no volatile solvents
- Single Component
- Controlled reaction time
- Improved low temperature performance
- Flex Cat PUR_e liquid to -40 °F

Product Applications

- Sealing leaking cracks in concrete 0.02" and wider
- Sealing moving and non-moving joints in concrete

Installation Guidelines

Warning: DE NEEF[®] Flex LV PUR_e must be used with DE NEEF[®] Flex Cat PUR_e. Consult the Technical Data Sheets and SDS before using.

Installation Instructions: For detailed installation instructions refer to the DeNeef technical bulletin for your applicatio

Catalyst: Shake catalyst can 2-3 minutes. Pour the desired amount of Flex LV PUR_e into a clean dry pail. Measure the appropriate amount of Flex Cat PUR_e (refer to the **Reaction Times** section of this data sheet for the desired set time) and pour it into the pail. Stir until adequately mixed. Exceeding the recommended amount of catalyst may adversely affect the reaction and quality of the cured foam.

Injection: During injection the grout will follow the path of least resistance. When the material has stopped penetrating it will continue to expand against the limits of the confined space and compress within itself, forming a dense, closed cell foam.

Extreme conditions: For application procedures in extreme temperatures and specific environments or equipment recommendations call the DE NEEF[®] Technical Service Department.

Cleaning: Clean all tools and equipment which have been in contact with the resin with DE NEEF[®] Washing Agent before resin has cured. Products should be disposed of according to local, state, and federal laws.

Reaction Times

T	% CAT	END REACTION	FOAM FACTOR
40 °F	1	17'00"	12V
	2	8'30"	14V
	5	4'00"	16V
60 °F	1	10'50"	14V
	2	7'00"	16V
	5	3'05"	16V
77 °F	1	9'00"	14V
	2	5'35"	16V
	5	2'10"	17V
86 °F	1	7'30"	14V
	2	4'40"	16V
	5	1'45"	17V
95 °F	1	6'45"	15V
	2	4'00"	17V
	5	1'35"	18V

Packaging & Handling

DE NEEF® Flex LV PRe:

5 gallon metal pail

50 gallon metal drum

DE NEEF® Flex Cat PRe:

25 fl. oz. in 1 qt. metal cans

DE NEEF® Flex LV PRe is sealed under dry nitrogen because it is sensitive to moisture, and should be stored in original containers in a dry area. Storage temperature must be between 40 °F and 90 °F. Once the packaging has been opened, the useful life of the material is greatly reduced and should be used as soon as possible. Shelf life: 2 years.

Limitations

DE NEEF® Flex LV PRe must be used with DE NEEF® Flex Cat PRe.

Low temperatures will significantly affect viscosity. Flex LV PRe is not designed for void filling and must be used in compression. If site temperatures are extremely low, heat bands or heated water baths may be used on the pails before and during installation to maintain the product's temperature. Avoid splashing water into open containers, as the material is water activated. Avoid exceeding 90°F when warming.

CAUTION: pH NOTICE. Water used to activate PRe Grouts must be in the pH range of 3–10 for optimum foam quality.

Health and Safety

Always use protective clothing, gloves and goggles consistent with OSHA regulations. Avoid eye and skin contact. Do not ingest. Refer to SDS. For emergencies, call CHEMTREC 1-800-424-9300.

Properties

DE NEEF® FLEX LV PURE RESIN		
Solids	100%	ASTM D2369
Viscosity	550 cps at 77°F	ASTM D2196
Color	Pale yellow	
Density	1.02 g/cm ³	ASTM D4659
Flashpoint	>270°F	ASTM D93
Corrosiveness	Non-corrosive	
DE NEEF® FLEX CAT PURE		
Viscosity	15 cps at 77°F	ASTM D2196
Color	Clear to pale grey	
Flashpoint	221°F	ASTM D93
DE NEEF® FLEX LV PURE CURED		
Density confined	1.00 g/cm ³	ASTM D3574
Density free	about 3 PCF	ASTM D3574
Tensile strength	>174 psi	ASTM D3574
Elongation %	100	ASTM D3574

Phthalate free- no phthalate-based plasticizers
Unregulated for transport- no hazmat shipping
Reformulated TDI free-all MDI based technology.
environmentally friendly-NSF/ANSI 61 approved.



Flex LV PRe when combined with Flex CAT PRe is certified by WQA to NSF/ANSI 61 for materials safety only, as verified and substantiated by test data. Please refer to WQA website (www.wqa.org) for use ratios and limitations.

gcpat.com | North America Customer Service: 1 877-4AD-MIX1 (1 877-423-6491)

We hope the information here will be helpful. It is based on data and knowledge considered to be true and accurate, and is offered for consideration, investigation and verification by the user, but we do not warrant the results to be obtained. Please read all statements, recommendations, and suggestions in conjunction with our conditions of sale, which apply to all goods supplied by us. No statement, recommendation, or suggestion is intended for any use that would infringe any patent, copyright, or other third party right.

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GCP Applied Technologies Inc., 62 Whittemore Avenue, Cambridge, MA 02140 USA.

In Canada, GCP Canada, Inc., 294 Clements Road, West, Ajax, Ontario, Canada L1S 3C6.

This document is only current as of the last updated date stated below and is valid only for use in the United States. It is important that you always refer to the currently available information at the URL below to provide the most current product information at the time of use. Additional literature such as Contractor Manuals, Technical Bulletins, Detail Drawings and detailing recommendations and other relevant documents are also available on www.gcpat.com. Information found on other websites must not be relied upon, as they may not be up-to-date or applicable to the conditions in your location and we do not accept any responsibility for their content. If there are any conflicts or if you need more information, please contact GCP Customer Service.

Last Updated: 2021-02-05

gcpat.com/solutions/products/de-neef-waterproofing-injection-solutions/de-neef-flex-lv-pure

FARRELL VERTICAL PATCH

PRODUCT DATA SHEET



Non-Slumping, Fast-Setting Patching Mortar

DESCRIPTION: Farrell Vertical Patch is a general purpose polymer-modified concrete repair mortar for concrete floors, walls, precast, tilt-up and masonry surfaces. It can be used for horizontal and vertical applications to provide a durable repair that can be shaped by shaving or sanding.

USES: Outstanding repair material for concrete pipe, curbs, sidewalks, formed and precast concrete. It can be used for vertical, overhead & horizontal repairs. Farrell Vertical Patch is used at no slump consistency.

ADVANTAGES

1. Non-slumping
2. Quick setting
3. High structural strength
4. Non-shrinking
5. Needs no bonding agent
6. Labor saving

TECHNICAL DATA

Set time – Initial 15 minutes

Compressive strength –

1 day 3100 PSI

7 days 4500 PSI

28 days 6200 PSI

Set expansion - .09%

Farrell Vertical Patch was tested according to ASTM C109 for compressive strength.

YIELD: .43 cubic feet

PACKAGING: 50 lb. Poly lined bag.

INSTALLATION:

PREPARATION: The concrete must be sound and free of all foreign material, including oil, grease, dust, laitance or other surface contaminants. For maximum durability, saw cut the perimeter of the repair 1/8" deeper than the depth of the repair, creating a notched, reinforced edge. Mechanically abrade the surface by an engineered approved method in accordance with ICRI 310.2 Guideline to a minimum CSP 5. All concrete surfaces to be repaired must be in a saturated-surface-damp (SSD) condition with no standing water on the surface.

PRIMING/SCRUB COAT: As an alternative, apply a scrub coat of the properly mixed repair mortar by scrubbing a thin layer into the predampened substrate with a stiff brush. Place the repair mortar immediately before the bond coat dries.

MIXING: Mix 6.75 – 7.25 pints (depending on desired consistency) of clean water per 50 pound bag of material. Mix with a low speed drill. Add recommended amount of clean water into the container, followed by the Vertical Patch. Mix 2 to 3 minutes. Mix only what can be applied within the

setting period.

- Keep material cool
- Mix with cold water
- Keep surface cool and apply early in day.
- Avoid working in direct sunlight.
- Prepare small batches only

APPLICATION: Always apply scrub coat mixture (patch mixed with sufficient water to a batter-type consistency) with brush over area to be patched including all exposed steel rods, etc., then fill patch area with Farrell Vertical Patch (mixed to mortar consistency) with trowel. Trowel Farrell Vertical Patch firmly into the prepared area ensuring intimate contact with the bonding surface. Use slightly more material than is needed and roughly shape during placement. After the initial set, when Farrell Vertical Patch is surface hard, shave the material to the desired final shape using a steel trowel. Maximum depth of neat repair mortar is 1" for each lift. Additional lifts can be placed after the original lift has achieved set. The original lift should be left with a rough surface to improve bond between lifts.

FLOORS/CURBS: Cut out defective area to be patched at 90° angle to adjacent surface. Dampen area thoroughly and apply Vertical Patch slurry with brush. Apply Vertical Patch in maximum 1/2" layers. Keep area DAMP. Apply successive layers within 20 minutes. Apply water to dampen completed patch area for one hour for proper curing.

DO NOT

1. Stir constantly.
2. Re-temper. (Loss of strength and defective patch will develop)
3. Add any other admixes.
4. Apply below freezing.
5. Mix large quantities at a time.
6. Apply on non-slurred surfaces.
7. Fill over 1/2" layers per application.

COVERAGE: 1 lb. fills approximately 16 cubic inches.

CAUTION: Cement powder or freshly mixed concrete, grout or mortar may cause skin injury. Avoid contact with skin and wash exposed skin areas promptly with water. If any cement powder or mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention.

WARRANTY: This product is manufactured with high quality raw materials, in strict compliance with Farrell Equipment & Supply's specifications. Farrell guarantees the purchase price of the product or will provide a replacement when applied according to manufacturer's instructions. Improper mixing and application, along with environmental factors beyond Farrell's control, voids this warranty. All warranty claims are up to Farrell's discretion.



MADE IN USA

FARRELL EQUIPMENT & SUPPLY CO.

EAU CLAIRE

715-835-4334
Fax: 715-835-4356
1510 N Hastings Way
Eau Claire, WI 54703

APPLETON

920-903-1985
Fax: 920-903-8278
3920 E Endeavor Drive
Appleton, WI 54915

LA CROSSE

608-796-9300
Fax: 608-796-9435
508 Monitor Street
La Crosse, WI 54603

MADISON

608-222-5372
Fax: 608-222-5405
6809 Mangrove Lane
Monona, WI 53713

ROCHESTER

507-252-0234
Fax: 507-252-0222
1635 3rd Avenue SE
Rochester, MN 55904

ST. PAUL

651-756-8932
Fax: 651-756-8864
2310 Ventura Drive
Woodbury, MN 55125

WAUSAU

715-355-8300
Fax: 715-298-1662
7405 Commerce Drive
Weston, WI 54476



686 S. Adams St.
Kansas City, KS. 66105
(913) 321-9000

Item 12.

Raven® 755

High Early Strength Repair Mortar

Technical Data Sheet

Selection & Specification Data

Description

Raven® 755 is designed as a reinforced, trowel or spray applied high early strength underlayment / repair material. **Raven 755** can be a stand-alone product or may be top coated with Raven products after 24 hours. Raven 755 is a proprietary Portland cement formulation.

Application Thickness

Raven 755 is designed for minimum application of at least ½" thick and up to 2 inches per lift. Additional thickness may be applied in successive lifts.

Coverage

Theoretical coverage is 13.7 square feet per 60-pound bag at ½" nominal thickness (yielding 0.57 cubic feet per bag). Actual surface coverage will depend upon substrate roughness and irregularities.

Physical Properties

Test	Method	Result
Compressive Strength	ASTM C109, 28 days	> 9,000 psi
Flexural Strength	ASTM C293	> 1,500 psi
Tensile Strength	ASTM C496	> 800 psi
Shrinkage @ 90% R.H.	ASTM C596	0 %
Freeze Thaw	ASTM C666, 100 cycles	No visible damage
Bond Strength	ASTM C882	> 2,000 psi
Applied Density		135 ± 5 lbs./ft³

The value ranges stated in this Technical Data Sheet are based on system processing under controlled laboratory conditions. Equipment configuration and/or field application conditions may produce variances in the final system values.

Surface Preparation

Before application surfaces shall be damp but free of flowing or excess water, a Saturated, Surface Dry (SSD) condition is recommended. Follow standard practices: the substrate must be prepared in a manner that provides a uniform, clean, sound, and neutralized surface with all active leaks stopped. The substrate must be free of all contaminants, such as oil, grease, rust, scale, or deposits. Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer, chisel, or scraper.

Concrete and Masonry

Surfaces must be sound and contaminant-free with a surface profile equivalent to a minimum of CSP 5 in accordance with ICRI Technical Guideline No. 310.2R-2013. This can generally be achieved by abrasive blasting, shot blasting, high pressure water cleaning, water jetting, or a combination of methods.

Components and Mixing

Dry cement powder, 60 pounds per bag, is to be mixed with 1.2 to 1.5 gallons of clean, potable water (or as recommended by Raven based upon application conditions). Follow mixing procedures noted on product bag.

Application

Apply with a cementitious spray system, steel/wood trowel or other suitable method. Optimal mixing and application is achieved with the use of a Raven approved low velocity cementitious spray system (such as the Graco M680 Mortar Pump).

Application Temperatures

No application shall be made when ambient temperature is 40°F or less or when substrate temperatures are (or may become within 24 hours of application) less than 35°F. Precautions shall be taken to keep the ambient, substrate, and mix temperature below 90°F at time of application. Water temperature shall not exceed 80°F. Chill with ice if necessary.



Raven® 755

High Early Strength Repair Mortar

Technical Data Sheet

Cure Time

Caution should be taken to minimize exposure of applied product to sunlight and air movement. If time between applications of additional product is to be longer than 15 minutes, place cover over structure to restrict air movement. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes. In extremely hot and arid climates, surfaces shall be shaded while application is in process.

In environments where the humidity level is below 70% the applied product shall be kept damp or coated with Raven 155, Raven 171FS, or Raven 175 primers to prevent moisture loss.

At 72°F, working time is 30 minutes, initial set time is 8 hours and cure 24 hours before surface preparation for polymer topcoat.

Cleanup & Safety

Cleanup

Cured product may be disposed of without restriction.

Safety

SDS's are available on the website, (www.ravenlining.com) or upon request. Consult the Safety Data Sheet for this product concerning health and safety information before using. Strictly follow all notices on the Safety Data Sheet and container label. If you do not fully understand the notices and procedures provided on the SDS or if you cannot strictly comply with them, do not use this product. Actual safety measures are dependent on application methods and work environment. Keep uncured product away from children at all times.

Packaging, Shelf Life & Storage

Packaging

Available in 60 pound bags with 40 bags per pallet. Raven 755 is available through Raven Certified Applicators.

Shelf Life

Product shelf life is 1 year from purchase date in sealed bags, stored in a sheltered area between 40°F and 110°F. Materials are to be kept dry and protected from weather.

Warranty

Limited Warranty. Company warrants its goods to be free of manufacturing defects. Goods manufactured by Company will comply with all applicable federal, state and local laws and regulations. Company makes no warranty as to any parts or equipment manufactured by others. Customer shall look solely and only to the manufacturer of such parts or equipment with respect to any warranty claims. Company hereby assigns to Customer the original manufacturer's warranties to all such equipment and parts, to the full extent permitted. THE AFORESAID IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Limitation of Liability. COMPANY'S LIABILITY FOR DEFECTIVE OR NON-CONFORMING GOODS SHALL BE LIMITED TO, AND SHALL IN NO EVENT EXCEED, THE AMOUNT PAID BY CUSTOMER FOR SUCH DEFECTIVE OR NON-CONFORMING GOODS. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS. In no event may any claim by Customer arising from or relating to any sale of any goods or services referenced herein be brought more than one year after the date of delivery of such Goods.

AGENDA SECTION	CONSENT
MEETING DATE	AUGUST 22, 2022

ITEM:	Rental Occupancy Licenses for Approval										
DEPARTMENT: Fire		BY/DATE: Assistant Chief Dan O'Brien, 8/22/22									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table border="0"> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input checked="" type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input checked="" type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel										
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<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

BACKGROUND: Consideration of approval of attached list of rental housing license applications

RECOMMENDED MOTION:
MOTION: Move to approve the items listed for rental housing license applications for August 22, 2022, in that they have met the requirements of the Property Maintenance Code.

ATTACHMENT:
Rental Occupancy Licenses for Approval – 8-22-22



COLUMBIA HEIGHTS

PROPERTY MAINTENANCE

REDISCOVER THE HEIGHTS

Item 13.

825 41st Avenue NE • Columbia Heights, MN 55421 • Ph: (763) 706-8156 • Email: fireinspections@columbiaheightsmn.gov • heightsfire.com

City Council Rental Occupancy Licenses for Approval.

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Avery, Alan 4201 Monroe St NE Columbia Heights, MN 55421	4201 Monroe St NE	22-0005171 Rental License [1 - 3 Units] Number of licensed units: 3 \$300.00
Bajracharya, Sabin 17872 Cleary Trail SE Prior Lake, MN 55372	301 Kathy Ln NE	22-0004730 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Blaha, Kyle 4002 Cleveland St NE Columbia Heights, MN 55421	4000 Cleveland St NE 4002 Cleveland St NE	22-0005303 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Brown, Cynthia 4223 2nd St NE Columbia Heights, MN 55421	4221 2nd St NE	22-0005319 Family Exempt Rental License Number of licensed units: 1 \$75.00
Buecksler, Caleb 517 Heinel Dr Roseville, MN 55113	3815 Pierce St NE 3813 Pierce St NE	22-0005297 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Campoverde-Nistler, Nicole 2105 Argonne Dr NE Columbia Heights, MN 55421	1411 37th Ave NE 3700 Lincoln St NE	22-0005288 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Carvajal, Tomas Milrinonetide LLC 16205 Franklin Trail Prior Lake, MN 55372	4645 Washington St NE Up/Down	22-0005206 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Chee, Lit 1388 Old Highway 8 NW New Brighton, MN 55112	4619 Taylor St NE 4621 Taylor St NE	22-0005198 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Chen, Jenn-Yuan 6601 Sherman Lake Road Lino Lakes, MN 55038	1211 Cheery Ln NE 1213 Cheery Ln NE	22-0005125 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Cordell, Andrew 3719 Hayes St NE Columbia Heights, MN 55421	3719 Hayes St NE	22-0005491 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

**New License*

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Cox, Bryan 5026 Jefferson St NE Columbia Heights, MN 55421	600 51st Ave NE	22-0005522 License Transfer: Rental License Transfer Fee Number of licensed units: 4 \$25.00
Demetriou, Martha 11159 Holland Cir Eden Prairie, MN 55347	4654 Tyler St NE	22-0004665 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
Dunleavy, Mark Mark Dunleavy Realty LLC 5912 Independence Ave N New Hope, MN 55428	3725 Main St NE	22-0005145 Rental License [Over 3 Units] Number of licensed units: 4 \$338.00
Esso, Lawrence ESSO Apartments LLC 3328 East Lake St Minneapolis, MN 55406	4318 3rd St NE	22-0004987 Rental License [Over 3 Units] Number of licensed units: 5 \$360.00
Hedin, Carrie Columbia Heights Leased Housing Associates III 4729 Grand Ave NE Columbia Heights, MN 55421	1069 Grandview Ct NE	22-0004399 Rental License [Over 3 Units] Number of licensed units: 88 \$2,336.00
Hedin, Carrie Columbia Heights Leased Housing Association 4729 Grand Ave NE Columbia Heights, MN 55421	4729 Grand Ave NE	22-0004498 Rental License [Over 3 Units] Number of licensed units: 60 \$1,720.00
Huffman, Patrick 11262 Tyler St Blaine, MN 55434	4002 Reservoir Blvd NE 4004 Reservoir Blvd NE	22-0005304 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Isse, Hodan 8458 Kirby Lionsdale Dr Lorton, VA 22079	351 Naegele Ave NE	22-0005143 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Jamal, Khalid 5190 Buchanan Street NE Fridley, MN 55421	1141 Cheery Ln NE 1143 Cheery Ln NE	22-0005122 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Johnson, Clifford 1027 43 1/2 Ave NE Columbia Heights, MN 55421	1027 43 1/2 Ave NE 1029 43 1/2 Ave NE	22-0005267 Family Exempt Rental License Number of licensed units: 2 \$75.00
Kaur, Kiranjit 10592 Three Oaks Ln Champlin, MN 55316	3929 Ulysses St NE	22-0005158 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Kinch, Susan 1223 Cir Terrace Blvd NE Columbia Heights, MN 55421	1221 Circle Terrace Blvd NE	22-0005126 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Lindeen, Jerry TL Apartments, LLC 1148 Heritage Dr Shakopee, MN 55379	5025 University Ave NE	22-0005025 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
Maldonado-Johnson, Nuvia 175 Main St S Pine City, MN 55063	4216 Jackson St NE	22-0005173 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Manthey, Erin LOX Properties LLC 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #208	22-0005118 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Mariuci, Fabio 4248 Washington St NE Columbia Heights, MN 55421	5148 4th St NE	22-0005457 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
McCracken, Corey Empower Funding LLC 2400 Grand St NE Minneapolis, MN 55418	4232 5th St NE	22-0005174 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
McFarlane, Greg Second Chance House LLC 3980 5th St NE Columbia Heights, MN 55421	400 40th Ave NE	22-0004971 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Mora, Luis 3825 Hayward Ct S Monticello, MN 55362	4644 Washington St NE Up/Down	22-0005205 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Musatau, Filipp 13132 Tilden Ave N Champlin, MN 55316	4201 6th St NE	22-0004982 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Ochoa, Luis 5007 Jackson St NE Columbia Heights, MN 55421	5009 Jackson St NE	22-0005023 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Orfali, Jamil 13007 Powderhorn St Austin, TX 78727	2345 45th Ave NE	22-0005293 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Ortiz, Gladys 2509 W. 93rd St. Bloomington, MN 55431	4311 Monroe St NE	22-0004460 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Osman, Moonir 22820 Zion Pkwy NW Oak Grove, MN 55005	650 47 1/2 Ave NE	22-0005224 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Pham, Laura 1005 Lincoln Terrace Columbia Heights, MN 55421	4935 Tyler St NE	22-0005349 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Plaza Criello, Freddy 2530 Jackson St Minneapolis, MN 55418	4117 7th St NE	22-0005313 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Reyes, Ever 10530 Partridge Cir NW Coon Rapids, MN 55433	3716 Jackson St NE	22-0005511 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Rifai, Samiha 608 37th Avenue NE Minneapolis, MN 55421	1071 Polk Pl NE 1069 Polk Pl NE	22-0005119 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Rifai, Samiha 608 37th Avenue NE Minneapolis, MN 55421	3987 Johnson St NE 3985 Johnson St NE	22-0005163 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Rozman, Michael Lynde Investment Company, LLP 2700 Drew Ave S Minneapolis, MN 55416	4050 4th St NE	22-0005166 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
Rozman, Michael Lynde Investment Company, LLP 2700 Drew Ave S Minneapolis, MN 55416	5121 University Ave NE	22-0005218 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
Rozman, Michael Lynde Investment Company, LLP 2700 Drew Ave S Minneapolis, MN 55416	5131 University Ave NE	22-0005219 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
Schreiber, Austin 3809 Pierce St NE Columbia Heights, MN 55421	3809 Pierce St NE 3807 Pierce St NE	22-0005295 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Small, Stephanie 1091 Polk Circle Columbia Heights, MN 55421	1093 Polk Cir NE	22-0005121 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Sorensen, Jana 5189 Sundial Ct Woodbury, MN 55129	3850 Jackson St NE	22-0005366 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Sturdevant, Joseph 6182 Heather Circle NE Fridley, MN 55432	1043 Polk Pl NE Up/Down	22-0005115 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Sultana, Zehra Waterstone Investments Inc. 8445 Center Dr Spring Lake Park, MN 55432	1164 Cheery Ln NE 1162 Cheery Ln NE	22-0004922 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Sultana, Zehra Clifton Properties, LLC 8445 Center Dr Spring Lake Park, MN 55432	1314 43 1/2 Ave NE	22-0004930 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Tohey, Joseph Millennium Carpet Inc. 544 Summit Street NE Columbia Heights, MN 55421	4532 Fillmore St NE 4534 Fillmore St NE	22-0005192 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Yan, Lee MPH Central 3853 Central Ave NE Columbia Heights, MN 55421	940 39th Ave NE	22-0004528 Rental License [Over 3 Units] Number of licensed units: 11 \$642.00
Yarphel, Tenzing 743 Torchwood Ct New Brighton, MN 55112	1725 37th Ave NE	22-0005138 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Zhou, Julia Space Max Apartments LLC 4111 Central Ave NE#208 Columbia Heights, MN 55421	1450 47th Ave NE 1440 47th Ave NE	22-0004935 Rental License [Over 3 Units] Number of licensed units: 20 \$690.00

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	AUGUST 22, 2022

ITEM:	License Agenda.										
DEPARTMENT: COMMUNITY DEVELOPMENT		BY/DATE: Alicia Howe (August 17, 2022)									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table> <tr> <td><input checked="" type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input checked="" type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input checked="" type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel										
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<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

BACKGROUND: Attached is the business license agenda for the August 22, 2022, City Council meeting. This agenda consists of applications for 2022 Contractor Licenses. At the top of the license agenda there is a phrase stating "*Signed Waiver Form accompanied application", noting that the data privacy form has been submitted as required. If not submitted, certain information cannot be released to the public.

RECOMMENDED MOTION(S):
MOTION: Move to approve the items as listed on the business license agenda for August 22, 2022 as presented.

ATTACHMENT(S):
Contractor Licenses – 2022

TO CITY COUNCIL AUGUST 8, 2022

*Signed Waiver Form accompanied application

Contractor Licenses – 2022

Renewal:

*JOE’S SEWER SERVICE	4717 HAMPSHIRE AVE N, BROOKLYN PARK, MN	\$80.00
*AMAXX MECHANICAL LLC	225 BURNCREST CT, BURNSVILLE, MN	\$80.00

CITY OF COLUMBIA HEIGHTS

FINANCE DEPARTMENT

COUNCIL MEETING OF: August 22, 2022 .

STATE OF MINNESOTA

COUNTY OF ANOKA

CITY OF COLUMBIA HEIGHTS

Motion: Move that in accordance with Minnesota Statutes the City Council has reviewed the enclosed list of claims paid by check and by electronic funds transfer in the amount of \$1,173,593.12.

08/18/2022 10:46 AM
User: mchristensen
DB: Columbia Heights

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
CHECK DATE FROM 08/05/2022 - 08/18/2022

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Item 15.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
08/05/2022	MAIN	73 (E)	71151	BOND TRUST SERVICES CORP	BOND DEBT SVC	372.7000.46110	28,006.25
08/09/2022	MAIN	75 (E)	071422 CC	WELLS FARGO CREDIT CARD	FRAUDULENT CHARGES-CC STMT 071422	101.0000.11500	131.80
		75 (E)	071422 CC		CREDIT FRAUDULENT CHARGES-CC STMT 0101.0000.11500		(30.71)
		75 (E)	070622 WM		FOOD/GENERAL SUPPLIES-SENIOR PROGRA	101.0000.20815	(1.27)
		75 (E)	062422 WM		CANDY-JAMBOREE PARADE, DRINKS-STAFF	101.0000.20815	(17.61)
		75 (E)	062322 TGT		CANDY-ART & INFO FAIR, WATER-PARADE,	101.0000.20815	(3.16)
		75 (E)	071422 CC		CREDIT FRAUDULENT CHARGES-CC STMT 0101.0000.37640		(2.00)
		75 (E)	0727403		1000 COUNT BLUE RAFFLE TICKETS	101.1110.42171	8.95
		75 (E)	6868215		MOVIES FOR MOVIE IN THE PARK	101.1110.42171	25.58
		75 (E)	7071400		PACKAGING TAPE	101.1110.42171	37.16
		75 (E)	20220525-4A10		GENERATOR-ART & INFO FAIR	101.1110.42171	425.00
		75 (E)	20220525-4A13		SPEAKERS-ART & INFO FAIR	101.1110.42171	70.00
		75 (E)	062322 DT		TABLE COVERS-ART & INFO FAIR	101.1110.42171	5.00
		75 (E)	02956Q		ICE CREAM-ART & INFO FAIR	101.1110.42171	800.00
		75 (E)	062222 BT		TABLE COVERS-ART & INFO FAIR	101.1110.42171	3.93
		75 (E)	3216209		BLANK CAR MAGNETS 17X12	101.1110.43430	104.97
		75 (E)	10044559		MUSIC IN THE PARK FACEBOOK AD	101.1110.43430	5.00
		75 (E)	MNPLR2022SMMRWYK0C		REGIST-MNP ELRA CONFERENCE KW	101.1320.43105	250.00
		75 (E)	R946B8-1		LODGING-LMC CONF DULUTH KB	101.1320.43320	377.42
		75 (E)	638471		LODGING DEPOSIT-MPELRA CONF 081722	101.1320.43320	100.00
		75 (E)	187941384		MEAL-LMC CONF DULUTH 062122	101.1320.43320	25.38
		75 (E)	410224		PARKING-LMC CONF DULUTH 062122	101.1320.43320	10.00
		75 (E)	474374		PARKING-LMC CONF DULUTH 062322	101.1320.43320	10.00
		75 (E)	063022 NPELRA		MEMBERSHIP NPELRA	101.1320.44330	107.50
		75 (E)	EUSP2277858799		BSA CONFERENCE TRAVEL INSURANCE	101.1510.43320	140.25
		75 (E)	MVG V852		3 POCKETJET PRINTERS-SQUADS	101.2100.42011	1,176.93
		75 (E)	9424		PILOT TEST PREP-A.NIGHTINGALE	101.2100.42070	30.03
		75 (E)	F3E10T1		VIRTUAL GROUND SCHOOL-A.NIGHTINGALE	101.2100.42070	310.63
		75 (E)	23046959		400 CHPD LIP BALM-RECRUITING	101.2100.42170	424.53
		75 (E)	23046914		350 LANYARDS-RECRUITING	101.2100.42170	520.96
		75 (E)	9813042		PHONE BELT CLIP HOLSTER-MM	101.2100.42171	16.25
		75 (E)	4605010		2 10-PK FLASH DRIVES	101.2100.42171	53.08
		75 (E)	75557860		SALES TAX CREDIT	101.2100.42171	(13.46)
		75 (E)	071322 TGT		COFFEE FOR MEETINGS	101.2100.42175	26.58
		75 (E)	062122 CUB		DINNER-MAC MEETING	101.2100.42175	75.13
		75 (E)	070522 CUB		SNACKS-CITY COUNCIL MTG	101.2100.42175	23.97
		75 (E)	062422 SAMS		SNACKS- OFFICERS JAMBOREE PARADE	101.2100.42175	137.24
		75 (E)	071322 CUB		CAKE-BOSKOVIC SWEARING IN	101.2100.42175	36.99
		75 (E)	062422 CUB		ICE FOR BEVERAGES-JAMBOREE PARADE	101.2100.42175	26.94
		75 (E)	262900		EXPUNGEMENT TRAINING, JSABIN	101.2100.43105	88.00
		75 (E)	262870		ADV DATA PRACTICES-ROMANIK & SABIN	101.2100.43105	
		75 (E)	0000845		REPULS INSTR TRNG-NOLL, URBANIAK, WEI	101.2100.43105	415.80

135

08/18/2022 10:46 AM
User: mchristensen
DB: Columbia Heights

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
CHECK DATE FROM 08/05/2022 - 08/18/2022

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Item 15.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		75 (E)	220712-13-2		LUNCH-CITY/SCHOOL DIST SRO&OUTREACH	101.2100.43310	65.84
		75 (E)	20237636		PARKING-BOSKOVIC NATURALIZATION CER	101.2100.43310	10.00
		75 (E)	72344568028899		FLIGHT CIT CONF-SOC WKR E.BULLER	101.2100.43320	882.20
		75 (E)	952523347		TRIP PROTECTION-CIT CONF E.BULLER	101.2100.43320	77.99
		75 (E)	20220706-000723		TIME IQ SUBSC 0706-080522	101.2100.44030	76.00
		75 (E)	02786008		LICENSE TABS #8203	101.2100.44310	0.35
		75 (E)	2352211		AMAZON PRIME MEMBERSHIP	101.2100.44330	14.99
		75 (E)	02786008		LICENSE TABS #8203	101.2100.44390	14.25
		75 (E)	MLSPOS000107370		BOSKOVIC POST LICENSE	101.2100.44390	91.94
		75 (E)	MLSPOS000108023		POST LICENSE	101.2100.44390	91.94
		75 (E)	7901832		ROCK N RESCUE ROPE BAG	101.2200.42010	53.95
		75 (E)	2008116070211		19 - DELL 32" MONITORS	101.2200.42011	3,962.61
		75 (E)	2008116058919		19 - DELL 32" MONITORS	101.2200.42011	3,962.61
		75 (E)	6221068		BANKERS BOXES	101.2200.42171	64.99
		75 (E)	992920		BEDBUG FOGGER,BEDBUG KILLER	101.2200.42171	36.40
		75 (E)	9997050		DISPOSABLE GLOVES	101.2200.42173	119.00
		75 (E)	8024		HELMET NAME DECALS	101.2200.42173	64.00
		75 (E)	07032022		FIRST IN & UNDERSTAFFED COURSE-KM,E	101.2200.43105	300.00
		75 (E)	247088602001		PUSH PINS,LTR OPNER,STAPLER,ENVLPS,	101.2300.42000	221.41
		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	101.3100.42000	8.34
		75 (E)	8715466		64GB MEMORY CARDS	101.3100.42012	31.89
		75 (E)	2681839		USB SD CARD READER	101.3100.42012	53.67
		75 (E)	0933043		CAMERA BIKE MOUNT KIT,20' USB CABLE	101.3100.42171	68.96
		75 (E)	P01714262030		ALLERGY & FLU HEPA FILTER	101.3100.42171	69.00
		75 (E)	0933043		CAMERA BIKE MOUNT KIT	101.3100.42171	(28.97)
		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	101.3121.42000	8.33
		75 (E)	9070655		TRAILER CABLES	101.3121.42171	18.56
		75 (E)	1077145		SHIP MINI TRUCK	101.3121.43050	77.00
		75 (E)	9142		ROAD MANAGER SOFTWARE LICENSE 06192	101.3121.44030	50.00
		75 (E)	6832219		AMAZON PRIME REFUND	101.5000.44330	(119.00)
		75 (E)	8284256		POLY-DOTS,CONES,HEAT TRANSFER LETTE	101.5001.42171	89.47
		75 (E)	3620248		GLOW STICKS-JAMBOREE DANCE CAMP	101.5004.42170	20.98
		75 (E)	062322 TGT		CANDY-ART & INFO FAIR,WATER-PARADE,	101.5004.42171	60.04
		75 (E)	062422 WM		CANDY-JAMBOREE PARADE,DRINKS-STAFF	101.5004.42175	287.44
		75 (E)	061522 TGT		SUMMER PARK PROGRAM SUPPLIES	101.5004.42175	19.44
		75 (E)	062322 TGT		CANDY-ART & INFO FAIR,WATER-PARADE,	101.5004.42175	49.10
		75 (E)	76		DINNER-THEATER REHEARSAL NIGHT	101.5004.42175	44.92
		75 (E)	070622 DOM		DINNER-THEATER REHEARSAL NIGHT	101.5004.42175	64.17
		75 (E)	070622 WM		FOOD/GENERAL SUPPLIES-SENIOR PROGRA	101.5040.42171	31.44
		75 (E)	070622 WM		FOOD/GENERAL SUPPLIES-SENIOR PROGRA	101.5040.42175	142.18
		75 (E)	0322		PATRIOTIC CONCERT-SENIORS	101.5040.43050	
		75 (E)	19473		GLASS FOR DISPLAY CASE	101.5129.44000	

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		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	101.5200.42000	8.33
		75 (E)	5475462		DRY ERASE MARKER SETS	101.5200.42000	19.82
		75 (E)	9070655		TRAILER CABLES	101.5200.42171	18.56
		75 (E)	1077145		SHIP MINI TRUCK	101.5200.43050	77.00
		75 (E)	3373054		GARDEN TWINE, STRAP STAKING, PRUNERS	101.6102.42171	183.77
		75 (E)	6601038		T POST CAPS	101.6102.42171	79.20
		75 (E)	10-08784-61346		SLOAN MODULE FOR WATER CLOSET	240.5500.42171	145.00
		75 (E)	389365		BUNKER BEACH GROUP RESERVATION	261.5014.44200	500.00
		75 (E)	1176201		HEADBANDS, PONY BEADS-PROGRAM CRAFTS	262.5016.42170	38.17
		75 (E)	3881846		PONY BEADS-TNT/SPARKS CRAFTS	262.5016.42170	20.97
		75 (E)	8284256		POLY-DOTS, CONES, HEAT TRANSFER LETTE	262.5016.42170	23.97
		75 (E)	62922		MAKEUP WANDS-THEATER	262.5016.42170	3.99
		75 (E)	0038619		THEATER PROPS, COSTUMES	262.5016.42170	83.95
		75 (E)	4514636		COSTUME WINGS-THEATER	262.5016.42170	17.99
		75 (E)	2683463		2 WING COSTUMES-THEATER	262.5016.42170	35.98
		75 (E)	9652237		BROWN LEGGINGS-THEATER COSTUMING	262.5016.42170	44.97
		75 (E)	121206221042		TIE-DYE SUPPLIES-TNT/SPARKS T-SHIRT	262.5016.42170	135.18
		75 (E)	2281934		SCRIPTS, DIRECTOR'S MANUAL, PERFORMAN	262.5016.42170	348.63
		75 (E)	070522 SAVERS		COSTUMING-MOONSHOE THEATER PLAY	262.5016.42170	64.00
		75 (E)	061522 TGT		SUMMER PARK PROGRAM SUPPLIES	262.5016.42171	100.92
		75 (E)	070522 TGT		FANS, WAX PAPER	262.5016.42171	50.56
		75 (E)	2744265		SCREENPRINTING SPATULAS	262.5017.42170	34.28
		75 (E)	062822 MICHAELS		MARKER SET, 3D PAINT SET, POSTER-GLO	262.5017.42170	66.86
		75 (E)	410183		PLASTIC DROP CLOTHS	262.5017.42170	14.97
		75 (E)	58210500		GOOP SCOOP, ULANO FOTOCOAT	262.5017.42170	44.00
		75 (E)	58210500C		SCREENPRINTING SUPPLIES CREDIT	262.5017.42170	(43.67)
		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	601.9600.42000	8.33
		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	602.9600.42000	8.33
		75 (E)	00072		MEMBERSHIP RENEWAL 2022-2023 DAVIES	603.9530.44330	200.00
		75 (E)	120489765-001		BLUE RIP RAP STONE	604.9600.42160	2,018.81
		75 (E)	145623602		LICENSE TABS #0502	609.9791.44310	1.95
		75 (E)	145623602		LICENSE TABS #0502	609.9791.44390	78.25
		75 (E)	8738653		11X17 THERMAL POUCHES 5 MIL	701.9950.42000	8.33
		75 (E)	2008116070211		19 - DELL 32" MONITORS	720.0000.14100	440.29
		75 (E)	1796230		LAPTOP MEMORY, DESKTOP MEMORY	720.9980.42011	61.98
		75 (E)	TEC220619-8928-701		CAMTASIA UPGRADE, SUPPORT	720.9980.44030	49.75
		75 (E)	TEC220705-3178-959		SNAG-IT UPGRADE, SUPPORT	720.9980.44030	12.49
		75 (E)	INV4384547		ENHANCED DYNAMIC DNS (75 HOSTNAMES)	720.9980.44030	74.85
		75 (E)	10069192		CHIP CLIP GIVEAWAYS	883.1110.42171	581.57

23,280.93

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08/11/2022	MAIN	191737	J99222/R	ACE HARDWARE	HOSE FITTINGS	101.5200.42171	47.98
08/11/2022	MAIN	191738	3562831923	AMERICAN BOTTLING COMPANY	080322 INV	609.0000.14500	266.75
08/11/2022	MAIN	191739	198959	AMERICAN CYLINDER INC	HYDROTEST	101.2200.43050	102.72
08/11/2022	MAIN	191740	B220720G	ANOKA COUNTY	BROADBAND CONN 0822	101.2100.43250	37.50
		191740	B220720G		BROADBAND CONN 0822	101.2200.43250	37.50
		191740	B220720G		BROADBAND CONN 0822	101.3100.43250	18.75
		191740	B220720G		BROADBAND CONN 0822	101.3121.43250	3.75
		191740	B220720G		BROADBAND CONN 0822	101.5200.43250	3.75
		191740	B220720G		BROADBAND CONN 0822	601.9600.43250	3.75
		191740	B220720G		BROADBAND CONN 0822	602.9600.43250	3.75
		191740	B220720G		BROADBAND CONN 0822	701.9950.43250	3.75
							112.50
08/11/2022	MAIN	191741	2500065115	ARAMARK UNIFORM & CAREER AP	080222 MOPS,MATS,TOWELS	609.9791.44020	100.08
		191741	2500067379		080422 MOPS,MATS,TOWELS	609.9793.44020	49.51
							149.59
08/11/2022	MAIN	191742	297741	ASPEN MILLS, INC.	PANTS, SHIRTS, PATCHES	101.2100.42172	219.50
		191742	297117		VEST CARRIER, EMBROIDERY	101.2100.42172	36.46
							255.96
08/11/2022	MAIN	191743	222007	ASSURED SECURITY INC	REPLACE DOOR SWEEP	101.2100.44020	97.07
		191743	222007		REPLACE DOOR SWEEP	101.2200.44020	97.08
							194.15
08/11/2022	MAIN	191744	01P77981	ASTLEFORD INTERNATIONAL	FUEL FILTERS	701.0000.14120	211.14
		191744	01P68782		WARRANTY CREDIT-CNTL ARM	701.0000.14120	(111.29)
		191744	01P67585		WARRANTY CREDIT-CORE	701.0000.14120	(28.13)
							71.72
08/11/2022	MAIN	191745	03036	BANGSTAD BREWING COMPANY LL	072022 INV	609.0000.14500	355.00
08/11/2022	MAIN	191746	248596	BARNA GUZY & STEFFEN LTD	37TH AVE TEMP EASEMENTS	402.9999.43050.2110	347.00
08/11/2022	MAIN	191747	062722	BAUER SERVICES II INC	BOARD UP 4518 MONROE ST.	415.6450.44000	2,838.36
08/11/2022	MAIN	191748	0105530100	BELLBOY BAR SUPPLY	072822 T.P.	101.0000.20815	(4.47)
		191748	0105515500		072722 INV,6PK RINGS,C-FOLD TOWELS	101.0000.20815	(3.78)
		191748	0105553400		080322 INV	609.0000.14500	90.14
		191748	0105551900		080322 INV,BAGS	609.0000.14500	212.50
		191748	0105553800		080322 INV	609.0000.14500	
		191748	0105515500		072722 INV,6PK RINGS,C-FOLD TOWELS	609.0000.14500	

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		191748	0105334500		062222 INV,BAGS	609.0000.14500	384.23
		191748	0105514300		072622 INV	609.0000.14500	(24.30)
		191748	0105551900		080322 INV,BAGS	609.9791.42171	94.00
		191748	0105530100		072822 T.P.	609.9792.42171	69.47
		191748	0105515500		072722 INV,6PK RINGS,C-FOLD TOWELS	609.9792.42171	343.78
		191748	0105334500		062222 INV,BAGS	609.9792.42171	777.50
							2,185.40
08/11/2022	MAIN	191749	0095971200	BELLBOY CORPORATION	080322 INV/DEL	609.0000.14500	6,304.64
		191749	0095970200		080322 INV/DEL	609.0000.14500	6,145.50
		191749	0095971800		080322 INV/DEL	609.0000.14500	1,249.80
		191749	0095683200		071322 INV/DEL	609.0000.14500	4,978.90
		191749	0095873400		072722 INV/DEL	609.0000.14500	1,623.30
		191749	0095874400		072722 INV/DEL	609.0000.14500	2,210.80
		191749	0095920700		072822 INV/DEL	609.0000.14500	(235.00)
		191749	0095971200		080322 INV/DEL	609.9791.42199	80.00
		191749	0095683200		071322 INV/DEL	609.9791.42199	61.00
		191749	0095874400		072722 INV/DEL	609.9791.42199	34.00
		191749	0095920700		072822 INV/DEL	609.9791.42199	(1.65)
		191749	0095970200		080322 INV/DEL	609.9792.42199	102.00
		191749	0095873400		072722 INV/DEL	609.9792.42199	22.00
		191749	0095971800		080322 INV/DEL	609.9793.42199	16.00
							22,591.29
08/11/2022	MAIN	191750	E-7173	BERGMAN LEDGE LLC	072122 INV	609.0000.14500	276.00
08/11/2022	MAIN	191751	18563	BLACK STACK BREWING	072722 INV	609.0000.14500	275.00
08/11/2022	MAIN	191752	67-125434	BMJ CORPORATION	COPPER PLUGS	701.0000.14120	37.90
		191752	67-125472		DIESEL PUMP	701.0000.14120	79.99
							117.89
08/11/2022	MAIN	191753	84602636	BOUND TREE MEDICAL LLC	GLUCAGON	101.2200.42171	1,770.37
08/11/2022	MAIN	191754	01KI6983	BRAKE & EQUIPMENT WAREHOUSE BREAKAWAY, SEALS, CAPS, PLUGS		701.0000.14120	126.60
08/11/2022	MAIN	191755	344948714	BREAKTHRU BEVERAGE MN BEER	1071922 INV 700297717	609.0000.14500	100.75
08/11/2022	MAIN	191756	345173825	BREAKTHRU BEVERAGE MN W&S	LJ080522 INV/DEL 700297717	609.0000.14500	977.39
		191756	345173826		080522 INV/DEL 700297717	609.0000.14500	553.70
		191756	345173824		080522 INV/DEL 700297717	609.0000.14500	517.50
		191756	345173823		080522 INV/DEL 700297717	609.0000.14500	4,082.25
		191756	345173827		080522 INV/DEL 700297717	609.0000.14500	186.85
		191756	345173828		080522 INV/DEL 700297736	609.0000.14500	
		191756	345078901		072922 INV/DEL 700297717	609.0000.14500	5,

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		191756	345078907		072922 INV/DEL 700297717	609.0000.14500	489.40
		191756	345078905		072922 INV/DEL 700297717	609.0000.14500	253.31
		191756	345078906		072922 INV/DEL 700297717	609.0000.14500	1,066.66
		191756	345078904		072922 INV/DEL 700297717	609.0000.14500	1,079.49
		191756	345078903		072922 INV/DEL 700297717	609.0000.14500	1,406.55
		191756	345078902		072922 INV/DEL 700297717	609.0000.14500	752.00
		191756	345078908		072922 INV/DEL 700297736	609.0000.14500	319.20
		191756	345078909		072922 INV/DEL 700297736	609.0000.14500	1,500.90
		191756	345078910		072922 INV/DEL 700297736	609.0000.14500	895.49
		191756	345078913		072922 INV/DEL 700297782	609.0000.14500	570.17
		191756	345173825		080522 INV/DEL 700297717	609.9791.42199	41.40
		191756	345173826		080522 INV/DEL 700297717	609.9791.42199	6.90
		191756	345173824		080522 INV/DEL 700297717	609.9791.42199	5.75
		191756	345173823		080522 INV/DEL 700297717	609.9791.42199	28.75
		191756	345173827		080522 INV/DEL 700297717	609.9791.42199	5.75
		191756	345078901		072922 INV/DEL 700297717	609.9791.42199	40.25
		191756	345078907		072922 INV/DEL 700297717	609.9791.42199	5.75
		191756	345078905		072922 INV/DEL 700297717	609.9791.42199	1.34
		191756	345078906		072922 INV/DEL 700297717	609.9791.42199	12.65
		191756	345078904		072922 INV/DEL 700297717	609.9791.42199	5.75
		191756	345078903		072922 INV/DEL 700297717	609.9791.42199	29.90
		191756	345078902		072922 INV/DEL 700297717	609.9791.42199	18.40
		191756	345173828		080522 INV/DEL 700297736	609.9792.42199	5.75
		191756	345078908		072922 INV/DEL 700297736	609.9792.42199	5.75
		191756	345078909		072922 INV/DEL 700297736	609.9792.42199	12.65
		191756	345078910		072922 INV/DEL 700297736	609.9792.42199	4.60
		191756	345078913		072922 INV/DEL 700297782	609.9793.42199	14.95
							20,648.55
08/11/2022	MAIN	191757	15553949-00	BROCK WHITE CO.	SPRAYER HANDLE, SPRAYER WAND	101.3121.42171	73.29
08/11/2022	MAIN	191758	2717486	CAPITOL BEVERAGE SALES LP	072722 INV	609.0000.14500	5,480.52
		191758	2713102		071822 INV	609.0000.14500	1,336.56
		191758	2714517		072022 INV	609.0000.14500	14,520.24
		191758	21510048		072022 INV	609.0000.14500	(70.50)
							21,266.82
08/11/2022	MAIN	191759	405424-00	CHAMBERLAIN OIL COMPANY INC	OIL, PURUS, COMPRESSOR OIL	701.0000.14120	688.22
08/11/2022	MAIN	191760	4126867116	CINTAS INC	TOWELS, MATS, AIR FRESH 072922	101.2100.44020	26.86
		191760	4126867116		TOWELS, MATS, AIR FRESH 072922	101.2200.44020	9.60
		191760	4126182786		UNIFORM RENTAL 072222	701.9950.42172	
		191760	4126867093		UNIFORM RENTAL, RUGS 072922	701.9950.42172	

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		191760	4126867093		UNIFORM RENTAL, RUGS 072922	701.9950.44020	46.41
							138.65
08/11/2022	MAIN	191761	24937	COMMERCIAL STEAM TEAM	CARPET CLEANING 080122	609.9791.44020	949.96
08/11/2022	MAIN	191762	500897	CRYSTAL SPRINGS ICE LLC	080322 INV/DEL	609.0000.14500	336.50
		191762	500941		080822 INV	609.0000.14500	180.70
		191762	500909		080422 INV/DEL	609.0000.14500	91.40
		191762	500896		080322 INV/DEL	609.0000.14500	87.00
		191762	500853		080122 INV/DEL	609.0000.14500	254.20
		191762	500809		072722 INV/DEL	609.0000.14500	206.60
		191762	500909		080422 INV/DEL	609.9791.42199	4.00
		191762	500853		080122 INV/DEL	609.9791.42199	4.00
		191762	500897		080322 INV/DEL	609.9792.42199	4.00
		191762	500809		072722 INV/DEL	609.9792.42199	4.00
		191762	500896		080322 INV/DEL	609.9793.42199	4.00
							1,176.40
08/11/2022	MAIN	191763	E4-29727	CUMMINS INC	REPLACE CYLINDER HEAD & GASKET	701.0000.14120	9,746.93
08/11/2022	MAIN	191764	2021203-1A12	CURBSIDE PRODUCTIONS LLC	MOVIE IN THE PARK 081122	101.1110.42171	750.00
08/11/2022	MAIN	191765	3960230	DALCO ENTERPRISES INC	TWLS, TP, WIPES, LNR, SOAP	101.2100.42171	193.73
		191765	3960230		TWLS, TP, WIPES, LNR, SOAP	101.2200.42171	193.74
							387.47
08/11/2022	MAIN	191766	INV-002202	DEFIANT DISTRIBUTORS LLC	072822 INV	609.0000.14500	106.59
08/11/2022	MAIN	191767	5293518	DISCOUNT STEEL INC	RATCHET BINDERS	101.5200.42171	100.92
		191767	5294334		CARBIDE BIT	101.5200.42171	19.98
							120.90
08/11/2022	MAIN	191768	0130162-IN	EARL F ANDERSEN INC	LED FLASHERS	212.3190.42171	549.95
08/11/2022	MAIN	191769	901334	ECM PUBLISHERS INC	PHN NO PARKING 41ST AVE 070822	101.3100.43500	75.73
		191769	898877		SEM JUNE 2022	609.9791.43420	188.00
		191769	898878		DIGITAL PROGRAMMATIC JUNE 2022	609.9791.43420	399.50
		191769	898877		SEM JUNE 2022	609.9792.43420	148.00
		191769	898878		DIGITAL PROGRAMMATIC JUNE 2022	609.9792.43420	314.50
		191769	898877		SEM JUNE 2022	609.9793.43420	64.00
		191769	898878		DIGITAL PROGRAMMATIC JUNE 2022	609.9793.43420	136.00
							1,325.73
08/11/2022	MAIN	191770	398865343388	FARAH/IBRAHIM	SEARCH WT TRNG LUNCH 031822	101.2100.43310	
08/11/2022	MAIN	191771	101283119	FLEETPRIDE INC	FILTERS	701.0000.14120	103.74

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		191771	101264864		FILTERS	701.0000.14120	90.16
		191771	100969978		FILTERS-INVENTORY	701.0000.14120	127.04
		191771	100991851		GASKET, PAN	701.0000.14120	46.45
		191771	100969986		FILTERS	701.0000.14120	67.79
		191771	101044547		FILTER	701.0000.14120	4.23
		191771	101131984		FILTERS	701.0000.14120	60.91
							500.32
08/11/2022	MAIN	191772	J99365/R	FRATTALONE'S HARDWARE & GARICONNECTOR BOX		101.2100.42171	2.39
		191772	J97507/R		FITTINGS, HOSE CLAMP	101.3121.42171	5.68
							8.07
08/11/2022	MAIN	191773	4342-875930	GENUINE PARTS/NAPA AUTO	HEADLIGHT	101.2200.42010	13.99
08/11/2022	MAIN	191774	3589213627	GREAT LAKES COCA-COLA DISTRI	080822 INV	609.0000.14500	997.16
		191774	3600215727		080822 INV	609.0000.14500	657.48
							1,654.64
08/11/2022	MAIN	191775	220729-26-17	HANSEN/KEVIN	RETIREMENT PARTY FOOD - K.YOUNG	101.1110.48200	200.00
08/11/2022	MAIN	191776	1150400	HEDBERG HOME BRICK & STONE	ONSITE ENGRAVING HENTGES GARDEN	101.3100.43050	450.00
08/11/2022	MAIN	191777	526795	HOHENSTEINS INC	072922 INV	609.0000.14500	2,495.55
		191777	524853		072222 INV	609.0000.14500	1,550.05
							4,045.60
08/11/2022	MAIN	191778	C010264	HORWITZ INC	BUILDING MAINTENANCE 070122-093022	101.1940.44020	2,472.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	101.2100.44020	1,124.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	101.2200.44020	1,124.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	101.5129.44020	1,773.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	101.5200.44020	250.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	240.5500.44020	2,722.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	601.9600.44020	25.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	602.9600.44020	75.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	609.9791.44020	824.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	609.9792.44020	724.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	609.9793.44020	275.00
		191778	C010264		BUILDING MAINTENANCE 070122-093022	701.9950.44020	1,074.00
							12,462.00
08/11/2022	MAIN	191779	IN3885713	INNOVATIVE OFFICE SOLUTIONS LABELS, PAPER CLIPS, PENS & MARKERS		101.1410.42000	43.28
		191779	IN3887849		PENS	101.1940.42000	22.04

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08/11/2022	MAIN	191780	2091190	JOHNSON BROS. LIQUOR CO.	071122 INV	609.0000.14500	537.00
		191780	2099056		072122 INV	609.0000.14500	32.00
		191780	2093164		071322 INV	609.0000.14500	451.19
		191780	2093165		071322 INV	609.0000.14500	126.00
		191780	2093166		071322 INV	609.0000.14500	944.80
		191780	2094335		071422 INV	609.0000.14500	195.50
		191780	2095457		071522 INV	609.0000.14500	3,438.00
		191780	2094338		071422 INV	609.0000.14500	324.00
		191780	2095455		071522 INV	609.0000.14500	630.00
		191780	2097809		072022 INV	609.0000.14500	403.50
		191780	6432100		072022 INV	609.0000.14500	1,680.00
		191780	2097808		072022 INV	609.0000.14500	680.35
		191780	2099063		072122 INV	609.0000.14500	698.00
		191780	2099060		072122 INV	609.0000.14500	80.00
		191780	2099062		072122 INV	609.0000.14500	190.25
		191780	2099057		072122 INV	609.0000.14500	141.00
		191780	2100246		072222 INV	609.0000.14500	93.50
		191780	2100245		072222 INV	609.0000.14500	190.25
		191780	2099056		072122 INV	609.9791.42199	1.35
		191780	2091190		071122 INV	609.9792.42199	9.45
		191780	2093164		071322 INV	609.9792.42199	2.93
		191780	2093165		071322 INV	609.9792.42199	1.35
		191780	2093166		071322 INV	609.9792.42199	6.75
		191780	2094335		071422 INV	609.9792.42199	2.70
		191780	2095457		071522 INV	609.9792.42199	13.50
		191780	2094338		071422 INV	609.9792.42199	4.05
		191780	2095455		071522 INV	609.9792.42199	5.40
		191780	2097809		072022 INV	609.9792.42199	4.06
		191780	6432100		072022 INV	609.9792.42199	35.10
		191780	2097808		072022 INV	609.9792.42199	8.10
		191780	2099063		072122 INV	609.9792.42199	13.50
		191780	2099060		072122 INV	609.9792.42199	1.35
		191780	2099062		072122 INV	609.9792.42199	1.35
		191780	2099057		072122 INV	609.9792.42199	4.05
		191780	2100246		072222 INV	609.9793.42199	2.10
		191780	2100245		072222 INV	609.9793.42199	2.10
							10,954.53
08/11/2022	MAIN	191781	4105026	LOFFLER COMPANIES INC	MAINT 080122-083122	101.0000.20815	(0.68)
		191781	4105026		MAINT 080122-083122	101.1940.44000	733.67
08/11/2022	MAIN	191782	46434	LUPULIN BREWING CO	072122 INV	609.0000.14500	267.60

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08/11/2022	MAIN	191783	INV9777562	MARCO, INC	POLICE CAMERA INSTALL CONSULT	101.2100.44020	260.00
08/11/2022	MAIN	191784	080819	MATSON/ARDENE A	FINAL/REFUND 4412 JACKSON	601.0000.20120	59.27
08/11/2022	MAIN	191785	INV805420	MAVERICK WINE COMPANY	071222 INV/DEL	609.0000.14500	1,078.02
		191785	INV805420		071222 INV/DEL	609.9791.42199	4.50
							1,082.52
08/11/2022	MAIN	191786	643496	MCDONALD DISTRIBUTING CO	072922 INV	609.0000.14500	235.50
		191786	642351		072222 INV	609.0000.14500	643.00
							878.50
08/11/2022	MAIN	191787	15989	MEGA BEER LLC	072722 INV	609.0000.14500	95.30
08/11/2022	MAIN	191788	71669	MENARDS CASHWAY LUMBER-FRIDIOSE, JOIST HANGER, SCREWS		101.2200.42171	89.84
		191788	69772		GARDEN HOSE, LEVER SPLITTER	101.3121.42171	70.53
		191788	68637		AIR FRESHNERS	701.9950.42171	9.06
							169.43
08/11/2022	MAIN	191789	0001143759	METROPOLITAN COUNCIL WASTEW	SEPTEMBER 2022 WASTEWATER	602.9480.42900	107,400.61
08/11/2022	MAIN	191790	265540	MINNESOTA SHERIFFS' ASSOCIA	ADVANCED GUN LAWS 081022 B.ROMANIK	101.2100.43105	150.00
08/11/2022	MAIN	191791	S069448	MODERN HEATING & AIR INC	HEAT PUMPS TRIPPING OUT	101.2100.44020	857.68
		191791	S069448		HEAT PUMPS TRIPPING OUT	101.2200.44020	857.69
							1,715.37
08/11/2022	MAIN	191792	E-33271	MODIST BREWING CO LLC	072822 INV	609.0000.14500	170.00
08/11/2022	MAIN	191793	256770397001	OFFICE DEPOT	COPY PAPER	101.5000.42000	59.60
08/11/2022	MAIN	191794	0001361689	ON SITE SANITATION INC	SATELLITE RENT-MCKENNA	101.5129.44100	204.00
		191794	0001361678		SATELLITE RENT-MCKENNA	101.5200.44100	124.00
		191794	0001361679		SATELLITE RENT-SULLIVAN	101.5200.44100	140.00
		191794	0001361680		SATELLITE RENT-KEYES	101.5200.44100	62.00
		191794	0001361681		SATELLITE RENT-LABELLE	101.5200.44100	62.00
		191794	0001361682		SATELLITE RENT-GAUVITTE	101.5200.44100	68.00
		191794	0001361683		SATELLITE RENT-PRESTEMON	101.5200.44100	68.00
		191794	0001361677		SATELLITE RENT-HUSET	101.5200.44100	220.00
		191794	0001361684		SATELLITE RENT-RAMSDALL	101.5200.44100	232.00
		191794	0001361685		SATELLITE RENT-SILVER LAKE	101.5200.44100	232.00
		191794	0001361686		SATELLITE RENT-HUSET	101.5200.44100	136.00
		191794	0001361687		SATELLITE RENT-HUSET	101.5200.44100	368.00
		191794	0001361688		SATELLITE RENT-LOMIANKI	101.5200.44100	

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08/11/2022	MAIN	191795	070822	ORTIZ/FLOR	REFUND DAMAGE DEPOSIT LESS FEES	101.0000.20810	29.10
		191795	070822		REFUND DAMAGE DEPOSIT LESS FEES	101.0000.34781	408.44
							437.54
08/11/2022	MAIN	191796	15117818	PARAGON DEVELOPMENT SYSTMS	HPE GEN10 SERVERS AND TAPE AUTOLOAD	720.9980.44000	4,037.24
08/11/2022	MAIN	191797	172951	PAUSTIS & SONS WINE COMPANY	072722 INV/DEL	609.0000.14500	415.00
		191797	172951		072722 INV/DEL	609.9792.42199	12.50
							427.50
08/11/2022	MAIN	191798	28-3	PETERSON/KRISTIN	MSFCA CONF MEAL REIMB 10/21/21	101.2200.43310	14.44
		191798	691783		MSFCA CONF MEAL REIMB 10/20/21	101.2200.43310	26.54
							40.98
08/11/2022	MAIN	191799	6428451	PHILLIPS WINE & SPIRITS INC	071322 INV	609.0000.14500	718.32
		191799	6432099		072022 INV	609.0000.14500	236.00
		191799	6432098		072022 INV	609.0000.14500	990.00
		191799	6432089		072022 INV	609.0000.14500	108.75
		191799	6432096		072022 INV	609.0000.14500	202.50
		191799	6428451		071322 INV	609.9792.42199	7.09
		191799	6432099		072022 INV	609.9792.42199	5.40
		191799	6432098		072022 INV	609.9792.42199	14.85
		191799	6432089		072022 INV	609.9792.42199	1.35
		191799	6432096		072022 INV	609.9792.42199	2.70
							2,286.96
08/11/2022	MAIN	191800	33169	PRAIRIE RESTORATIONS INC	VEGETATION MGMT - PS POND	101.2100.44000	350.00
		191800	33169		VEGETATION MGMT - PS POND	101.2200.44000	350.00
							700.00
08/11/2022	MAIN	191801	318913741	PREMIUM WATERS INC	073122 COOLER RENTAL	101.1110.42171	4.00
		191801	318900331		072622 WATER	101.1110.42171	17.40
		191801	318911902		073122 COOLER RENTALS	101.1510.42171	8.00
		191801	318912511		073122 COOLER RENTAL	201.2400.42171	4.00
		191801	318900334		072622 WATER	201.2400.42171	13.05
		191801	318910181		080122 WATER	609.9791.42171	13.50
		191801	318906993		072922 WATER	609.9792.42171	13.50
		191801	318910182		080122 WATER	609.9793.42171	9.00
							82.45
08/11/2022	MAIN	191802	579703	ROHN INDUSTRIES INC	SHREDDING 071822	101.2100.44000	51.82
		191802	579226		SHREDDING 070722	101.3100.43050	

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08/11/2022	MAIN	191803	062822	SARTWELL/SUE	MILEAGE 120321 - 062822	101.1510.43310	36.89
		191803	062822		MILEAGE 120321 - 062822	609.9791.43310	10.64
		191803	062822		MILEAGE 120321 - 062822	609.9792.43310	10.64
		191803	062822		MILEAGE 120321 - 062822	609.9793.43310	10.63
							68.80
08/11/2022	MAIN	191804	428692	SHORT ELLIOT HENDRICKSON IN	37TH PLACE FINAL DESIGN	402.3191.43050.2306	6,683.24
08/11/2022	MAIN	191805	2231917	SOUTHERN GLAZER'S	070722 INV/DEL	609.0000.14500	288.00
		191805	2242583		080422 INV/DEL	609.0000.14500	445.36
		191805	2242431		080422 INV/DEL	609.0000.14500	728.76
		191805	2242430		080422 INV/DEL	609.0000.14500	282.75
		191805	2239904		072922 INV/DEL	609.0000.14500	106.00
		191805	2237125		072122 INV/DEL	609.0000.14500	778.30
		191805	2231796		070722 INV/DEL	609.0000.14500	288.00
		191805	2242434		080422 INV/DEL	609.0000.14500	760.68
		191805	2242436		080422 INV/DEL	609.0000.14500	779.95
		191805	2242438		080422 INV/DEL	609.0000.14500	657.95
		191805	2242439		080422 INV/DEL	609.0000.14500	2,294.00
		191805	2242440		080422 INV/DEL	609.0000.14500	971.40
		191805	2242428		080422 INV/DEL	609.0000.14500	566.81
		191805	2239174		072822 INV/DEL	609.0000.14500	2,100.00
		191805	2239898		072922 INV/DEL	609.0000.14500	2,135.00
		191805	2239897		072922 INV/DEL	609.0000.14500	1,077.50
		191805	2239891		072922 INV/DEL	609.0000.14500	269.96
		191805	2239892		072922 INV/DEL	609.0000.14500	404.98
		191805	2239894		072922 INV/DEL	609.0000.14500	878.68
		191805	2239895		072922 INV/DEL	609.0000.14500	472.30
		191805	2239896		072922 INV/DEL	609.0000.14500	988.95
		191805	2237110		072122 INV/DEL	609.0000.14500	898.88
		191805	2239899		072922 INV/DEL	609.0000.14500	269.96
		191805	2239901		072922 INV/DEL	609.0000.14500	160.00
		191805	2239902		072922 INV/DEL	609.0000.14500	404.98
		191805	2239906		072922 INV/DEL	609.0000.14500	993.20
		191805	2239907		072922 INV/DEL	609.0000.14500	554.40
		191805	2239908		072922 INV/DEL	609.0000.14500	1,439.07
		191805	2239909		072922 INV/DEL	609.0000.14500	1,768.10
		191805	2239910		072922 INV/DEL	609.0000.14500	527.75
		191805	2239911		072922 INV/DEL	609.0000.14500	853.65
		191805	2239912		072922 INV/DEL	609.0000.14500	607.30
		191805	2234454		071422 INV/DEL	609.0000.14500	175.80
		191805	2234455		071422 INV/DEL	609.0000.14500	
		191805	2234456		071422 INV/DEL	609.0000.14500	

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		191805	9419940		080122 INV	609.0000.14500	(58.45)
		191805	2242431		080422 INV/DEL	609.9791.42199	8.96
		191805	2242430		080422 INV/DEL	609.9791.42199	3.84
		191805	2242428		080422 INV/DEL	609.9791.42199	3.84
		191805	2231791		070722 DEL	609.9791.42199	1.28
		191805	2239174		072822 INV/DEL	609.9791.42199	64.00
		191805	2239898		072922 INV/DEL	609.9791.42199	37.76
		191805	2239897		072922 INV/DEL	609.9791.42199	21.76
		191805	2239891		072922 INV/DEL	609.9791.42199	2.56
		191805	2239892		072922 INV/DEL	609.9791.42199	1.28
		191805	2239894		072922 INV/DEL	609.9791.42199	12.80
		191805	2239895		072922 INV/DEL	609.9791.42199	3.84
		191805	2239896		072922 INV/DEL	609.9791.42199	12.80
		191805	2237110		072122 INV/DEL	609.9791.42199	5.12
		191805	2234454		071422 INV/DEL	609.9791.42199	4.05
		191805	2234455		071422 INV/DEL	609.9791.42199	4.05
		191805	2234456		071422 INV/DEL	609.9791.42199	7.68
		191805	2239904		072922 INV/DEL	609.9792.42199	1.28
		191805	2237125		072122 INV/DEL	609.9792.42199	8.96
		191805	2231796		070722 INV/DEL	609.9792.42199	3.84
		191805	2242434		080422 INV/DEL	609.9792.42199	3.84
		191805	2242436		080422 INV/DEL	609.9792.42199	14.08
		191805	2242438		080422 INV/DEL	609.9792.42199	11.52
		191805	2242439		080422 INV/DEL	609.9792.42199	14.08
		191805	2242440		080422 INV/DEL	609.9792.42199	8.96
		191805	2239899		072922 INV/DEL	609.9792.42199	2.56
		191805	2239901		072922 INV/DEL	609.9792.42199	2.56
		191805	2239902		072922 INV/DEL	609.9792.42199	1.28
		191805	2239906		072922 INV/DEL	609.9792.42199	8.96
		191805	2239907		072922 INV/DEL	609.9792.42199	10.24
		191805	2239908		072922 INV/DEL	609.9792.42199	14.08
		191805	2239909		072922 INV/DEL	609.9792.42199	17.92
		191805	2239910		072922 INV/DEL	609.9792.42199	7.68
		191805	2239911		072922 INV/DEL	609.9792.42199	12.80
		191805	2239912		072922 INV/DEL	609.9792.42199	6.40
		191805	2231917		070722 INV/DEL	609.9793.42199	3.84
		191805	2242583		080422 INV/DEL	609.9793.42199	2.56

27,197.53

08/11/2022	MAIN	191806	3513351882	STAPLES ADVANTAGE	POST ITS, DUST OFF, COPY PAPER	101.1510.42171	6.99
		191806	3513351882		POST ITS, DUST OFF, COPY PAPER	101.1940.42000	
		191806	3512895541		COPY PAPER	101.5000.42000	

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		191806	3512895542		COPY PAPER	101.5000.42000	26.96
							116.47
08/11/2022	MAIN	191807	I1581431	STREICHER'S GUN'S INC/DON	VEST, CARRIER	101.2200.42173	1,347.00
08/11/2022	MAIN	191808	772594	TRIO SUPPLY COMPANY INC	HAND SOAP	701.9950.42171	38.75
08/11/2022	MAIN	191809	0309780-IN	VINOCOPIA INC	080322 INV/DEL	609.0000.14500	117.00
		191809	0309523-IN		072922 INV/DEL	609.0000.14500	796.50
		191809	0309522-IN		072922 INV/DEL	609.0000.14500	796.50
		191809	0309523-IN		072922 INV/DEL	609.9791.42199	7.50
		191809	0309780-IN		080322 INV/DEL	609.9792.42199	2.50
		191809	0309522-IN		072922 INV/DEL	609.9792.42199	7.50
							1,727.50
08/11/2022	MAIN	191810	052821	WAX/JOSEPH	FINAL/REFUND 4132 2ND	601.0000.20120	202.93
08/11/2022	MAIN	191811	002757	XCEL ENERGY SOLUTIONS	SOLAR SUBSCRIPTION 0622	601.9600.43810	272.90
08/11/2022	MAIN	191812	694	YOUNG/JORDAN	TRIP CHARGE, TALL GRASS, SCRUB GROW	415.6450.44000	1,644.37
		191812	696		TALL GRASS, TRIP CHG, SCRUB, BRUSH,	415.6450.44000	2,147.86
							3,792.23
08/11/2022	MAIN	74 (A)	P43776	MAC QUEEN EQUIPMENT LLC	HYD OIL FILTERS	701.0000.14120	336.45
08/17/2022	MAIN	191813	000	DINO'S GRYOS	SERVER LABOR	101.1320.44374	150.00
08/18/2022	MAIN	191814	5	1-800-GOT-JUNK?	OUTSIDE STORAGE REMOVAL 0722	415.6450.44000	2,819.52
08/18/2022	MAIN	191815	19077	AAA AWARDS	PLAQUES	101.1110.44375	47.90
		191815	19077		PLAQUES	101.1110.48200	54.55
							102.45
08/18/2022	MAIN	191816	419-21383449	AEP ENERGY INC	080422 SOLAR POWER	101.2100.43810	848.53
		191816	419-21383449		080422 SOLAR POWER	101.2200.43810	848.54
		191816	419-21383449		080422 SOLAR POWER	240.5500.43810	3,620.72
		191816	419-21383449		080422 SOLAR POWER	701.9950.43810	1,749.19
							7,066.98
08/18/2022	MAIN	191817	70415	AID ELECTRIC SERVICE INC	INSTALL EV CHARGER	701.9950.44000	3,901.00
08/18/2022	MAIN	191818	072722	ALFERNESS/DONNA M	TOTAL BODY CONDITIONING 062222-0727	101.5003.43050	288.00
08/18/2022	MAIN	191819	3562832117	AMERICAN BOTTLING COMPANY	081222 INV	609.0000.14500	129.85
		191819	3562832124		081222 INV	609.0000.14500	553.05
		191819	3562832114		081222 INV	609.0000.14500	
		191819	3562832115		081222 INV	609.0000.14500	

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							1,326.15
08/18/2022	MAIN	191820	17975	AMERICAN PUBLIC WORKS ASSOC 2022 MEMBERSHIP S.KHAN		101.3100.44330	185.00
08/18/2022	MAIN	191821	0002327	ANDERSON/FAYTHE	MYSTERY TRIP REFUND - DATE CHANGED	261.5029.44200	24.00
08/18/2022	MAIN	191822	5263	ANGSTROM ANALYTICAL INC	ASBESTOS REPORT 3841 CENTRAL	408.6414.43050	750.00
08/18/2022	MAIN	191823	1685	ANOKA COUNTY LIBRARY	0722 DISC CLEANING	240.5500.43050	19.00
		191823	1684		0722 NOTICES	240.5500.43050	100.00
							119.00
08/18/2022	MAIN	191824	PWMNFLL2022WRREA00	APWA - MN CHAPTER	FALL WORKSHOP	101.3121.43105	375.00
		191824	PWMNFLL2022WRREA00		FALL WORKSHOP	101.3121.43105	375.00
		191824	PWMNFLL2022WRREA00		FALL WORKSHOP	101.5200.43105	375.00
		191824	PWMNFLL2022WRREA00		FALL WORKSHOP	101.5200.43105	375.00
							1,500.00
08/18/2022	MAIN	191825	2500069597	ARAMARK UNIFORM & CAREER API080922 MOPS,MATS,TOWELS		609.9791.44020	93.57
		191825	2500072119		081122 MOPS,MATS,TOWELS	609.9792.44020	92.31
		191825	2500072039		081122 MOPS,MATS,TOWELS	609.9793.44020	49.51
							235.39
08/18/2022	MAIN	191826	3551968	ARTISAN BEER COMPANY	080422 INV	609.0000.14500	1,660.75
		191826	3552361		080522 INV	609.0000.14500	36.90
		191826	3552360		080522 INV	609.0000.14500	1,885.00
		191826	3551966		080322 INV	609.0000.14500	413.50
		191826	3549504		072222 INV	609.0000.14500	701.10
		191826	3550938		072922 INV	609.0000.14500	1,220.75
		191826	326674		021822 INV	609.0000.14500	(120.00)
							5,798.00
08/18/2022	MAIN	191827	0822	ARTISTRY	YOUTH PROGRAMS 0822	262.5017.43050	560.00
08/18/2022	MAIN	191828	2036897723	BAKER & TAYLOR	BOOK ORDER	240.5500.42180	186.32
		191828	2036905139		BOOK ORDER	240.5500.42180	16.07
		191828	2036881445		BOOK ORDER	240.5500.42180	458.92
		191828	2036899034		BOOK ORDER	240.5500.42180	827.90
		191828	2036865778		BOOK ORDER	240.5500.42180	839.20
							2,328.41
08/18/2022	MAIN	191829	0105585900	BELLBOY BAR SUPPLY	081022 INV,BAGS	609.0000.14500	105.60
		191829	0105586000		081022 INV,BAGS	609.0000.14500	88.84
		191829	0105586000		081022 INV,BAGS	609.9791.42171	571.25
		191829	0105585900		081022 INV,BAGS	609.9792.42171	

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							643.76
08/18/2022	MAIN	191830	0096061700	BELLBOY CORPORATION	081022 INV/DEL	609.0000.14500	1,915.50
		191830	0096061700		081022 INV/DEL	609.9792.42199	44.00
							1,959.50
08/18/2022	MAIN	191831	110349	BENEFIT EXTRAS, INC.	COBRA LETTERS 0722, RETIREE BILLING	101.1320.43050	154.50
		191831	110349		COBRA LETTERS 0722, RETIREE BILLING	887.9250.43050	33.25
							187.75
08/18/2022	MAIN	191832	INV1017	BETTER FUTURES MN	YARD WASTE PICKUP SERVICE 070622-07	603.9510.42930	6,327.83
08/18/2022	MAIN	191833	18664	BLACK STACK BREWING	080322 INV	609.0000.14500	249.00
08/18/2022	MAIN	191834	0293399	BOLTON & MENK, INC	CONSTRUCTION SURVEYING AND STAKING	415.9999.43050.2202	3,950.00
		191834	0293398		CONSTRUCTION SERVICES CENTRAL AVE	652.9999.43050.2204	10,212.50
							14,162.50
08/18/2022	MAIN	191835	189107	BOURGET IMPORTS LLC	080422 INV/DEL	609.0000.14500	368.00
		191835	189107		080422 INV/DEL	609.9791.42199	7.00
							375.00
08/18/2022	MAIN	191836	345033144	BREAKTHRU BEVERAGE MN BEER	1072622 INV 700297736	609.0000.14500	54.00
		191836	345113422		080222 INV 700297736	609.0000.14500	83.50
		191836	345113420		080222 INV 700297736	609.0000.14500	736.00
		191836	345174624		080522 INV 700297736	609.0000.14500	185.00
		191836	345113215		080222 INV 700297717	609.0000.14500	1,840.00
		191836	345113218		080222 INV 700297717	609.0000.14500	375.15
		191836	345113216		080222 INV 700297717	609.0000.14500	235.00
		191836	345113219		080222 INV 700297717	609.0000.14500	86.20
		191836	345201135		080922 INV 700297717	609.0000.14500	156.90
		191836	345201137		080922 INV 700297736	609.0000.14500	127.80
		191836	344660116		062422 INV 700297782	609.0000.14500	10,345.05
		191836	344764334		070122 INV 700297782	609.0000.14500	11,094.55
		191836	344764332		070122 INV 700297717	609.0000.14500	344.00
		191836	344776999		070522 INV 700297717	609.0000.14500	295.10
		191836	344776998		070522 INV 700297717	609.0000.14500	19,370.02
		191836	344586992		062122 INV 700297717	609.0000.14500	28,625.15
		191836	344586991		062122 INV 700297736	609.0000.14500	15,703.55
		191836	344660115		062422 INV 700297736	609.0000.14500	3,229.90
		191836	344685832		062822 INV 700297717	609.0000.14500	163.10
		191836	409942685		072422 INV 700297736	609.0000.14500	6.85
		191836	344777189		070522 INV 700297736	609.0000.14500	14,570.20
		191836	409889051		070622 INV 700297782	609.0000.14500	570.20

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		191836	409889050		070622 INV 700297782	609.0000.14500	(586.85)
		191836	409913441		071322 INV 700297736	609.0000.14500	(124.88)
		191836	409913444		071322 INV 700297782	609.0000.14500	(502.81)
		191836	409897504		070722 INV 700297782	609.0000.14500	(194.40)
		191836	409897502		070722 INV 700297717	609.0000.14500	(90.00)
		191836	409902796		070822 INV 700297717	609.0000.14500	(57.60)
		191836	409902695		070822 INV 700297717	609.0000.14500	(1,274.70)
		191836	409902694		070822 INV 700297717	609.0000.14500	(128.00)
		191836	409901097		070822 INV 700297782	609.0000.14500	(74.40)
		191836	409863647		062822 INV 700297717	609.0000.14500	(3,225.20)
		191836	409876202		063022 INV 700297736	609.0000.14500	(3,615.20)
		191836	409876203		063022 INV 700297736	609.0000.14500	(30.00)
		191836	409892079		070622 INV 700297736	609.0000.14500	(435.60)
		191836	409910642		071222 INV 700297736	609.0000.14500	(18.20)
		191836	409915564		071322 INV 700297717	609.0000.14500	(113.00)
		191836	409987101		080422 INV 700297736	609.0000.14500	(30.40)
		191836	409979304		080322 INV 700297736	609.0000.14500	(806.95)
		191836	409910637		071222 INV 700297717	609.0000.14500	(24.40)
		191836	409901098		070822 INV 700297782	609.0000.14500	(12.40)
							96,098.80
08/18/2022	MAIN	191837	344745867	BREAKTHRU BEVERAGE MN W&S	LJ070122 INV/DEL 700297717	609.0000.14500	180.00
		191837	344907473		071522 INV/DEL 700297717	609.0000.14500	521.45
		191837	344907474		071522 INV/DEL 700297717	609.0000.14500	169.15
		191837	344907472		071522 INV/DEL 700297717	609.0000.14500	1,575.73
		191837	344907477		071522 INV/DEL 700297717	609.0000.14500	2,078.55
		191837	344907475		071522 INV/DEL 700297717	609.0000.14500	1,393.83
		191837	344907480		071522 INV/DEL 700297736	609.0000.14500	2,122.89
		191837	344907481		071522 INV/DEL 700297736	609.0000.14500	274.05
		191837	344907478		071522 INV/DEL 700297736	609.0000.14500	180.00
		191837	344819022		070822 INV/DEL 700297736	609.0000.14500	3,425.69
		191837	344990529		072222 INV/DEL 700297736	609.0000.14500	278.22
		191837	344990531		072222 INV/DEL 700297736	609.0000.14500	558.60
		191837	344990530		072222 INV/DEL 700297736	609.0000.14500	1,035.90
		191837	344990528		072222 INV/DEL 700297736	609.0000.14500	375.70
		191837	344990523		072222 INV/DEL 700297717	609.0000.14500	269.91
		191837	344990526		072222 INV/DEL 700297717	609.0000.14500	405.90
		191837	344990525		072222 INV/DEL 700297717	609.0000.14500	500.06
		191837	344990524		072222 INV/DEL 700297717	609.0000.14500	53.99
		191837	344990527		072222 INV/DEL 700297717	609.0000.14500	558.60
		191837	344990533		072222 INV/DEL 700297782	609.0000.14500	
		191837	345078914		072922 INV 700297782	609.0000.14500	

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		191837	345259475		081222 INV/DEL	609.0000.14500	312.00
		191837	409886541		070522 INV/DEL 700297717	609.0000.14500	(90.00)
		191837	409905870		071122 INV/DEL 700297736	609.0000.14500	(202.58)
		191837	344745867		070122 INV/DEL 700297717	609.9791.42199	2.30
		191837	344907473		071522 INV/DEL 700297717	609.9791.42199	1.92
		191837	344907474		071522 INV/DEL 700297717	609.9791.42199	5.75
		191837	344907472		071522 INV/DEL 700297717	609.9791.42199	8.05
		191837	344907477		071522 INV/DEL 700297717	609.9791.42199	13.80
		191837	344907475		071522 INV/DEL 700297717	609.9791.42199	13.80
		191837	344990523		072222 INV/DEL 700297717	609.9791.42199	3.45
		191837	344990526		072222 INV/DEL 700297717	609.9791.42199	6.90
		191837	344990525		072222 INV/DEL 700297717	609.9791.42199	14.95
		191837	344990524		072222 INV/DEL 700297717	609.9791.42199	1.15
		191837	344990527		072222 INV/DEL 700297717	609.9791.42199	9.20
		191837	345259475		081222 INV/DEL	609.9791.42199	3.45
		191837	409886541		070522 INV/DEL 700297717	609.9791.42199	(1.15)
		191837	344907480		071522 INV/DEL 700297736	609.9792.42199	10.35
		191837	344907481		071522 INV/DEL 700297736	609.9792.42199	1.15
		191837	344907478		071522 INV/DEL 700297736	609.9792.42199	2.30
		191837	344819022		070822 INV/DEL 700297736	609.9792.42199	18.40
		191837	344990529		072222 INV/DEL 700297736	609.9792.42199	2.30
		191837	344990531		072222 INV/DEL 700297736	609.9792.42199	9.20
		191837	344990530		072222 INV/DEL 700297736	609.9792.42199	10.35
		191837	344990528		072222 INV/DEL 700297736	609.9792.42199	5.94
		191837	409905870		071122 INV/DEL 700297736	609.9792.42199	(1.15)
		191837	344990533		072222 INV/DEL 700297782	609.9793.42199	9.20
							16,750.85
08/18/2022	MAIN	191838	6754	BROKEN CLOCK BREWING COOP	080322 INV	609.0000.14500	168.00
08/18/2022	MAIN	191839	294032	BRP VETERINARY MINNESOTA	ANIMAL SVCS 060322-080422	101.2100.43050	2,019.02
08/18/2022	MAIN	191840	032620	BUTLER/ALLAN	FINAL/REFUND 4308 6TH	601.0000.20120	243.97
08/18/2022	MAIN	191841	2721200	CAPITOL BEVERAGE SALES LP	080422 INV	609.0000.14500	7,824.24
		191841	2718038		072822 INV	609.0000.14500	7,247.48
		191841	2715758		072522 INV	609.0000.14500	2,924.20
		191841	2718746		080122 INV	609.0000.14500	1,961.15
		191841	2721746		080822 INV	609.0000.14500	1,596.49
		191841	2720612		080322 INV	609.0000.14500	7,731.23
		191841	2721201		080422 INV	609.0000.14500	(32.09)
		191841	2715757		072522 INV	609.0000.14500	(10.69)
		191841	2720611		080322 INV	609.0000.14500	
		191841	2704253		062722 INV	609.0000.14500	

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							29,144.12
08/18/2022	MAIN	191842	78154727	CENGAGE LEARNING INC	LARGEPRINT BOOK ORDER	240.5500.42180	54.73
		191842	78180541		LARGEPRINT BOOK ORDER	240.5500.42180	28.49
		191842	78137871		LARGEPRINT BOOK ORDER	240.5500.42180	137.20
							220.42
08/18/2022	MAIN	191843	1945657	CENTER POINT LARGE PRINT IN	LARGEPRINT BOOK ORDER	240.5500.42180	253.89
08/18/2022	MAIN	191844	0000611345	CENTRAL MCGOWAN	GRINDER, PLIERS, ADAPTER	701.9950.42171	325.80
08/18/2022	MAIN	191845	7635722695528	CENTURYLINK	072822 763 572-2695 528	609.9791.43210	55.61
08/18/2022	MAIN	191846	400133-01	CHAMBERLAIN OIL COMPANY INC	GREASE	701.9950.42171	89.91
08/18/2022	MAIN	191847	4127044019	CINTAS INC	MOPS JPM 080222	101.5129.44020	30.10
		191847	4127719733		MOPS, MATS JPM 080922	101.5129.44020	91.33
		191847	4127553001		UNIFORM RENTAL 080522	701.9950.42172	31.99
							153.42
08/18/2022	MAIN	191848	709888	CITY WIDE WINDOW SERVICE IN	WINDOW CLEANING 0722	609.9792.44020	25.00
08/18/2022	MAIN	191849	447167410	COLUMBIA HEIGHTS ATHLTC BOO	SYSCO BRATS, DOGS, BUNS	609.9791.43420	325.08
08/18/2022	MAIN	191850	220715	COMMERCIAL ASPHALT	MV4 WEAR ASPHALT	101.3121.42160	857.06
		191850	220715		MV4 WEAR ASPHALT	601.9600.42160	3,100.64
							3,957.70
08/18/2022	MAIN	191851	500983	CRYSTAL SPRINGS ICE LLC	081022 INV/DEL	609.0000.14500	191.60
		191851	500994		081122 INV/DEL	609.0000.14500	61.20
		191851	500980		081022 INV/DEL	609.0000.14500	99.20
		191851	500994		081122 INV/DEL	609.9791.42199	4.00
		191851	500983		081022 INV/DEL	609.9792.42199	4.00
		191851	500980		081022 INV/DEL	609.9793.42199	4.00
							364.00
08/18/2022	MAIN	191852	073122	DIAZ CAMPOS/ELVIA	REFUND SECURITY DEPOSIT	101.0000.20810	16.63
		191852	073122		REFUND SECURITY DEPOSIT	101.0000.34781	233.37
							250.00
08/18/2022	MAIN	191853	15085-01	DO-GOOD.BIZ INC	MAIL SVC, ASH TREE POSTCARD	101.6102.42030	567.04
		191853	15085-01		MAIL SVC, ASH TREE POSTCARD	101.6102.43220	1,757.86
							2,324.90
08/18/2022	MAIN	191854	0130322-IN	EARL F ANDERSEN INC	SURVEILANCE SIGNS FOR VANBUREN PARK	228.6317.44000	

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08/18/2022	MAIN	191855	903260	ECM PUBLISHERS INC	PHN-CUP 080322 TOP VALU LIQUOR	0722 201.2400.43500	75.73
08/18/2022	MAIN	191856	JP080322-40	EMERGENCY AUTOMOTIVE TECH	IUSB PANEL MOUNT POWER	701.0000.14120	60.00
08/18/2022	MAIN	191857	2506192207	FIRST ADVANTAGE LNS SCREEN	:ANNUAL ENROLLMENT 0722	601.9600.43050	35.30
08/18/2022	MAIN	191858	263598	FIRST STUDENT INC	BUSSING BUNKER BEACH 071322	261.5029.44100	436.76
		191858	263630		BUSSING VALLEYFAIR 072022	261.5029.44100	587.24
							1,024.00
08/18/2022	MAIN	191859	101336895	FLEETPRIDE INC	FILTERS	701.0000.14120	97.56
		191859	101370059		FILTER	701.0000.14120	25.88
		191859	101337018		FILTERS	701.0000.14120	38.31
		191859	101283165		FILTERS	701.0000.14120	46.72
							208.47
08/18/2022	MAIN	191860	072922	GALARZA/GLORIA	REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.20810	25.49
		191860	072922		REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.34781	357.61
							383.10
08/18/2022	MAIN	191861	2070307	GOPHER STATE ONE CALL INC	CALLOUT TICKETS	601.9600.43050	94.50
		191861	2070307		CALLOUT TICKETS	602.9600.43050	94.50
		191861	2070307		CALLOUT TICKETS	604.9600.43050	94.50
							283.50
08/18/2022	MAIN	191862	050922	HERRINGER/GERRY	EDA MEETINGS 010322, 030722, 050902	201.2400.44380	105.00
08/18/2022	MAIN	191863	526504	HOHENSTEINS INC	072922 INV	609.0000.14500	3,561.90
		191863	524742		072222 INV	609.0000.14500	2,911.05
		191863	528652		080522 INV	609.0000.14500	5,933.15
		191863	526516		072922 INV	609.0000.14500	332.20
		191863	528686		080522 INV	609.0000.14500	142.10
		191863	528948		080522 INV	609.0000.14500	4,878.90
		191863	32500003		080522 INV	609.0000.14500	(14.00)
							17,745.30
08/18/2022	MAIN	191864	3011850	HOME DEPOT #2802	STUDS, 2X4'S, BITS, CONCRETE TUBES	101.5200.42171	85.55
		191864	3210187		STUDS, 2X4'S, BITS, CONCRETE TUBES	101.5200.42171	85.55
		191864	3210189		STUDS, 2X4'S, CONCRETE TUBES	101.5200.42171	85.55
		191864	6025841		STUDS, CONCRETE TUBES	101.5200.42171	47.29
		191864	10851		BITS	101.5200.42171	14.97
		191864	222460		BITS	101.5200.42171	14.97
		191864	3210186		RTN STUDS, 2X4'S, BITS, CONCRETE TU	101.5200.42171	
		191864	3210188		RTN STUDS, 2X4'S, BITS, CONCRETE TU	101.5200.42171	
		191864	222458		RTN BITS	101.5200.42171	(14.97)

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		191864	8512157		STAIN MARKER	240.5500.42171	8.58
							156.39
08/18/2022	MAIN	191865	INV21754	HORIZON CPO SEMINARS	CHLORINE, LIFE RING & ROPE, VACUUM	101.5200.42161	859.34
		191865	INV21754		CHLORINE, LIFE RING & ROPE, VACUUM	101.5200.42171	499.02
							1,358.36
08/18/2022	MAIN	191866	41053	INDEPENDENT TESTING TECH, IMATERIALS TESTING 2022 STREET REHAB	415.9999.43050.2202		2,520.00
08/18/2022	MAIN	191867	IN3872540	INNOVATIVE OFFICE SOLUTIONS	LABEL TAPE, FOLDERS, PLATES, HOT CU	101.3100.42000	4.27
		191867	IN3872540		LABEL TAPE, FOLDERS, PLATES, HOT CU	101.3100.42171	23.24
		191867	IN3872540		LABEL TAPE, FOLDERS, PLATES, HOT CU	101.3121.42000	4.27
		191867	IN3872540		LABEL TAPE, FOLDERS, PLATES, HOT CU	101.5200.42000	4.27
		191867	IN3827154		COPY PAPER	201.2400.42000	145.50
		191867	IN3790568		BINDER CLIPS	201.2400.42000	6.09
		191867	IN3872540		LABEL TAPE, FOLDERS, PLATES, HOT CU	601.9600.42000	4.26
		191867	IN3872540		LABEL TAPE, FOLDERS, PLATES, HOT CU	602.9600.42000	4.27
		191867	IN3889223		DUCT TAPE, TONER, 409, BLEACH, AIR	609.9791.42171	39.70
		191867	IN3889223		DUCT TAPE, TONER, 409, BLEACH, AIR	609.9792.42000	56.59
		191867	IN3889223		DUCT TAPE, TONER, 409, BLEACH, AIR	609.9792.42171	29.68
		191867	IN3889223		DUCT TAPE, TONER, 409, BLEACH, AIR	609.9793.42171	25.84
							347.98
08/18/2022	MAIN	191868	073022	ION/SARA	WATER,RICE KRISPIES, CHIPS - ELECT	101.1410.42171	164.24
08/18/2022	MAIN	191869	S102750409.001	J H LARSON ELECTRIC COMPANY	LIGHT BULBS TV2	609.9792.42171	353.72
		191869	S102763608.001		LIGHT BULBS TV2	609.9792.42171	126.62
							480.34
08/18/2022	MAIN	191870	2105262	JOHNSON BROS. LIQUOR CO.	072922 INV	609.0000.14500	1,287.96
		191870	2105263		072922 INV	609.0000.14500	360.00
		191870	2103980		072822 INV	609.0000.14500	3,213.00
		191870	2105259		072922 INV	609.0000.14500	144.00
		191870	2103984		072822 INV	609.0000.14500	200.00
		191870	2103985		072822 INV	609.0000.14500	267.05
		191870	2105261		072922 INV	609.0000.14500	304.00
		191870	2105264		072922 INV	609.0000.14500	460.25
		191870	2102728		072722 INV	609.0000.14500	342.00
		191870	2102726		072722 INV	609.0000.14500	307.50
		191870	2102724		072722 INV	609.0000.14500	231.00
		191870	2102723		072722 INV	609.0000.14500	2,450.00
		191870	2102738		072722 INV	609.0000.14500	
		191870	2102737		072722 INV	609.0000.14500	
		191870	2102733		072722 INV	609.0000.14500	657.00

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		191870	2102732		072722 INV	609.0000.14500	1,217.00
		191870	2102731		072722 INV	609.0000.14500	648.00
		191870	2102730		072722 INV	609.0000.14500	1,070.00
		191870	2103979		072822 INV	609.0000.14500	2,012.00
		191870	2102734		072722 INV	609.0000.14500	58.00
		191870	2103990		072822 INV	609.0000.14500	592.00
		191870	2103982		072822 INV	609.0000.14500	56.00
		191870	2105267		072922 INV	609.0000.14500	403.50
		191870	2102729		072722 INV	609.0000.14500	1,291.59
		191870	2105265		072922 INV	609.0000.14500	90.50
		191870	2091188		071122 INV	609.0000.14500	699.84
		191870	2093156		071322 INV	609.0000.14500	1,870.99
		191870	2093154		071322 INV	609.0000.14500	2,455.20
		191870	2108949		080422 INV	609.0000.14500	144.00
		191870	2105268		072922 INV	609.0000.14500	672.01
		191870	6438001		072922 INV	609.0000.14500	595.00
		191870	2108941		080422 INV	609.0000.14500	192.00
		191870	2105260		072822 INV	609.0000.14500	384.00
		191870	2105266		072822 INV	609.0000.14500	133.34
		191870	2102725		072722 INV	609.0000.14500	36.00
		191870	2102735		072722 INV	609.0000.14500	96.00
		191870	2102736		072722 INV	609.0000.14500	385.00
		191870	2103983		072822 INV	609.0000.14500	224.00
		191870	2103991		072822 INV	609.0000.14500	3,542.00
		191870	2103992		072822 INV	609.0000.14500	200.00
		191870	2103993		072822 INV	609.0000.14500	912.00
		191870	2103994		072822 INV	609.0000.14500	66.67
		191870	2103995		072822 INV	609.0000.14500	864.00
		191870	2113553		081122 INV	609.0000.14500	198.00
		191870	2112346		081022 INV	609.0000.14500	86.00
		191870	2113555		081122 INV	609.0000.14500	340.00
		191870	2112338		081022 INV	609.0000.14500	605.00
		191870	2112339		081022 INV	609.0000.14500	592.50
		191870	2112340		081022 INV	609.0000.14500	640.50
		191870	2112337		081022 INV	609.0000.14500	414.00
		191870	2113547		081122 INV	609.0000.14500	554.00
		191870	2113550		081122 INV	609.0000.14500	458.50
		191870	2113549		081122 INV	609.0000.14500	47.00
		191870	2103988		072822 INV	609.0000.14500	684.00
		191870	2103987		072822 INV	609.0000.14500	66.67
		191870	2103986		072822 INV	609.0000.14500	
		191870	2108944		080422 INV	609.0000.14500	

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		191870	2108942		080422 INV	609.0000.14500	637.00
		191870	2114621		081222 INV	609.0000.14500	54.00
		191870	2114619		081222 INV	609.0000.14500	587.80
		191870	2112345		081022 INV	609.0000.14500	935.00
		191870	2112344		081022 INV	609.0000.14500	716.00
		191870	2112348		081022 INV	609.0000.14500	666.00
		191870	2112347		081022 INV	609.0000.14500	592.50
		191870	2113552		081122 INV	609.0000.14500	548.00
		191870	2113554		081122 INV	609.0000.14500	696.33
		191870	2112341		081022 INV	609.0000.14500	99.50
		191870	2112343		081022 INV	609.0000.14500	1,009.50
		191870	2113548		081122 INV	609.0000.14500	274.00
		191870	2113551		081122 INV	609.0000.14500	280.21
		191870	2112342		081022 INV	609.0000.14500	76.00
		191870	2114620		081222 INV	609.0000.14500	492.00
		191870	2109966		080522 INV	609.0000.14500	99.50
		191870	2109965		080522 INV	609.0000.14500	216.00
		191870	2102720		072722 INV	609.0000.14500	4,091.98
		191870	2108945		080422 INV	609.0000.14500	206.00
		191870	2108943		080422 INV	609.0000.14500	1,446.71
		191870	2107790		080322 INV	609.0000.14500	876.00
		191870	2107792		080322 INV	609.0000.14500	165.00
		191870	2107791		080322 INV	609.0000.14500	1,343.00
		191870	2050906		051222 INV	609.0000.14500	484.50
		191870	2108946		080422 INV	609.0000.14500	99.00
		191870	2107796		080322 INV	609.0000.14500	294.00
		191870	2107799		080322 INV	609.0000.14500	180.00
		191870	2102715		072722 INV	609.0000.14500	1,070.00
		191870	2102716		072722 INV	609.0000.14500	1,440.00
		191870	2102717		072722 INV	609.0000.14500	657.00
		191870	2102718		072722 INV	609.0000.14500	558.00
		191870	2102719		072722 INV	609.0000.14500	309.00
		191870	2102722		072722 INV	609.0000.14500	406.00
		191870	2102721		072722 INV	609.0000.14500	211.50
		191870	2103981		072822 INV	609.0000.14500	114.00
		191870	2107793		080322 INV	609.0000.14500	320.00
		191870	2108948		080422 INV	609.0000.14500	657.50
		191870	2107794		080322 INV	609.0000.14500	189.00
		191870	2107795		080322 INV	609.0000.14500	500.00
		191870	2107797		080322 INV	609.0000.14500	96.00
		191870	2107798		080322 INV	609.0000.14500	
		191870	2095453		071522 INV	609.0000.14500	

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		191870	2095454		071522 INV	609.0000.14500	630.00
		191870	2094330		071422 INV	609.0000.14500	420.00
		191870	2093157		071322 INV	609.0000.14500	2,450.00
		191870	2093158		071322 INV	609.0000.14500	1,217.00
		191870	2093155		071322 INV	609.0000.14500	292.85
		191870	209091		070622 INV	609.0000.14500	(40.00)
		191870	2105262		072922 INV	609.9791.42199	31.07
		191870	2105263		072922 INV	609.9791.42199	9.45
		191870	2103980		072822 INV	609.9791.42199	61.55
		191870	2105259		072922 INV	609.9791.42199	2.03
		191870	2103984		072822 INV	609.9791.42199	8.10
		191870	2103985		072822 INV	609.9791.42199	9.45
		191870	2105261		072922 INV	609.9791.42199	5.41
		191870	2105264		072922 INV	609.9791.42199	2.70
		191870	2103979		072822 INV	609.9791.42199	36.80
		191870	2091188		071122 INV	609.9791.42199	10.80
		191870	2093156		071322 INV	609.9791.42199	22.89
		191870	2093154		071322 INV	609.9791.42199	10.59
		191870	2108941		080422 INV	609.9791.42199	2.70
		191870	2112338		081022 INV	609.9791.42199	5.40
		191870	2112339		081022 INV	609.9791.42199	4.05
		191870	2112340		081022 INV	609.9791.42199	8.10
		191870	2112337		081022 INV	609.9791.42199	2.70
		191870	2113547		081122 INV	609.9791.42199	9.48
		191870	2113550		081122 INV	609.9791.42199	6.75
		191870	2103988		072822 INV	609.9791.42199	25.65
		191870	2103987		072822 INV	609.9791.42199	2.03
		191870	2103986		072822 INV	609.9791.42199	14.85
		191870	2108944		080422 INV	609.9791.42199	9.46
		191870	2108942		080422 INV	609.9791.42199	18.74
		191870	2114619		081222 INV	609.9791.42199	11.43
		191870	2113548		081122 INV	609.9791.42199	8.09
		191870	2113551		081122 INV	609.9791.42199	9.45
		191870	2102720		072722 INV	609.9791.42199	32.90
		191870	2108945		080422 INV	609.9791.42199	3.91
		191870	2108943		080422 INV	609.9791.42199	20.26
		191870	2107790		080322 INV	609.9791.42199	5.40
		191870	2107792		080322 INV	609.9791.42199	1.35
		191870	2107791		080322 INV	609.9791.42199	9.44
		191870	2108946		080422 INV	609.9791.42199	2.70
		191870	2102715		072722 INV	609.9791.42199	
		191870	2102716		072722 INV	609.9791.42199	

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		191870	2102717		072722 INV	609.9791.42199	4.05
		191870	2102718		072722 INV	609.9791.42199	8.10
		191870	2102719		072722 INV	609.9791.42199	1.35
		191870	2102722		072722 INV	609.9791.42199	5.40
		191870	2102721		072722 INV	609.9791.42199	2.70
		191870	2103981		072822 INV	609.9791.42199	4.05
		191870	2095453		071522 INV	609.9791.42199	13.50
		191870	2095454		071522 INV	609.9791.42199	5.40
		191870	2094330		071422 INV	609.9791.42199	5.40
		191870	2093157		071322 INV	609.9791.42199	37.79
		191870	2093158		071322 INV	609.9791.42199	6.31
		191870	2093155		071322 INV	609.9791.42199	8.10
		191870	2102738		072722 INV	609.9792.42199	5.40
		191870	2102737		072722 INV	609.9792.42199	9.45
		191870	2102733		072722 INV	609.9792.42199	4.05
		191870	2102732		072722 INV	609.9792.42199	6.18
		191870	2102731		072722 INV	609.9792.42199	5.40
		191870	2102730		072722 INV	609.9792.42199	16.20
		191870	2102734		072722 INV	609.9792.42199	1.35
		191870	2103990		072822 INV	609.9792.42199	9.47
		191870	2103982		072822 INV	609.9792.42199	1.35
		191870	2105267		072922 INV	609.9792.42199	5.39
		191870	2102729		072722 INV	609.9792.42199	15.13
		191870	2105265		072922 INV	609.9792.42199	1.35
		191870	2108949		080422 INV	609.9792.42199	5.40
		191870	2105268		072922 INV	609.9792.42199	14.19
		191870	6438001		072922 INV	609.9792.42199	18.90
		191870	2102735		072722 INV	609.9792.42199	1.35
		191870	2102736		072722 INV	609.9792.42199	10.80
		191870	2103983		072822 INV	609.9792.42199	5.40
		191870	2103991		072822 INV	609.9792.42199	62.09
		191870	2103992		072822 INV	609.9792.42199	8.10
		191870	2103993		072822 INV	609.9792.42199	17.55
		191870	2103994		072822 INV	609.9792.42199	1.35
		191870	2103995		072822 INV	609.9792.42199	32.40
		191870	2113553		081122 INV	609.9792.42199	5.40
		191870	2112346		081022 INV	609.9792.42199	2.70
		191870	2113555		081122 INV	609.9792.42199	13.52
		191870	2113549		081122 INV	609.9792.42199	1.35
		191870	2112345		081022 INV	609.9792.42199	9.46
		191870	2112344		081022 INV	609.9792.42199	
		191870	2112348		081022 INV	609.9792.42199	

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		191870	2112347		081022 INV	609.9792.42199	4.05
		191870	2113552		081122 INV	609.9792.42199	9.46
		191870	2113554		081122 INV	609.9792.42199	9.44
		191870	2050906		051222 INV	609.9792.42199	6.75
		191870	2107796		080322 INV	609.9792.42199	8.12
		191870	2107799		080322 INV	609.9792.42199	5.40
		191870	2108948		080422 INV	609.9792.42199	9.45
		191870	2107794		080322 INV	609.9792.42199	1.35
		191870	2107795		080322 INV	609.9792.42199	5.40
		191870	2107797		080322 INV	609.9792.42199	1.35
		191870	2107798		080322 INV	609.9792.42199	8.11
		191870	2102728		072722 INV	609.9793.42199	2.70
		191870	2102726		072722 INV	609.9793.42199	5.40
		191870	2102724		072722 INV	609.9793.42199	2.70
		191870	2102723		072722 INV	609.9793.42199	37.80
		191870	2105260		072822 INV	609.9793.42199	8.10
		191870	2105266		072822 INV	609.9793.42199	2.70
		191870	2102725		072722 INV	609.9793.42199	1.35
		191870	2114621		081222 INV	609.9793.42199	1.35
		191870	2112341		081022 INV	609.9793.42199	0.81
		191870	2112343		081022 INV	609.9793.42199	11.83
		191870	2112342		081022 INV	609.9793.42199	2.70
		191870	2114620		081222 INV	609.9793.42199	5.40
		191870	2109966		080522 INV	609.9793.42199	3.50
		191870	2109965		080522 INV	609.9793.42199	7.00
		191870	2107793		080322 INV	609.9793.42199	3.82
							71,455.90
08/18/2022	MAIN	191871	08/10/2022	JOSH KYBURZ	UB refund for account: 310-0370-00-603.0000.20120		21.15
08/18/2022	MAIN	191872	080922	KIWANIS COLUMBIA HTS-FRIDLE	PROCEED SHARE	603.9530.44200	355.20
08/18/2022	MAIN	191873	080122	KNOBLAUCH/KYLENE	UMPIRE ADULT SOFTBALL 072222	101.5003.43050	112.00
08/18/2022	MAIN	191874	017456	KOSMAN/EMILY	TABLE CLOTHS	101.2200.42171	7.00
		191874	020448		TABLE CLOTHS,DECORATIONS	101.2200.42171	44.07
							51.07
08/18/2022	MAIN	191875	14245	LUCID BREWING LLC	080322 INV	609.0000.14500	92.00
08/18/2022	MAIN	191876	072822	LUCIOW/ALLEN	PAINT ASSIST ENGINEERS OFFICE	701.9950.44020	275.00
08/18/2022	MAIN	191877	46804	LUPULIN BREWING CO	080822 INV	609.0000.14500	207.70
08/18/2022	MAIN	191878	346987	M AMUNDSON CIGAR & CANDY CO	081222 INV	609.0000.14500	1,

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		191878	346988		081222 INV	609.0000.14500	2,986.90
		191878	346931		081222 INV	609.0000.14500	2,304.36
							7,050.06
08/18/2022	MAIN	191879	072322	MAH/RUNEY	REFUND DAMAGE DEP LESS EXTRA FEES	101.0000.20810	28.21
		191879	072322		REFUND DAMAGE DEP LESS EXTRA FEES	101.0000.34781	395.94
							424.15
08/18/2022	MAIN	191880	23450244	MANSFIELD OIL COMPANY	997 GAL DYED DIESEL FUEL	701.0000.14110	4,679.05
		191880	23450224		2,982 GAL UNLEADED FUEL	701.0000.14110	8,547.98
							13,227.03
08/18/2022	MAIN	191881	643989	MCDONALD DISTRIBUTING CO	080522 INV	609.0000.14500	177.25
		191881	641799		072222 INV	609.0000.14500	207.50
		191881	644567		080522 INV	609.0000.14500	1,409.50
							1,794.25
08/18/2022	MAIN	191882	0720223306	MEDTOX LABORATORIES, INC	PRE-EMPLOYMENT DRUG TEST 0722	101.1320.43050	34.33
08/18/2022	MAIN	191883	16281	MEGA BEER LLC	081022 INV	609.0000.14500	132.00
		191883	16106		080322 INV	609.0000.14500	66.00
							198.00
08/18/2022	MAIN	191884	71620	MENARDS CASHWAY LUMBER-FRIDMOUNT KITS, LUMBER, VINYL NUMBERS		101.3121.42171	93.24
		191884	71621		SCREWDRIVER, CHALK	101.5200.42171	9.98
		191884	71730		FERTILIZER, WEED KILLER	101.5200.42171	22.98
		191884	72027		TAP, ELBOW, TINNER, TAPE	701.9950.42171	92.08
		191884	72585		OXI CLEAN, SOAP, SCRUBBERS	701.9950.42171	17.91
							236.19
08/18/2022	MAIN	191885	893500	MICROMARKETING, LLC	AUDIOBOOK ORDER	240.5500.42185	269.41
		191885	894065		AUDIOBOOK ORDER	240.5500.42185	88.38
							357.79
08/18/2022	MAIN	191886	727170	MIDWAY FORD	FILTERS	701.0000.14120	102.73
		191886	728311		AUX BATTERY	701.0000.14120	92.51
		191886	729824		MOULDING	701.0000.14120	81.99
		191886	729595		FILTER	701.0000.14120	19.77
		191886	729214		FILTER	701.0000.14120	24.20
							321.20
08/18/2022	MAIN	191887	P87771	MINNESOTA EQUIPMENT INC	HYD FILTERS	701.0000.14120	
08/18/2022	MAIN	191888	0000112863	MINNESOTA PETROLEUM SRVC INC	NOZZLE, SWIVEL	701.0000.14120	

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		191888	0000112858		ANNUAL LIFT INSPECTION	701.0000.14120	301.00
							415.24
08/18/2022	MAIN	191889	3160479	MINNESOTA SAFETY COUNCIL	SAFE DRIVER 072522	101.5040.43105	414.00
08/18/2022	MAIN	191890	JUNE0030402022	MN DEPT OF LABOR & INDUSTRY	2ND QTR 2022 SURCHARGE	201.0000.20820	3,019.14
		191890	JUNE0030402022		2ND QTR 2022 SURCHARGE	201.0000.36260	(120.77)
							2,898.37
08/18/2022	MAIN	191891	P00015522	MN DEPT OF TRANSPORTATION	CONCRETE PLANT INSPECTIONS	415.9999.43050.2202	91.75
08/18/2022	MAIN	191892	S070263	MODERN HEATING & AIR INC	A/C UNIT-HUSET PARK	101.5200.44020	6,500.00
08/18/2022	MAIN	191893	256929658001	OFFICE DEPOT	PAINTERS TAPE	240.5500.42000	19.18
		191893	256929961001		DESK PAD CALENDAR	240.5500.42000	6.79
		191893	256929962001		WORDLOCK BIKE LOCKS	240.5500.42010	84.95
		191893	253674647001		HOOKS, COFFEE, BADGES, PAPER, TAPE,	240.5500.42171	65.98
		191893	253044229001		RETURN BOOK TAPE	240.5500.42171	(37.48)
		191893	253674647001		HOOKS, COFFEE, BADGES, PAPER, TAPE,	240.5500.42175	25.92
							165.34
08/18/2022	MAIN	191894	249253808001	OFFICE DEPOT	BAGS,COPY PAPER,PENS,STAPLER,BADGE	609.9791.42000	69.31
		191894	249253808001		BAGS,COPY PAPER,PENS,STAPLER,BADGE	609.9791.42171	35.14
		191894	249253808001		BAGS,COPY PAPER,PENS,STAPLER,BADGE	609.9792.42171	35.14
		191894	249253808001		BAGS,COPY PAPER,PENS,STAPLER,BADGE	609.9793.42000	3.72
		191894	249253808001		BAGS,COPY PAPER,PENS,STAPLER,BADGE	609.9793.42171	35.14
							178.45
08/18/2022	MAIN	191895	172952	PAUSTIS & SONS WINE COMPANY	072722 INV/DEL	609.0000.14500	1,768.50
		191895	173708		080322 INV/DEL	609.0000.14500	991.65
		191895	172952		072722 INV/DEL	609.9791.42199	33.00
		191895	173708		080322 INV/DEL	609.9791.42199	15.00
							2,808.15
08/18/2022	MAIN	191896	080422	PESTICH/NATASHA	YOUTH PROGRAMS 071422-080422	262.5017.43050	1,200.00
08/18/2022	MAIN	191897	6437999	PHILLIPS WINE & SPIRITS INC	072922 INV	609.0000.14500	1,950.20
		191897	6436995		072822 INV	609.0000.14500	131.40
		191897	6437998		072922 INV	609.0000.14500	76.50
		191897	6435935		072722 INV	609.0000.14500	223.67
		191897	6435939		072722 INV	609.0000.14500	530.00
		191897	6438000		072822 INV	609.0000.14500	265.50
		191897	6436998		072822 INV	609.0000.14500	
		191897	6444579		081122 INV	609.0000.14500	
		191897	6443591		081022 INV	609.0000.14500	337.20

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		191897	6445461		081222 INV	609.0000.14500	639.75
		191897	6444576		081122 INV	609.0000.14500	426.00
		191897	6444578		081122 INV	609.0000.14500	2,886.72
		191897	6444585		081122 INV	609.0000.14500	496.80
		191897	6444584		081122 INV	609.0000.14500	1,117.10
		191897	6444582		081122 INV	609.0000.14500	1,643.75
		191897	6444583		081122 INV	609.0000.14500	96.00
		191897	6444581		081122 INV	609.0000.14500	1,755.12
		191897	6436993		072822 INV	609.0000.14500	708.00
		191897	6444577		081122 INV	609.0000.14500	75.00
		191897	6445462		081222 INV	609.0000.14500	3,717.48
		191897	6428447		071322 INV	609.0000.14500	639.75
		191897	6440926		080422 INV	609.0000.14500	456.00
		191897	6440927		080422 INV	609.0000.14500	630.00
		191897	6440933		080422 INV	609.0000.14500	62.00
		191897	6440938		080422 INV	609.0000.14500	296.00
		191897	6433080		072122 INV	609.0000.14500	229.50
		191897	6436994		072822 INV	609.0000.14500	172.50
		191897	6435933		072722 INV	609.0000.14500	782.82
		191897	6435932		072722 INV	609.0000.14500	287.55
		191897	6439963		080322 INV	609.0000.14500	397.50
		191897	6440931		080422 INV	609.0000.14500	630.00
		191897	6440932		080422 INV	609.0000.14500	247.10
		191897	6440934		080422 INV	609.0000.14500	568.00
		191897	6440928		080422 INV	609.0000.14500	58.50
		191897	6440935		080422 INV	609.0000.14500	117.00
		191897	6440937		080422 INV	609.0000.14500	320.00
		191897	6429427		071422 INV	609.0000.14500	291.50
		191897	6428446		071322 INV	609.0000.14500	160.00
		191897	6428448		071322 INV	609.0000.14500	866.80
		191897	6437999		072922 INV	609.9791.42199	62.08
		191897	6436995		072822 INV	609.9791.42199	1.35
		191897	6437998		072922 INV	609.9791.42199	1.35
		191897	6444579		081122 INV	609.9791.42199	5.40
		191897	6443591		081022 INV	609.9791.42199	4.74
		191897	6445461		081222 INV	609.9791.42199	5.40
		191897	6444576		081122 INV	609.9791.42199	1.35
		191897	6444578		081122 INV	609.9791.42199	10.80
		191897	6436993		072822 INV	609.9791.42199	24.30
		191897	6444577		081122 INV	609.9791.42199	1.35
		191897	6428447		071322 INV	609.9791.42199	
		191897	6440926		080422 INV	609.9791.42199	

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		191897	6440927		080422 INV	609.9791.42199	7.43
		191897	6433080		072122 INV	609.9791.42199	4.29
		191897	6436994		072822 INV	609.9791.42199	4.06
		191897	6435933		072722 INV	609.9791.42199	3.24
		191897	6435932		072722 INV	609.9791.42199	4.05
		191897	6429427		071422 INV	609.9791.42199	2.70
		191897	6428446		071322 INV	609.9791.42199	1.35
		191897	6428448		071322 INV	609.9791.42199	6.75
		191897	6428449		071322 DEL	609.9791.42199	1.35
		191897	6435939		072722 INV	609.9792.42199	6.23
		191897	6436998		072822 INV	609.9792.42199	1.35
		191897	6444585		081122 INV	609.9792.42199	6.09
		191897	6444584		081122 INV	609.9792.42199	9.68
		191897	6444582		081122 INV	609.9792.42199	33.75
		191897	6444583		081122 INV	609.9792.42199	1.35
		191897	6444581		081122 INV	609.9792.42199	9.36
		191897	6440933		080422 INV	609.9792.42199	1.35
		191897	6440938		080422 INV	609.9792.42199	4.05
		191897	6440931		080422 INV	609.9792.42199	7.43
		191897	6440932		080422 INV	609.9792.42199	4.05
		191897	6440934		080422 INV	609.9792.42199	17.55
		191897	6440936		080422 DEL	609.9792.42199	0.46
		191897	6440928		080422 INV	609.9792.42199	1.35
		191897	6440935		080422 INV	609.9792.42199	2.70
		191897	6440937		080422 INV	609.9792.42199	6.08
		191897	6435935		072722 INV	609.9793.42199	4.05
		191897	6438000		072822 INV	609.9793.42199	9.45
		191897	6445462		081222 INV	609.9793.42199	16.21
		191897	6439963		080322 INV	609.9793.42199	6.68
							24,858.77
08/18/2022	MAIN	191898	01CN3129	PIONEER RIM & WHEEL CO.	AXEL	701.0000.14120	150.34
		191898	01CN3134		U-BOLT KIT	701.0000.14120	32.32
							182.66
08/18/2022	MAIN	191899	33738	PRAIRIE RESTORATIONS INC	VEGETATION MGMT-PRESTEMON 072722	604.9600.44000	1,125.00
		191899	33741		VEGETATION MGMT-RAMSDELL 072522	604.9600.44000	725.00
							1,850.00
08/18/2022	MAIN	191900	318432694	PREMIUM WATERS INC	102421 WATER	609.9791.42171	(2.00)
		191900	318937214		081222 WATER	609.9792.42171	

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08/18/2022	MAIN	191901	W-41011	PRYES BREWING COMPANY LLC	080522 INV	609.0000.14500	427.00
08/18/2022	MAIN	191902	430112	RAINBOW TREE CARE INC	EMERALD ASH BORER TREATMENTS	101.6102.44000	8,135.40
08/18/2022	MAIN	191903	13923	REVIZE LLC	WEBSITE SUPPORT 072722-072623	225.9844.43050	4,740.00
08/18/2022	MAIN	191904	080122	RICHSMANN/MARK	UMPIRE SOFTBALL 072822-072922	101.5003.43050	224.00
08/18/2022	MAIN	191905	080522	RODRIGUEZ/LAURA	REFUND DAMAGE DEPOSIT	101.0000.20810	30.65
		191905	080522		REFUND DAMAGE DEPOSIT	101.0000.34781	430.11
							460.76
08/18/2022	MAIN	191906	579225	ROHN INDUSTRIES INC	SHREDDING 070722	101.1410.44000	17.73
08/18/2022	MAIN	191907	158754	ROSEDALE CHEV	PURGE VALVE	701.0000.14120	41.54
08/18/2022	MAIN	191908	817	ROTARY CLUB OF FRIDLEY-COLUMBIA HEIGHTS	MEETINGS - BOURGEOIS	101.1320.44330	166.00
08/18/2022	MAIN	191909	303-200698	ROYAL TIRE	TIRES	701.0000.14120	494.24
08/18/2022	MAIN	191910	2022CI-73672	SAVE ON EVERYTHING INC	1/4 PAGE AD SEPT 2022	609.9791.43420	232.28
		191910	2022CI-73672		1/4 PAGE AD SEPT 2022	609.9792.43420	182.86
		191910	2022CI-73672		1/4 PAGE AD SEPT 2022	609.9793.43420	79.08
							494.22
08/18/2022	MAIN	191911	8105996460	SCHINDLER ELEVATOR CORP INC	PREVENT MAINT 0722	609.9791.44020	185.89
08/18/2022	MAIN	191912	212202	SKYHAWKS MINNESOTA	TRACK AND FIELD SPORTS CAMP 072522-	262.5016.43050	1,235.00
08/18/2022	MAIN	191913	2242437	SOUTHERN GLAZER'S	080422 INV/DEL	609.0000.14500	120.00
		191913	2239913		072922 INV/DEL	609.0000.14500	241.00
		191913	2239175		072822 INV/DEL	609.0000.14500	3,822.00
		191913	2245143		081122 INV/DEL	609.0000.14500	67.12
		191913	2242432		080422 INV/DEL	609.0000.14500	1,131.00
		191913	2245142		081122 INV/DEL	609.0000.14500	458.00
		191913	2245145		081122 INV/DEL	609.0000.14500	554.40
		191913	2245146		081122 INV/DEL	609.0000.14500	527.75
		191913	2245147		081122 INV/DEL	609.0000.14500	320.50
		191913	2245148		081122 INV/DEL	609.0000.14500	1,033.70
		191913	2245149		081122 INV/DEL	609.0000.14500	540.00
		191913	2245150		081122 INV/DEL	609.0000.14500	892.80
		191913	2245151		081122 INV/DEL	609.0000.14500	5,074.92
		191913	2245152		081122 INV/DEL	609.0000.14500	290.22
		191913	2245153		081122 INV/DEL	609.0000.14500	334.80
		191913	2245154		081122 INV/DEL	609.0000.14500	5,416.90
		191913	2245155		081122 INV/DEL	609.0000.14500	
		191913	2245156		081122 INV/DEL	609.0000.14500	

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		191913	2245300		081122 INV/DEL	609.0000.14500	5,074.92
		191913	2245298		081122 INV/DEL	609.0000.14500	320.50
		191913	2245299		081122 INV/DEL	609.0000.14500	270.00
		191913	2245143		081122 INV/DEL	609.9791.42199	1.28
		191913	2242432		080422 INV/DEL	609.9791.42199	6.40
		191913	2245144		081122 DEL	609.9791.42199	1.28
		191913	2245142		081122 INV/DEL	609.9791.42199	1.92
		191913	2245145		081122 INV/DEL	609.9791.42199	10.24
		191913	2245146		081122 INV/DEL	609.9791.42199	7.68
		191913	2245147		081122 INV/DEL	609.9791.42199	7.68
		191913	2245148		081122 INV/DEL	609.9791.42199	21.76
		191913	2245149		081122 INV/DEL	609.9791.42199	15.36
		191913	2245150		081122 INV/DEL	609.9791.42199	21.76
		191913	2245151		081122 INV/DEL	609.9791.42199	16.64
		191913	2245152		081122 INV/DEL	609.9791.42199	3.84
		191913	2245153		081122 INV/DEL	609.9791.42199	4.69
		191913	2245154		081122 INV/DEL	609.9791.42199	26.88
		191913	2245155		081122 INV/DEL	609.9791.42199	4.48
		191913	2245156		081122 INV/DEL	609.9791.42199	7.68
		191913	2242437		080422 INV/DEL	609.9792.42199	1.28
		191913	2239913		072922 INV/DEL	609.9792.42199	5.12
		191913	2239175		072822 INV/DEL	609.9792.42199	116.48
		191913	2245300		081122 INV/DEL	609.9793.42199	16.64
		191913	2245298		081122 INV/DEL	609.9793.42199	7.68
		191913	2245299		081122 INV/DEL	609.9793.42199	7.68
							28,172.21
08/18/2022	MAIN	191914	3514770464	STAPLES ADVANTAGE	CLOROX WIPES, KLEENEX, SOAP, BOWLS,	609.9791.42171	42.90
		191914	3514770464		CLOROX WIPES, KLEENEX, SOAP, BOWLS,	609.9792.42171	41.90
		191914	3514770465		SCISSORS	609.9793.42000	16.56
		191914	3514770464		CLOROX WIPES, KLEENEX, SOAP, BOWLS,	609.9793.42171	33.53
							134.89
08/18/2022	MAIN	191915	46628	STEEL TOE BREWING LLC	080222 INV	609.0000.14500	213.00
08/18/2022	MAIN	191916	11583343	STREICHER'S GUN'S INC/DON	VEST CARRIERS	101.2100.42172	552.00
08/18/2022	MAIN	191917	072622	SUMANGIL/ANNE	ZUMBA 071122-072522	101.5003.43050	93.00
08/18/2022	MAIN	191918	050922	SZUREK/MARLAINE	EDA MEETINGS 010322, 030722, 050222	201.2400.44380	140.00
08/18/2022	MAIN	191919	918886250	TENNANT COMPANY	FILTERS	701.0000.14120	463.40
08/18/2022	MAIN	191920	M27455	TIMESAVER OFF SITE SECRETR	COUNCIL MINUTES 062722	101.1410.43050	

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08/18/2022	MAIN	191921	777226	TRIO SUPPLY COMPANY INC	CAN LINERS, TP, TOWELS	240.5500.42171	405.70
		191921	779044		SOAP, TISSUES, VOMIT ABSORBENT	240.5500.42171	343.52
		191921	777989		PLASTIC BAGS	603.9530.42171	163.44
		191921	778915		TOWELS, TP	701.9950.42171	316.35
							1,229.01
08/18/2022	MAIN	191922	162789089	TRUGREEN CHEMLAWN	FERTILIZATION JPM 072622	101.5129.43050	67.20
		191922	163089117		LAWN SERVICE-LIBRARY 072622	240.5500.44020	160.73
							227.93
08/18/2022	MAIN	191923	6103257	UNIQUE MANAGEMENT SERVICES	0722 PLACEMENTS	240.5500.43050	46.60
08/18/2022	MAIN	191924	E-2494	URSA MINOR BREWING LLC	080922 INV	609.0000.14500	110.58
08/18/2022	MAIN	191925	031838	USABBLUEBOOK	ELECTRODE, COLORIMETER, WATER TEST	601.9600.42171	2,979.51
		191925	031838		FREIGHT	601.9600.42171	48.02
		191925	058096		CREDIT FREIGHT INV#031838	601.9600.42171	(33.61)
							2,993.92
08/18/2022	MAIN	191926	9912374069	VERIZON WIRELESS	080122 342019817-00001	101.3100.43211	240.33
		191926	9912374069		080122 342019817-00001	101.3121.43211	184.60
		191926	9912374069		080122 342019817-00001	101.5200.43211	184.59
		191926	9912374069		080122 342019817-00001	101.6102.43211	51.33
		191926	9912374069		080122 342019817-00001	601.9600.43211	344.26
		191926	9912374069		080122 342019817-00001	602.9600.43211	344.27
		191926	9912374069		080122 342019817-00001	603.9520.43211	74.99
		191926	9912374069		080122 342019817-00001	603.9530.43211	75.00
		191926	9912374069		080122 342019817-00001	604.9600.43211	61.33
		191926	9912374069		080122 342019817-00001	701.9950.43211	51.33
		191926	9912374069		080122 342019817-00001	705.9970.43211	51.33
							1,663.36
08/18/2022	MAIN	191927	0310299-IN	VINOCOPIA INC	081022 INV/DEL	609.0000.14500	1,194.42
		191927	0309775-IN		080322 INV/DEL	609.0000.14500	420.42
		191927	0310299-IN		081022 INV/DEL	609.9791.42199	18.00
		191927	0309775-IN		080322 INV/DEL	609.9791.42199	16.00
							1,648.84
08/18/2022	MAIN	191928	CH-08152022	VIRIDI INVESTMENTS LLC	081522 SOLAR POWER	609.9791.43810	625.14
08/18/2022	MAIN	191929	9189029	WASTE MANAGEMENT OF WI-MN	IREFUSE AND RECYCLING 0522	603.9510.42910	103,860.85
		191929	9189029		REFUSE AND RECYCLING 0522	603.9510.42920	20,160.35
		191929	9189029		REFUSE AND RECYCLING 0522	603.9510.42930	13,
		191929	9189029		REFUSE AND RECYCLING 0522	603.9540.43050	167

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
CHECK DATE FROM 08/05/2022 - 08/18/2022

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							138,589.29
08/18/2022	MAIN	191930	12467	WATER CONSERVATION SRVCS IN	LEAK LOCATE 47TH & FILLMORE 071222	601.9600.43050	321.88
08/18/2022	MAIN	191931	2504356490	WHOLESALE TRUCK-TRLR	PRTS :BRAKE ROTOR, MANUAL	701.0000.14120	175.38
		191931	2504356948		ROTOR	701.0000.14120	124.52
							299.90
08/18/2022	MAIN	191932	9233	WINDSCHITL/KEITH	GATE FEE 16/18U STATE	101.5005.44330	100.00
08/18/2022	MAIN	191933	7389155	WINE MERCHANTS	072722 INV	609.0000.14500	2,183.15
		191933	7389156		072722 INV	609.0000.14500	1,640.55
		191933	7391220		081122 INV	609.0000.14500	3,022.00
		191933	7391221		081122 INV	609.0000.14500	157.00
		191933	7389155		072722 INV	609.9791.42199	35.88
		191933	7391220		081122 INV	609.9791.42199	43.17
		191933	7391221		081122 INV	609.9791.42199	4.05
		191933	7389156		072722 INV	609.9792.42199	26.19
							7,111.99
08/18/2022	MAIN	191934	80550	WOLD ARCHTIECTS AND ENGINEE	IJPM FACILITY CONDITION ANALYSIS	411.9970.43050	848.27
08/18/2022	MAIN	191935	0982906558	XCEL ENERGY	(N S P) 080522 51-5047554-2	101.2100.43810	1,542.12
		191935	0982906558		080522 51-5047554-2	101.2200.43810	1,542.12
		191935	981791780		080122 51-4941920-1	101.3160.43810	10.16
		191935	982066349		0800222 51-4174399-1	101.3160.43810	10.16
		191935	981212632		072822 51-4159572-0	101.3160.43810	9.34
		191935	981212812		072822 51-0013562395-2	101.3160.43810	10.12
		191935	0982960663		080522 51-0011136455-2	240.5500.43810	1,035.17
		191935	0983220609		080822 51-0012469064-3	408.6414.43810	13.46
		191935	0980495198		072522 51-0012949181-3	601.9600.43810	1,168.44
							5,341.09
08/18/2022	MAIN	191936	IN000624476	ZIEGLER INC	FUEL FILTERS	701.0000.14120	136.08
08/18/2022	MAIN	76 (A)	13082865	ALLIED UNIVERSAL SECURITY	SISECURITY JPM 072922-073022	101.5129.43050	384.00
08/18/2022	MAIN	77 (A)	502409167	MIDWEST TAPE	AUDIOBOOK ORDER	240.5500.42185	12.99
		77 (A)	502367430		DVD ORDER	240.5500.42189	11.24
							24.23
				TOTAL - ALL FUNDS	TOTAL OF 206 CHECKS		912,317.99

Check Register Report For City Of Columbia Heights
For Check Dates 08/05/2022 to 08/18/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/12/2022	PR	90561	INSCCU	112.00	112.00	0.00	Open
08/12/2022	PR	90562	LAW ENFORCEMENT LABOR SERVICES	1,235.00	1,235.00	0.00	Open
08/12/2022	PR	90563	LAW ENFORCEMENT LABOR SERVICES	130.00	130.00	0.00	Open
08/12/2022	PR	EFT663	COL HTS LOCAL 1216	200.00	200.00	0.00	Open
08/12/2022	PR	EFT664	COLHTS FIREFIGHTER ASSN	310.00	310.00	0.00	Open
08/12/2022	PR	EFT665	MSRS MNDGP PLAN 650251	2,567.63	2,567.63	0.00	Open
08/12/2022	PR	EFT666	HSA BANK	8,050.85	8,050.85	0.00	Open
08/12/2022	PR	EFT667	VANTAGEPOINT TRANSFER 457	20,192.00	20,192.00	0.00	Open
08/12/2022	PR	EFT668	IRS	97,707.88	97,707.88	0.00	Open
08/12/2022	PR	EFT669	PERA 397400	80,127.97	80,127.97	0.00	Open
08/12/2022	PR	EFT670	COL HGTS POLICE ASSN	135.50	135.50	0.00	Open
08/12/2022	PR	EFT671	VANTAGEPOINT TRANSFER AGENTS	28,977.30	28,977.30	0.00	Open
08/12/2022	PR	EFT672	VANTAGEPOINT TRANSFER -401	1,857.23	1,857.23	0.00	Open
08/12/2022	PR	EFT673	STATE OF MN TAX	19,601.77	19,601.77	0.00	Open
08/12/2022	PR	EFT674	FINANCIAL ONE	70.00	70.00	0.00	Open

Totals:		Number of Checks: 015	261,275.13	261,275.13	0.00
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Total Physical Checks:	3
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Total Check Stubs:	12
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AGENDA SECTION	PUBLIC HEARINGS
MEETING DATE	AUGUST 22, 2022

ITEM:	Proposed Rental License Revocation for the Property at 4610/4612 Washington Street NE										
DEPARTMENT: Fire		BY/DATE: Assistant Chief Dan O'Brien, 8/22/22									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table border="0"> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input checked="" type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input checked="" type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel										
<input type="checkbox"/> Economic Strength	<input checked="" type="checkbox"/> Excellent Housing/Neighborhoods										
<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

BACKGROUND: Consideration of revocation of the rental license for the property at 4610/4612 Washington Street NE is requested, as property code violations remain uncorrected.

RECOMMENDED MOTION:
<p>MOTION: Move to waive the reading of Resolution 2022-75 there being ample copies available to the public.</p> <p>MOTION: Move to adopt Resolution 2022-75 being a resolution of the Council revoking the rental license for 4610/4612 Washington Street NE, in that the property has not met the requirements of the Property Maintenance Code.</p>

ATTACHMENT:

Resolution 2022-75 Revoking the Rental License for Uncorrected Viols – 4610-12 Washington St. NE

Resolution of the City Council for the City of Columbia Heights approving revocation pursuant to City Code of that certain property rental license held by Jehoshaphat Oyugi (Hereinafter "License Holder").

Whereas, license holder is the legal owner of the real property located at 4610/4612 Washington Street NE, Columbia Heights, Minnesota,

Whereas, pursuant to City Code, written notice setting forth the causes and reasons for the proposed Council action contained herein was given to the License Holder on August 4, 2022, of a public hearing to be held on August 22, 2022.

Now, therefore, in accordance with the foregoing, and all ordinances and regulations of the City of Columbia Heights, the City Council of the City of Columbia Heights makes the following:

FINDINGS OF FACT

1. That on June 27, 2022, inspectors for the City of Columbia Heights, inspected the property described above and noted violations. A compliance letter listing the violations was mailed by regular mail to the owner at the address listed on the Rental Housing License Application.
2. That on July 29, 2022, inspectors for the City of Columbia Heights performed a re-inspection and noted that violations remained uncorrected. A Statement of Cause was mailed via regular mail to the owner at the address listed on the rental housing license application.
3. That on August 12, 2022, inspectors for the City of Columbia Heights checked records for this property and noted that the violations remained uncorrected.
4. That based upon said records of the Enforcement Office, the following conditions and violations of the City's Property Maintenance Code were found to exist, to-wit:
 - a. Shall repair/replace non-functioning carbon monoxide detector in 4610 main floor common area.
 - b. Shall investigate electrical issues in 4610 kitchen and laundry room to include non-functioning electrical outlets, refrigerator plugged in with extension cord, fuses blowing, etc. All electrical equipment, wiring, and appliances shall be installed and maintained to the Minnesota State Building Code.
 - c. Shall grant access to 4612 for inspection.
 - d. This property is licensed as a duplex rental property. Inspectors have noted that a third unit has been added and multiple families are occupying the property. Owner has 30 days to contact the city of Columbia Heights Building Official at (763) 706-3670 and obtain the permits and inspections to make this property a legal triplex or the third illegal unit must be removed to bring the property into compliance.
5. That all parties, including the License Holder and any occupants or tenants, have been given the appropriate notice of this hearing according to the provisions of the City Code.

1. The rental license belonging to the License Holder described herein and identified by license number 22-0005005 is hereby revoked.
2. The city will post for the purpose of preventing occupancy a copy of this order on the buildings covered by the license held by License Holder.
3. All tenants shall remove themselves from the premises within 45 days from the first day of posting of this Order revoking the license as held by License Holder.

Passed this _____ day of _____, 2022

Offered by:

Seconded by:

Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	AUGUST 22, 2022

ITEM:	Conditional Use Permit for Dynamic LED Sign at Municipal Liquor Store #3										
DEPARTMENT: Community Development		BY/DATE: Aaron Chirpich – 8/17/22									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i></p> <table> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel</td> </tr> <tr> <td><input checked="" type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input checked="" type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel	<input checked="" type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming “Small-Town” Feel										
<input checked="" type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods										
<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

INTRODUCTION:

The City of Columbia Heights has requested approval of a conditional use permit (CUP) to allow the installation of a dynamic LED sign upon its Top Valu municipal liquor store #3 site located at 5225 University Avenue NE. The LED sign is proposed to comprise the bottom one-half of an existing pylon sign which presently exists upon the site. The existing sign measures 100 square feet in area (per side) and 25 feet in height.

Currently, the pylon sign advertises the former Goodyear tire store and municipal liquor store #3. This conditional use permit request coincides with the planned expansion of the liquor store to include the former Goodyear tire store space. As a result of the liquor store expansion, the pylon sign will advertise the sole occupant of the building, that being Top Valu Liquor. The current, “Top Valu Liquor” sign will be removed to comprise the top one-half of the pylon sign.

The subject site was recently rezoned from GB, General Business to PO, Public and Open Space. Within the PO District, dynamic signs which are utilized on existing pylon signs are allowed by conditional use permit (per Section 9.106(P)(8) of the Sign Code). The GB, General Business District only allows dynamic LED signs on monument signs (by CUP).

COMPREHENSIVE PLAN:

The proposed dynamic LED sign component will allow the City to convey information which is considered beneficial to the community (as a public use). This in turn, is consistent with the goals of the Comprehensive Plan.

ZONING ORDINANCE:

The subject site is zoned PO, Limited Business, within which dynamic LED signs which are affixed to an existing pylon sign are allowed by conditional use permit.

The following is a listing of land uses and zoning designations which surround the subject site:

	Zoning	Land Use
North	GB, General Business	Commercial (Beauty Salon)
South	GB, General Business	Commercial (dental office)
East	R-2A, One and two Family Residential	Single family residential
West	Multi-family residential	City of Fridley

As shown on the submitted sign plan, the top one-half of the pylon sign will advertise the Top Valu Liquor store. This portion of the sign is to be two-sided, measure approximately 50 square feet in size (per side) and will not include a dynamic sign LED component.

The lower half of the sign likewise measures 50 square feet in area (per side) and is to be comprised of dynamic LED signage.

Dynamic LED signs are regulated by Section 9.106 (P)(8)(a) of the Sign Code which imposes the following requirements:

- Dynamic LED signs are allowed only on monument signs for conditionally permitted uses in all zoning districts, with the exception of the PO, Public District, in which LED signage may be utilized in existing pylon signs. Motor fuel stations may display dynamic LED signs as part of the pylon sign to promote motor fuel prices only. Such motor fuel price signs do not require a conditional use permit. All dynamic LED signs may occupy no more than 60% of the actual copy and graphic area. The remainder of the sign must not have the capability to have dynamic LED signs, even if not used. Only one, contiguous dynamic display area is allowed on a sign face.*
- A dynamic LED sign may not change or move more often than once every ten seconds for commercial, industrial uses, or public uses, and no more than once every ten minutes for religious and/or educational institution uses, except one for when changes are necessary to correct hour and minute, date, or temperature information.*
- A display of time, date or temperature information may change as frequently as once every five seconds, however information displayed not relating to the date, time or temperature must not change or move more often than once every ten seconds for commercial, industrial uses, or public uses, and no more than once every ten minutes for religious and/or educational institution uses.*
- The images and messages displayed must be static, and the transition from one static display to another must be instantaneous without any special effects. Motion, animation and video images are prohibited on dynamic LED sign displays.*
- The images and messages displayed must be complete in themselves, without continuation in content to the next image or message or to any other sign.*
- Dynamic LED signs must be designed and equipped to freeze the device in one position if a malfunction shall occur. The displays must also be equipped with a means to immediately discontinue the display if*

it malfunctions, and the sign owner must immediately stop the dynamic display when notified by the city that it is not complying with the standards of this section.

- 7. Dynamic LED signs may not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness. Dynamic LED signs must have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level for the time period between one-half hour before sunset and one half-hour after sunrise.*
- 8. Dynamic LED signs existing on the effective date of Ordinance 1593, passed April 25, 2011, must comply with the operational standards listed above. An existing dynamic LED sign that does not meet the structural requirements may continue as a non-conforming sign subject to § 9.105(E).*

As a condition of conditional use permit approval, all applicable dynamic LED sign requirements of the Sign Code should be satisfied.

FINDING OF FACT:

Section 9.104 (H) of the Zoning Ordinance outlines certain findings of fact that must be met in order for the City to approve a conditional use permit. They are as follows:

- (a) The use is one of the conditional uses listed for the zoning district in which the property is located or is a substantially similar use as determined by the Zoning Administrator.***

Digital LED signs are specifically listed as a conditional use in the PO, Public and Open Space District.

- (b) The use is in harmony with the general purpose and intent of the comprehensive plan.***

The use has been and will continue to be in harmony with the purpose of the Comprehensive Plan.

- (c) The use will not impose hazards or disturbing influences on neighboring properties.***

The City will need to abide by the specific development standards of the Sign Code related to LED signs. The standards were adopted for the purpose of limiting adverse impacts upon surrounding properties. Given the location of the existing pylon sign, its orientation along University Avenue and that the sign presently exists, Staff feels that the use will not negatively impact neighboring properties.

- (d) The use will not substantially diminish the use of property in the immediate vicinity.***

The use will of property will not be diminished as a result of the erection of the dynamic LED sign upon the subject site.

- (e) The use will be designed, constructed, operated and maintained in a manner that is compatible with the appearance of the existing or intended character of the surrounding area.***

The City will need to abide by the specific development standards of the City Code related to dynamic LED signs.

(f) The use and property upon which the use is located are adequately served by essential public facilities and services.

The use and property upon which the liquor store is located is adequately served by essential public facilities and services.

(g) Adequate measures have been or will be taken to minimize traffic congestion on the public streets and to provide for appropriate on-site circulation of traffic.

The placement of an LED sign component upon the existing pylon sign will have no impact on traffic congestion.

(h) The use will not cause a negative cumulative effect, when considered in conjunction with the cumulative effect of other uses in the immediate vicinity.

The use will not have a negative cumulative effect upon uses in the immediate vicinity.

(i) The use complies with all other applicable regulations for the district in which it is located.

As a condition of conditional use permit approval, the LED sign must comply with applicable City Code requirements.

RECOMMENDATION:

In review of the City's, application, and other relevant materials, staff finds the request to be reasonable and believe the proposed sign will not negatively impact the health, safety, or welfare of the City, its residents, and property owners. On August 3, 2022, the Planning Commission voted 3-1 (three members were absent) to recommend approval to the City Council on this matter. During their deliberations, the commission members requested that staff add a condition of approval to ensure that the sign will be used to convey general City messaging and announcements, and not just be used for liquor store advertising. This condition has been added to the resolution.

Staff recommends that the City Council approve the conditional use permit as presented, subject to the conditions listed below.

1. The dynamic LED sign shall not occupy no more than 60 percent of the actual copy and graphic area. The remainder of the sign shall not have the capability to have dynamic LED signs, even if not used. Only one, contiguous dynamic display area shall be allowed on a sign face.
2. The dynamic LED sign shall not change or move more often than once every ten seconds, except for when changes are necessary to correct hour and minute, date, or temperature information.
3. A display of time, date or temperature information may change as frequently as once every five seconds, however information displayed not relating to the date, time or temperature shall not change or move more often than once every ten seconds.

4. The images and messages displayed shall be static, and the transition from one static display to another shall be instantaneous without any special effects. Motion, animation and video images shall be prohibited.
5. The images and messages displayed on the LED sign shall be complete in themselves, without continuation in content to the next image or message or to any other sign.
6. The LED sign shall be designed and equipped to freeze the device in one position if a malfunction shall occur. The displays shall also be equipped with a means to immediately discontinue the display if it malfunctions.
7. The dynamic LED sign shall not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness.
8. The dynamic LED sign shall have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level for the time period between one-half hour before sunset and one half-hour after sunrise.
9. To ensure "public use" of the dynamic LED sign, the City shall use the sign to display messaging and announcements of importance and general concern to the residents of Columbia Heights in addition to advertising for the liquor store.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2022-68, there being ample copies available to the public.

MOTION: Move to adopt Resolution 2022-68, a resolution approving a conditional use permit for a dynamic LED sign for a municipal liquor store within the City of Columbia Heights, Minnesota, subject to conditions outlined within the resolution.

ATTACHMENT(S):

- Resolution 2022-68
- Application
- Sign Plans

RESOLUTION NO. 2022-68
RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
A DYNAMIC LED SIGN FOR A MUNICIPAL LIQUOR STORE
WITHIN THE CITY OF COLUMBIA HEIGHTS, MINNESOTA

WHEREAS, a proposal (Case #2022-0801) has been submitted by City Staff to the City Council requesting a conditional use permit from the City of Columbia Heights at the following site:

ADDRESS: 5225 University Avenue NE

LEGAL DESCRIPTION: On file at City Hall.

THE APPLICANT SEEKS THE FOLLOWING PERMIT: A Conditional Use Permit per Code Section 9.106 (P)(8)(a), to allow a dynamic LED sign in the PO, Public and Open Space District

WHEREAS, the subject site is zoned PO, Public and Open Space which makes an allowance for dynamic LED signs which are utilized on existing pylon signs; and

WHEREAS, the applicant plans to affix a dynamic LED sign to an existing pylon sign, and

WHEREAS, the Planning Commission held a public hearing, as required by the City Zoning Code, on August 4, 2022; and recommended approval of the conditional use permit subject to various conditions; and

WHEREAS, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed conditional use permit upon the health, safety, and welfare of the community and its Comprehensive Plan, as well as any concerns related to compatibility of uses, traffic, property values, light, air, danger of fire, and risk to public safety in the surrounding areas; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbia Heights that, after reviewing the proposal, the City Council accepts and adopts the following findings of the Planning Commission:

1. The use is one of the conditional uses listed for the zoning district in which the property is located or is a substantially similar use as determined by the Zoning Administrator.
2. The use is in harmony with the general purpose and intent of the Comprehensive Plan.
3. The use will not impose hazards or distributing influences on neighboring properties.
4. The use will not substantially diminish the use of property in the immediate vicinity.

5. The use will be designed, constructed, operated and maintained in a manner that is compatible with the appearance of the existing or intended character of the surrounding area.
6. The use and property upon which the use is located are adequately served by essential public facilities and services.
7. Adequate measures have been or will be taken to minimize traffic congestion on the public streets and to provide for appropriate on-site circulation of traffic.
8. The use will not cause a negative cumulative effect, when considered in conjunction with the cumulative effect of other uses in the immediate vicinity.
9. The use complies with all other applicable regulations for the district in which it is located.

FURTHER, BE IT RESOLVED, that the attached conditions, maps, and other information shall become part of this permit and approval; and in granting this permit the City and the applicant agree that this permit shall become null and void if the project has not been completed within one (1) calendar year after the approval date, subject to petition for renewal of the permit.

CONDITIONS ATTACHED:

1. The dynamic LED sign shall not occupy no more than 60 percent of the actual copy and graphic area. The remainder of the sign shall not have the capability to have dynamic LED signs, even if not used. Only one, contiguous dynamic display area shall be allowed on a sign face.
2. The dynamic LED sign shall not change or move more often than once every ten seconds, except one for when changes are necessary to correct hour and minute, date, or temperature information.
3. A display of time, date or temperature information may change as frequently as once every five seconds, however information displayed not relating to the date, time or temperature shall not change or move more often than once every ten seconds.
4. The images and messages displayed shall be static, and the transition from one static display to another shall be instantaneous without any special effects. Motion, animation and video images shall be prohibited.

5. The images and messages displayed on the LED sign shall be complete in themselves, without continuation in content to the next image or message or to any other sign.
6. The LED sign shall be designed and equipped to freeze the device in one position if a malfunction shall occur. The displays shall also be equipped with a means to immediately discontinue the display if it malfunctions.
7. The dynamic LED sign shall not exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness.
8. The dynamic LED sign shall have an automatic dimmer control to produce a distinct illumination change from a higher illumination level to a lower level for the time period between one-half hour before sunset and one half-hour after sunrise.
9. To ensure "public use" of the dynamic LED sign, the City shall use the sign to display messaging and announcements of importance and general concern to the residents of Columbia Heights in addition to advertising for the liquor store.

Passed this 22nd day of August 2022

Offered by:

Seconded by:

Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk

COLUMBIA HEIGHTS

Community Development Department
590 40th Ave. NE, Columbia Heights, MN 55421

NON-RESIDENTIAL - CONDITIONAL USE PERMIT APPLICATION ORDINANCE NO. 9.104 (H)

This application is subject to review and acceptance by the City. Applications will be processed only if all required items are submitted.

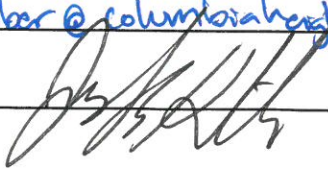
PROPERTY INFORMATION

Project Address/Location: 5225 University Avenue NE, Columbia Heights, MN 55421
Legal Description of property: ROSLYN PARK CITY OF COLUMBIA HEIGHTS LOTS 21 & 22
BLK 4 ROSLYN PARK
Present use of property: Municipal Liquor Store (Top Valu Liquor #3)
Proposed conditional use of property: Dynamic LED Sign

PROPERTY OWNER (As it appears on property title):

Company/Individual (please print): City of Columbia Heights
Contact Person (please print): Joseph Kloiber
Mailing Address: 590 40th Avenue NE
City: Columbia Heights State: MN Zip: 55421
Daytime Phone: (763) 706-3627 Cell Phone: _____
E-mail Address: j.kloiber@columbiheightsmn.gov
Signature/Date: X

APPLICANT:

Company/Individual (please print): City of Columbia Heights
Contact Person (please print): Joseph Kloiber
Mailing Address: 590 40th Avenue NE
City: Columbia Heights State: MN Zip: 55421
Daytime Phone: (763) 706-3627 Cell Phone: _____
E-mail Address: j.kloiber@columbiheightsmn.gov
Signature/Date: X  -contact

COLUMBIA HEIGHTS

REASON FOR REQUEST (please attach a written narrative describing the intended use of the property and justification for your request. Describe any modifications and/or limitations of the use that have been made to insure its compatibility with surrounding uses and with the purpose and intent of the Zoning Ordinance and the Comprehensive Plan.)

FOR OFFICE USE ONLY

CASE NO: 2022-0801

APPLICATION REC'D BY: MNH

\$500 APPLICATION FEE REC'D: exempt

DATE APPLICATION REC'D: 7/5/22

RECEIPT NUMBER: n/a

Approved by Planning & Zoning Commission on _____

Approved by City Council on _____

The City would like to install a dynamic LED sign at Top Valu Liquor #3. This use is permitted as a conditionally permitted use in the Public and Open Space District, in which LED signage may be utilized in existing pylon signs. The proposed sign is compliant with the City's Zoning Ordinance and the Comprehensive Plan.

Revised June 2017

TOP VALU LIQUOR





Existing
Scale: 3/16" = 1'



Updated
Scale: 3/16" = 1'

REMOVE AND DISPOSE OF GOOD YEAR FACES.
RELOCATE TOP VALU FACES TO TOP CABINET.
INSTALL NEW DAKTRONICS EMC INTO EXISTING BOTTOM CABINET.
VERIFY IF EXISTING POWER WILL SUPPORT 2 EMCs.



DESIGN | FABRICATION | INSTALLATION | SERVICE

7775 Main St. N.E.,
Fridley, MN 55432
P: 763.754.2899 | F: 763.767.7316
www.AlbrechtSignCompany.com

City of Columbia Heights:
Top Value | Good Year


Client Address:
590 40th Ave NE
Columbia Heights, MN 55421

Start Date: 2/18/2022
Last Revision Date: N/A
Job Number: N/A
Drawing Revision: N/A
Sales Representative: CJ
Designer: RD

Revision	Update
01	
02	
03	
04	
05	
06	
07	
08	
09	

Customer Signature of Approval
X _____

LED Module	Power Supply
Type	Type
Units	Units



This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

Copyright 2022, By Albrecht Sign Company, Inc. All Designs Presented Are The Sole Property Of Albrecht Sign Company Inc., And May Not Be Reproduced In Part Or Whole Without Written Permission From Albrecht Sign Company Inc Photo Renderings Are Not To Scale. Colors In This Drawing Are For Representation Purposes Only And May Differ From Finished Product, Physical Color Samples Can Be Provided Upon Request.

DESIGN | FABRICATION | INSTALLATION | SERVICE

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Revision	Update
01	
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08	
09	

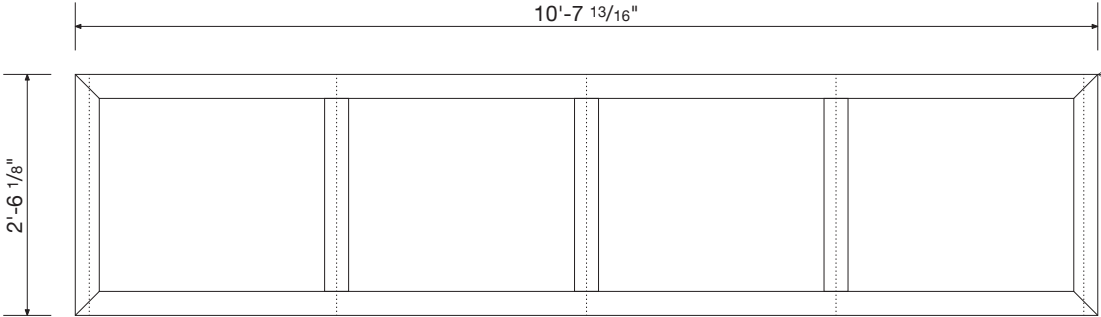
Customer Signature of Approval
X_____

LED Module	Power Supply
Type	Type
Units	Units



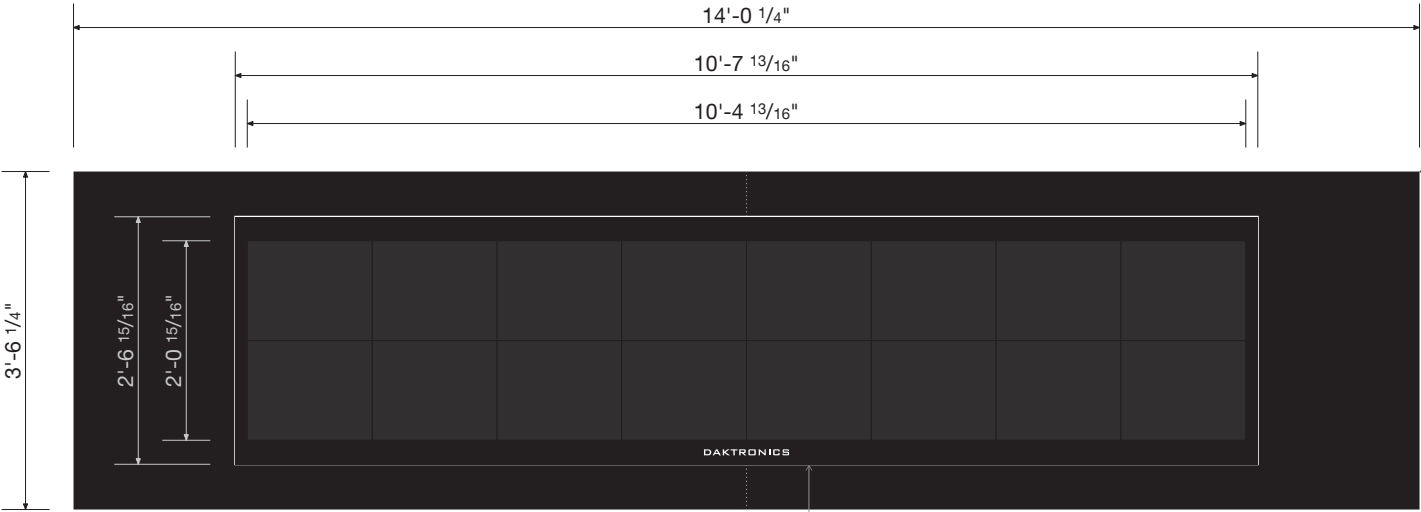
LISTED

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Face View
Scale: 1/2" = 1'

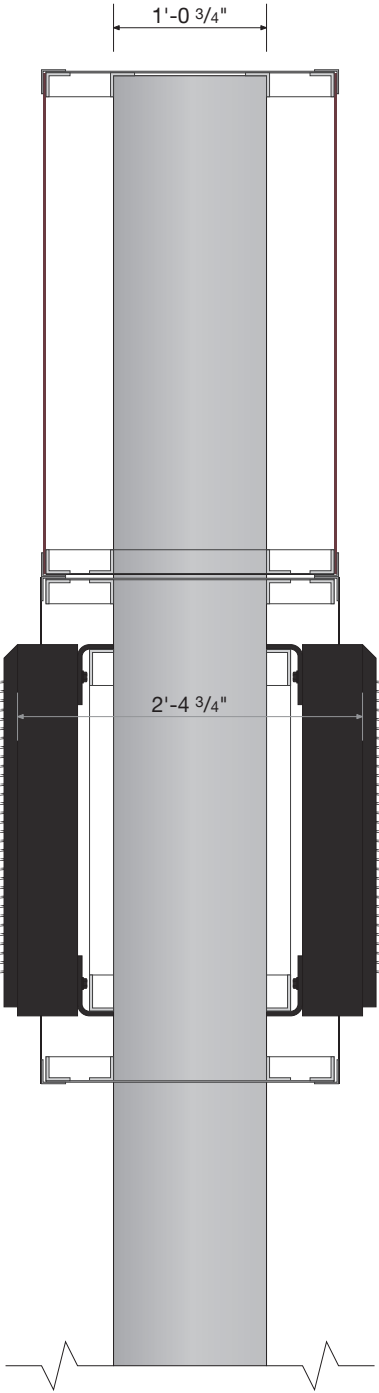
(2) 2x3 Steel angle frames.
Supply additional loose steel angle for in field installation.



Face View
Scale: 1/2" = 1'

15.85mm - Daktronics - RGB.
PN: 3112267

(2) .125" Aluminum faces painted MP Black.
Splice face in 2 sections.
Routed hole for Daktronics EMC.
Fasten w/ CS screws into existing retainer.



A Section View
Scale: 3/4" = 1'

Color:	Black	N/A	N/A	N/A	N/A	N/A	N/A	N/A	ST-100
Paint Finish:	MP Black	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Daktronics
Vinyl:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Quantity: 2 Square Feet: 49.4
Digital Print:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Single Face: <input type="checkbox"/> Illuminated: <input checked="" type="checkbox"/>
Other:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Double Face: <input checked="" type="checkbox"/> Non-Illuminated: <input type="checkbox"/>

AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	AUGUST 22, 2022

ITEM:	Approval of Resolution 2022-76, a resolution approving the Declaration, The Heights, CIC #342, Anoka County, Minnesota which recites ownership rights, responsibilities, easements, restrictions and conditions between BPOZ Columbia Heights, LLC and the City of Columbia Heights.		
DEPARTMENT: Administration		BY/DATE: Kelli Bourgeois / August 18, 2022	
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i>			
_ Safe Community		_ Diverse, Welcoming “Small-Town” Feel	
_ Economic Strength		_ Excellent Housing/Neighborhoods	
_ Equity and Affordability		X Strong Infrastructure/Public Services	
_ Opportunities for Play and Learning		_ Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND:

We are nearing the final steps to close on the new city hall condominium space and we have two final documents needing Council approval before closing can occur. The first is the Condominium Declaration. This document provides details regarding ownership rights and responsibilities for all of the property including the City's space, the multi-family and café space, areas that will be under common use, such as hallways, and areas that are under common ownership but with restricted use. The document establishes that the City will have 6% ownership of the total facility with BPOZ, LLC retaining ownership of the remaining 94% of the facility. This is the calculation that will be used to determine maintenance and depreciation costs as well as insurance and other common expenses. This is consistent with the original discussions with those estimates being 95/5%.

The attorneys and staff are continuing to work through some minor edits to the document but do not anticipate any further substantive changes at this point. Therefore staff is comfortable bringing the document forward for your approval with a condition in the resolution that states the document may yet be subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and the City Manager. Given this, staff recommends approval of the Declaration as presented.

RECOMMENDED MOTION(S):
<p>MOTION: Move to waive the reading of Resolution 2022-76, there being ample copies available to the public.</p> <p>MOTION: Move to approve Resolution 2022-76, a resolution approving the Declaration, The Heights, CIC #342, Anoka County, Minnesota which recites ownership rights and responsibilities, easements, restrictions and conditions between BPOZ, LLC. and the City of Columbia Heights.</p>

ATTACHMENT(S):
Resolution 2022-76
Draft Declaration, The Heights, CIC #342
CIC Plat

REVISED**CITY OF COLUMBIA HEIGHTS, MINNESOTA****RESOLUTION NO. 2022-76**

RESOLUTION APPROVING THE DECLARATION/CIC PLAT, THE HEIGHTS, CIC #342, ANOKA COUNTY, MINNESOTA WHICH RECITES OWNERSHIP RIGHTS AND RESPONSIBILITIES, EASEMENTS, RESTRICTIONS AND CONDITIONS BETWEEN BPOZ, LLC. AND THE CITY OF COLUMBIA HEIGHTS, DEPICTS THE UNITS AND PROPERTY AND OTHERWISE CREATES THE COMMON INTEREST COMMUNITY KNOWN AS THE HEIGHTS.

BE IT RESOLVED by the City Council ("Council") of the City of Columbia Heights, Minnesota ("City") as follows:

Section 1. Recitals.

1.01. The City and the Columbia Heights Economic Development Authority (the "Authority") have previously established the NE Business Center Tax Increment Financing District ("TIF District") within the Downtown Central Business District Redevelopment Project to promote the development and redevelopment of land which is underutilized within the City.

1.02. The City, the Economic Development Authority, and BPOZ Columbia Heights, LLC ("Developer") have previously entered into a Purchase and Redevelopment Contract (the "Contract"), which provided for the conveyance by the City and the Authority of the City/Authority Parcels located at the southeast corner of Central Avenue and 40th Avenue NE (the "Redevelopment Property") to the Developer, and the construction of improvements by the Developer of a multi-use facility comprising commercial space, a city hall, and multi-family housing (the "Minimum Improvements").

1.03. The Contract provides that the Commercial Unit shall be conveyed by the Developer to the City after completion of the Minimum Improvements on the Redevelopment Property.

1.05. A Transfer Agreement between the City and Developer (the "Transfer Agreement") was entered into on October 27, 2020, in which each party agreed that upon completion of the Commercial Unit (the "City Hall Component") in a Grey Shell Condition as described therein, the Developer shall convey this Commercial Unit to the City for no additional consideration.

1.06 The City and Developer have negotiated the terms of the Declaration/CIC Plat as presented herein which includes, but is not limited to, allocation of common element

ownership percentages, common expense liability and voting rights, ownership rights and responsibilities, easements, covenants, restrictions and conditions of the parties.

Section 2. Declaration/CIC Plat Approval.

2.01 The Declaration/CIC Plat as presented to the Council is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Manager, provided that execution of the Agreement by such officials shall be conclusive evidence of approval.

2.02. City staff and consultants are authorized to take any action necessary to carry out the intent of this resolution.

Adopted by the City Council of the City of Columbia Heights this 22nd day of August, 2022.

Offered by:

Seconded by:

Roll Call:

Amáda Márquez Simula, Mayor

ATTEST:

Sara Ion, City Clerk/Council Secretary

(Above Space Reserved for Recording Data)

**COMMON INTEREST COMMUNITY
NUMBER 342**

A Condominium

THE HEIGHTS

DECLARATION

**COMMON INTEREST COMMUNITY NUMBER 342
A Condominium**

THE HEIGHTS

DECLARATION

THIS DECLARATION FOR COMMON INTEREST COMMUNITY NUMBER 342, A Condominium, THE HEIGHTS, Anoka County, Minnesota, is made as of this ____ day of _____, 2022 by BPOZ COLUMBIA HEIGHTS, LLC, a Delaware limited liability company (the “**Declarant**”), pursuant to Minnesota Statutes, Chapter 515B, known as the “**Minnesota Common Interest Ownership Act**,” and laws amendatory thereof and supplemental thereto (the “**Act**”).

RECITALS

A. Declarant is the owner in fee simple of the real property situated in the City of Columbia Heights in Anoka County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

B. Declarant has constructed a building and related structures, improvements and other permanent fixtures on the Property in fulfillment of an agreement with the City of Columbia Heights, a municipality under the laws of Minnesota (the “**City**”), whereby Declarant will sell to the City, and the City will purchase from Declarant, a portion of the Property for use as a city hall.

C. Declarant intends to retain the remainder of the Property for use as multifamily rental apartments and for limited retail.

D. To subdivide the building and preserve the value of the Property, Declarant desires to submit the same, along with all structures, improvements and other permanent fixtures now or hereafter constructed thereon, to the provisions of the Act, and to incorporate under the laws of the State of Minnesota “**The Heights Owners Association**” as a nonprofit corporation for the purpose of administering the Property.

E. Declarant intends then to sell and convey to the City a condominium interest or estate in and to the Property, and any and all rights and privileges belonging to or in any way appertaining thereto.

F. Declarant desires and intends that the Owners, Secured Parties, Occupants and other Persons (each as defined in **Article I**) hereafter acquiring any interest in the Property shall at all times enjoy the rights, easements, privileges, and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the condominium form of ownership of the Property and are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of the same.

NOW, THEREFORE, Declarant, as the sole owner of the Property, hereby subjects the Property as a condominium to both the Act and this Declaration under the name “**Common**

Interest Community No. 342, The Heights,” consisting of the Units referred to in **Article 2** and related Common Elements, declares that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning, or acquiring any right, title or interest therein, and their heirs, personal representatives and assigns.

ARTICLE 1. Definitions

The terms and phrases used in this Declaration shall have the meanings ascribed to them in Section 515B.1-103 of the Act except as those meanings are modified or supplemented below.

1.1 Applicable Laws. “**Applicable Laws**” means any and all applicable laws, statutes, ordinances, codes, regulations, rules, requirements, licenses or decisions of any governmental or quasi-governmental authority having jurisdiction over, and all judicial orders, judgments, decrees and injunctions, whether foreseen or unforeseen, ordinary or extraordinary, now or at any time hereafter applicable to the Property, the Association or this Condominium.

1.2 Articles. “**Articles**” means the articles of incorporation of the Association on file with the Minnesota Secretary of State, as the same may be amended from time to time.

1.3 Association. “**Association**” means the association of Unit Owners organized under Section 515B.3-101 of the Act in general and in particular “**The Heights Owners Association,**” a nonprofit corporation organized under Chapter 317A of Minnesota Statutes, as amended, of which each Owner shall by virtue of such ownership interest be a Member, and which has been established for the purpose of administering, managing, maintaining, operating, repairing, altering and improving the General Common Elements of the Property, and such other improvements as set forth herein, for the collective benefit of the Members.

1.4 Board. “**Board**” means the board of directors of the Association.

1.5 Building. “**Building**” means the structure built on the Property and containing the Units.

1.6 Bylaws. “**Bylaws**” means the corporate bylaws of the Association, as amended from time to time.

1.7 CIC Plat. “**CIC Plat**” means that certain common interest community plat of the Condominium meeting the requirements of Section 515B.2-1101 of the Act, including any amended common interest community plat recorded from time to time in accordance with the Act.

1.8 Commercial Garage. “**Commercial Garage**” means that part of the Garage located on the westerly side of the street level of the Building and shown on the CIC Plat as a Commercial Limited Common Element. The Commercial Garage was designed to include twenty-eight (28) parking stalls, and related drive aisles.

1.9 Commercial Limited Common Elements. “**Commercial Limited Common Elements**” means those Common Elements reserved by this Declaration, the CIC Plat or the Act

for the exclusive use of the Commercial Unit, and includes among them the following: the outdoor benches, the heated sidewalk outside the westerly entrance to the Commercial Unit, ground level crash barriers originally installed and any replacements thereof, signage serving or benefitting solely the Commercial Unit, the exterior façade (limestone) outside the Commercial Unit, the Commercial Garage, the ramp thereto, the glass vestibule leading to the Commercial Garage, the westerly exterior Garage door and its frame, the entrance gate and all parking technology within and serving the Commercial Garage, the emergency generator for non-fire and life safety systems serving only the Commercial Unit, as well as those items described in **Section 1.22** serving exclusively the Commercial Unit.

1.10 Commercial Owner. “**Commercial Owner**” means the Owner, from time to time, of the Commercial Unit.

1.11 Commercial Unit. “**Commercial Unit**” shall mean Unit 1, as depicted on the CIC Plat, which Unit will initially be owned and occupied by the City.

1.12 Common Elements. “**Common Elements**” has the meaning ascribed to it in the Act, and includes all parts of the Property except the Units. The term includes within its scope both Limited Common Elements and General Common Elements.

1.13 Common Expenses. “**Common Expenses**” means expenditures made or liabilities incurred by or on behalf of the Association together with any allocations for reserves, including the following: premiums for any and all insurance maintained by the Association, including any deductible or co-insurance amount not covered by such insurance; professional management fees for services rendered to the Association; common utilities that are not separately metered; legal and accounting fees; the cost of the fidelity bonds, if any, required by the Board; all costs for the maintenance, operation, alteration, improvement and replacement of the General Common Elements, and any other components of the Property or easements which the Association is obligated to maintain in whole or in part; electrical and heating costs for the Garage as set forth in **Section 2.10**; and any other expenses for the administration, operation and management of the Association and the Condominium as determined and assessed by the Board. Notwithstanding any provision to the contrary, during any period in which the Owner of the Commercial Unit is the City or a governmental or quasi-governmental entity affiliated with the City, the term “Common Expenses” expressly does not include any unpaid portion of any assessment against a Unit that is acquired pursuant to a mortgage foreclosure proceeding or a deed in lieu of foreclosure and not required to be paid by such acquirer and deficits remaining from any prior assessment period but such items shall be included in Common Expenses thereafter, if applicable.

1.14 Condominium. “**Condominium**” means a common interest community, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions. Specifically, as the term is used herein, it means and refers to Common Interest Community Number 342, a Condominium, The Heights, Anoka County, Minnesota, the Condominium established by this Declaration.

1.15 Declarant. “**Declarant**” means BPOZ COLUMBIA HEIGHTS, LLC, a Delaware limited liability company, its successors or assigns;

1.16 Eligible Mortgagee. “**Eligible Mortgagee**” means the owner or owners of any First Mortgage on a Unit, and the successors or assigns of such Eligible Mortgagee or any Persons named as vendor or seller under any recorded contract for deed of a Unit and the successors or assigns of such vendor which holder, assignee, vendor, successor, or seller, as the case may be, has requested in writing that the Association notify it regarding any proposed action which requires approval by a specified number of Eligible Mortgagees.

1.17 First Mortgage. “**First Mortgage**” means a recorded mortgage on a Unit which is first in priority upon foreclosure to all other mortgages that encumber such Unit.

1.18 Garage. “**Garage**” means the garage located in the basement and surface levels of the Building and which is partially located within the Multifamily Unit and partially located within the Commercial Limited Common Elements.

1.19 General Common Elements. “**General Common Elements**” mean the Common Elements other than Limited Common Elements. Without limiting the generality of this definition, the structure and shell of the Building (but not the facades), the pocket park, the sidewalks (other than the heated sidewalk outside the westerly entrance to the Commercial Unit), the exterior landscaping, exterior lighting, exterior signage (except as may be designated as Limited Common Elements), roads (including the turn-around space along Gould Avenue Northeast), the interior vertical Garage door between the Commercial Garage and the Multifamily Garage, the interior hallway located south of the Commercial Unit, the storm water drainage system and the land surrounding the Building (except those portions designated as Limited Common Elements), as well as the shared emergency generator and the shared fire and life safety system, are General Common Elements. Any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or other fixture or improvement serving all of the Units or the Common Elements is a part of the General Common Elements, notwithstanding anything contained herein or implied hereby to the contrary.

1.20 Governing Documents. “**Governing Documents**” mean this Declaration, and the Articles and the Bylaws, as amended from time to time, all of which shall govern the use and operation of the Property.

1.21 Hazardous Substances. “**Hazardous Substances**” means any toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group or organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products), as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment.

1.22 Limited Common Element. “**Limited Common Element**” means a portion of the Common Elements allocated by this Declaration, the CIC Plat or by operation of Section 515B.2-109(c) or (d) of the Act, for the exclusive use of one or more but fewer than all of the Units. Specifically, but without limiting the foregoing, any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, vent, chimney, chases or any other fixture or improvement which serves one or more but fewer than all Units and lies wholly or partially outside of the Unit boundaries, is a Limited Common Element allocated solely to the Unit or Units served. All improvements such as shutters, awnings, window boxes, doorsteps, stoops, porches, balconies,

decks, railings, retaining walls, and patios, constructed as part of the original construction to serve one or more but fewer than all Units, and authorized replacements and modifications thereof, if located outside the Unit boundaries, are Limited Common Elements allocated exclusively to the Unit or Units served. Security systems, variable refrigerant flow (VRF) systems, and rooftop heating, ventilation and air conditioning/air intake (HVAC) equipment, in each case serving one or more Units but fewer than all Units and located wholly or partially outside of the benefitted Unit's boundaries, are Limited Common Elements of the Unit or Units served, whether located in whole or in part on the Common Elements or within another Unit. For added clarity, the approximate intended location of the VRF systems, and the HVAC equipment benefitting each Unit is depicted on Exhibit B attached hereto. Other significant Limited Common Elements include, among others, those items defined above as Commercial Limited Common Elements, and the Multifamily Limited Common Elements. Notwithstanding Section 515B.2-109 of the Act to the contrary, perimeter windows and window frames, doors and door frames (other than Garage doors and their frames) serving a single Unit are not Limited Common Elements hereunder but are each part of the Unit served.

1.23 Member. “**Member**” means each Owner of a Unit. Where a Unit is being sold by the Owner to a contract vendee who is entitled to possession, the contract vendee shall be considered the Member if (i) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (ii) the vendee shall furnish proof of such delegation to the Association. Membership shall be appurtenant to and may not be separated from ownership of the Unit.

1.24 Multifamily Garage. “**Multifamily Garage**” means those parts of the Garage located in the basement level of the Building and the easterly side of the street level of the Building and included within the Multifamily Unit as shown on the CIC Plat.

1.25 Multifamily Limited Common Elements. “**Multifamily Limited Common Elements**” means those Common Elements reserved by this Declaration, the CIC Plat or the Act for the exclusive use of the Multifamily Unit, and include among them signage serving the Multifamily Unit, the ramp to the easterly vehicular entrance to the Garage, the easterly exterior Garage door and its frame, the dog run and outdoor café patio, the exterior mixed-surface façade (brick, metal panel, fiber cement) outside the Multifamily Unit, the porte cochère at the south end of the Building (including the overhead canopy serving the same), as well as those items described in **Section 1.22** serving exclusively the Multifamily Unit. Parking technology serving said easterly entrance to the Garage is part of the Multifamily Unit and not a Multifamily Limited Common Element.

1.26 Multifamily Owner. “**Multifamily Owner**” means the Owner, from time to time, of the Multifamily Unit.

1.27 Multifamily Unit. “**Multifamily Unit**” means Unit 2, as depicted on the CIC Plat.

1.28 Occupant. “**Occupant**” means any person or persons, other than an Owner, in possession of a Unit or any portion thereof.

1.29 Owner. “**Owner**” means Declarant, for so long as it owns a Unit, and each Person to whom ownership of a Unit is hereafter conveyed or transferred, but does not include a Secured Party, other than a contract vendor’s interest (unless such interest is delegated to a contract vendee as provided in *Section 1.23*).

1.30 Person. “**Person**” shall mean a natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

1.31 Preventative Maintenance Plan. “**Preventative Maintenance Plan**” means the preventative maintenance plan, maintenance schedule and maintenance budget approved from time to time by the Board in accordance with *Section 5.3* for maintenance of those Common Elements the Association is obligated to maintain.

1.32 Prohibited Uses. Commercial uses which are not permitted by Applicable Laws, which produce noise pollution or odors generally considered offensive, which result in excessive noise, light, vibration or otherwise cause an unreasonable disturbance to the Property’s Occupants, which are reasonably likely lead to an increase in loitering or crime around the Property; or any use that would otherwise be generally considered incompatible with multifamily residential apartment uses, including, by way of example, a massage parlor, hot tub facility; a liquor store or other store the principal business of which is the sale of alcoholic beverages for consumption off premises; vehicle repair services; on-premises dry cleaners (but drop off facilities for dry cleaners is permitted); night club; pawn shop; game arcade; flea market; bowling alley; gun shop (including shops for the sale, lease, trade or other transfer of firearms); shooting range; funeral home; headshops; growth, production, sale or dispensary of marijuana other derivatives of marijuana or other edibles and products containing marijuana or other derivatives of marijuana; sale or distribution of other drugs or any drug-related paraphernalia or other “adult” oriented materials; any “adult use”; adult book/film store or other facility for the sale or distribution of pornographic or sexually explicit materials, or sex paraphernalia; drug or alcohol treatment facilities or clinics, adult motion picture arcade, adult motion picture show, strip show or sale of nudity or sexual services; any exhibition, either live or by other means, to any degree, of nude or partially clothed dancers or wait staff; escort service or dating bureau; a payday loan business (provided; however, a bank, credit union, savings and loan or similar financial institution shall be permitted); bail bonds business; any use that emits noxious or unreasonably offensive odors (provided that this provision shall under absolutely no circumstances be construed to apply to odors normally associated with a restaurant); any use not permitted under the zoning laws in effect in the City of Columbia Heights governing the Property; any use that is illegal or otherwise violates any applicable law; industrial or manufacturing uses; gambling or lottery establishments; any use which produces environmental hazards regulated under applicable environmental laws (but excluding ordinary materials customarily used in operating a retail or commercial business in accordance with applicable environmental laws); any use which would constitute a health or safety hazard to Occupants of the Building, and which is not a typical or usual retail or commercial use for retail or commercial space in similar mixed-use developments; any use providing parole, juvenile detention or similar services; 24-hour establishments; tattoo parlors; outdoor storage of any kind; billboards or advertising signs erected on the land or Building exterior (other than business signage complying with the Rules, the Governing Documents and Applicable Laws); commercial bus station or other commercial transportation depot; For the avoidance of doubt, the parties acknowledge and agree that “massage parlor” shall mean and include any establishment which provides services solely

related to massage or massage-related activities, but excluding a salon which provides hair, beauty and massage services or a fitness center that provides massage services; and that “gambling or lottery establishments” shall mean and include any business that includes solely the sale of lottery tickets or the sale or operation of any pull-tab machines, or bingo or other games of chance. Nothing herein shall be deemed to prohibit use of the Property for governmental office purposes such as a city hall.

1.33 Property. “**Property**” means that certain real property situated in the City of Columbia Heights, Anoka County, Minnesota, legally described on Exhibit A of this Declaration, together with the buildings, structures, and other permanent fixtures of whatsoever kind, from time to time thereon, and any and all rights and privileges belonging to or in any other way appertaining thereto.

1.34 Purchaser. “**Purchaser**” means the holder of an interest in a Unit (i.e., whether in fee or as a contract for deed vendee), or the proposed purchaser of such an interest who holds a valid and binding purchase agreement for a Unit.

1.35 Recording Officer. “**Recording Officer**” means the Registrar of Titles in and for Anoka County, Minnesota.

1.36 Right of First Offer. “**Right of First Offer**” means the right, more fully described in *Section 4.26*, of the Multifamily Owner to purchase the Commercial Unit prior to the Commercial Owner’s offering the Commercial Unit to other unaffiliated third parties.

1.37 Rules. “**Rules**” means the rules and regulations of the Association adopted by the Declarant prior to conveyance of the first Unit in the CIC, and as amended thereafter from time to time by the Board.

1.38 Secured Party. “**Secured Party**” means the holder of a perfected interest in a Unit, created by contract or conveyance, which secures payment or performance of an obligation, including a vendor under a contract for deed, an Eligible Mortgagee, a Purchaser of a sheriff’s certificate of sale during the period of redemption, or the holder’s interest in a lien.

1.39 Unit. “**Unit**” means a portion of the Condominium, designated hereby for separate ownership, the boundaries of which are delineated on the CIC Plat and described in *Section 2.8* herein. The Units are identified herein and on the CIC Plat as “**Unit 1**” and “**Unit 2**” and are also referred to herein as the “**Commercial Unit**” and the “**Multifamily Unit**”, respectively.

ARTICLE 2. Submission of Property to Act; Act Requirements

2.1 Submission. Declarant hereby submits the Property to the provisions of the Act, and the Property shall be conveyed, encumbered, held, leased, occupied, rented and used subject to all conditions, covenants, limitations, obligations, restrictions and uses expressed in this Declaration and the Act. All such conditions, covenants, limitations, obligations, restrictions and uses are declared and agreed to be in furtherance of a plan for and be a burden and benefit to Declarant, its grantees, successors and assigns and any Persons acquiring or owning an interest in the Property, their grantees, successors and assigns.

2.2 Name; Common Interest Community Number; Type of Common Interest Community. The Property shall be a “**Condominium**” (as defined in the Act) and shall hereafter be known as “**The Heights.**” The Common Interest Community Number for the Property is 342.

2.3 Division of the Property into Separate Estates in Fee Simple Absolute. Declarant, in accordance with the Act and in order to establish a plan of condominium unit ownership, does hereby divide the Property into two (2) Units, in fee simple absolute, together with each Unit’s undivided interest in the Common Elements. Descriptions as to the boundaries of the Units and restrictions as to their use are hereinafter set forth.

2.4 Creation of Additional Units by Subdivision or Conversion. Each Owner may, with the consent of the Board solely as to compliance with the Act and the Governing Documents, subdivide its Unit into no more than three (3) Units in accordance with the requirements and procedures set forth in Section 515B.2-112 of the Act; provided all Units resulting from a subdivision must have direct or easement access to the Common Elements and other easement areas benefitting a Unit, and allocate between them the interests, Common Expense liability and voting rights initially allocated to the original Unit. However, the Owner of a Unit may physically reconfigure, consolidate or divide the space within that Unit to accommodate different financing or rental agreements without prior approval of the Owners or the Board, as long as such reconfiguration, consolidation or division does not increase the number of rental apartments above the number of rental apartments approved by the City, materially affect use and enjoyment of parking rights by the Commercial Owner, materially change the use of the space on the floor above the Commercial Unit or on the floor below the Multifamily Unit in a manner which has a negative acoustical effect on use of the other Unit, decrease the size or floor space of the Common Elements or otherwise adversely affect the Common Elements and so long as it otherwise complies with the Governing Documents and the Rules. All such changes shall be subject to the Act and other Applicable Laws.

2.5 Association. The Association has been incorporated as a nonprofit corporation organized under Chapter 317A of Minnesota Statutes, as amended, to act as an association of Unit Owners under Section 515B.3-101 of the Act. All power and authority of the Association shall be vested in the Board unless action or approval by the Owners is specifically required by the Governing Documents.

2.6 No Master Association. The Condominium is not subject to any master association, as that term is defined in the Act.

2.7 Legal Description of Real Estate Included in the Common Interest Community. The legal description of the Property is as set forth in Exhibit A of this Declaration. The Units will be conveyed by use of the following legal description, or any other valid description allowed by law:

UNIT NUMBER ____, THE HEIGHTS, A CONDOMINIUM, COMMON
INTEREST COMMUNITY NUMBER 342, ANOKA COUNTY, MINNESOTA

There are no appurtenant easements affecting the Property necessary for access to a public street or highway, nor are there any other appurtenant easements benefitting the Property.

2.8 Description of Boundaries of Units. The boundaries of each Unit are the interior, unfinished surfaces of the walls, floors and ceilings, the interior unfinished surfaces of the Garage doors and their frames, and the exterior unfinished surfaces of their other exterior perimeter doors, windows and doors and window and door frames. Any paneling, tiles, wallpaper, paint floor coverings, drop ceilings and any other finishing materials applied to the interior unfinished surfaces of the walls, floors and ceilings is a part of the Unit. The fence or barrier (other than the interior Garage door) separating the Commercial Garage and the Multifamily Garage is part of the Multifamily Unit but shall not be removed without the consent of the Commercial Owner and any replacement thereof shall be a functional equivalent to the existing fence or barrier. Certain Limited Common Elements, such as VRF systems, may exist within a Unit for the exclusive use of another Unit, as indicated herein, with reasonable access thereto provided by easements described in **Article 3**.

2.9 CIC Plat. The CIC Plat, meeting the requirements of Section 515B.2-1101 of the Act, as amended, is incorporated herein by reference and made a part hereof.

2.10 Allocation of Common Element Interests, Common Expense Liabilities and Votes to Units. Each Unit shall be allocated an undivided interest in the Common Elements, Common Expense liabilities and, subject to **Section 2.10.1**, voting rights. Said interests, liabilities and rights shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest, liabilities or rights, separate from the title to that Unit, shall be void. The allocation of said interests, Common Expenses and voting rights is based upon the approximate percentage ratio that the gross square footage of all floors within that Unit bears to the total gross square footage of all floors within all Units in the Condominium, all as set forth in Exhibit C attached hereto, *except* that (i) the Common Expense liability allocated to a Unit shall be subject to **Sections 6.4** and **7.8** herein and Sections 515B.2-108(d) and 515B.3-1151(e) of the Act, (ii) Common Expenses associated with maintenance of the chain link fence and interior vertical Garage door separating the Commercial Garage from the Multifamily Garage, and electrical and heating costs of the Garage (so long as the Commercial Garage is not separately metered for electrical and/or heating) shall be assessed 28/332nds to the Commercial Unit and 304/332nds to the Multifamily Unit, and (iii) the voting power allocated to a Unit shall be subject to **Subsection 2.10.1** below:

2.10.1 *Appointment of Directors.* In lieu of elections, the members of the Board shall be appointed as follows: The Owner of the Commercial Unit shall appoint one (1) director to the Board. The Owner of the Multifamily Unit shall appoint two (2) directors to the Board. The appointment of directors is more specifically described in the Bylaws. By accepting a deed to a Unit, a transferee is deemed automatically to agree to allow the Declarant or an affiliate (as defined in the Act) of Declarant, while it owns a Unit, to occupy a majority of seats on the Board, and such transferee is deemed to agree to cast its vote accordingly.

2.10.2 *Class Voting.* In the event a Unit is subdivided into two (2) or more Units, the Units resulting from such subdivision shall elect as a class by majority vote the director (in the case of the subdivision of the Commercial Unit) or directors (in the case of the subdivision of the Multifamily Unit) which the underlying Unit was entitled to appoint to the Board, the weight of each such vote within the class being determined by the relative

gross square footage included within each Unit resulting from the subdivision vis a vis the total square footage within all of the Units resulting from the subdivision.

2.11 Statement Pursuant to Section 515B.1-106 of the Act. The Condominium has not been created in violation of any zoning, subdivision, building, housing, environmental protection, heritage preservation, or other real estate use law, ordinance, regulation, rule or charter provision. Any conditions of any such law, ordinance, regulation, rule or charter provision have been complied with in the creation of the Condominium. The Condominium is not “conversion property” as that term is defined in the Act.

2.12 Shore Land. The Condominium does not include “shore land”, as defined in Minnesota Statutes Section 103F.205.

2.13 No Restraint on Alienation. Neither the Governing Documents nor the Rules impose a right of first refusal or other restraint on the free alienability of the Property or any portion thereof, other than pursuant to **Section 4.26**. However, nothing herein prevents an Owner from granting any other option, right of first refusal or other restriction on its Unit.

ARTICLE 3. Easements

3.1 Easements for Encroachments. If by reason of the construction, reconstruction, rehabilitation, alteration, improvement, settlement or shifting of any existing or future Building, any Common Element improvement encroaches upon any Unit, or any improvement constructed within any Unit encroaches upon the Common Elements or upon another Unit, or if by reason of the design or construction of utility systems and ventilation systems, any main, pipe, duct, or conduit serving more than one Unit encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the use and maintenance of such encroachments, are hereby established and shall exist for the exclusive benefit of such Units and/or the Association, as the case may be, so long as the encroachment exists; provided, however, that (i) in no event shall a valid easement for any such encroachment be created in favor of any Unit or the Association if such encroachment is materially detrimental to or materially interferes with the reasonable use and enjoyment of the Condominium or any portion thereof by any Owner or Occupant and if it occurred due to the willful conduct of any Owner; and (ii) with respect to Regulated Improvements added pursuant to **Article 4**, no easement shall exist unless the proposed Regulated Improvements have been approved and constructed as required by the Declaration and the Board. Such easements shall not affect marketability of title.

3.2 Easements for Certain Utilities and Other Purposes. Subject to Section 515B.3-102(a)(9) of the Act, the Board acting on behalf of the Association may grant easements for public utilities, public rights-of-way or other public purposes, and cable television or other communication, through, over or under the Common Elements; and, subject to approval by vote of Owners, grant other easements, leases, and licenses through, over or under the Common Elements. Each Owner hereby grants to the Association an irrevocable power of attorney to execute, acknowledge, and record or file, for and in the name of each such Owner, such instruments as may be necessary to effectuate the foregoing. The Board shall approve a request to grant reasonable easements as specified in this **Section 3.2** upon the request of the Commercial Owner, except for good cause.

3.3 Easements Through Walls Within Units and Upkeep of Condominium. Mutual, non-exclusive easements are hereby granted and declared within and through each Unit and the Common Elements for the benefit of each Unit and the Association to install, lay, maintain, repair, replace and utilize any wires, pipes, flues, ducts, conduits, public utility lines, or structural components running through or between the physical walls, floors and ceilings of the Units and the Common Elements. These easements are granted to the Association if such wires, pipes, flues, conduits, public utility lines, or structural components are part of the Common Elements. These easements are granted in favor of the Units and the Association if such wires, pipes, flues, ducts, conduits, public utility lines, or structural components are Limited Common Elements reserved for the exclusive use of such Units. Notwithstanding the foregoing, the easement rights granted under this paragraph shall be exercised so as not unreasonably to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor adversely affect the structural, acoustical or architectural integrity of the Units, or the Building, and access rights to install, maintain, repair and replace such facilities and components shall be exercised upon reasonable advance notice and at reasonable times, except in the event of an emergency, in which event notice shall be given as soon as practical. In addition, the Association shall have an easement over all of the Common Elements for the purpose of maintaining, repairing and replacing the improvements and landscaping in the Common Elements. The initial location of such wires, pipes, flues, conduits, public utility lines or structural components within the Common Elements shall not be changed without the prior written consent of the Owners, which consent shall not be unreasonably withheld.

Nothing in this **Article 3** shall be interpreted to limit or modify the access easements described in Section 515B.3-107 of the Act.

3.4 General Access Easements. Each Unit shall be the beneficiary of a non-exclusive easement for access to a public roadway on or across the General Common Elements, as shown on the CIC Plat or designated by the Board.

3.5 Easements for Maintenance. Mutual non-exclusive easements are hereby granted and declared within and through each Unit and the Common Elements for the benefit of each Unit and the Association as may be reasonably necessary for the purpose of discharging their respective obligations hereunder, and if reasonably necessary for the alteration, maintenance, repair, improvement or replacement of the other Unit or the Common Elements; provided, however, that the exercise of such rights through a Unit or Limited Common Elements shall be upon reasonable notice and at reasonable times, except in the event of an emergency, in which event no advance notice need be given (but notice shall be provided afterwards), and shall not interfere unreasonably with the use and occupancy of the burdened Unit, shall be exercised in such a way as to minimize any other adverse effects upon a burdened Unit, and be conducted in the minimum time practical under the circumstances.

3.6 Easements in favor of Multifamily Unit. Without limiting the generality of **Section 3.5**, the Multifamily Unit shall be the beneficiary of a non-exclusive easement for reasonable access to and use of fire and life safety panels located within the Commercial Unit, if any, and a non-exclusive easement for reasonable access through the driveway which is located within the Commercial Garage by vehicles unable to exit the Garage through other exits due to size limitations.

3.7 Easements in favor of Commercial Unit. Without limiting the generality of **Section 3.5**, the Commercial Unit shall be the beneficiary of a non-exclusive easement for use of the trash room for temporary storage of trash and recycling pending regular pick-ups, use of the maintenance rooms in the northeast corner on the first level of the Multifamily Unit, the VRF room in the mezzanine space above the Garage down ramp, and the MEP room in the southeast corner on the first floor of the Multifamily Unit to house mechanical equipment and supplies necessary or reasonable for the ongoing maintenance, operation and repair of the Commercial Unit and the Commercial Limited Common Elements, together, in each case, with reasonable access thereto over and across the street level of the Multifamily Garage. The Commercial Unit shall also be the beneficiary of a non-exclusive easement through the Multifamily Unit to access the Building roof and the HVAC equipment located thereon serving the Commercial Unit, as shown on Exhibit B. Use of such easements shall be subject to reasonable rules and regulations established by the Multifamily Owner, from time to time, upon reasonable notice to the Commercial Owner.

3.8 Limitation on Access Via Multifamily Unit. Notwithstanding anything in this **Article 3** granting easements in favor of the Commercial Unit through the Multifamily Unit, only specific Commercial Unit personnel pre-authorized by the Multifamily Owner, which authorization shall not be unreasonably withheld, or personnel accompanied by the management agent for the Multifamily Unit (except in the event of an emergency) may exercise such rights to enter the Multifamily Unit to access the roof, and shall do so in a manner designed to minimize interference with the use and enjoyment of the Multifamily Unit, its Owner and Occupants.

3.9 Structural Support Easements. Each Unit shall be subject to, and the beneficiary of, a non-exclusive easement for structural support in all walls, columns, joists, girders and other structural components located in another Unit in the Building and contributing to the support of the Building.

3.10 Emergency Access. The Common Elements shall be subject to an easement for access to each Unit by emergency vehicles and personnel, including fire, police and ambulance personnel.

3.11 Sign Easements. The Association shall have the right to erect, use, maintain, repair and replace monument, directional or other signs on the exterior Building surfaces identifying the Condominium, its Owners or their tenants in such locations as the Board may reasonably allow, except that the Association shall not approve, erect, use, maintain, repair or replace signage serving or benefitting the a Unit which signage is located upon any portion of the façade allocated as a Limited Common Element of the other Unit without the written consent of the Owner of the Unit to which such façade is allocated. An easement to erect upon the exterior Building surfaces temporary signs offering the Units or any part thereof, for sale or lease, in each case, in locations reasonably determined by the Board, is hereby declared and granted for the benefit of each Unit, except that signage serving or benefitting one Unit shall not be located upon any portion of the façade allocated as a Limited Common Element to the other Unit. In addition, each Unit shall have the benefit of an easement to install permanent signage on the exterior surface of the Building in locations as set forth in the plans for this development approved by the City. Additional exterior signage may be approved by the Board from time to time except as may be limited by this **Section 3.11**. All signage must satisfy reasonable criteria established by the Board and comply with all Applicable Laws, as well as **Section 4.11** hereof. In exercising their rights under the

easements, the easement holders shall take reasonable care to avoid damaging the improvements on the Property and shall repair in a good and workmanlike manner any damage caused by such actions. In addition, the Multifamily Unit shall have the right to window décor and exterior trade dress serving the retail space in the southwest corner of the first floor of the Building and the Commercial Unit shall have the right to window décor, exterior trade dress and interior monitors/screens providing public notices and other information, consistent with Applicable Laws, **Section 4.17** and reasonable standards adopted by the Board.

3.12 Temporary Construction Easements. Each Owner shall have a temporary easement for itself and its employees, agents, contractors and invitees over, through and across the Common Elements for the purpose of completing the initial interior improvements and installing permitted signage to that Owner's Unit. In addition, if all of the Owners agree in writing to make certain improvements to the Common Elements, then a temporary easement through the Common Elements shall automatically be deemed to be granted to the Owners and their contractors as reasonably necessary to perform such improvements. This easement shall expire within twelve (12) months following issuance by the City of the final certificate of completion of the Building. The exercise of this easement shall be upon reasonable notice and without undue disruption to the use of the other Units by the Owner of the other Unit and shall be subject to the terms and conditions hereof.

3.13 Easements to Run With Land. All easement rights and obligations created in this **Article 3** are affirmative and negative easements, running with the land, perpetually in full force and effect and at all times shall inure to the benefit of, and be binding upon, all of the Owners, unless otherwise indicated, and their respective successors and assigns.

3.14 Scope. The easements set forth in this **Article 3** shall supplement and not limit any easements described elsewhere in this Declaration or recorded and shall include reasonable access to the easement areas for purposes of maintenance, repair, replacement and reconstruction.

3.15 Recorded Easements. The Property shall be subject to and benefited by such other easements as may have been recorded against it or otherwise shown on the CIC Plat. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration. Any obligations under such easements shall, unless otherwise determined by the Board, be obligations of the Association.

3.16 Easement Restriction. Any easement through the Commercial Unit pursuant to this **Article 3**, while the Commercial Unit is owned by the City or an affiliated entity, shall be utilized with an understanding that the City may maintain records which may or may not be public in nature. Any party using an easement through the Commercial Unit while the Commercial Unit is owned by the City shall use such easement in a reasonable manner in a way which is protective of the City's obligations to protect public and nonpublic information, records or other data which may be held in the Commercial Unit and shall comply with any reasonable request by the City regarding the same.

ARTICLE 4. Restrictions, Conditions and Covenants

4.1 Membership in Association. Each Owner shall, by virtue of such ownership interest, be a Member of the Association and shall remain a Member of the Association until such time as the ownership interest in the Unit ceases for any reason, at which time the Owner's membership in the Association shall automatically cease and the successor Owner shall become a Member. When more than one Person holds an ownership interest in a Unit, all such Persons shall be Members, but the voting power allocated to each Unit may not be divided among that Unit's Owners.

4.2 Compliance with Declaration, Bylaws and Rules. Each Owner and all Occupants of a Unit shall comply with all of the provisions of this Declaration, the Bylaws, such Rules as may be promulgated from time to time by the Association and decisions of the Association made pursuant to the authority granted to the Association in the foregoing documents, and failure to comply with the same shall be grounds for an action to recover actual out-of-pocket damages or for injunctive relief.

4.3 Administration of Condominium. The administration of the Condominium shall be by the Board in accordance with the provisions of this Declaration and the Bylaws.

4.4 Purposes for Which Units are Restricted as to Use. The Commercial Unit may be used for commercial, retail and/or office purposes, including parking rights in any Commercial Limited Common Element. The Multifamily Unit may be used only as (i) a multifamily rental apartment complex containing approximately two hundred sixty-six (266) individual apartment dwellings and related amenities, none of which may constitute a separate unit under the Act, (ii) approximately 3078 square feet of commercial, retail or office space, (iii) a leasing and management office for the Multifamily Unit, (iv) a Garage for the parking of motor vehicles by Occupants of the Building, as determined by the Multifamily Owner. In addition, the Multifamily Owner may unilaterally permit home occupations within the Multifamily Unit incidental to the residential use of the apartment dwellings therein (such as a home office or studio and such other uses customarily considered accessory to a dwelling and allowed under Applicable Laws) at that Owner's discretion except: (i) such use shall be in compliance with all Applicable Laws; and (ii) such use shall not involve any observable business activities, such as signs, advertising, displays, frequent deliveries, or disturbing pedestrian or vehicular traffic to and from the apartment dwelling by customers, vendors, or employees. Any use of a Unit for purposes other than the uses permitted in this Declaration shall be subject to the approval of the Owner of the other Unit, which approval may be withheld in the sole discretion of the Owner of the other Unit. This Declaration may not be amended to prohibit the foregoing uses without the written consent of the Owner(s) of the Unit(s) affected. Notwithstanding anything to the contrary contained in this **Section 4.4**, no Unit may be used for Prohibited Uses.

4.5 Restriction on Renting or Leasing of Units. Leasing or licensing of Units, or portions thereof (including parking stalls) by the Owner of such Unit, shall be allowed, subject to reasonable regulation by the Association, and provided that (i) all leases must be in writing, (ii) all leases must provide that they are subject to this Declaration, the Rules, and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease, and (iii) all commercial leases must incorporate the requirements of **Section 5.5**.

4.6 Impairment of Structural Integrity of Unit or Building. Nothing shall be done, placed, installed, or erected in any Unit or in, upon or to the Common Elements which would impair the structural or mechanical integrity, the weather tight soundness, or safety of any part of the Building, any Building system or equipment or any improvement on the Property, except as is otherwise provided herein.

4.7 Improvements. No modifications, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise, in any part of the Common Elements, or in any part of a Unit that is visible from the exterior of the Unit, or that affects the Common Elements or another Unit, including Building utilities, access, acoustical and weight-bearing integrity and support (collectively referred to as “**Regulated Improvements**”) shall be made, or caused or allowed to be made, by any Owner or Occupant, or their invitees, without the prior written authorization of the Board (which authorization shall not be unreasonably withheld), and in compliance with the requirements of this *Article 4* and any reasonable Rules promulgated by the Board, except as is authorized by *Section 4.17*. The purpose of the requirements established by the Board shall be (i) to preserve the architectural style, the quality and the value of the Property; and (ii) to protect the Association and the Owners from undue liability arising out of the Regulated Improvements or any construction activity in connection therewith. Notwithstanding the foregoing, it is understood that the Owners will make alterations and improvements within their respective Units from time to time, modifications and alterations that do not affect the Common Elements or another Unit and which are not visible from the exterior of a Unit shall not be subject to Board review and approval.

4.8 Improvement Procedures. The Board shall have authority to establish reasonable procedures for applying for authorization for Regulated Improvements, and reasonable Rules governing Regulated Improvements, and shall be the sole judge of whether the criteria are satisfied, subject to any restrictions imposed by any Applicable Laws. The Board shall apply consistent procedures and Rules which apply generally to all Units on their face and in effect.

4.9 Appurtenant Easements. Approval of Regulated Improvements which encroach upon another Unit or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the Regulated Improvements are approved, notwithstanding any contrary requirement in the Governing Documents or the Act. Any encroachment of a Regulated Improvement upon another Unit shall not be approved without the prior written consent of the Owner of the Unit subject to the encroachment. A file of the Board resolutions approving all Regulated Improvements shall be maintained permanently as a part of the Association’s records.

4.10 Wiring or Penetrations. No exterior wiring, including DSL lines, cable television transmission lines or cables for satellite television systems, nor antennae or satellite dishes, may penetrate the walls, window frames or roofs of the exterior of the Building, or be installed upon the exterior of the Building, except as authorized by the Board (which authorization shall comply with all Applicable Laws) or as part of the construction of the initial improvements.

4.11 Signs. Signs or other displays of any type visible from the exterior of a Unit may be erected (i) only at locations as originally constructed in accordance with the plans for the development approved by the City or as subsequently established by the Board, and (ii) in

compliance with Applicable Laws and design standards established for the Property by the Board, except for signs installed in compliance with the plans for the development approved by the City shall not be subject to Board review. Signs, including lighting on and noise from said signs, shall not materially interfere with the reasonable use and occupancy of the Units. An Owner may erect and post signs within its Unit if reasonably intended not to be visible from the exterior of the Unit, and the Board shall not unreasonably withhold its approval of other signs within a Unit or a Unit's Limited Common Elements necessary to direct traffic, identify spaces and facilitate other internal operations of the Building. For the avoidance of doubt, window décor, exterior trade dress and monitors/screens providing public notices and other information do not require Board approval.

4.12 Exterior Lighting and Security. The location, size, color and design of all lighting fixtures or similar equipment used or shown outside of or on the exterior of the Building must be (i) in compliance with local lighting requirements, (ii) consistent with the design standards, if any, established for the Property approved by the Board, pursuant to **Section 4.6**. Exterior illumination (including exterior monitors and screens) shall be directed away from the windows of the Multifamily Unit to the extent practicable, and shall not blink, vibrate or otherwise move. Monitors and screens located within the Commercial Unit which are intended to be directed outward toward the windows of the Commercial Unit to provide public notices are specifically permitted.

4.13 Hazardous Materials. No Owner or Occupant shall generate, treat, store, transfer, release, dispose of or otherwise place, deposit or locate, nor allow to be generated, treated, stored, transferred, released, disposed of or otherwise placed, deposited or located, on the Property any Hazardous Substances, nor undertake any activity on the Property that would cause or contribute to its becoming a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment. Notwithstanding the foregoing, Owners and Occupants may utilize Hazardous Substances on the Property in small quantities for ordinary household, office or retail purposes if handled, used and disposed of in accordance with all Applicable Laws. An Owner or Occupant who violates this **Section 4.13**, or knowingly permits a violation, shall indemnify the Association and the other Owners against any and all costs, damages and liability arising therefrom.

4.14 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants shall have a right of quiet enjoyment in their respective Units, subject to the usual and customary sights, sounds, odors and activities commonly associated with the operation of businesses such as those located on the Property from time to time. Subject to the foregoing, the Property shall be owned, occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Building and/or quiet enjoyment of the Property by its respective Owners, Occupants and their invitees.

4.15 Rubbish. Garbage, trash and recyclable materials shall be disposed of in the containers designated for such purpose in the trash room on the street level of the Multifamily Unit. Each Owner shall maintain its own trash containers and separately contract for trash removal. The Common Elements, the Garage and other easement areas utilized by Owners and Occupants, their guests and invitees, shall otherwise be kept free and clear of rubbish, debris and other unsightly materials.

4.16 Mechanical and Maintenance Rooms. The shared mechanical rooms, though within the Multifamily Unit, are designed to be used by both Units and the Association, for the installation, operation, maintenance, repair and replacement of equipment for heating, plumbing, air conditioning, communications, venting, utilities and such other uses reasonably compatible therewith. The maintenance room on the first floor of the Multifamily Unit is designed to be used for storage and to facilitate the maintenance and repair of both Units and the Common Elements as necessary to keep the Building in good operating condition.

4.17 Exterior Exposure of Building. No Owner or Occupant shall cause or permit anything to be hung, displayed, or placed in windows (with the exception of draperies, blinds, shades and natural plants in any Unit; window décor, exterior trade dress, sales displays of or related to inventory, products and services in the Commercial Unit and the commercial portion on the first level of the Multifamily Unit; and in the Commercial Unit while owned by the City or another governmental or quasi-governmental entity affiliated with the City, monitors/screens providing public notices and other information and other similar items which may be standardly used by cities to provide information to the public), or on the outside walls or roof of the Building (except authorized signage), without the prior written consent of the Board.

4.18 Construction Standards; Indemnity. An Owner who causes an improvement to be made, wherever located, regardless of whether the improvement is approved by the Board, shall do so in a good and workmanlike manner and shall be solely responsible for the construction standards and specifications relating to the improvement, and for the construction work. The Owner, and not the Association, is responsible for determining whether any improvement is in compliance with Applicable Laws and any other requirements imposed by any governmental authority having jurisdiction over the Property. The applicable Owner shall hold harmless, indemnify and defend the Association and all other Members, and their respective officers and directors and partners, from and against any expenses, claims, damages, losses or other liabilities, including attorneys' fees and costs of litigation arising out of (i) any improvement which violates any Applicable Laws; (ii) the inadequacy of the specifications for construction of the improvements; (iii) defects in the construction of the improvements; or (iv) any improvements which negatively and materially affect the use of any other Unit or the Common Elements.

4.19 Indemnification for Unit or Common Element Alterations. The Board shall require that an Owner intending to make alterations to the Common Elements, or alterations to the Owner's Unit that may affect the Common Elements or another Unit, furnish to the Association, prior to approval by the Board, adequate assurances that such Owner will indemnify, defend and hold harmless the Board, Association and other Owners from mechanics' liens or other claims arising from improvements to, or alterations or modifications of the Units or Common Elements. The Board shall require that an Owner provide a deposit, performance bond or other assurance that any removed or altered Common Element will be repaired and restored as required by the Board. The Board shall have the right to complete, pay for and assess the Unit and the Owner for any alterations commenced but not completed. after reasonable notice and a reasonable time to cure based upon the nature of the alterations has been provided to the Owner that commenced the alterations. Notwithstanding any provision to the contrary in this **Section 4.19**, while the City or a governmental or quasi-governmental entity affiliated with the City is the Commercial Owner, the City shall not be required to provide indemnification which exceeds any statutory liability applicable to cities and the amount of the deposit, performance bond or other assurances required

must share a nexus to the nature of the alterations to be made and shall not exceed one and one-half times the estimated amount of the alteration.

4.20 Pets. The policy of the Condominium with respect to pets shall be as from time to time established in the Rules of the Association. Notwithstanding the foregoing, the Rules may not prohibit the keeping of a qualified service dog or similar animal by a person who is handicapped within the meaning of the Fair Housing Amendments Act of 1988 or comparable state law. The Owner of each Unit may impose its own more restrictive rules governing the keeping of pets within its Unit, provided such rules do not conflict with the Rules of the Association. Animals and pets may not be kept, bred or maintained for any commercial purposes. No animals and pets shall be kenneled outside the Units or in the Garage. No fence enclosure or doghouse, other than as may apply to any dog run, shall be constructed to kennel dogs outside the Units or in the Garage.

4.21 Rules. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable Rules that do not conflict with and are supplementary to this Declaration may be promulgated and amended from time to time by the Board. Copies of such Rules and amendments thereto shall be furnished by the Association to each Owner. Each Owner of a Unit may establish additional restrictions as to the use, occupancy and alienation of its Unit consistent with the Governing Documents and the Rules. Notwithstanding any provision to the contrary, during the time the Commercial Unit is owned by the City or governmental entity or quasi-governmental entity affiliated with the City, no Rule shall be adopted or enforced without the written consent of the Commercial Owner which materially affects the Commercial Owner or Commercial Unit or impairs the ability of the Commercial Owner to operate the Commercial Unit as a city hall. All Rules shall be of general applicability to all Units, both as drafted and in effect.

4.22 Restrictions, Conditions and Covenants to Run With Land. Each Owner, and any party acquiring an interest in the Condominium from such Owner hereafter, accepts such deed or such interest, as the case may be, subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having, at any time, any interest or estate in the land, and shall inure to the benefit of the Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or other conveyance.

4.23 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

4.24 Termination. Except in the case of a taking of all the Units by eminent domain, any decision to terminate the Condominium shall require the approval of the Owners of Units to which one-hundred percent (100%) of the votes are allocated, and shall otherwise follow the procedures set forth in **Section 10.2** hereof and in Section 515B.2-119 of the Act.

4.25 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods is prohibited.

4.26 Right of First Offer. The Commercial Unit shall not be sold or marketed/listed for sale to anyone other than a governmental or quasi-governmental entity affiliated with the City, except as provided in this Section.

4.26.1 If at any time the Commercial Owner, in its sole discretion, decides in good faith that it is interested in selling the Commercial Unit to anyone other than a governmental or quasi-governmental entity affiliated with the City, the Commercial Owner shall first notify the Multifamily Owner in writing of said intent (the “**First Offer Notice**”). The Multifamily Owner shall have the exclusive right, for thirty (30) days after its receipt of the First Offer Notice to present to the Commercial Owner, a purchase offer, on terms commercially reasonable and customary under the circumstances, to purchase the Commercial Unit at its then fair market value (the “**Purchase Offer**”).

4.26.2 For a period of sixty (60) days thereafter, the Multifamily Owner and the Commercial Owner shall negotiate exclusively with each other, in good faith, the terms of a purchase agreement including the fair market value for the purchase price, to allow the parties to execute a purchase agreement for the sale and purchase of the Commercial Unit. Unless determined by mutual agreement, the fair market value shall be determined by a licensed appraiser mutually acceptable to both the Multifamily Owner and the Commercial Owner, the fees and costs of such appraiser to be shared equally by the parties. In the event the parties are unable to agree upon an appraiser within ten (10) days of delivery of the Purchase Offer, the Multifamily Owner and the Commercial Owner shall each, at its sole cost and expense, hire an appraiser to perform an appraisal of the Commercial Unit. If the difference between the two (2) appraisals is within ten percent (10%) of the higher of the two appraisals, the fair market value shall be the average of the two (2) appraisals. If the difference between the two appraisals is greater than ten percent (10%), then the two (2) appraisers shall jointly select a third (3rd) appraiser to perform an appraisal, the fees and costs of which shall be shared equally by the parties, and the mean of the three (3) appraised values shall be the purchase price. Any appraiser selected pursuant to this **Section 4.26.2** shall be an independent MAI appraiser in business for at least five (5) years and with experience in valuing commercial condominiums in the greater Minneapolis/Saint Paul metropolitan area. The sixty (60)-day negotiation period shall be extended if and as reasonably necessary to accommodate the appraisal requirements set forth herein.

4.26.3 If the Multifamily Owner is willing and able to pay the purchase price established in accordance with **Section 4.26.2** above, the Commercial Owner either (i) shall accept the Purchase Offer as evidenced by an executed purchase agreement signed by both parties, and the parties shall proceed pursuant to its terms; or (ii) the Commercial Owner shall decline the Purchase Offer, this Right of First Offer shall continue in full force and effect and before conveying the Commercial Unit to a third party the Commercial Owner must again provide the Multifamily Owner with a new First Offer Notice and comply with the provisions of this **Section 4.26**.

4.26.4 In the event (i) the Multifamily Owner declines or fails to timely submit a written Purchase Offer to Commercial Owner as described at **Section 4.26.1** above, (ii) the parties agree in writing to voluntarily cancel the terms of the purchase agreement entered hereunder, or (iii) the Multifamily Owner declines to enter into a purchase agreement at the price established under **Section 4.26.2**, the Commercial Owner may market and sell the Commercial Unit to third parties free and clear of any further obligation to Multifamily Owner with respect to this Right of First Offer for a period eighteen (18) months after:

- delivery of a written declination, or expiration of the time provided in which, to submit a Purchase Offer (in the case of (i) above),

- the date of a written voluntary cancellation of the purchase agreement executed by both parties (in the case of (ii) above), or

- delivery of a written declination or expiration of the time provided above to enter into a purchase agreement (in the case of (iii) above).

Thereafter, this Right of First Offer shall be deemed reinstated and the Commercial Owner must, after expiration of said eighteen (18)-month period, provide the Multifamily Owner with a new First Offer Notice and again comply with the provisions of this **Section 4.26** before conveying the Commercial Unit to a third party. Notwithstanding the foregoing, if the Multifamily Owner breaches any purchase agreement entered into hereunder by failing to close on the acquisition and such purchase agreement is cancelled pursuant to statute or court order, then the Commercial Owner may market the Commercial Unit to third parties free and clear of any further obligation to the Multifamily Owner with respect to this Right of First Offer.

4.26.5 This **Section 4.26** shall terminate and be of no further force or effect with respect to such identified Right of First Offer upon the later of (i) the tenth (10th) anniversary of the recording of this Declaration with the Anoka County Registrar of Titles, or (ii) the transfer of title to the Multifamily Unit to an entity neither owned nor controlled by BPOZ Columbia Heights, LLC, its members or officers, but in no event later than the fifteenth (15) anniversary of the recording of this Declaration.

4.26.6 In the event the Commercial Unit is sold to a third party in compliance with the terms hereof, the Multifamily Owner shall, upon request of the Commercial Owner, confirm the same in writing as may be necessary or beneficial to clear title of the Multifamily Owner's rights under this **Section 4.26** with respect to such identified Right of First Offer. A "sale" hereunder shall mean the execution of a binding purchase agreement by all parties thereto, subject only to customary contingencies.

4.26.7 Any sale of the Commercial Unit to a third party in violation of the foregoing shall entitle the Multifamily Owner to all available remedies at law or in equity.

4.26.8 In the event of a subdivision of the Commercial Unit into two (2) or more Units, this Right of First Offer shall apply equally to each Unit resulting from such subdivision.

4.26.9 In the event Multifamily Owner, or an affiliate of Multifamily Owner owned or controlled by Multifamily Owner, acquires title to the Commercial Unit, the restrictions on the use of the Commercial Unit in this **Article 4** shall automatically terminate, whereupon (a) the Commercial Unit may thereafter be used for any purposes allowed by Applicable Laws, except that it may not be put to residential use, as defined by the Act, and (b) this Right of First Offer shall terminate and be of no further effect.

4.26.10 In the event Multifamily Owner, or an affiliate of Multifamily Owner owned or controlled by Multifamily Owner, acquires title to the Commercial Unit, the restrictions on the use of the Commercial Unit in this **Article 4** shall automatically terminate, whereupon (a) the Commercial Unit may thereafter be used for any purposes allowed by Applicable Laws, except that it may not be put to “residential use”, as defined by the Act, and (b) this Right of First Offer shall terminate and be of no further effect.

ARTICLE 5. Management, Maintenance, Repairs, Alterations and Improvements

5.1 Common Elements, Certain Limited Common Elements. Except to the extent otherwise provided in Section 515B.3-113 of the Act and Article 7 of this Declaration, the Association shall be responsible for the maintenance, repair, decoration, alteration, improvements, restoration and replacement of the General Common Elements, as well as periodic window washing, and for any improvement within the Common Elements which partially extends into an adjoining public right-of-way, including but not limited to, sidewalks, walkways, driveways and driveway aprons, unless otherwise maintained by the City, or other applicable public entity, as part of maintenance of the public right-of-way. All other Limited Common Elements shall be the responsibility of the Owner of the Unit to which they are allocated unless responsibility for them is expressly assumed by the Association. The Association shall carry out such responsibilities, including the repair of any damage to the Property for which the Association is responsible, ensuring that such Property is repaired and restored to as good a condition or to a better condition as they were in immediately prior to such damage. Each Owner shall be responsible for ordinary maintenance, repair and replacement of the Limited Common Elements allocated to it herein, by the CIC Plat or by the Act, unless otherwise provided above or expressly assumed by the Association. For clarification, but without limiting the generality of the foregoing, the maintenance allocations attached hereto as Exhibit D outlines respective maintenance obligations of the Association and each Owner, but is not intended to be an exhaustive list. The Association may, in its discretion, elect to assume the obligation for maintenance, in whole or in part, of any Limited Common Elements allocated to an Owner’s Unit and charge the costs thereof as a limited assessment in accordance with **Section 6.4**.

5.2 Management Agent. The Association may elect to delegate its duties hereunder to a managing agent and may enter into a management contract for such purpose.

5.3 Preventative Maintenance Plan. The Board shall prepare, approve and abide by a written Preventative Maintenance Plan for the Common Elements for which it is responsible, based on the best available information listing all building elements to which the Preventative Maintenance Plan will apply and generally accepted standards of maintenance, and which shall be

updated and amended from time to time. A copy of the Preventative Maintenance Plan shall be provided to all Owners in accordance with Section 515B.3-107(b) of the Act.

5.4 Units, Limited Common Elements. Except to the extent otherwise provided in this Declaration, and in Section 515B.3-113 of the Act, or by express assumption by the Association or by private agreement between the Owners, each Owner is responsible for the maintenance, repair, alteration, improvement and replacement of that Owner's Unit and the Limited Common Elements allocated to it, including any fixtures and equipment of that Owner, wherever located. Members shall perform their responsibilities in such manner as not to unreasonably disturb other Owners or Occupants; shall not impair any easement; shall comply with the Rules, Bylaws and Declaration; shall promptly report to the Association any defect or need for repairs to the General Common Elements; shall keep and maintain the Limited Common Elements and any easement areas for which it is responsible in a clean and good condition and repair; and shall not do anything that will or might jeopardize or impair the safety and/or soundness of any of the improvements or equipment, without the prior written consent of the Board, which consent may be withheld for any reason. If any Owner fails to perform appropriate maintenance, then the Association will have the right to enter upon such Unit, or the Limited Common Elements, to perform such maintenance, and the cost thereof will be charged to the Owner; provided that reasonable notice and an opportunity to cure the violation shall first be given to the Owner (except in an emergency involving actual or imminent threat of danger to human health or safety or damage to or contamination of property).

5.5 Damage. If damage is inflicted on the Common Elements, or any Unit, by an Owner or Occupant, or its invitees, or by any condition in the Unit or its Limited Common Elements which the Owner or Occupant has caused or allowed to exist, the Owner is liable at its expense for the prompt repair thereof except as provided in **Section 7.10**. In addition, if any Owner enters into an easement, lease or use agreement permitting a third party to use any portion of that Owner's Unit or the Limited Common Elements allocated to such Unit (but not including any agreement with individual residents of the Multifamily Unit), such agreement will be deemed to include a provision whereby the third party agrees to indemnify, defend and hold harmless all the other Owners, the Association, and its members, officers, directors, and agents from and against any claim, loss or expense arising out of injury, death or property loss or damage caused by the third party, or any of its agents, employees, guests or invitees.

5.6 Owner Obligated to Pay. If an Owner or Occupant performs any construction, alteration, modification, remodeling, or renovation on or to any portion of the Common Elements (whether or not authorized), or on or to any Unit that affects the Common Elements, the Owner or Owners so involved shall promptly pay for all material, equipment, and labor used in any such construction, alteration, modification, remodeling, renovation, or other activity. If a mechanic's lien is filed in connection with such work, whether or not such work was approved by the Association, the Owner or Occupant performing such work on or to the Common Elements shall satisfy such mechanic's lien within thirty (30) days of the date the mechanic's lien was filed; provided, however, that if any such Owner or Occupant chooses to contest the validity of such mechanic's lien, the Association may require such Owner or Occupant to post a bond in favor of the Association, or deposit funds with the Association, such bond or funds to be equal to one hundred twenty-five percent (125%) of the amount claimed by the holder of the mechanic's lien, which bond or funds shall indemnify the Association and other non-involved Owners and

Occupants against such mechanic's lien. Nothing contained herein shall be deemed to permit an Owner or Occupant to perform any construction, alteration, modification, remodeling or renovation of the Common Elements, including the Limited Common Elements without the prior approval by the Association.

ARTICLE 6. Assessments and Liens for Assessments

Assessments against the Units shall be levied by a majority vote of the Board and paid by the Owners to the Association in accordance with the following provisions:

6.1 Obligation for Assessments. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or in the case of Declarant, by execution of this Declaration, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments, such assessments to be established, levied and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also become the personal obligation of the Owner at the time the assessment becomes due. The personal obligation for delinquent assessments shall not pass to the successors in title to an Owner's Unit, unless expressly assumed by them. However, any sale or transfer pursuant to foreclosure or deed-in-lieu of foreclosure shall not relieve the Purchaser or transferee of a Unit of the Unit itself from liability for the lien of any assessment made thereafter. Upon request of an Owner, the Association shall issue a certificate to such person(s) as the Owner may designate stating the status of the current and delinquent assessments assessed against that Owner's Unit. The Person for whose benefit such certificate is made shall be entitled to rely conclusively on such certificate and such certificate shall limit such Person's personal liability and the liability of the Unit for any other prior assessments. Except as provided by **Sections 6.4** and **7.8** below, assessments shall be allocated among the Units based on the percentages set forth on Exhibit C attached hereto. The failure or delay of the Board to send to each Member prior written notice of the assessment due for the following year shall not constitute a waiver or release in any manner of the Member's obligation to pay the assessment whenever it shall be determined, and in the absence of any notice each Member shall continue to pay the annual assessment at the then existing rate until such Member has receipt of the assessment notice reflecting the new amount.

6.2 Annual Assessment. The annual assessment shall be established by the Board in accordance with the provisions of this **Article 6** and the Act.

6.3 Special Assessments. In addition to the annual assessments levied as provided in this **Article 6**, upon approval of all members of the Board, the Board may, in its discretion, levy special assessments against all of the Units, or fewer than all of the Units to the extent allowed by Section 515B.3-1151 of the Act, at such other and additional times as, in the Board's judgment, are required for the proper management, maintenance, repair and operation of the Condominium, to defray in whole or in part the cost of, among other things, (i) to cover expenditures of an emergency nature, (ii) to cover unbudgeted capital expenditures, or (iii) to replace any components of the CIC.

6.4 Limited Assessment Allocation. Both annual and special assessments shall be assessed among the Units based on the percentages set forth on Exhibit C attached hereto and may be collected in installments as set forth in **Section 6.8**, except as follows:

6.4.1 Any Common Expense benefiting one or more but fewer than all of the Units may be assessed solely against the benefited Unit(s), as provided in Section 515B.3-1151(e)(2) of the Act, subject to any use of this provision being fair and equitable and which is applied consistently to all Owners and Units and is neutral on its face and in effect.

6.4.2 Subject to **Section 6.4.3**, a Common Expense associated with the maintenance, operation, repair or replacement of a Limited Common Element, if any, shall, to the extent reasonably discernable, be assessed against the Unit or Units to which that Limited Common Element was assigned at the time the expense was incurred as provided in Section 515B.3-1151(e)(1) of the Act.

6.4.3 Unless covered by insurance maintained by the Association, expenses arising directly from an Owner's or Occupant's acts or omissions, or from its invitees shall be assessed against that Owner's Unit and be immediately due in full from the Owner directly or indirectly at fault.

6.4.4 The cost of common utilities not separately metered may be assessed in proportion to usage.

6.4.5 The costs of insurance may be assessed in proportion to risk or coverage, with such allocation to be reasonably determined by the Board.

6.5 Lien for Unpaid Assessments, Interest and Late Fees. All assessments, both annual and special, shall become a lien upon a Unit on the date the assessment or the installment of an assessment becomes due, or if the assessment is not payable in installments, then on the date the Board determines the assessment is due and payable. The lien for all unpaid assessments shall include interest, charges, fines, late charges, costs, receiver's fees, collection fees, filing fees, reasonable attorneys' fees and late fees.

6.6 Priority of Lien; Purchaser at Foreclosure Sale Not Liable for Certain Unpaid Assessments; Association Responsible for Certain Unpaid Assessments. The lien for assessments, as against all other liens and encumbrances, shall be determined pursuant to Section 515B.3-116 of the Act. This provision does not affect the priority of mechanics' or materialmen's liens.

6.7 Preparation of Proposed Budget and Levying of Assessment. Each year, at least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount necessary to pay the Common Expenses during the next fiscal year including any amounts the Board, in its reasonable discretion, determines desirable to hold in reserve for future replacement of components the Association is obligated to maintain, as well as alterations and improvements thereto, and for emergencies. The Association shall keep replacement reserves, if any, in an account or accounts separate from the Association's operating funds and other reserves, and shall not use or borrow from the replacement reserves to fund the Association's operating expenses, provided that this restriction shall not affect the Association's authority to pledge the replacement reserves as security for a loan to the Association for capital improvements but not for

shortfalls in the operating account. Nothing herein shall require that the Association maintain a replacement reserve. At least thirty (30) days prior to the beginning of the Association's fiscal year, the Board shall provide to each Owner the amount of the assessment that Owner shall pay in the next fiscal year.

6.8 Payment of Assessments. All sums assessed by the Association for annual assessments and any special assessments allocable to any Unit shall be payable at least annually or in more frequent installments as designated by the Board. Except as otherwise provided by the Board, within thirty (30) days following the levying of an assessment as provided in **Section 6.7**, and on the first day of each and every installment period thereafter, each Member shall be obligated to pay to the Association the full assessment or installment of assessment levied.

6.9 Replacement Reserves. The Association may, in its discretion, elect to maintain a replacement reserve account or accounts separate from the Association's operating funds and other reserves for the purpose of replacing General Common Elements and any other components for which the Association is responsible to maintain. In establishing such reserves and the amounts to be collected from each Unit, the Association shall take into account any reserves held by any mortgagee holding a mortgage on that Unit and any restrictions on access to such funds. The Association shall not use or borrow from any replacement reserves to fund the Association's operating expenses, provided that this restriction shall not affect the Association's authority to pledge the replacement reserves as security for a loan to the Association. Nothing herein shall require that the Association maintain a replacement reserve.

6.10 Failure to Prepare Annual Budget and Levy Annual Assessment. The failure or delay of the Board to prepare the proposed annual budget and to levy assessments upon each Unit as provided above shall not constitute a waiver or release in any manner of such Member's obligation to pay annual assessments whenever the same shall be determined, and in the absence of any annual budget, each Member shall continue to pay the annual assessment at the then existing installment rate until such Member has received notice of the new annual or special assessment levied.

6.11 Late Fees and Interest on Unpaid Assessments; Acceleration. All assessments and installments not paid on or before the date when due shall bear a late fee determined by the Board from time to time. In addition, interest shall accrue in accordance with **Article 9** assessed for each month thereafter that such payment is late. All payments upon account shall be applied first to any late fee, then to accrued interest and then to the assessment payment first due. If any installment of an assessment, whether annual or special, becomes more than thirty (30) days past due, then the Board may, upon ten (10) days' written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full, along with any late fees and collection costs.

6.12 Certificate of Assessments. A certificate made by the Association as to the status of a Unit's assessment account shall limit the liability of any Person for whom such certificate is made. The Association shall issue such certificates to such additional persons as a Member may authorize in writing.

6.13 No Exception or Waiver of Payment of Assessments. No Member shall be exempt from liability for contributions towards the Common Expenses by waiver of the Member's use or enjoyment of the Common Elements or any portion of the Member's Unit or by the abandonment of the Member's Unit, or any other improvement.

6.14 Foreclosure of Lien. The Association's lien may be foreclosed as provided by laws of the State of Minnesota as if it were a lien under a mortgage containing a power of sale. The rights of the parties shall be the same as those provided by the law except that (i) the period of redemption shall be six (6) months from the date of sale or a lesser period authorized by law; (ii) in a foreclosure by advertisement under Minnesota Statutes, Chapter 580, the foreclosing party shall be entitled to costs and disbursements of foreclosure, and attorneys' fees in the amount provided by Section 515B.3-116 of the Act; (iii) in a foreclosure by action under Minnesota Statutes, Chapter 581, the foreclosing party shall be entitled to costs and disbursements of foreclosure and attorneys' fees as the court may determine, and (iv) the amount of the Association's lien shall be deemed to be adequate consideration for the Unit subject to foreclosure, notwithstanding the value of the Unit.

6.15 No Further Perfection or Notice Required. The recording of this Declaration constitutes record notice and perfection of the lien and no further recording of any claimed lien for assessment is required.

ARTICLE 7. Insurance and Eminent Domain

7.1 Required Coverage.

7.1.1 Property Insurance. The Association shall maintain, in the name of the Association, property insurance on the Property issued by financially sound insurers authorized to do business in the State of Minnesota, which such insurance shall be in special form covering all risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of the Property, but excluding land, footings, excavation and other items normally excluded from coverage (but including all common building service equipment and machinery), and also excluding ceiling or wall finishing materials, cabinetry, finished millwork, finished flooring, electrical, heating, ventilating, and air conditioning equipment and plumbing fixtures serving a single Unit, built-in appliances, light fixtures and other improvements and betterments within the Units regardless of when installed. Notwithstanding the foregoing, the Association is not obligated to maintain property insurance with respect to any improvements made by the lessees of any Unit or with respect to any personal property owned by any lessee. The policy or policies shall cover personal property owned by the Association, contain "Inflation Guard" and "Agreed Amount" endorsements, if available, and contain a waiver of any right of subrogation against the Association and each other Owner, if available. To the extent not a named insured on any policy under this **Subsection 7.1.1**, the Owners shall each be named as an additional named insured.

7.1.2 Liability Insurance. The Association shall, at all times from and after the date hereof, maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Property,

with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants, and the Association shall obtain appropriate waivers of subrogation from the insurance company respecting same. Declarant shall be included as an additional insured in its capacity as an Owner and, if applicable, as a Person having power to appoint members of the Board. Each Owner, their partners and members, as their interests may appear, shall be included as an additional insured, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance shall cover claims of one or more insured parties against any other insured party, pursuant to a “severability of interest” clause and the Association shall obtain appropriate waivers of subrogation from the insurance company respecting same. The Association shall not enter into employment contracts or independent contractor contracts of any kind unless the contracting party provides evidence (such as a Certificate of Insurance) to the Board that such party has current satisfactory insurance, including workers compensation insurance, commercial general liability insurance and automobile insurance on all of which the Association is named as an additional insured.

7.1.3 Excess Coverage. The Association shall maintain excess liability coverage in the minimum amount of \$5,000,000 per occurrence, \$5,000,000 in the aggregate.

7.1.4 Fidelity Insurance. The Association shall maintain a fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association, in an amount not less than three (3) months’ current assessments as calculated from the current annual budget of the Association. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

7.1.5 Directors and Officers. The Association shall maintain directors' and officers' liability insurance protecting the current and past members of the Board and the officers of the Association against claims made against them by reason of their service in such capacities to the extent reasonably available and with such reasonable limits and coverages as the Board shall determine from time to time.

7.1.6 Other Insurance. The Association shall maintain worker’s compensation, and other insurance as required by law or as the Board may determine from time to time to be in the best interests of the Association and the Owners. In addition, the Association shall ensure that any third party management agent hired by the Association carries such commercial general liability, worker’s compensation, errors and omissions, employment practices liability and/or crime/fidelity insurance, as the Association, in its sole discretion, deems appropriate in light of coverages provided by the Association’s insurance policies.

7.2 Additional Coverages. The policies shall include such additional endorsements, coverages and limits with respect to such hazards as may be reasonably required by any party insuring, purchasing or financing a mortgage on a Unit; provided, however, any additional costs to the Association associated with such additional endorsements, coverages or limits, to the extent they primarily benefit that Unit's Owner, shall be payable solely by that Unit's Owner and assessed against that Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a Secured Party, its insurer or loan servicer, obligating the Association to keep certain specified coverages or endorsements in effect, to obtain approvals of insurance adjustments on claims in excess of a certain amount, or to escrow insurance proceeds attributable to damage or destruction of Common Elements and intended for restoration, repair, replacement or rebuilding, on such terms and conditions as the Board determines to be reasonable and appropriate to facilitate such restoration, repair, replacement or rebuilding in compliance with the Act.

7.3 Premiums; Improvements; Deductibles. Subject to **Section 6.4**, all insurance premiums shall be assessed and paid as an annual assessment. In the case of a claim for damage to a Unit or Units, the Association may, as authorized by Section 515B.3-1151(g) of the Act, (i) pay the deductible amount as a Common Expense; or (ii) assess the deductible amount against one or more of the Units affected in any reasonable manner. The Board's decision as to who shall be charged with paying the deductible amount shall be rationally based on fault or benefit if such deductible is not charged as a Common Expense. In addition, as authorized by Section 515B.3-1151(e)(3), if the insurance rates increase as a result of the activities on a Unit or the Limited Common Elements allocated to such Unit, the increased insurance costs may be assessed only against such Unit. If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant of a Unit, or their invitees, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

7.4 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and Secured Parties. The Association, or any insurance trustee selected by the Association, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association, and shall apply the proceeds in accordance with said Section 515B.3-113 of the Act.

7.5 Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

7.5.1 Each Owner and Secured Party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

7.5.2 The insurer waives its right to subrogation under the policy against any Owner or such Owner's partners or members, and against the Association and members of the Board.

7.5.3 The coverage shall not be prejudiced by or conditioned upon (i) any act or omission of an Owner or Secured Party, unless acting within the scope of authority on behalf of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

7.5.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

7.5.5 Each Owner shall be an additional named insured under each policy of insurance procured under **Sections 7.1 and 7.2**.

7.6 Cancellation: Notice of Loss. Property and commercial general liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least sixty (60) days' prior written notice to the Association, the Owners, all Secured Parties to whom certificates of insurance have been issued, and the additional insureds.

7.7 Restoration in Lieu of Cash Settlement. Property insurance policies maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee); or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

7.8 Allocation of Insurance. The cost of insurance premiums shall be reviewed annually by the Board and to the extent reasonably determined by the Board, the allocations to each Unit will be adjusted in proportion to risk or coverage of the Unit and Limited Common Elements, taking into consideration the occupancy of each Unit and any prior insurance claims made in relation to any Unit.

7.9 Individual Owner's and Commercial Tenant's Insurance. Each Owner shall obtain at its own expense, or cause to be obtained, property insurance coverage covering fire and other casualty for all the Owner's property which is not otherwise insured by the policy of property insurance referred to in **Section 7.1.1** above, including ceiling and wall finishing materials, floor coverings, cabinetry, appliances, light fixtures and other improvements and betterments within the Unit. In addition, each Owner shall obtain liability insurance naming the Owner providing coverage on an "occurrence" basis, and including a combined commercial general liability insurance policy limit of at least \$1,000,000 for each occurrence, \$2,000,000 in the aggregate, and with a \$3,000,000 umbrella policy. Notwithstanding any provision to the contrary, during any period in which the Owner of the Commercial Unit is the City or a governmental or quasi-governmental entity affiliated with the City, the City may instead obtain liability insurance providing coverage on an "claims-made" basis, and including a commercial general liability insurance policy limit of at least \$2,000,000 for each occurrence and with a \$1,000,000 excess policy. Such liability insurance policy shall name the Association as an additional insured and certificate holder and if permitted by the insurer, the certificate holder shall be entitled to thirty

(30) days' notice if terminated, not renewed or cancelled, but if the insurer will not provide notice of non-renewal or cancellation to the certificate holder, the Owner of such policy shall promptly notify the Association in writing if such Owner receives notice from the insurer of non-renewal or cancellation. Insurance policies maintained by Owners shall be without contribution as against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies. Any such policies shall contain waivers of subrogation and contribution rights if possible. Each Owner shall provide the Association a certificate assuring the Association that the coverage required by this paragraph is in force, and shall provide a replacement certificate at least thirty (30) days' prior to each policy anniversary date. Upon failure to provide such certificate that is not cured within ten (10) days after written notice, the Board shall have the right to obtain such insurance, the cost of which shall constitute a special assessment levied against the applicable Unit as of the date on which the notice of special assessment is sent to the applicable Owner who has not provided such certificates and/or who has not maintained the applicable insurance in force.

7.10 Waiver of Claim. Anything herein to the contrary notwithstanding, the Association agrees that it shall make no claim against an Owner, its members, the members of the Board, officers of the Association, or employees or agents of any thereof, or against the manager, if any, or its officers, employees or agents, and each Owner agrees not to make a claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against the manager, if any, or its officers, employees or agents, or other Owners for any loss or damage to the Condominium, or to a Unit or Common Element, or to personal property, even if caused by the act or neglect of any one or more of such persons, due to a peril insured against by casualty insurance purchased by the Association, or any Owner, to the extent of the insurance proceeds recovered under all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released; provided, however, that this waiver shall not apply to vandalism or malicious mischief and shall apply only during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policy or policies, or prejudice the right of the insured to recover thereunder, and each Owner and the Board agree that their respective insurance policies shall contain such a clause or endorsement if available at reasonable cost in the opinion of the party insured thereunder. The Board shall have the right to determine who shall pay the deductible portion not covered by insurance provided such a determination shall be rationally based upon fault or benefit if not charged as a Common Expense.

7.11 Required Insurance Not Available. If any insurance required hereunder ceases to be available, or is available on terms so unacceptable that prudent owners of similar property generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

7.12 Eminent Domain. The procedures that the Association must follow in the event of a taking (or a purchase in lieu of a taking) of part or all of the Common Elements by a condemning authority are set forth in Section 515B.1-107 of the Act and shall be complied with by the Association. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or part thereof. Each Owner hereby grants the Board an irrevocable power of attorney for such purpose. Any proceeds from the settlement should be payable to the Association

for the benefit of the Owners and their mortgage holders. Any distribution of funds in connection with the termination of the Condominium must be made on a reasonable and equitable basis to the Owners and mortgage holders as their interests appear.

ARTICLE 8. Amendments to Declaration

8.1 Percentage of Owners. Except as expressly permitted or required by the Act or *Articles 8* and *10*, this Declaration may be amended by the Association only by a vote or written agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated; subject to the limitations specified herein.

8.2 Recordation. Every amendment to the Declaration shall be recorded in the office of the Recording Officer, and is effective only when recorded.

8.3 Limitations. No amendment may create special declarant rights; increase the number of Units beyond the maximum allowed by subdivision hereunder; change the allocations of Common Expense liabilities, interests in Common Elements or voting strength in the Association (including both voting by the Members and voting by the Board) or change the allocation of Limited Common Elements, except reallocations as may be required of a subdivided Unit among the Units resulting from such subdivision; convert General Common Elements to Limited Common Elements; change the authorized use of a Unit from nonresidential to residential (as defined by the Act) or conversely; change the boundaries of any Unit; materially and negatively affect the right to sell or the marketability of a Unit; change the percentage of Owners needed to terminate the Condominium; or take any action specified in *Section 10.1* of this Declaration, in the absence of unanimous written agreement of the Owners. No provision in this Declaration which expressly benefits or protects the Commercial Unit or Commercial Owner may be amended without the consent of the Commercial Owner.

8.4 Alteration of Limited Common Elements. In accordance with Section 515B.2-109(f) of the Act, a reallocation of Limited Common Elements shall not be permitted without an amendment to this Declaration executed by the Owners of the Units to which the affected Limited Common Elements are allocated.

8.5 Secretary's Affidavit. An affidavit of the secretary of the Association stating that the votes or agreements required by this *Article 8* have occurred shall be attached to the amendment and shall constitute prima facie evidence of the representations contained therein.

ARTICLE 9. Remedies

9.1 Entitlement to Relief. Legal relief may be sought by the Association, at its discretion, against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules, the Act or the decisions of the Association. However, no Owner may withhold any assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules or the Act, as a measure to enforce such Owner's position, or for any other reason.

9.2 Remedies. In addition to any other remedies or sanctions, expressed or implied herein, whether administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their invitees, who violate the provisions of the Governing Documents, the Rules or the Act:

9.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

9.2.2 Impose late charges for each past due assessment or installment thereof, as set forth in **Section 6.11**, and impose interest not to exceed the highest rate permitted by law accruing beginning on the first day of the month after the assessment or installment was due.

9.2.3 Accelerate any unpaid installments of any assessments assessed against the Unit owned by the defaulting Owner in accordance with **Section 6.11**, which assessments shall then be payable in full together with all attorneys' fees and other professional fees, costs and late charges.

9.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules, which fines, penalties and charges shall be added to the assessments against the Unit at fault.

9.2.5 Enter any Unit or Limited Common Element and restore any portions of the Unit, or Limited Common Element used, damaged or altered, or allowed to be used, damaged or altered, by any Owner or Occupant, or their invitees, in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

9.2.6 Enter any Unit, Common Elements or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents or the Rules exists which materially affects, or is likely to materially affect, the health or safety of the other Owners or Occupants, or their invitees, the safety or soundness of any Unit or other part of the Property or the property of the Owners, Occupants or their invitees, or the uniform and harmonious appearance of the Building. The Association may summarily abate, demolish and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit, Common Elements or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered, demolished or removed only pursuant to a court order or with the agreement of the Owner.

9.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

9.3 Enforcement by Owners. The provisions of this **Article 9** shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules, and the Act as provided therein.

ARTICLE 10. Provisions for Eligible Mortgagees

The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

10.1 Approval of Eligible Mortgagees. In addition to the requirements of **Article 8**, unless at least fifty-one percent (51%) of Eligible Mortgagees (one vote for each mortgage owned) consent, the Association shall not be entitled to amend any provision of this Declaration or the Bylaws or add any material provision thereto which establishes, provides for, governs or regulates any of the following:

- 10.1.1 voting;
- 10.1.2 assessment liens or the subordination of any such lien;
- 10.1.3 reserves for maintenance, repair or replacement of the Common Elements;
- 10.1.4 insurance or fidelity bonds;
- 10.1.5 rights to use the Common Elements;
- 10.1.6 responsibility for maintenance or repair of any portion of the Condominium;
- 10.1.7 expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- 10.1.8 boundaries of any Unit (except as may be permitted herein related to subdivision of Units);
- 10.1.9 interests in the Common Elements or Limited Common Elements; and
- 10.1.10 convertibility of Units into Common Elements or Common Elements into Units.

This **Section 10.1** shall not apply in the case of a subdivision of a Unit and the reallocation of the Common Element interests, Common Expense liability and voting rights of the subdivided Unit among the Units resulting from such subdivision.

10.2 Approval of First Mortgagees. Without the approval of the Owners of Units to which one hundred percent (100%) of the votes are allocated, and at least eighty percent (80%) of the holders of First Mortgages (based upon one vote for each mortgage owned)

- 10.2.1 the Condominium cannot be terminated (unless all of the Units are taken by eminent domain); and

10.2.2 the legal form of the Condominium cannot be changed.

10.3 Notice to Eligible Mortgagees. Eligible Mortgagees shall be entitled to timely written notice of:

10.3.1 any proposed amendment of the Governing Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses; (iii) the number of votes in the Association appertaining to any Unit; or (iv) the purposes to which any Unit or the Common Elements are restricted;

10.3.2 any proposed termination of the Condominium;

10.3.3 any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a First Mortgage held, insured or guaranteed by such Eligible Mortgagee;

10.3.4 any delinquency in the payment of assessments or charges owed by an Owner subject to the mortgage of such Eligible Mortgagee, where such delinquency has continued for a period of thirty (30) days;

10.3.5 any lapse, cancellation or material modification of any insurance policy maintained by the Association.

10.4 Liens Prior to First Mortgage. All taxes, assessments and charges which may become liens prior to any First Mortgage on any Unit under local law, shall relate only to the individual Unit and not to the Condominium project as a whole.

10.5 Rights to Condemnation Proceeds. No provision of the Condominium constituent documents gives an Owner or any other party priority over any rights of the holder of any First Mortgage on the Unit pursuant to its mortgage in the case of condemnation awards for losses or the taking of Units and/or Common Elements.

10.6 Consent/Approval. Consent by any Secured Party entitled by law or by this Declaration to consent to an action by the Association, including consent to an amendment of this Declaration, the Bylaws or the Articles of the Association by an Eligible Mortgagee, shall be deemed granted if the Secured Party's written refusal to consent is not received by the Association within sixty (60) days after the Secured Party receives from the Association notice and copy of the amendment by certified mail, postage prepaid and return receipt requested in accordance with Section 515B.2-118(a)(5) of the Act.

ARTICLE 11. General Provisions

11.1 Interpretation of Declaration. This Declaration is intended to comply with requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership and

operation of a multi-use common interest community project. Compound words beginning with the prefix “here” shall be read as referring to this Declaration and not merely to the part of it in which they appear. The term “include” or “including” in a statement shall mean include or including as an example, without limiting the generality of the statement. References to both Common Elements and Limited Common Elements within the same sentence are for emphasis only. Limited Common Elements are a subset of Common Elements, and unless clearly to the contrary, references herein to Common Elements include both General Common Elements and Limited Common Elements.

11.2 Examination of Records. Owners, lenders and holders, insurers or guarantors of any First Mortgage shall be entitled to inspect current copies of the Declaration, the Bylaws, and the Rules governing the Condominium, the books, records and financial statements of the Association and all documentation specified by Section 515B.3-118 of the Act, upon request during normal business hours or under other reasonable circumstances. Purchasers shall be entitled to inspect current copies of the Declaration, the Bylaws, and the Rules governing the Condominium and the most recent annual audited financial statement, if such is prepared. Any Person which has an interest or prospective interest in the Condominium shall be entitled, upon written request, to have an audited financial statement for the immediately preceding fiscal year prepared within a reasonable time, at the expense of such Person.

11.3 Notices. All notices, objections, demands and other communications required or permitted to be given or served under this Declaration shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested as follows:

If to any Member, to:

That Member’s last address as shown on the records of the Association, or if not obtainable or known, to its registered office in the State of Minnesota or publicly available city hall address (in relation to the City).

If to the Association, to:

The president or management agent at the last address shown for such person on the records of the Association, or if not obtainable, to its registered office in the State of Minnesota.

11.4 Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the Association, its Members and the Declarant, and their heirs, successors and assigns.

11.5 Severable Provisions. Each provision of this Declaration is intended to be severable. If any term or provision herein is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Declaration.

11.6 Titles, Headings or Captions and Reference to Gender. All titles, headings or captions in the articles or sections of this Declaration are inserted for convenience of reference only and shall not constitute a part of this Declaration or as a limitation of the scope of the particular articles or sections to which they apply. The masculine gender may be read as the feminine gender

or the neuter gender, the neuter gender may be read as the masculine gender or feminine gender and the feminine gender may be read as the masculine gender or the neuter gender. Where appropriate the singular may be read as the plural and the plural may be read as singular.

11.7 Minor Revisions. At any time prior to the recording of a deed transferring title to the Commercial Unit to the City or a third party, the Declarant reserves the right to make minor, non-material changes to the Declaration and Bylaws in order to comply with the requirements of the Recording Officer and any change in the Act.

11.8 Minnesota Law to Govern. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

11.9 Association's Right of Entry. The Association shall have a right of entry upon each Unit and the Limited Common Elements allocated to it at any time to effect emergency repairs and, upon 24 hours advance notice, between the hours of 9:00 a.m., and 5:00 p.m. to effect other repairs, improvements, replacements or maintenance deemed necessary by the Association.

11.10 Consent. Whenever consent is required by an Owner, such consent shall not be unreasonably withheld, delayed or denied.

11.11 Right of Action. Failure of any Owner or the Association to comply with the provisions of this Declaration, the Bylaws or the Rules adopted pursuant thereto shall give rise to a cause of action by any aggrieved Owner or the Association.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

BPOZ Columbia Heights, LLC,
a Delaware limited liability company

By: _____
Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of **BPOZ Columbia Heights, LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public.

THIS INSTRUMENT WAS DRAFTED BY:
WINTHROP & WEINSTINE, P.A.
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402-4629
Telephone: (612) 604-6400

19349818v15

15056.15

EXHIBIT A

TO DECLARATION

COMMON INTEREST COMMUNITY NUMBER 342

A Condominium

THE HEIGHTS

LEGAL DESCRIPTION

[confirm legal description once title registration is complete]

PARCEL 1 (Abstract and Torrens-Certificate of Title No. 142077):

Lot 32, Block 6, Reservoir Hills, Anoka County, Minnesota.

Lots 25 through 28, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills, Anoka County, Minnesota.

The vacated alley adjacent to Lots 25 through 28, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills, Anoka County, Minnesota.

Those parts of Lots 28 through 31, Block 6, Reservoir Hills; Lots 23, and 24, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills; and of the vacated alley adjacent to Lot 24, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills; lying southwesterly and westerly of the following described line: Beginning at a point on the south line of Block 1, Walton's Rearrangement, said point being 18.00 feet West of the southeast corner of Lot 23, of said Block 1, Walton's Rearrangement; thence Northerly on a line 18.00 feet West of and parallel with the east line of Lot 23 a distance of 87.00 feet; thence on a straight line to a point on the north line of Lot 30 of said Block 6, Reservoir Hills, said point being 47.23 feet Easterly of the northwest corner of said Lot 30 and there terminating.

The following portion of the above description being registered land:

That part of Lot Twenty-three (23), Block One (1), Walton's Rearrangement of Lots Thirty-three (33) and Thirty-four (34), Block Six (6), Reservoir Hills, lying southwesterly and westerly of the following described line: Beginning at a point on the South line of said Block 1, Walton's Rearrangement, said point being 18.00 feet West of the southeast corner of Lot 23 of said Block 1, Walton's Rearrangement; thence Northerly on a line 18.00 feet West of and parallel with said east line of Lot 23, a distance of 87.00 feet; thence on a straight line to a point on the north line of Lot 30 of said Block 6, Reservoir Hills, said point being 47.23 feet Easterly of the northwest corner of said Lot 30 and there terminating.

PARCEL 2 (Abstract):

Those parts of Lots 27 through 31, Block 6, Reservoir Hills and those parts of Lots 23 and 24, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills and of the vacated alley abutting Block 1, "Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills", as dedicated in said plat, lying within the following described tract: Commencing at a point on the south line of said Block 1, Walton's Rearrangement distant 18.00 feet west of the southeast corner of Lot 23, said Block 1, Walton's Rearrangement; thence northerly on a line 18.00 feet west of and parallel with the east line of said Lot 23, a distance of 87.00 feet, to the actual point of beginning of the tract to be described; thence continuing northerly on the extension of said line to the north line of Block 6, Reservoir Hills; thence westerly along said north line of Block 6, to a point being 47.23 feet easterly of the northwest corner of Lot 30, Block 6, Reservoir Hills; thence southeasterly, to the point of beginning;

Excepting therefrom Tract A, Registered Land Survey No. 250, Anoka County, Minnesota.

PARCEL 3 (Torrens-Certificate of Title No. 142076):

Tract A, Registered Land Survey No. 250, Anoka County, Minnesota.

PARCEL 4 (Torrens-Certificate of Title No. 116494)

Tract B, Registered Land Survey No. 250, Anoka County, Minnesota.

PARCEL 5 (Abstract)

Lots 24, 25 and 26, Block 6, Reservoir Hills. Lots 20, 21 and 22, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills, and all of the vacated alley adjacent to said Lots 20, 21 and 22. Those parts of Lots 27, Block 6, Reservoir Hills and of Lot 23, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills and of that part of the vacated alley abutting Block 1, "Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills", as dedicated in said plat, which lies Westerly of the Northerly extension of the East line of Lot 23, said Block 1, lying easterly of the following described line: Beginning at a point on the South line of said Block 1, Walton's Rearrangement, said point being 18.00 feet West from the Southeast corner of Lot 23 of said Block 1, Walton's Rearrangement; thence Northerly on a line 18.00 feet West of and parallel with the East line of said Lot 23, to the North line of said Block 6, Reservoir Hills;

Excepting therefrom Tract B, Registered Land Survey No. 250, Anoka County, Minnesota.

PARCEL 6 (Torrens-Certificate of Title No. 115040)

Lot 19, Block 1, Walton's Rearrangement of Lots 33 and 34, Block 6, Reservoir Hills, Anoka County, Minnesota.

EXHIBIT B
TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 342
A Condominium
THE HEIGHTS
ADDITIONAL DEPICTION OF LIMITED COMMON ELEMENTS

EXHIBIT C
TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 342
A Condominium
THE HEIGHTS

**ALLOCATION OF VOTING RIGHTS, INTEREST IN COMMON ELEMENTS AND
LIABILITY FOR COMMON EXPENSES (EXCEPT COMMON EXPENSES RELATED TO
CERTAIN GARAGE EXPENSES)**

<u>Unit</u>	<u>Voting Rights, Common Expense Liability, and Undivided Interest in Common Elements</u>
1	5.6%*
2	<u>94.4%</u>
	100%

EXHIBIT D**TO DECLARATION****COMMON INTEREST COMMUNITY NUMBER 342****A Condominium****THE HEIGHTS****MAINTENANCE ALLOCATION TABLES**

Costs of maintenance, repair and operation of the Condominium is governed by the text of the Declaration. The following tables are for clarification purposes only and do not represent an exhaustive list of all expenses of the Association or the Unit Owners. Nothing in this Exhibit D is intended to supersede Article 7 in the event of a casualty insured by the Association.

Ownership Units – Table 1 includes a breakdown of the components within each Ownership Unit of the Association (Commercial and Multifamily). *Separate from the Association*, each respective Unit will be responsible for the sourcing of and costs associated with the maintenance and repair/replacement of the following items:

Table 1: Ownership Units	
Commercial Unit	Multifamily Unit
Commercial Windows and Doors	Multifamily Windows and Doors Gates, and Parking Technology Underground & Ground Level Parking (L1 + P1) Maintenance, MEP and Trash Rooms

Limited Common Elements – Table 2 includes a breakdown of Limited Common Elements by the Unit they serve. *Separate from the Association*, each respective Unit will be primarily responsible for the sourcing of and costs associated with the maintenance and repair/replacement of these components. If any costs are nevertheless incurred for such components by the Association, they will be billed back in their entirety (100%) to the respective Units that such components serve:

Table 2: Limited Common Elements	
Commercial Unit	Multifamily Unit
Commercial Unit Façade	Multifamily Unit Façade
Heated Sidewalk, benches, crash barriers, emergency generator serving only Commercial Unit	Multifamily Garage Doors
Commercial VRF Unit(s)	Multifamily VRF Unit(s)
Commercial Roof HVAC Unit	Multifamily Roof HVAC Unit(s)
Commercial Interior Security System	Multifamily Interior Security System
Commercial Garage Doors, Gates and Parking Technology	

General Common Elements – Table 3 includes a list of General Common Elements and services that serve all Units of the Condo Association. The sourcing of and costs associated with the maintenance and repair/replacement of these components will be the responsibility of the Association; the Commercial Unit will contribute its share of the costs, as determined by Exhibit C, and the Multifamily Unit will cover all other costs associated with the maintenance and repair/replacement of the General Common Elements listed below:

Table 3: General Common Elements & Services	
General Common Elements & Services	
Insurance	Exterior Grounds & Landscaping
Management Fee	Exterior Utilities (Electric/Water)
Fire & Life Safety System	Snow Removal
Window Washing	Pocket Park
Storm water Management System	Roof
Shared Emergency Generator	Interior Garage Door, subject to Section 2.10

Utilities – Table 4 includes a breakdown of how utilities will be metered and/or paid for if not separately metered. To the extent possible, it is the intention of Ownership to have the utilities that serve each Unit separately metered and billed direct by provider separate from the Association. The Commercial Unit will also be responsible for all utility costs associated with the use of their VRF Unit and the Multifamily Unit will rebill the Commercial Unit for those costs on a monthly basis. Utility costs related to the exterior of the building (electric/water) are considered common services (see above) and will be the responsibility of the Association, as will heat and electricity to the Garage subject to **Section 2.10**.

Table 4: Utilities	
Commercial Unit	Multifamily Unit
Commercial Electric Meter	Multifamily Electric Meter
Commercial VRF Unit Electric Submeter (rebill)	Multifamily VRF Unit(s) Meter
Commercial Gas Meter	Multifamily Gas Meter
Commercial Trash Contract	Multifamily Trash Contract
Commercial Water/Sewer Meter	Multifamily Water/Sewer Meter

COMMON INTEREST COMMUNITY NUMBER 342
THE HEIGHTS

(A Condominium)

CONSENT TO DECLARATION

The undersigned is the holder of a certain Combination Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, executed by BPOZ Columbia Heights, LLC, a Delaware limited liability company, in favor of the undersigned, as Mortgagee, dated as of October 27, 2020, and filed in the Office of the Anoka County Registrar of Titles, on January 21, 2021, as Document No. 583220.009 (the “**Mortgage**”) against the Property described in the foregoing Declaration (the “**Declaration**”). The undersigned hereby consents to and joins in this Declaration and confirms that the undersigned’s interest in the Mortgage is made subject to the terms and conditions of the Declaration; *provided that* by consenting to and joining in this Declaration, (i) the undersigned does not in any manner constitute itself or obligate itself as a declarant, as defined in Minnesota Statutes Chapter 515B; and (ii) the lien created by the Mortgage shall remain on the Property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

OLD NATIONAL BANK

By: _____

Its: _____

And By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____, and by _____, the _____, of Old National Bank, a national banking association, for and on behalf of the bank.

Notary Public

COMMON INTEREST COMMUNITY NUMBER _____

A CONDOMINIUM

THE HEIGHTS

This CIC Plat is part of the Declaration for CIC Number _____,
A CONDOMINIUM, THE HEIGHTS, recorded as _____.

Document Number _____ on this
_____ day of _____, 20____.

Anoka County Recorder/Registrar of Titles

I, Daniel Ekrem, do hereby certify that the work was undertaken by or reviewed and approved by me for this CIC Plat of Common Interest Community Number _____, a condominium, THE HEIGHTS, being located upon:

Lot 32, Block 6, RESERVOIR HILLS, Anoka County, Minnesota.

Lots 25 through 28, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS, Anoka County, Minnesota.

The vacated alley adjacent to Lots 25 through 28, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS, Anoka County, Minnesota.

Those parts of Lots 28 through 31, Block 6, RESERVOIR HILLS; Lots 23 and 24, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS; and of the vacated alley adjacent to Lot 24, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS; lying Southwesterly and Westerly of the following described line: Beginning at a point on the South line of Block 1, WALTON'S REARRANGEMENT, said point being 18.00 feet West of the Southeast corner of Lot 23, of said Block 1, WALTON'S REARRANGEMENT; thence Northerly on a line 18.00 feet West of and parallel with the East line of Lot 23, a distance of 87.00 feet; thence on a straight line to a point on the North line of Lot 30 of said Block 6, RESERVOIR HILLS, said point being 47.23 feet Easterly of the Northwest corner of said Lot 30 and there terminating.

The following portion of the above description being registered land:
That part of Lot Twenty-three (23), Block One (1), WALTON'S REARRANGEMENT OF LOTS THIRTY-THREE (33) AND THIRTY-FOUR (34), BLOCK SIX (6), RESERVOIR HILLS lying southwesterly and westerly of the following described line: Beginning at a point on the South line of said Block 1, WALTON'S REARRANGEMENT, said point being 18.00 feet West of the southeast corner of Lot 23 of said Block 1, WALTON'S REARRANGEMENT; thence Northerly on a line 18.00 feet West of and parallel with said east line of Lot 23, a distance of 87.00 feet; thence on a straight line to a point on the north line of Lot 30 of said Block 6, RESERVOIR HILLS, said point being 47.23 feet Easterly of the northwest corner of said Lot 30 and there terminating.

AND

Those parts of Lots 27 through 31, Block 6, RESERVOIR HILLS and those parts of Lots 23 and 24, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS and of the vacated alley abutting Block 1, "WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS", as dedicated in said plat, lying within the following described tract: Commencing at a point on the South line of said Block 1, WALTON'S REARRANGEMENT distant 18.00 feet West of the Southeast corner of Lot 23, said Block 1, WALTON'S REARRANGEMENT; thence Northerly on a line 18.00 feet West of and parallel with the East line of said Lot 23, a distance of 87.00 feet, to the actual point of beginning of the tract to be described; thence continuing Northerly on the extension of said line to the North line of Block 6, RESERVOIR HILLS; thence Westerly along said North line of Block 6, to a point being 47.23 feet Easterly of the Northwest corner of Lot 30, Block 6, RESERVOIR HILLS; thence Southeasterly, to the point of beginning;

Excepting therefrom Tract A, REGISTERED LAND SURVEY NO. 250, Anoka County, Minnesota.

AND

Tract A, REGISTERED LAND SURVEY NO. 250, Anoka County, Minnesota.

AND

Tract B, REGISTERED LAND SURVEY NO. 250, Anoka County, Minnesota

AND

Lots 24, 25 and 26, Block 6, RESERVOIR HILLS. Lots 20, 21 and 22, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS, and all of the vacated alley adjacent to said Lots 20, 21 and 22. Those parts of Lots 27, Block 6, RESERVOIR HILLS and of Lot 23, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS and of that part of the vacated alley abutting Block 1, "WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS", as dedicated in said plat, which lies Westerly of the Northerly extension of the East line of Lot 23, said Block 1, lying easterly of the following described line: Beginning at a point on the South line of said Block 1, WALTON'S REARRANGEMENT, said point being 18.00 feet West from the Southeast corner of Lot 23 of said Block 1, WALTON'S REARRANGEMENT; thence Northerly on a line 18.00 feet West of and parallel with the East line of said Lot 23, to the North line of said Block 6, RESERVOIR HILLS;

Excepting therefrom Tract B, REGISTERED LAND SURVEY NO. 250, Anoka County, Minnesota.

AND

Lot 19, Block 1, WALTON'S REARRANGEMENT OF LOTS 33 AND 34, BLOCK 6, RESERVOIR HILLS, Anoka County, Minnesota

and that this CIC Plat fully and accurately depicts all information required by Minnesota Statutes, Section 515B.2-1101, and that I am a Duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this _____ day of _____, 20____.

Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel Ekrem, a Licensed Land Surveyor.

Signature

Printed Name

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, _____, pursuant to Minnesota Statutes, Section 515B.2-101(c), do hereby certify that the structural components of the structures containing the units and the mechanical systems serving more than one unit, are substantially completed, and that I am a duly Licensed Architect under the laws of the State of Minnesota.

Dated this _____ day of _____, 20____.

_____, Licensed Architect

Minnesota License No. _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, a Licensed Architect.

Signature

Printed Name

Notary Public, _____ County, Minnesota

My Commission Expires _____

County Surveyor
Pursuant to Minnesota Statutes, Section 389.09,Subd. 2, this CIC Plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
David Zieglmeier
Anoka County Surveyor

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 515B.1-116, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

Property Tax Administrator

By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of COMMON INTEREST COMMUNITY NO. _____ was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at ____ o'clock ____M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy



ALLIANT
ENGINEERING

COMMON INTEREST COMMUNITY NUMBER _____

A CONDOMINIUM

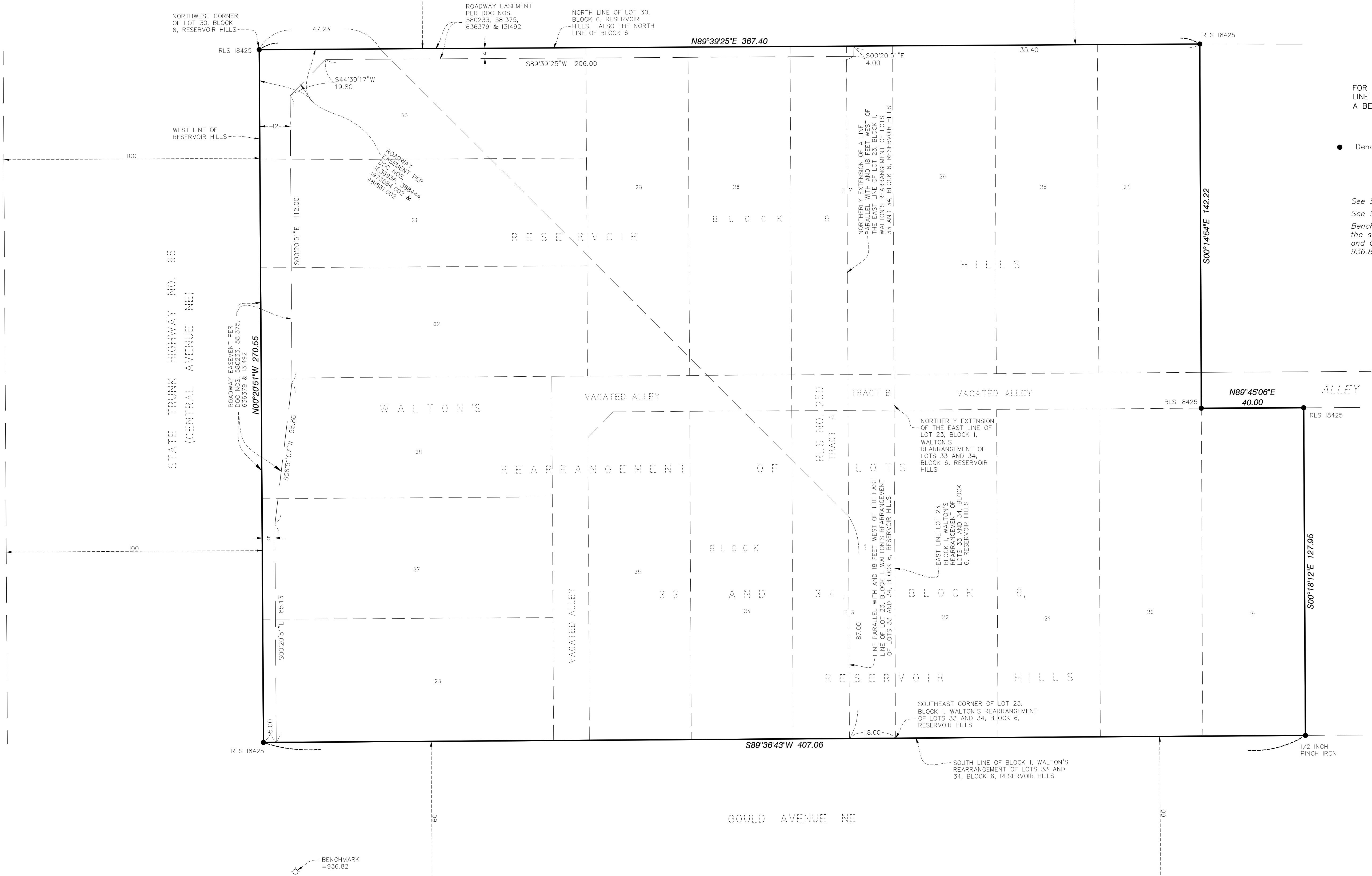
THE HEIGHTS

CITY OF COLUMBIA HEIGHTS
COUNTY OF ANOKA
SEC. 36, T. 30N, R. 24W

CIC BOUNDARY

40TH AVENUE NE

GOULD AVENUE NE



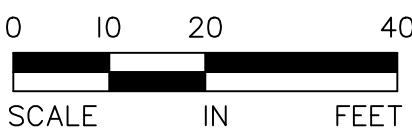
FOR THE PURPOSES OF THIS PLAT, THE WEST LINE OF RESERVOIR HILLS IS ASSUMED TO HAVE A BEARING OF N00°20'51\"W

● Denotes monument found 1/2 inch iron pipe

See Sheet 3 of 8 sheets for Site Plan

See Sheets 4-8 of 8 sheets for Unit Details

Benchmark: Top Nut of Hydrant located at the southeast corner of Central Avenue NE and Gould Avenue NE has an elevation of 936.82 feet NGVD 29.



1 INCH = 20 FEET



ALLIANT
ENGINEERING

COMMON INTEREST COMMUNITY NUMBER _____

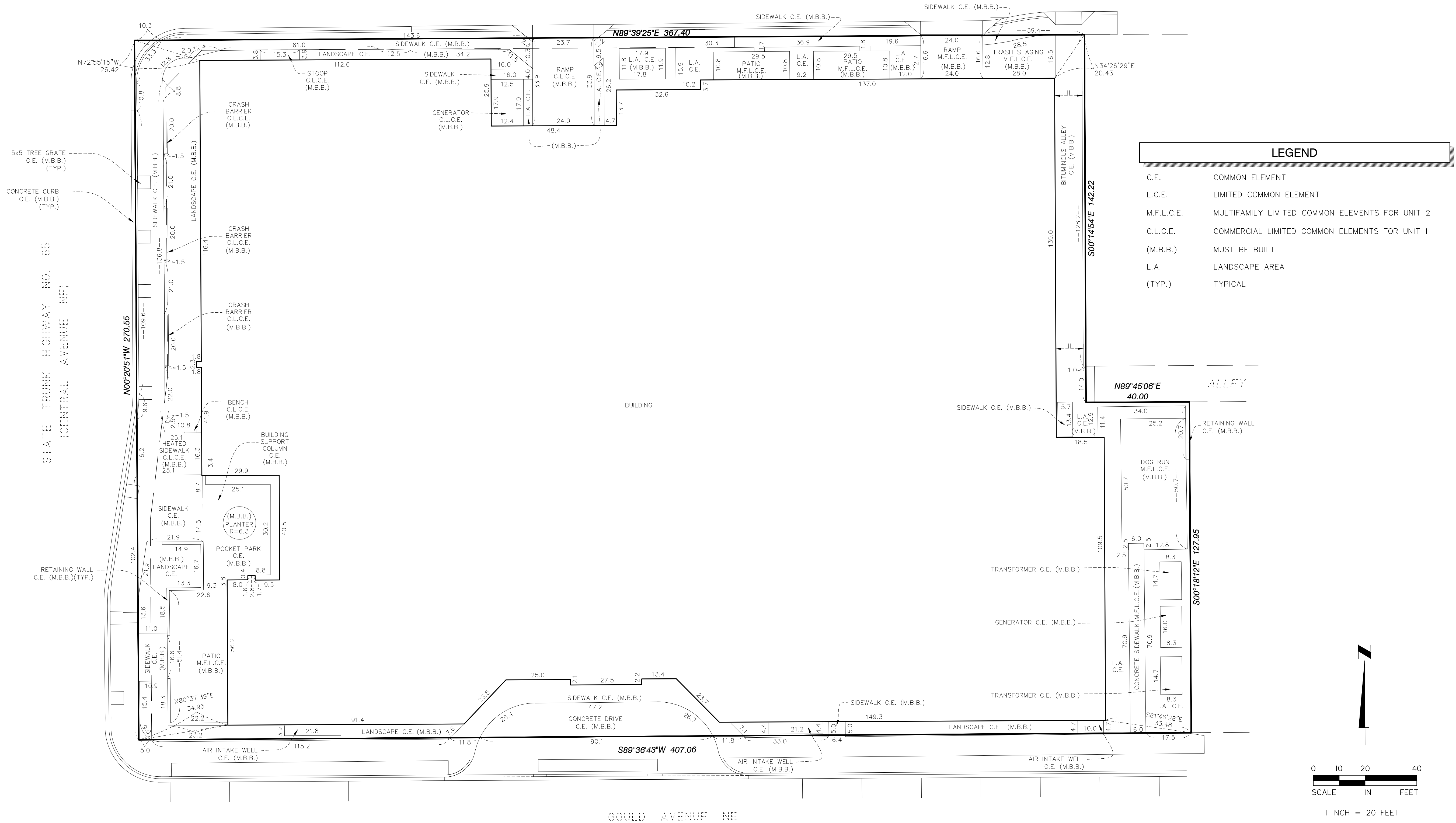
A CONDOMINIUM

THE HEIGHTS

40TH AVENUE NE

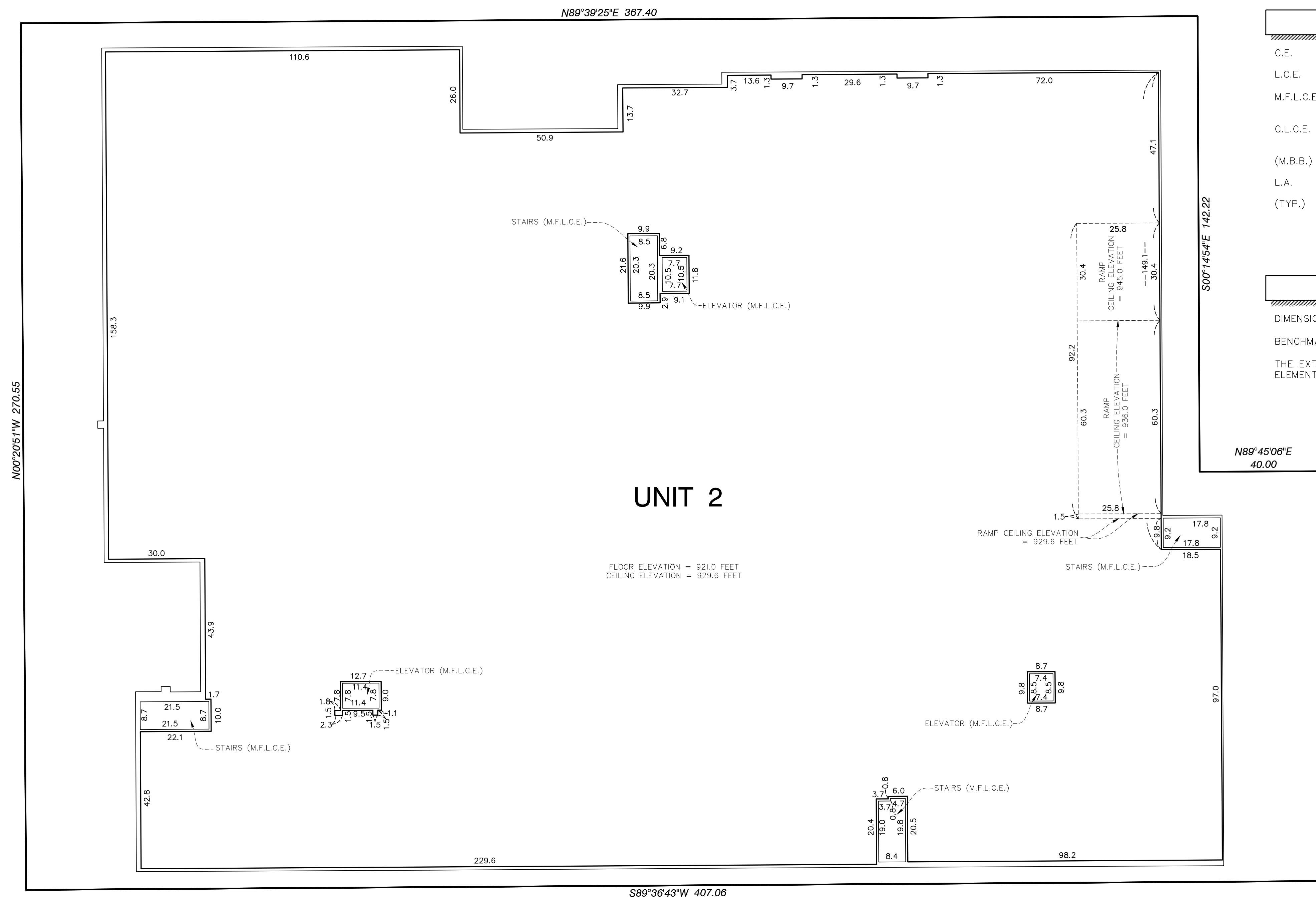
CITY OF COLUMBIA HEIGHTS
COUNTY OF ANOKA
SEC. 36, T. 30N, R. 24W

SITE PLAN



COMMON INTEREST COMMUNITY NUMBER _____
A CONDOMINIUM
THE HEIGHTS

UNIT DETAIL



LEGEND

C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
M.F.L.C.E.	MULTIFAMILY LIMITED COMMON ELEMENTS FOR UNIT 2
C.L.C.E.	COMMERCIAL LIMITED COMMON ELEMENTS FOR UNIT 1
(M.B.B.)	MUST BE BUILT
L.A.	LANDSCAPE AREA
(TYP.)	TYPICAL

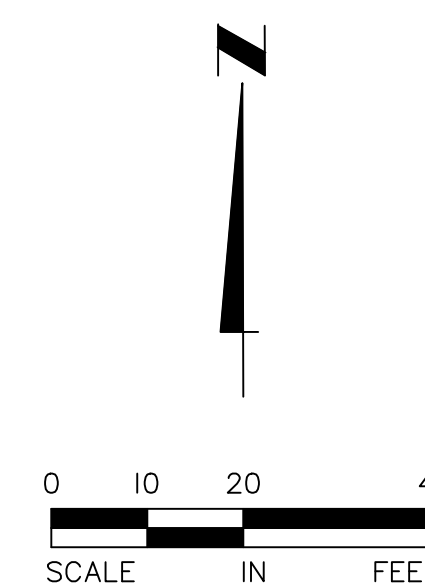
NOTES

DIMENSIONS ARE TO THE NEAREST ONE-TENTH OF A FOOT.

BENCHMARK AS NOTED ON SHEET 2 OF 8 SHEETS.

THE EXTERIOR FACADES EXTENDING FROM EACH UNIT ARE LIMITED COMMON ELEMENTS.

GARAGE LEVEL

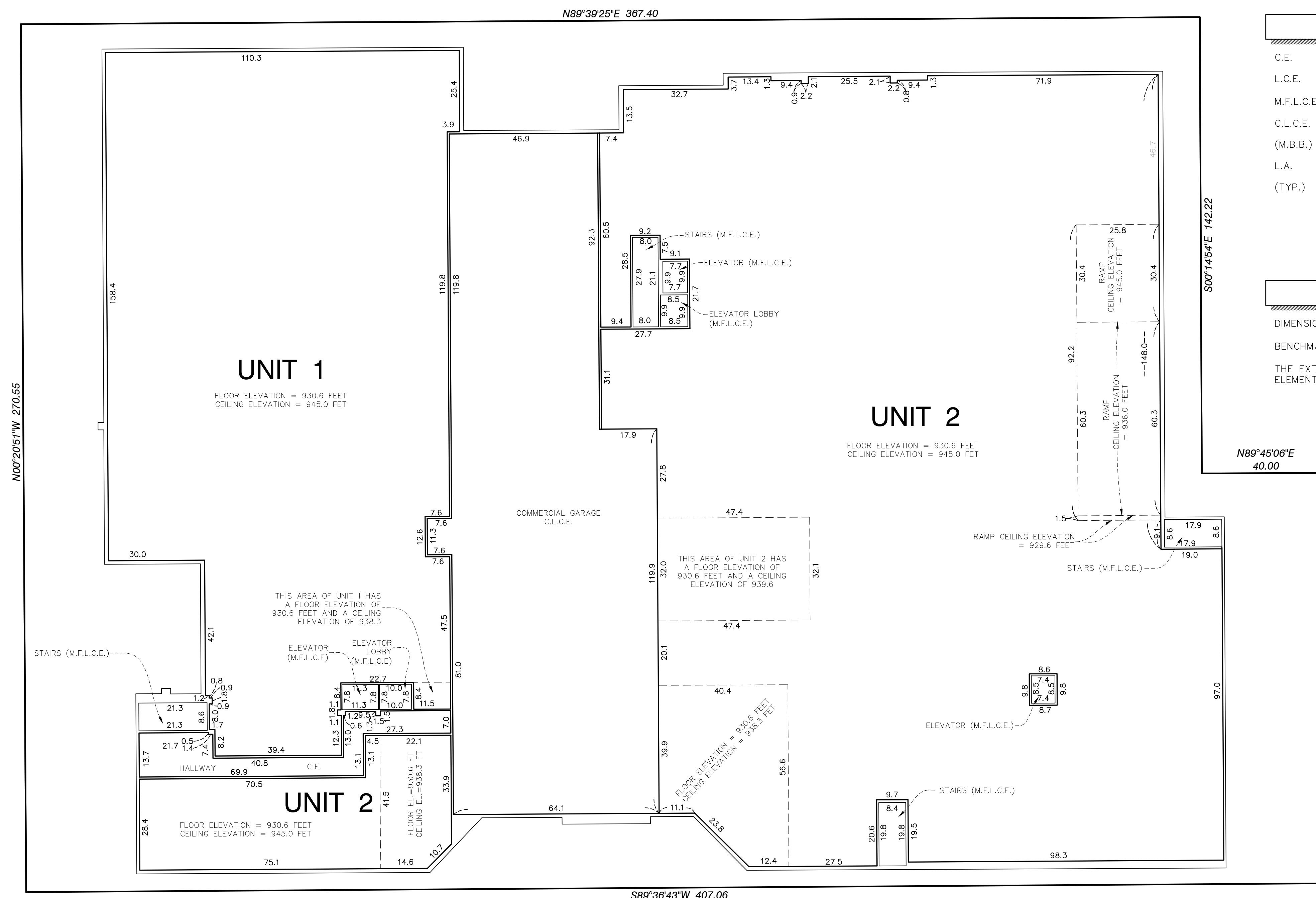


1 INCH = 20 FEET



COMMON INTEREST COMMUNITY NUMBER _____
A CONDOMINIUM
THE HEIGHTS

UNIT DETAIL



LEGEND

C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
M.F.L.C.E.	MULTIFAMILY LIMITED COMMON ELEMENTS FOR UNIT 2
C.L.C.E.	COMMERCIAL LIMITED COMMON ELEMENTS FOR UNIT 1
(M.B.B.)	MUST BE BUILT
L.A.	LANDSCAPE AREA
(TYP.)	TYPICAL

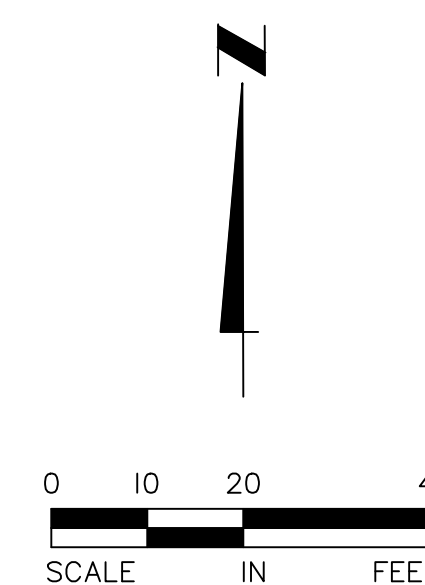
NOTES

DIMENSIONS ARE TO THE NEAREST ONE-TENTH OF A FOOT.

BENCHMARK AS NOTED ON SHEET 2 OF 8 SHEETS.

THE EXTERIOR FACADES EXTENDING FROM EACH UNIT ARE LIMITED COMMON ELEMENTS.

LOWER LEVEL



1 INCH = 20 FEET



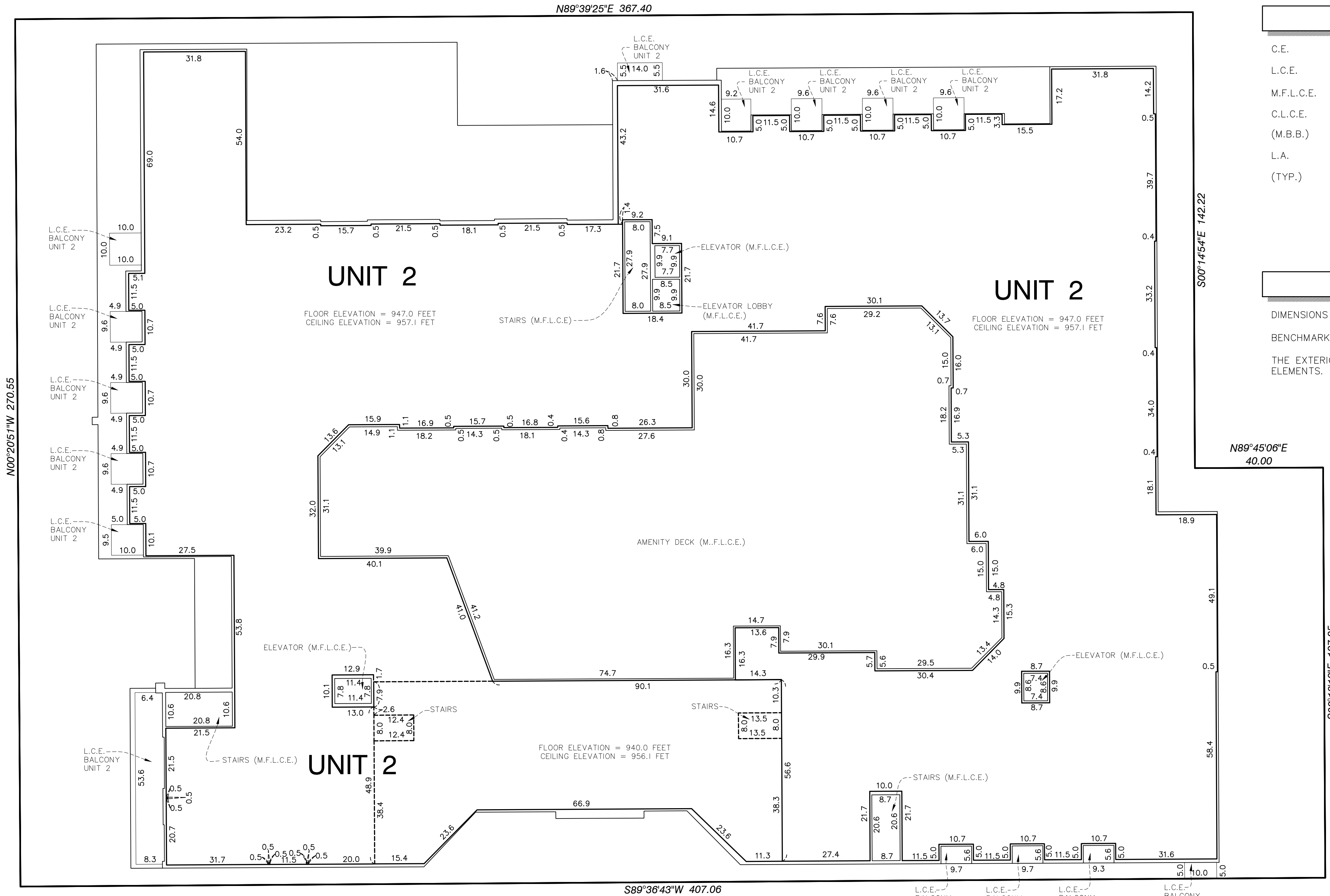
COMMON INTEREST COMMUNITY NUMBER _____

A CONDOMINIUM

THE HEIGHTS

CITY OF COLUMBIA HEIGHTS
COUNTY OF ANOKA
SEC. 36, T. 30N, R. 24W

UNIT DETAIL



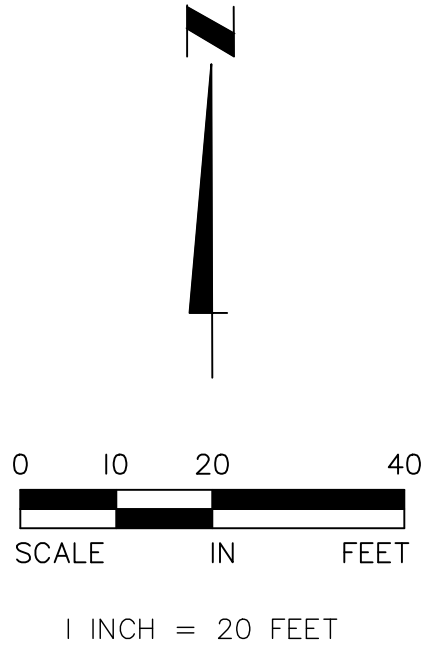
FIRST THRU SECOND LEVELS

LEGEND

- | | |
|------------|--|
| C.E. | COMMON ELEMENT |
| L.C.E. | LIMITED COMMON ELEMENT |
| M.F.L.C.E. | MULTIFAMILY LIMITED COMMON ELEMENTS FOR UNIT 2 |
| C.L.C.E. | COMMERCIAL LIMITED COMMON ELEMENTS FOR UNIT 1 |
| (M.B.B.) | MUST BE BUILT |
| L.A. | LANDSCAPE AREA |
| (TYP.) | TYPICAL |

NOTES

- DIMENSIONS ARE TO THE NEAREST ONE-TENTH OF A FOOT.
- BENCHMARK AS NOTED ON SHEET 2 OF 8 SHEETS.
- THE EXTERIOR FACADES EXTENDING FROM EACH UNIT ARE LIMITED COMMON ELEMENTS.



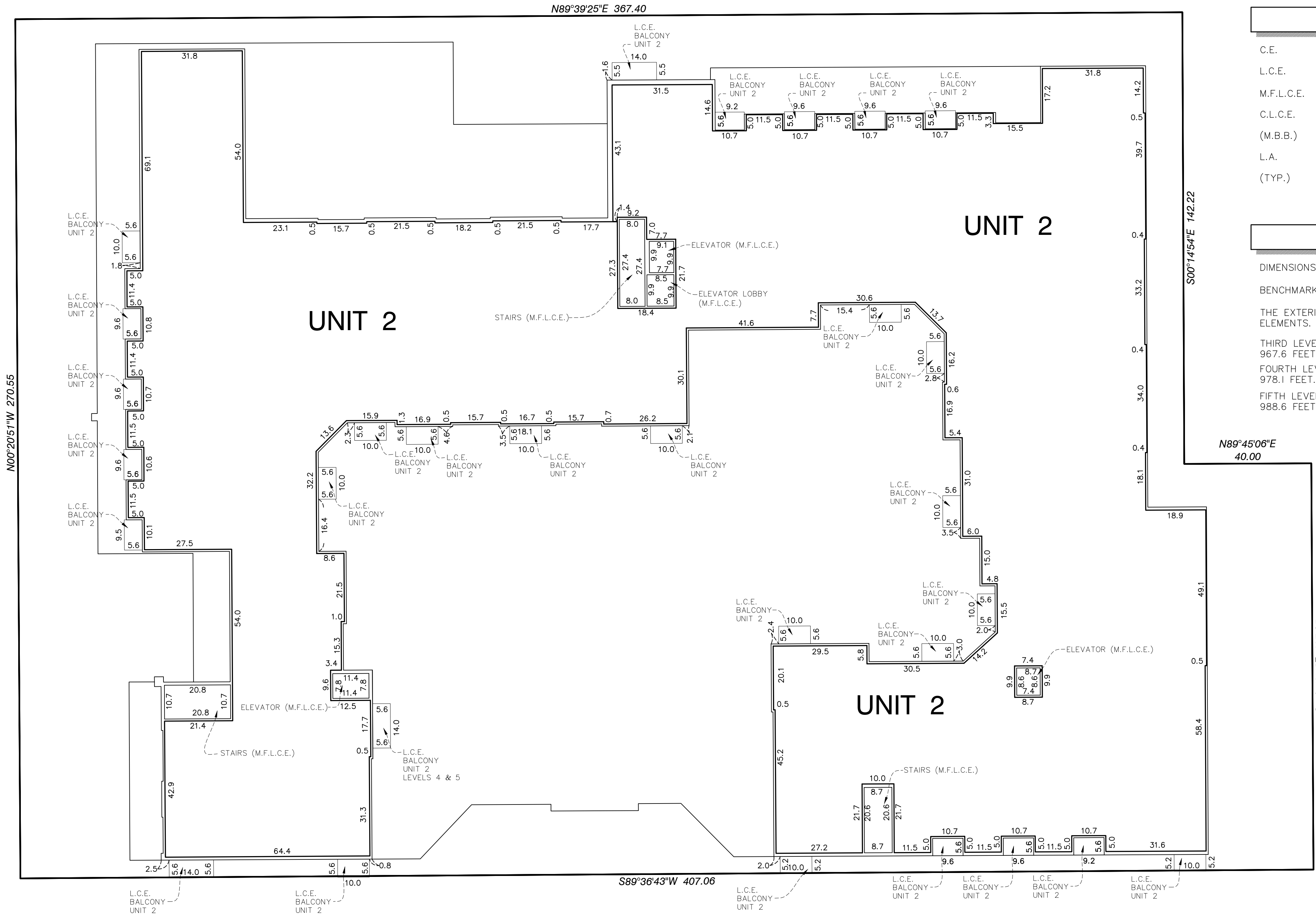
COMMON INTEREST COMMUNITY NUMBER _____

A CONDOMINIUM

THE HEIGHTS

CITY OF COLUMBIA HEIGHTS
COUNTY OF ANOKA
SEC. 36, T. 30N, R. 24W

UNIT DETAIL



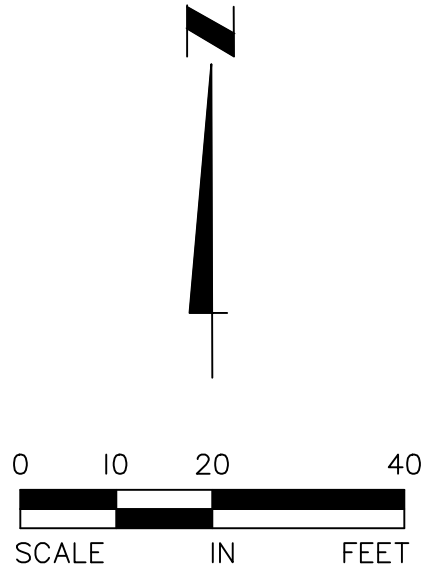
LEGEND

C.E.	COMMON ELEMENT
L.C.E.	LIMITED COMMON ELEMENT
M.F.L.C.E.	MULTIFAMILY LIMITED COMMON ELEMENTS FOR UNIT 2
C.L.C.E.	COMMERCIAL LIMITED COMMON ELEMENTS FOR UNIT 1
(M.B.B.)	MUST BE BUILT
L.A.	LANDSCAPE AREA
(TYP.)	TYPICAL

NOTES

- DIMENSIONS ARE TO THE NEAREST ONE-TENTH OF A FOOT.
- BENCHMARK AS NOTED ON SHEET 2 OF 8 SHEETS.
- THE EXTERIOR FACADES EXTENDING FROM EACH UNIT ARE LIMITED COMMON ELEMENTS.
- THIRD LEVEL FLOOR ELEVATION IS 958.5 FEET AND CEILING ELEVATION IS 967.6 FEET.
- FOURTH LEVEL FLOOR ELEVATION IS 969.0 FEET AND CEILING ELEVATION IS 978.1 FEET.
- FIFTH LEVEL FLOOR ELEVATION IS 979.5 FEET AND CEILING ELEVATION IS 988.6 FEET.

THIRD THRU FIFTH LEVELS



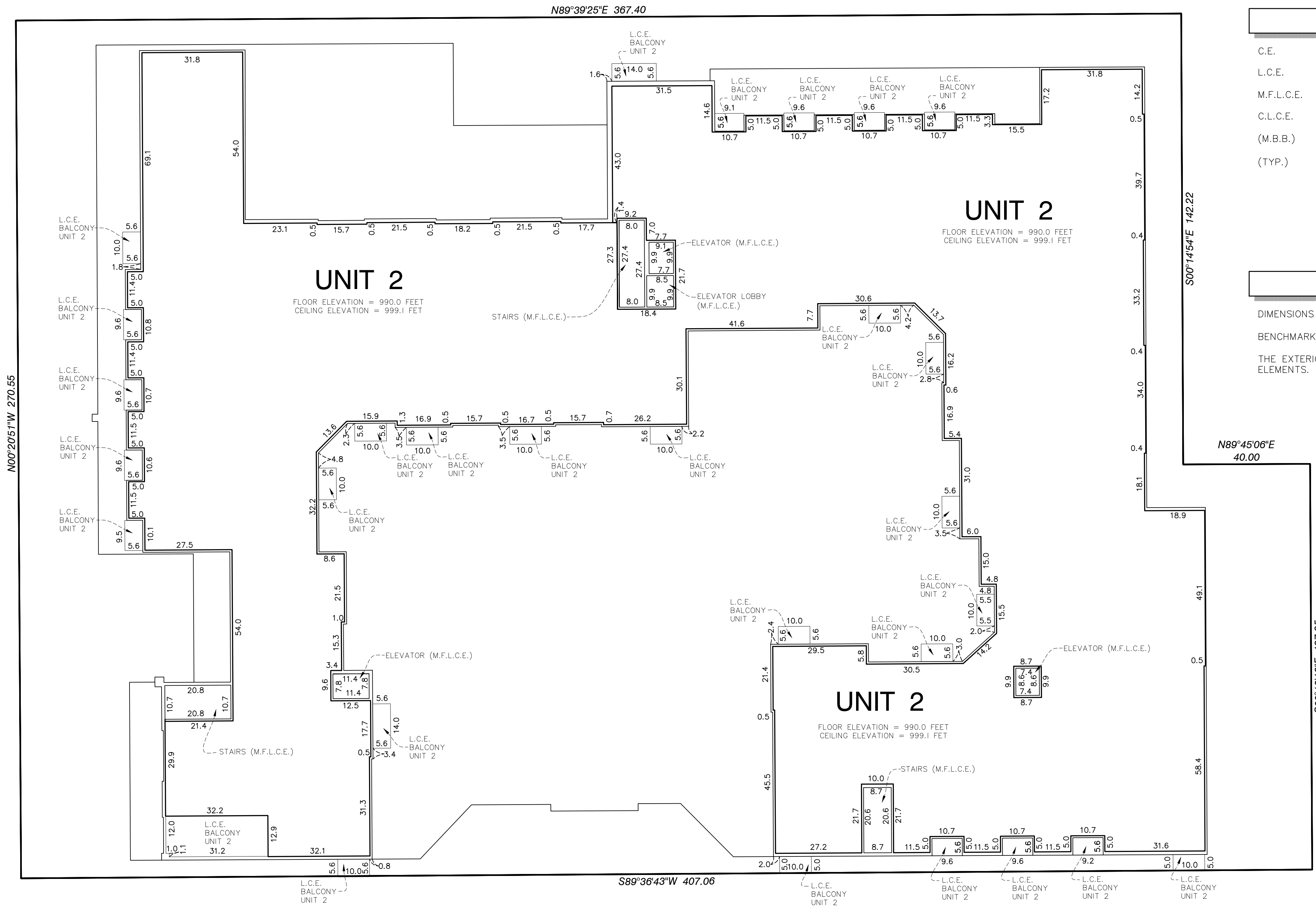
COMMON INTEREST COMMUNITY NUMBER _____

A CONDOMINIUM

THE HEIGHTS

CITY OF COLUMBIA HEIGHTS
COUNTY OF ANOKA
SEC. 36, T. 30N, R. 24W

UNIT DETAIL



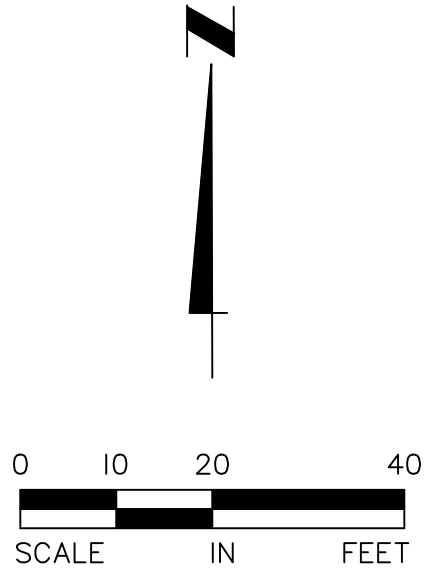
LEGEND

- C.E. COMMON ELEMENT
- L.C.E. LIMITED COMMON ELEMENT
- M.F.L.C.E. MULTIFAMILY LIMITED COMMON ELEMENTS FOR UNIT 2 THAT
- C.L.C.E. COMMERCIAL LIMITED COMMON ELEMENTS FOR UNIT 1 THAT
- (M.B.B.) MUST BE BUILT
- (TYP.) TYPICAL

NOTES

- DIMENSIONS ARE TO THE NEAREST ONE-TENTH OF A FOOT.
- BENCHMARK AS NOTED ON SHEET 2 OF 8 SHEETS.
- THE EXTERIOR FACADES EXTENDING FROM EACH UNIT ARE LIMITED COMMON ELEMENTS.

SIXTH LEVEL



AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	AUGUST 22, 2022

ITEM:	Approval of Resolution 2022-77, a resolution approving the Bylaws, The Heights, CIC #342, Anoka County, Minnesota which establishes the operations of the Board of Directors of the Heights Owners Association.										
DEPARTMENT: Administration		BY/DATE: Kelli Bourgeois / August 18, 2022									
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table border="0"> <tr> <td><input type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input checked="" type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>				<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel										
<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods										
<input type="checkbox"/> Equity and Affordability	<input checked="" type="checkbox"/> Strong Infrastructure/Public Services										
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population										

BACKGROUND:

As stated with the previous Declaration agenda item, we are nearing the final steps to close on the new city hall condominium space and we have two final documents needing Council approval before closing can occur. The last is the Condominium Bylaws. This document establishes the operations and governance of the Board of Directors for the Owners Association.

This document has been complete for a period of time but is the last piece to the process and therefore is the last for us to bring to you for approval. There should be no additional edits to this document however we did retain the same condition language as was in the Declaration to allow for grammatical modifications provided they do not alter the substance of the transaction and they are approved by the Mayor and the City Manager. Staff recommends approval of the Bylaws as presented.

RECOMMENDED MOTION(S):
<p>MOTION: Move to waive the reading of Resolution 2022-77, there being ample copies available to the public.</p> <p>MOTION: Move to approve Resolution 2022-77, a resolution approving the Bylaws, as pertaining to The Heights, CIC #342, Anoka County, Minnesota which establishes the operations of the Board of Directors of the Heights Owners Association.</p>

ATTACHMENT(S):

Resolution 2022-77

Draft Bylaws, The Heights Owners Association

REVISED**CITY OF COLUMBIA HEIGHTS, MINNESOTA****RESOLUTION NO. 2022-77**

RESOLUTION APPROVING THE BYLAWS, AS PERTAINING TO THE HEIGHTS, CIC #342, ANOKA COUNTY, MINNESOTA WHICH ESTABLISHES THE OPERATIONS OF THE MEMBERS, OFFICERS AND BOARD OF DIRECTORS OF THE HEIGHTS OWNERS ASSOCIATION AND ALSO SPECIFIES MEETING AND VOTING REQUIREMENTS.

BE IT RESOLVED by the City Council ("Council") of the City of Columbia Heights, Minnesota ("City") as follows:

Section 1. Recitals.

1.01. The City, the Economic Development Authority, and BPOZ Columbia Heights, LLC ("Developer") have previously entered into a Purchase and Redevelopment Contract (the "Contract"), which provided for the conveyance by the City and the Authority of the City/Authority Parcels located at the southeast corner of Central Avenue and 40th Avenue NE (the "Redevelopment Property") to the Developer, and the construction of improvements by the Developer of a multi-use facility comprising commercial space, a city hall, and multi-family housing (the "Minimum Improvements").

1.02. A Transfer Agreement between the City and Developer (the "Transfer Agreement") was entered into on October 27, 2020, in which each party agreed that upon completion of the Commercial Unit (the "City Hall Component") in a Grey Shell Condition as described therein, the Developer shall convey this Commercial Unit to the City for no additional consideration.

1.03. The City and Developer have negotiated a Declaration/CIC PLAT to address items including, but not limited to, allocation of common element ownership percentages, common expense liability and voting rights, ownership rights and responsibilities, easements, covenants, restrictions and conditions of the parties.

1.04. The Transfer Agreement and Declaration/CIC Plat provide for the establishment of the Heights Owners Association as a nonprofit corporation organized under Chapter 317A of Minnesota Statutes, as amended, via Articles of Incorporation on file with the Minnesota Secretary of State.

1.05. Corporate bylaws are required to be established to govern operations and governance of the Association.

Section 2. Declaration Bylaws.

2.01 The Bylaws as presented to the Council are hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Manager, provided that execution of the Bylaws by such officials shall be conclusive evidence of approval.

2.02. The Mayor and City Manager are hereby authorized to execute on behalf of the City any documents referenced therein or related to the formation and operation of the common interest community and Association formed to operate the common interest community requiring execution by the City, and to carry out, on behalf of the City, its obligations thereunder.

2.03. City staff and consultants are authorized to take any action necessary to carry out the intent of this resolution.

Adopted by the City Council of the City of Columbia Heights this 22nd day of August, 2022.

Offered by:

Seconded by:

Roll Call:

Amáda Márquez Simula, Mayor

ATTEST:

Sara Ion, City Clerk/Council Secretary

**BYLAWS
OF
THE HEIGHTS OWNERS ASSOCIATION**

**ARTICLE 1.
Name and Location**

The name of this nonprofit corporation is **THE HEIGHTS OWNERS ASSOCIATION**, a Minnesota nonprofit corporation, hereinafter referred to as the Association. The principal office of the corporation shall be located at:

The Heights Owners Association
80 South 8th Street
Suite 4155
Minneapolis, MN 55402

**ARTICLE 2.
Definitions**

The terms and phrases used in these Bylaws shall have the meanings set forth in the Declaration of The Heights, (a Condominium), Common Interest Community No. 342 (the “**Declaration**”) as filed for record in the Office of the Anoka County Recorder.

**ARTICLE 3.
Meetings of Members**

3.1. Annual Meetings. The first annual meeting of the Members shall be held within sixty (60) days after conveyance of the first Unit to an Owner not an affiliate of Declarant at a time and place to be determined by the Board. Subsequent annual meetings shall be held yearly at such time and place as is specified by the Board. An annual meeting of Members shall be held to transact any business authorized to be transacted by the Members including, when appropriate, to appoint the Board in accordance with **Section 4.2**. A report shall be made to the Members on the activities and financial condition of the Association at each annual meeting.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the president, the vice president, or by a director.

3.3. Notice of Annual and Special Meetings. Notice of all meetings of the Members, stating the time and place and the purpose for which the meeting is called shall be given by the secretary of the Association. The secretary shall, at least twenty-one (21) days but no more than thirty (30) days in advance of any annual meeting or regularly scheduled meeting, and at least seven (7) days but no more than thirty (30) days in advance of any special meeting, send to each Member a notice containing the time, place and complete agenda of the meeting. The notice shall be sent by United States mail, postage-prepaid, or hand delivered to all Members of record at the

address of their respective Units, or to other addresses as may have been designated to the secretary. Notices may also be sent by email to any Member that has consented in writing to receive notices by email. Notice of a meeting may be waived by any Member before, during or after a meeting, whether given in writing, orally or by attendance at the meeting.

3.4. Quorum. The presence of at least two (2) Owners, one representing the Commercial Unit (or, if subdivided, at least one of the Units into which the Commercial Unit has been subdivided) and one representing the Multifamily Unit (or, if subdivided, at least one of the Units into which the Multifamily Unit has been subdivided), but in any event, Owners holding more than ninety-five percent (95%) of the votes in the Association, in person or by proxy, shall constitute a quorum for the transaction of business at any annual or special meeting. No Member may purposefully and intentionally avoid attendance at properly called meetings with a primary purpose to delay or prevent establishment of a quorum and such action shall constitute a willful failure to comply with the Governing Documents and the Act. When such quorum is not present or represented by proxy, the meeting shall be adjourned until no longer than ten (10) days later. No notice, other than the announcement of the second meeting at the time the first meeting is adjourned, shall be necessary, but a courtesy notice stating the date, time and location of the adjourned meeting shall be sent to each Member promptly after the adjournment of a meeting of the Members. The inadvertent failure to send a courtesy notice shall not invalidate any action of the Members taking at the meeting. If a quorum fails a second time to be formed for an annual or special meeting, the meeting shall again be adjourned until no longer than ten (10) days later, and this process may continue until a quorum is achieved. However, if a meeting must be adjourned a second time due to the willful failure of a Member to attend, then the quorum requirement for the meeting again rescheduled shall be reduced to a Members holding more than twenty percent (20%) of the votes in the Association. When a quorum is present at an annual or special meeting, but certain Members have withdrawn from the meeting so that less than a quorum remains, the then remaining Members may continue to transact business.

3.5. Proxies. At all meetings of the Members, each voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Association, or its manager as an agent for the Association, before any meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the annual or special meeting for which such proxy was given. Every notice of an annual or special meeting shall set forth procedures for the appointment of proxies.

3.6. Voting.

3.6.1. Votes shall be allocated to each Unit as provided in the Declaration, however, no vote shall be exercised as to a Unit while the Unit is owned by the Association. Where the record Owner is a legal entity or comprised of more than one Person, such Owner or Owners shall, within thirty (30) days after ownership is acquired, designate in writing to the Board, the name and address of one natural person entitled to vote on behalf of said Owner or Owners, and to receive notices on behalf of the Owner or Owners of the Unit. If the Owners of a Unit fail to agree and notify the Association as to who shall cast the vote, the vote shall not be cast. Such designation shall remain in effect until a written change, signed by each and every Person comprising the record Owner, is delivered to the Board.

3.6.2. An Owner's right to vote, or affect quorum requirements, cannot be restricted by reason of nonpayment of assessments, or a purported violation of any provision of the documents governing the Condominium.

3.6.3. The entire vote on any single issue may be by electronic means or by mailed ballots in accordance with Section 515B.3-110 of the Act if so stated in the notice required by **Section 3.3** above. Such a vote shall have the same force and effect of a vote taken at a regular or special meeting, provided that the votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (ii) the approval votes equals or exceeds the votes that would be required to approve the matter at a meeting at which the total votes cast was the same as the votes cast by ballot.

3.6.4. There shall be no cumulative voting.

3.6.5. In accordance with Minnesota Statutes Section 317A.457, two or more members may provide for how they will vote on matters affecting Board composition and voting power by signing an agreement for that purpose.

3.7. Telephone Conference Meetings. A meeting among Members, or among the members of any committee designated by the Board, by any means of communications through which the participants may simultaneously hear each other, constitutes a meeting of the Members, or the committee, provided the same notice is given of such a conference as would be required for a meeting, and provided the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

ARTICLE 4.

Board of Directors-Selection-Term of Office

4.1. Initial Board. The affairs of the Association shall be governed by a Board consisting of three (3) Directors. The initial Board shall consist of the directors named in the Articles who shall serve until the first organizational meeting of the Members, which special meeting shall be called by Declarant and occur no later than sixty (60) days after conveyance by the Declarant of the first Unit to an Owner not an affiliate of Declarant. At this first meeting, the initial Board shall resign, and the Members shall appoint the directors to serve on the next Board as set forth in **Section 4.2** below.

4.2. Number; Appointments. Each successive Board following the resignation of the initial Board shall be determined, and shall consist of three (3) natural persons: (i) one (1) appointed solely by the Commercial Owner, upon the expiration of the term of the preceding director appointed by the Commercial Owner; and (ii) two (2) appointed by the Multifamily Owner, upon expiration of the term of the preceding director appointed by the Multifamily Owner; provided, however, if a director appointed by one or more of the Members ceases to qualify under **Section 4.3** below during the term of his or her office, the term of that director shall terminate and a new director shall be appointed in his or her place by the same Member that appointed the director being replaced, to fulfill the uncompleted term.

In the event a Unit is subdivided into two (2) or more Units, the Units into which the original Unit was subdivided (the “**Resulting Units**”) shall appoint as a class the director or directors that the Owner of the original Unit had been entitled to appoint. The appointment shall be determined by majority vote of the Owners of each Resulting Unit, with the weight of each such vote being based on the relative gross square footage of each of the Resulting Units in the class to the total gross square footage of all of the Resulting Units in that class. By way of example, if the Commercial Unit were subdivided into three (3) Units of equal size, those three (3) Resulting Units would collectively have the right to appoint a single director to the Board, to be determined by majority vote, the weight of each such vote being equal among them.

4.3. Qualifications. Each director shall be a natural person and shall be either (i) an Owner in his or her individual capacity, (ii) a designated agent of any legal entity that owns a Unit, or (iii) a trustee of any trust that owns a Unit. All directors must be in good financial and legal standing with the Association.

4.4. Meetings. Upon the appointment of new directors, any then serving directors and officers shall resign unless re-appointed. Immediately after such meeting, the directors so appointed shall conduct their organizational meeting at which new officers shall be selected. No notice shall be necessary to the newly appointed directors in order legally to constitute such meeting - provided all of the directors are present.

4.5. Term of Office. Subject to **Section 4.6**, the terms of office of the directors shall be three (3) years; provided that a director shall continue in office until the appointment of his or her successor by the Member entitled to appoint that successor. A director appointed to fill an uncompleted term shall serve until the natural termination of that term.

4.6. Removal; Vacancy. A director may be removed, with or without cause, by the Member(s) that appointed such director, if a successor is immediately appointed to fill the vacancy. A vacancy left by a director shall be filled by an appointment by the Member that originally appointed such director. However, if such Unit is owned by the Association, a majority of the remaining directors shall vote to fill the vacancy even though the remaining directors may constitute less than a quorum. A director or appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Bylaws.

4.7. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his or her duties.

ARTICLE 5.

Meetings of Directors

5.1. Regular Meetings. Regular meetings of the Board shall be held at such place and hour as may be fixed from time to time by the notice of such meeting of the Board, but at least biannually.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association or by a director, in each case after not less than five (5) days' notice to the other directors. Notice may be waived by any director.

5.3. Notice. To the extent practicable, the Board shall give reasonable notice to Members of the date, time and place of a Board meeting. A director may waive his or her right to notice of a meeting as provided by law. If the date, time and place of meeting is announced at a previous Board meeting, is posted in a location accessible to Members and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice to Members is not required. Discussions at Board meetings shall be among the directors only, but shall be open to Members for observation. Notwithstanding the foregoing, Board meetings may be closed to discuss the following:

5.3.1. personnel matters;

5.3.2. pending or potential litigation, arbitration or other potentially adversarial proceedings between Members, between the Board or Association and Members, or other matters in which any Member may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of an Owner or Occupant of a Unit; and

5.3.3. criminal activity arising within the Condominium if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

5.4. Quorum. A quorum for the transaction of business at any meeting of directors shall exist when all Directors are present. No director may purposefully and intentionally avoid attendance at properly called board meetings with a primary purpose to delay or prevent establishment of a quorum and such action shall constitute a willful failure to comply with the Governing Documents and the Act. In the absence of a quorum, if at least two (2) directors are present they may adjourn the meeting until no longer than ten (10) days later and a courtesy notice stating the date, time and location of the adjourned meeting shall be sent to each director promptly after the adjournment. However, if a meeting must be adjourned a second time to a later date within ten (10) days after the adjournment due to the willful failure of a director to attend, then the quorum requirement for the meeting again rescheduled shall be reduced to a majority of the directors. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

5.5. Presiding Officer. The presiding officer of the meeting shall be the president.

5.6. Meetings by Conference. A meeting among directors, or among members of any committee designated by the Board, by any means of communication through which the participants may simultaneously hear each other during the meeting, constitutes a meeting of the Board, or the committee, provided the same notice is given of the conference as would be required for a meeting, and provided the number of persons participating in the conference are sufficient to

constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

ARTICLE 6.
Powers and Duties of the Board of Directors

6.1. Powers. The powers of the Association are generally exercised by the Board, including those existing under common law, statutes, the Articles of Incorporation, and those powers designated to the Board by the Declaration and the Rules.

6.2. Duties. It shall be the duty of the Board to:

6.2.1. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting of the Members when such statement is requested in writing by a Member;

6.2.2. Make and file all elections and documents required in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Members;

6.2.3. Supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

6.2.4. Prepare and distribute to the Members at or before the annual meeting an Annual Report, which shall contain, at a minimum, the following:

- (i) a statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is greater, which capital expenditure is approved by the Association for the current fiscal year or succeeding two (2) fiscal years;
- (ii) a statement of the Association's total reserves, if any, the components of the Condominium for which such reserves are set aside, and the amounts of any such reserves that the Board has allocated for the replacement of each of those components;
- (iii) a statement of revenues and expenses for the Association's last fiscal year and a balance sheet as of the end of said fiscal year;
- (iv) a statement of the status of any pending litigation or judgments to which the Association is a party;
- (v) a detailed description of the insurance coverage provided by the Association including a statement as to which of the items referred to in Minn. Stat. § 515B.3-113(b) are insured by the association; and

(vi) a statement of the total past due assessments on all Units, which statement shall be current as of not more than sixty (60) days prior to the annual meeting.

6.2.5. The Board shall have the power to:

(i) adopt and amend budgets for revenues, expenditures and reserves;

(ii) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period, and levy the assessment, in accordance with the Declaration;

(iii) send written notice of each assessment to each Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(iv) subject to **Section 6.3** of the Declaration, levy special assessments against the Units;

(v) collect and enforce each annual and special assessment, including imposition of fines and charges, foreclosure of the lien against the property for which assessments are not paid within thirty (30) days after the due date, or pursuing an action at law against the Owner personally obligated to pay the same.

(vi) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(vii) procure and maintain adequate liability and hazard insurance on the Property as set forth in the Declaration;

(viii) establish and implement a preventative maintenance plan, maintenance schedule and maintenance budget for the maintenance, repair and replacement of the Common Elements;

(ix) make contracts and incur liabilities consistent with the approved budget;

(x) regulate the use, maintenance, repair and replacement of all Common Elements, and portions of Units and Limited Common Elements as designated or allowed by the terms of the Declaration;

(xi) grant the following: (i) public utility easements, cable and other electronic communications easements and public or private access easements through, over or under the Common Elements, (ii) licenses to Unit Owners for the use of distinct portions of the Common Elements to the extent expressly authorized by the Declaration, if any; and (iii) subject to approval by a vote of the Unit Owners

other than Declarant or its affiliates (as defined by the Act), other public or private easements, leases and licenses through, over or under the Common Elements; provided that, in each case, such easements, leases or licenses do not unreasonably interfere with pedestrian or utility access to a Unit;

(xii) provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance as provided in the Governing Documents;

(xiii) adopt, amend and revoke Rules, not inconsistent with the Governing Documents, facilitating and/or regulating the operation of the Property, subject to the requirements of **Section 1.36** of the Declaration;

(xiv) enforce the Governing Documents and the Rules; and

(xv) exercise any other powers conferred by the Governing Documents, or which are necessary and proper for the governance of the Association.

6.3. **Reserve Fund.** The Board in its discretion, may, but need not, levy, as part of the annual assessment or as a special assessment, in accordance with the Act and subject to **Section 6.9** of the Declaration, such sums of money as it shall determine necessary, together with past and future contributions to replacement reserve funds, to provide when needed for the payment of maintenance and replacement of all Common Elements and such other areas or facilities, if any, that the Association is contractually obligated to maintain, repair or replace. Such monies shall be credited to an appropriate account on the books of the Association with the designation "Reserve Funds".

ARTICLE 7. Officers

7.1. **Enumeration of Officers.** The officers of this Association shall be a president, a vice president, a secretary, and a treasurer, who are members of the Board. Any person may hold two or more offices, except that the offices of president and vice president and the offices of president and treasurer shall be held by different persons. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

7.2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

7.3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

7.4. **Resignation and Removal.** Any officer may be removed from office with cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president

or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.5. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

7.6. Duties. The duties of the officers are as follows:

7.6.1. President. The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the duty to preside at all meetings of directors and Members, and the general supervision over other officers and the affairs of the Association. The president shall execute all contracts, agreements and obligations of the Association except as such authority may be otherwise delegated by resolution of the Board.

7.6.2. Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. The vice president also shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.6.3. Secretary. The secretary shall keep the minutes of all proceedings of the directors and the Members and attend to the giving and serving of all notices to the Members and directors and other notices required by law. The secretary shall keep the records of the Association, and shall perform all other duties incident to the office of a secretary of a corporation and as may be required by the directors or the president.

7.6.4. Treasurer. The treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness, and shall give bond in such sum and with such sureties as the directors may require; and shall keep the assessment rolls and accounts of the Members, shall keep the books of the Association in accordance with good accounting practices and shall submit them together with all vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require. The treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board, shall disburse the funds of the Association as ordered by the Board, and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Board may designate some or all of the foregoing functions to be entrusted to said agent or manager, subject to bonding and subject to oversight and control by the treasurer.

ARTICLE 8.

Fiscal Management

8.1. Property Held for Members' Benefit. All funds and the titles of all properties acquired by the Association, and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Members for the purposes stated in the Declaration and herein.

8.2. Depository. The depository of the Association shall be such financial institutions as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by instruments signed by such persons as are authorized by the directors and all three (3) directors shall be required to withdraw, pay or otherwise disburse funds in excess of fifty thousand dollars (\$50,000.00) if such withdrawal is not contemplated by the annual budget.

ARTICLE 9.

Assessments

Unless otherwise specified, the term “**Assessments**” includes annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the Owner of the Unit. All Assessments shall be levied and collected in accordance with the Declaration.

ARTICLE 10.

Maintenance and Alterations by the Member

Members shall perform their responsibilities in such manner as not unreasonably to disturb other Members; shall not unreasonably impair any easement affecting the Condominium; shall comply with the Bylaws, the Declaration, and the Rules to the extent such Rules have been duly adopted in accordance with the requirements of the Declaration; and shall promptly report to the Association any defect or need for repairs to the Common Elements.

ARTICLE 11.

Limitation on Contract Duration

No contract, lease, management contract or employment contract, which is directly or indirectly made by or on behalf of the Association, shall be entered into for a period exceeding two (2) years.

ARTICLE 12.

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be available for inspection by any Member or any mortgagee, insurer or guarantor upon request to the secretary of the Association.

ARTICLE 13.
Indemnification

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statutes Section 317A.521.

ARTICLE 14.
Amendments

The Board or any Member may propose an amendment to the Bylaws. Such amendment(s) shall be submitted for adoption at a meeting of the Members. Notice of the meeting of the Members shall be given to all Members and shall state the purpose of the meeting and give details of the proposed amendment(s). The amendment shall be approved and adopted by a vote of the Owners of Units to which are allocated at least sixty-seven percent (67%) of the votes in the Association; provided, however, that any amendment that amends voting rights, the Board structure, quorum requirements or disbursement/withdrawal of funds requires unanimous Member approval and any amendment that amends a provision which expressly benefits or protects the Commercial Unit or Commercial Owner, shall require the approval of the Commercial Owner. Consent to an amendment shall not be unreasonably withheld.

ARTICLE 15.
Fiscal Year

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 16.
Notices

Unless specifically provided otherwise in the Act, the Declaration or these Bylaws, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail. Pursuant to Minnesota Statutes Section 317A.450, Subdivision 5(a)(2), notices may also be given to any Owner or Occupant by electronic mail, when directed to an electronic mail address at which the Owner or Occupant has consented to receive notice.

ARTICLE 17.
Miscellaneous

Invalidation of any one of these Bylaws by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur. In the case of any conflict between the Declaration and these Bylaws or Articles of Incorporation, the Declaration or Articles of Incorporation shall control. The captions herein are for convenience of reference only and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

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The undersigned hereby executes these Bylaws and certifies that they were duly adopted by The Heights Owners Association, a nonprofit corporation incorporated under the laws of Minnesota, effective as of the date hereof.

Dated: _____, 20__

_____, Secretary
The Heights Owners Association

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