



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, May 09, 2022
7:00 PM

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

AGENDA

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 **828 4755 9265** or by Zoom at <https://us02web.zoom.us/j/82847559265>. For questions please call the Administration Department at 763-706-3610.*

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.

CALL TO ORDER/ROLL CALL

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. Police Week Proclamation.

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 April 25, 2022 City Council Meeting Minutes.

MOTION: Move to Approve the City Council Meeting Minutes of April 25, 2022.

2. Approve May 2, 2022 City Council Work Session Meeting Minutes.

MOTION: Move to Approve the City Council Work Session Meeting Minutes of May 2, 2022.

3. Accept October 2021 Charter Commission Meeting Minutes.

MOTION: Move to accept the Charter Commission Meeting Minutes of October 21, 2021.

- 4. Accept April 6th, 2022 Library Board Minutes.**
MOTION: Move to accept the Library Board Minutes of April 6, 2022.
- 5. Purchase of Network Equipment – New City Hall.**
MOTION: Move to approve purchase of network components for the new City Hall building from PDS in the amount of \$82,890.83
- 6. Firewall Replacement.**
MOTION: Move to approve purchase of 2 FortiGate 400Es from PDS in total amount of \$28,935.18
- 7. Computer Replacement.**
MOTION: Move to approve purchase of departmental computer replacements from Baycom and Everyday Technology totaling \$72,505.00.
- 8. Purchase of Network Equipment – City Wide.**
MOTION: Move to approve purchase of City wide network components from PDS in the amount of \$59,542.90
- 9. Approve Leo A Daly Change Order for City Hall Floorplan and Design, City Project 1911.**
MOTION: Move to approve Change Order No. 1 from Leo A Daly in the amount of \$108,380 for additional work items for the new City Hall, Project 1911, to be appropriated from Fund 411.9999.43050.1911.
- 10. Approve Change Order for City Hall Snow Melt System, Project 1911.**
MOTION: Move to approve Change Order No. 1 amending the Transfer Agreement with Alatus in the amount of \$167,116 for a Snow Melt System for City Hall, Project 1911, to be funded partially through project escrow (\$12,000) and a grant obtained from the MWMO (\$131,000).
- 11. Approve Change Order No. 1 to Meyer Contracting for Central Avenue Sanitary Sewer Improvements, City Project 2204.**
MOTION: Move to approve Change Order No. 1 to Meyer Contracting, Inc. in the amount of (\$292,701.40) deduction, for a revised contract amount of \$1,819,595.29, for Central Avenue Sanitary Sewer Improvements, Project 2204.
- 12. Adopt Resolution 2022-56 Being a Resolution Accepting Bids and Awarding a Contract for the 2022 Miscellaneous Concrete Repairs and Installations, City Project 2200.**
MOTION: Move to waive the reading of Resolution 2022-56, there being ample copies available to the public.
MOTION: Move to adopt Resolution 2022-56 being a Resolution accepting bids and awarding the 2022 Miscellaneous Concrete Repairs and Installations, City Project No. 2200, to Standard Sidewalk, Inc. of Blaine, Minnesota, based upon their low, qualified, responsible bid in the amount of \$32,835.50 from Fund 415-6400; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

13. Award of Professional Services for Construction Materials Testing for Central Avenue Sewer Manhole Improvements, Project 2204.

MOTION: Move to approve the proposal for Construction Materials Testing for Central Avenue Sewer Manhole Improvements, Project 2204, with American Engineering Testing, Inc. of Saint Paul, Minnesota, based on project testing requirements for an estimated cost of \$31,732.80 appropriated from Fund 652-9999-43050-2204.

14. 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 \$1,190,951.77.

PUBLIC HEARINGS

15. Consideration of Resolution No. 2022-53 for a Conditional Use Permit and Variance for the Public Safety Site Perimeter Security Fence located at 825 41st Avenue NE.

MOTION: Move to close the public hearing and waive the reading of Resolution No. 2022-53, there being ample copies available to the public.

MOTION: Move to approve Resolution No. 2022-53, a resolution approving a Conditional Use Permit and Variance for the Public Safety site perimeter security fence to be located at 825 41st Avenue NE, subject to the conditions stated in the resolution.

ITEMS FOR CONSIDERATION

16. Approve Metropolitan Council LCDA Loan Agreement.

MOTION: Move to waive the reading of Resolution 2022-54, there being ample copies available to the public.

MOTION: Move to approve Resolution 2022-54, a resolution approving the execution and delivery of documents in connection with a Livable Communities Demonstration Account Grant from Metropolitan Council with respect to a housing project.

Ordinances and Resolutions

Bid Considerations

17. Accept Bids and Award Contracts for City Hall Buildout, Project 1911.

MOTION: Move to accept bids and award contracts, and reject bids and authorize rebidding, for the City Hall Buildout, Project 1911, to contractor(s) as listed on the attached summary, based upon their low, qualified, responsible bids, in the total amount identified in each category, with funding from Fund 411.9999.45120.1911, and furthermore, to authorize the Mayor and City Manager to enter into contracts for the same.

18. Approve Furniture Acquisition for City Hall Buildout, Project 1911.

MOTION: Move to approve the partial furniture purchase from Fluid Interiors for office and work station furniture in the amount of \$311,993.15 from Fund 411.9999.45180.1911.

New Business and Reports

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Report of the City Manager

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

Police Week: May 15-21, 2022

To recognize National Police Week 2022 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy:

WHEREAS, there are approximately 665,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Columbia Heights Police Department;

WHEREAS, since the first recorded death in 1791, over 23,000 law enforcement officers in the United States have made the ultimate sacrifice, including Curt Ramsdell of the Columbia Heights Police Department who was killed in the line of duty on July 30, 1977;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;

THEREFORE, BE IT RESOLVED that the Columbia Heights City Council formally designates May 15-21, 2022, as Police Week in the City of Columbia Heights, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Amáda Márquez Simula, Mayor



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, April 25, 2022
7:00 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 7:00 pm on Monday, April 25, 2022, in the City Council Chambers, City Hall, 590 40th Avenue NE, Columbia Heights, Minnesota. Due to the COVID-19 pandemic, this hybrid meeting was held both virtually and in-person.

CALL TO ORDER/ROLL CALL

Mayor Márquez Simula called the meeting to order at 7:00 pm.

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

Also Present: Lenny Austin, Chief of Police; Kelli Bourgeois, City Manager; Timothy Dougall, Police Officer; Kevin Hansen, Public Works Director; Jim Hoeft, City Attorney; Sara Ion, City Clerk/Council Secretary; Joe Kloiber, Finance Director; Sarah Lenz, Utility Clerk; Nora Mevissen, City Resident; Rachel James, City Resident; Jack Israelson, City Resident

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

A. Police and Finance Department New Staff Introductions

Chief Austin introduced Officer Dougall who was sworn in the week prior. He stated that Officer Dougall worked for the Minneapolis Air Reserve Station for the last four years, additionally, he previously served for the U.S. Army as an Infantryman.

Officer Dougall stated that he was happy to be there, he has fallen in love with the City in the time he has been there, and looks forward to serving the City the best that he can.

Director Kloiber introduced Utility Clerk Lenz; he stated this position is evolving with the move to the new City Hall location. He added that Lenz has prior public sector and cashiering experience.

Utility Clerk Lenz stated that she has worked the last decade in retail, she is glad to be making a step forward, and be part of a new community.

B. Arbor Day Proclamation

Mayor Márquez Simula proclaimed April 29, 2022, as “Arbor Day” and May 2022 as “Arbor Month” and read the City’s proclamation.

Director Hansen accepted the proclamation. He stated that having a fulltime Forester, one can now start to see the results of what would like to be done with the urban forestry in the City. He added that on the agenda that evening there is a grant receipt for managing urban forests. Director Hansen said that it is also important to educate the public about the benefits of trees and planting trees; the City Forester has been able to make trees available for a reduced cost to the community. He stated that to celebrate “Arbor Day” there will be a tree planting, where kindergarteners were invited to attend an educational tree planting on Friday at Ramsdell Park.

C. Public Works Week Proclamation

Mayor Márquez Simula proclaimed May 15-21, 2022, as “National Public Works Week” and read the City’s proclamation.

Director Hansen accepted the proclamation on behalf of the Public Works Department and thanked the Public Works Staff for their work. He stated that the Public Works Staff is dedicated but also they really seem to enjoy their job; “when you have those two things together, you have a good, productive department that takes their job seriously”.

Mayor Márquez Simula stated that both her and Councilmember Murzyn Jr. previously worked for the Public Works Department at the City.

D. Earth Day Proclamation

Mayor Márquez Simula proclaimed April 22, 2022, as “Earth Day” and read the City’s proclamation.

Nora Mevissen and Rachel James, City residents, accepted the proclamation. James stated that she works at First Lutheran with young people, and she constantly hears from families the question of, “what kind of earth are we going to leave for them?”. She said that last summer at Leadership Academy, they had 26 youth share their top issues, and they had an opportunity to share those with the Mayor. She added that many of the youth focused on the environment and climate; one of those students was Nora Mevissen.

Nora Mevissen stated that the environment to her means a lot because she spends time outside with her family, and they have bees in their backyard. She added it is a fun experience to watch nature thrive and grow but sadly that is also diminishing. She said she is thankful the Council is taking a stand about the issue.

E. Fair Housing Month Proclamation

Mayor Márquez Simula proclaimed April 2022 as “Fair Housing Month” and read the City’s proclamation.

Mayor Márquez Simula accepted the proclamation on behalf of the community.

F. Lomianki Presentation

Councilmember Jacobs stated that she spent two weeks in Prague and Warsaw, and her and her husband spent the day at Lomianki, Sister City. She said they received several gifts, including a bone china porcelain cup and saucer set, that she had displayed at the meeting and presented it to the City. Jacobs stated she hopes it can be displayed in the new City Hall with other items that have been received or exchanged. She added that they had a great time and were treated well. She said they spent time with refugees and Lomianki was the first community to set up a system to intake refugees; it was an emotional day, and 3,000 refugees are housed in local homes. She stated that the church is providing supplies and there are mental health services provided.

CONSENT AGENDA

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

- 1. Approve April 4, 2022 City Council Work Session Meeting Minutes**
MOTION: Move to approve the City Council Work Session Meeting minutes of April 4, 2022.
- 2. Approve April 11, 2022 Local Board of Appeals and Equalization Meeting Minutes**
MOTION: Move to approve April 11, 2022 Local Board of Appeals and Equalization Meeting Minutes.
- 3. Approve April 11, 2022 City Council Meeting Minutes**
MOTION: Move to approve the City Council Meeting minutes of April 11, 2022.
- 4. Accept February 2, 2022 Library Board Minutes**
MOTION: Move to accept the Library Board Minutes of February 2, 2022.
- 5. Accept March 2, 2022 Library Board Minutes**
MOTION: Move to accept the Library Board Minutes of March 2, 2022.
- 6. Accept March 9, 2022 Youth Commission Minutes**
MOTION: Move to accept the Youth Commission Minutes of March 9, 2022.
- 7. Second Reading of Ordinance No. 1673 Amending Chapter 8, Article 1 of the City Code**
MOTION: Move to waive the reading of Ordinance No. 1673 there being ample copies available to the public.
MOTION: Move to approve Ordinance 1673, an ordinance amending Chapter 8, Article 1 of the Columbia Heights City Code Relating to Animals, and direct staff to send a summary of the ordinance as presented, for publication in the legal newspaper.
- 8. Second Reading of Ordinance No. 1674 Amending Chapter 8, Article VII of the Columbia Heights City Code Relating to Surface Drainage Connections and Discharges**
MOTION: Move to waive the reading of Ordinance No. 1674 there being ample copies

available to the public.

MOTION: Move to approve Ordinance 1674, an ordinance amending Chapter 8, Article VII of the Columbia Heights City Code Relating to Surface Drainage Connections and Discharges, and direct staff to send a summary of the ordinance as presented, for publication in the legal newspaper.

9. Second Reading of Ordinance No. 1675 Amending Chapter 9, Article 1 of the City Code

MOTION: Move to waive the reading of Ordinance No. 1675 there being ample copies available to the public.

MOTION: Move to approve Ordinance 1675, an ordinance amending Chapter 9, Article 1 of the Columbia Heights City Code Relating to Land Use, and direct staff to send a summary of the ordinance as presented, for publication in the legal newspaper.

10. Second Reading of Ordinance No. 1676 Amending Chapter 4, Article II of the City Code

MOTION: Move to waive the reading of Ordinance No. 1676 there being ample copies available to the public.

MOTION: Move to approve Ordinance 1676, an ordinance amending Chapter 4, Article II of the Columbia Heights City Code Relating to Tree and Weed Services, and direct staff to send a summary of the ordinance as presented, for publication in the legal newspaper.

11. Second Reading of Ordinance No. 1677 Amending Chapter 4, Article III of the City Code

MOTION: Move to waive the reading of Ordinance No. 1677 there being ample copies available to the public.

MOTION: Move to approve Ordinance 1677, an ordinance amending Chapter 4, Article III of the Columbia Heights City Code Relating to Water Service, and direct staff to send a summary of the ordinance as presented, for publication in the legal newspaper.

12. Resolution 2022-52, Approving Contract for Protect Community Forests by Managing Ash for EAB Grant from the MN DNR

MOTION: Move to waive the reading of Resolution 2022-52, there being ample copies available to the public.

MOTION: Move to adopt Resolution 2022-52, approving the contract between the MN Department of Natural Resources and the City of Columbia Heights for the Protecting Community Forests by Managing Ash for EAB grant.

13. Award of Professional Services for Construction Materials Testing for 2022 Street Rehabilitation Program

MOTION: Move to approve the proposal for Construction Materials Testing for 2022 Street Rehabilitation Program with Independent Testing Technologies, based on project testing requirements for an estimated cost of \$17,005.00 appropriated from Funds 415-9999-43050-2202 (Street Rehabilitation - Zones 6 and 7) and 415-9999-43050-2206 (State Aid Street Rehabilitation – 47th Avenue).

14. Award of Professional Services for Construction Surveying and Staking for 2022 Street Rehabilitation Project

MOTION: Move to approve the proposal for Construction Surveying and Staking for 2022

Street Rehabilitation Project - Zones 6 and 7 with Bolton & Menk, Inc. for an estimated cost of \$24,610.00 appropriated from Fund 415-9999-43050-2202.

15. Accept Proposal from Bolton & Menk for Construction Services for Central Avenue Sanitary Sewer Rehabilitation

MOTION: Move to accept the proposal from Bolton & Menk in the amount of \$95,350 for construction services for the Central Avenue Sanitary Sewer Rehabilitation, City Project 2204.

16. License Agenda

MOTION: Move to approve the items as listed on the business license agenda for April 25, 2022 as presented.

17. Rental Occupancy Licenses for Approval

MOTION: Move to approve the items listed for rental housing license applications for April 25, 2022, in that they have met the requirements of the Property Maintenance Code.

18. 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 \$949,130.51.

ITEMS FOR CONSIDERATION

19. Clarification of Vote on Ordinance 1672

Attorney Hoeft stated that during the April 11, 2022, City Council Meeting, Item 5: Ordinance No. 1672 was approved by the Council. There was a motion by Councilmember Jacobs, and seconded by Councilmember Novitsky, to approve Ordinance No. 1672, being an Ordinance Amending Chapter 10, Article 3 of the Columbia Heights City Code, Regulating Targeted Picketing, and directing staff to send the ordinance, as presented, for publication in the legal newspaper. The Ordinance was voted on, All Ayes, and the Motion carried 5-0.

The Clerk prepared the Ordinance for signature and the Mayor signed the Ordinance on April 12, 2022. The Mayor contacted the Clerk the following day to state that she voted Nay on the Ordinance and would like the approved Ordinance to reflect that. While reviewing the signed Ordinance a ministerial error was found related to who seconded the motion.

To correct the Ayes and Nays recorded for this approved Ordinance, a reconsideration of this vote will need to occur.

Attorney Hoeft stated that any Councilmember that voted Aye may make a motion to reconsider the Ordinance, if it is seconded then a vote would be taken. He stated that if the motion passes, then the Council would again vote on the Ordinance; he recommended a roll call vote be taken this time for that motion.

Councilmember Buesgens asked for further clarification on the motions.

Motion by Mayor Márquez Simula, seconded by Councilmember Buesgens, to reconsider the vote on Ordinance 1672. 2 Ayes, 3 Nays, Motion Failed 2-3.

Bid Considerations

20. Accept and Award Contract for Central Avenue Sanitary Sewer Rehabilitation, City Project 2204

Director Hansen reported that in 2021, Staff prioritized infrastructure under critical roadways for rehabilitation. The sanitary sewer system along Central Avenue was identified as being in need of repair because of poor condition, age and capacity from the District 2 & 3 sewer models completed in 2021. The redevelopment of properties along Central Avenue and the future Bus Rapid Transit line planned for Central Avenue were also primary factors in choosing to rehabilitate the sanitary sewer. The rehabilitation of the sanitary sewer system will ensure its continued operation under a future Central Avenue corridor.

On January 24, 2022, the Council authorized Staff to seek bids for the Central Avenue Sanitary Sewer Rehabilitation Project. The scope of work includes the following on Central Avenue from 37th to 45th 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, and upsizing 8-inch pipe to 10-inch pipe on Gould Avenue, and street restoration from Central Avenue to Peters Place.

The construction is scheduled for late spring to start, with completion in mid-September of 2022. The work will be completed prior to the new City Hall site completion and prior to leasing/move-ins for the new apartments at the same location. The bid cost of the sewer rehab project for 2022 is much larger than our annual sewer lining/rehab plan, but the addition of Federal money through the American Rescue Plan Act (ARPA) along with a combination of other funds will allow the City to complete the project. The Engineer's Estimate for the work was \$1,550,000.

Plans and specifications were advertised for bids in the LIFE newspaper on February 11, 2022, and on QuestCDN. Three bids were received and publicly read aloud at the April 5, 2022, bid opening.

The low bid was submitted by Meyer Contracting of Shakopee, Minnesota in the amount of \$2,112,296.69. The bid was higher than the Engineer's Estimate. Funding 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 \$400,000, Sewer Operations Budget \$112,300, Infrastructure Fund \$239,000, and State GO Grant (sanitary sewer) \$61,000.

Based upon the bids received, Meyer Contracting, Inc. is the low, qualified, responsible bidder. The project consulting engineer is recommending award of the bid to Meyer Contracting, Inc.

Councilmember Buesgens asked if there is video of the sanitary sewer from a historical perspective. Director Hansen said that they can get photos and may be able to get some video that will give a good representation.

Motion by Councilmember Jacobs, seconded by Councilmember Murzyn Jr., to accept and award the contract for Central Avenue Sanitary Sewer Rehabilitation, City Project 2204, to Meyer Contracting Inc. of Maple Grove, MN based upon their low, qualified, responsible bid in the amount of \$2,112,296.69 with funds to be appropriated from Fund 652.9999.45185.2204; and to transfer \$1,300,000 of ARPA Grant Funds from the Sanitary Sewer Fund to project 651-9999-45185.2204; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same. All Ayes, Motion Carried 5-0.

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Councilmember Jacobs stated that on her trip she met with the Mayor of Prague and the Mayor of Warsaw, and also the newly appointed Ambassador to Poland; they talked about differences and different types of government. She said that while in Lomacki she presented them with a substantial gift from the Lions Club for the refuge endeavors. She stated that the weather was great, they walked a lot, and if anyone is planning on staying in Warsaw to plan to walk significantly. She later thanked the Mayor for giving “Earth Day” the proper recognition and said it has come a long way from the first one, where they had to skip school, and were therefore suspended.

Councilmember Buesgens said she met with a group of residents regarding Central Avenue who are concerned about the number of accidents between 44th Avenue and 49th Avenue. She stated that the group has decided to start a campaign, “Central Avenue, Bring Back Our Main Street”; they have a petition and public meeting scheduled for June 2, 2022, at 6:30 pm and June 4, 2022, at 1:00 pm in the Library Community Room. She attended a webinar “Watershed Protection Presentation”; MWMO interviewed the top three candidates and selected the top candidate for the Executive Director position; attended the Metro Cities Annual Meeting via Zoom; she stopped in at the University and Central Avenue clean up last Saturday. She stated there is a noticeable difference after the clean up and thanked all the volunteers.

Councilmember Murzyn Jr. said he worked with the Lions Club for the paper shredding at the clean up day event; they took in 3,500 pounds of paper.

Councilmember Novitsky stated the clean-up day event was very successful, a dumpster was filled, University Avenue had about 35 bags of trash picked up, Keys Park had four; he thanked all the volunteers. He stated he also attended Officer Dougall’s swearing in ceremony.

Mayor Márquez Simula stated she attended a Sister City meeting, where Ed Higgins, a community volunteer presented that he will be going to Poland and Ukraine to help the refugees by bringing medical supplies. She said the City's "Pride Planning Committee" did a photo and interview with Lavender Magazine last week at Sullivan Park; attended the Youth Commission meeting; attended the BiPOC Elected Officials Meeting where they heard from speakers regarding affordable housing; was interviewed for a Clean Transportation documentary by the University of Minnesota; attended a play at First Lutheran Church about the Last Supper; attended the HeightsNext Board Meeting; attended the Friends of Kordiak Park meeting, a new group of residents that want to work on the County park within the City. She stated she met with residents that have concerns on Central Avenue safety; attended the Traffic Commission meeting; attended a 30-hour training mediation course; attended the Latino Community meeting at Immaculate Conception Church; did her first police officer ride-along; had a Monarch Festival planning meeting that day; she thanked the Lions Club, HeightsNext, and the other organizations that worked the clean up event, as she was unable to attend this year.

Report of the City Manager

Manager Bourgeois said that "Arbor Day" is that Friday, where a tree planting will take place with the kindergarten students. She stated that police will have a "National Drug Take-Back Day" which is partnered with "Coffee with a Cop" on April 30, 2022, from 10:00 am – 2:00 pm at the Public Safety Building. The police are also doing a pilot program for catalytic convertor theft prevention, where you can get a free marking kit if the vehicle is on the list of makes and models; they will be available at the mentioned events or residents can stop by during office hours Monday through Friday 8:00 am – 4:30 pm. She said that Fridley is hosting a hazardous waste drop off event at the Fridley Fire Department on April 30, 2022, from 9:00 am – 1:00 pm, where residents can drop off items. She stated that Outstanding Citizens Nominations are open, for youth and general population; applications are due May 3, 2022. She said the Council is invited to the Fire Department's awards event on May 11, 2022, at 6:00 pm at the Public Safety Building.

COMMUNITY FORUM

Mayor Márquez Simula opened the community forum.

Jack Israelson, City resident, stated he wanted to address the recent spike in accidents on Central Avenue between 44th Avenue and 49th Avenue. He said there has been over five accidents in the last few months. He addressed Central Avenue as a whole, calling it a "stroad", a combination of a street and a road; they are dangerous, inefficient, expensive, and prioritize cars over people. He stated he has been learning about Google Urban Planning and has developed a bias towards walkability. He said that the downtown area where the new City hall and historical buildings are to be walkable, because of the fresh-new mixed development, but that Central Avenue currently feels dangerous. He said that even though the speed limit is 30 miles per hour, people constantly speed; where on the north part of Central Avenue it gets worst where they are less regulated intersections, entrances, and exits. He stated that he knows the City doesn't have control over the design but spoke to possible options and solutions and gave examples of other countries, stressing the importance of walkability and other modes of transportation.

Rachel James, City resident, stated she was there on behalf of HeightsNext to say thank you to the City and to the Lions Club for helping on the Central Avenue and parks clean up; there were 40 HeightsNext

volunteers, plus many other volunteers; 283 pounds of trash was collected. She mentioned that residents from outside of the City were asking about how to organize this type of event in their town.

ADJOURNMENT

Motion by Jacobs, seconded by Councilmember Novitsky, to adjourn. All Ayes, Motion Carried 5-0.

Meeting adjourned at 7:49 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



CITY COUNCIL WORK SESSION
Public Safety Bldg—Training Room, 825 41st Ave NE
Monday, May 02, 2022
7:00 PM

Mayor
Amáda 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 7:00 pm on Monday, May 2, 2022, in the Public Safety Building, Training Room, 825 41st Avenue NE, Columbia Heights, Minnesota. Due to the COVID-19 pandemic, this hybrid meeting was held both virtually and in-person.

CALL TO ORDER/ROLL CALL

Mayor Márquez Simula called the meeting to order at 7:00 pm.

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

Also Present: Lenny Austin, Chief of Police; Kelli Bourgeois, City Manager; Kevin Hansen, Director of Public Works; Sara Ion, City Clerk/Council Secretary; Ben Sandell, Communications Coordinator; Charlie Thompson, Fire Chief.

WORK SESSION ITEMS

1. Public Safety Fencing JPA.

Chief Austin led the presentation of the information to the Council. Chief Austin explained that there is a continued focus on upgrading the fencing and this is another step in that process. When exploring options for the fencing upgrades, he also gained information about the fencing consortium. There are potentially over 40 Cities that will join this program, it is a cost saving measure. This is de-escalation tool for critical incidents, and if an event occurred there would be the ability to access this portable fencing. The fencing would be able to be deployed in a much faster manner than doing this on our own. We would be leasing the fencing, and the cost of the program is five to six thousand dollars a year. The public works employees would be trained on how to deploy the fencing here and in other communities. If the fencing is deployed there would be additional costs involved.

Chief Thompson stated that this is an insurance policy and would allow us to be able to protect the Public Safety Building if needed.

Councilmember Jacobs clarified the timeline of deployment of the fence.

Chief Austin felt that it could be 24 to 48 hours at a maximum. Chief Thompson stated that it could be even less if some of the supplies are kept in Anoka County as planned.

Chief Austin and Chief Thompson are working on finalizing some of the arrangements and bringing the JPA to the Council for approval at the last Council meeting of the year.

2. Police Department and General Staffing Ideas.

Chief Austin stated that there are generally staffing concerns and at this time there are approximately twenty Cities looking to hire police officers at any given time. The challenge right now is that the schools are not having the same number of graduates and multiple agencies are going after the same candidates. He has been brainstorming ideas with the City Manager and coming up with ways to address retention issues that are an overall National issue.

The CSO program is an effective and great opportunity to get candidates into the role of Police Officer. These CSO officers coming into the Officer Training Program are more versed in the Police Department policy and procedure. These CSO officers have a higher confidence level. Chief Austin would like to look at reimbursement for the Police Officer skills program. The cost of this is about \$6,000. If a CSO looks like they are a candidate to move into the position of Officer, then we will look at the opportunity to pay off the skills program costs if they stay in the officer position for three years. It costs us approximately \$50,000 to train an officer, and reimbursing these costs is a great tool to aid in the retention of these officers. This ultimately is a retention program that allows for a return on investment.

Councilmember Buesgens had a question regarding if the employee is terminated. She would like to see the program for repayment at three years to encourage people to stay and believes that the length of time is reasonable.

Chief Austin stated that his recommendation would be that this is not repaid if employment was separated.

Councilmember Jacobs had a question regarding when the contract would be activated. Is three years enough or should it be three years or five years? What percentage of the CSO's move into the officer position?

Chief Austin stated that the overall agreement would be that they repay the cost of the skills program if they terminate their contract. He is not sure that more than three years is best, based on how the contract is structured. He believes that over half of the current officers have moved into their position from CSO. For several years there were not openings for all the CSO's in the department, and some of them have moved into Anoka County Law enforcement positions.

City Manager Bourgeois stated that we are hoping people are honoring their contract, legally it is hard to extend the program more than three years. The CSO program has really been updated into the feeder position for finding good officers. We analyze these employees as to how they would be going into the Officer program. We do provide tuition

reimbursement up to \$3,000 per year for all employees who are outside of their probation period, so this is in line with what we do for other employees.

Councilmember Murzyn, Jr asked when the money is being offered.

Chief Austin stated that the way they are looking at the program it allows for repayment when they complete their field training. This program demonstrates the commitment to the CSO and their success with the Police Department.

Mayor Márquez Simula stated that she is very happy about this program and the CSO's having the buy in is allowing for investment and getting involved in community and events.

Chief Austin also addressed the potential for a four-month sabbatical for sworn staff as a retention and recruitment option. In preliminary discussions with officers this is something that they are interested in. This is a unique opportunity for an officer to see in the hiring process. This type of sabbatical can also be viewed as a wellness opportunity, allowing the employee to be completely free of their work duties and responsibilities for an extended period, allowing that employee to recharge their batteries. This would be offered to employees every four years.

Many of the details of the program are still being reviewed and worked through as this is an idea that has not been used in many police departments here in the United States. Officers who would like to participate would notify the Police Chief as a starting point. Then, over the next three years, officers would have a total of four months' worth of pay removed from their payroll checks and placed in a type of city-held savings account to cover the four-month sabbatical. During the sabbatical, officers would not be subject to call, court, or any police department related activity, and would not lose seniority. They would be paid using the money that had been deducted the three years prior, and this would keep them eligible for city provided insurance and other benefits.

Councilmember Jacobs stated that she feels this is an excellent idea, mental health is a huge piece of officer wellbeing. She inquired if there is a consideration for this being short term disability, what the impact on fellow officers workload would be, and if an officer can look at splitting this into two month blocks.

City Manager Bourgeois stated that this is not part of a leave attached to an underlying health condition.

Chief Austin stated that when we are fully staffed this would not be an impact. This would need to be staggered and based on seniority. It is likely that a more senior officer close to retirement would not use this. He sees younger officer wanting to travel and do something out of the ordinary utilizing this. He stated that this is a huge recruitment tool, and our goal is to have something in place by January next year, so that by 2026 this would be in place for the first officer to take.

Councilmember Buesgens likes that this helps with long term retention. She would like to the City contributing to this fund as a recruitment tool. We want to use this as a marketing tool. She would be ok with increasing taxes related to funding this option for officers.

City Manager Bourgeois stated that this would need to be included in a Memo of Understanding related to the officer's employment contract. The extended period to deploy the program is related to the officers saving to cover their benefits and insurance. There would need to be additional meetings with the business agents related to the employment contracts for the officers.

Councilmember Murzyn inquired as to how does this impact the officer's retirement?

Chief Austin stated that he does not anticipate that this would not impact an officer early in their tenure. The officer is still considered an employee during their time away. There is some additional work behind the scenes that needs to happen to get this program into place.

City Manager Bourgeois stated that there is also an option to discuss what it would look like for City Staff that would like to take an employee-initiated leave. Priorities have shifted with employees, and some are looking to take an employee initiated leave. Each Department Director would look at what their department could handle for an unpaid leave for an employee. There would be a system in place to allow for insurance coverage and benefits to continue during the leave. Overall, we would like to look at this program as a one week option for this year and two years going forward. There would need to be a MOU with the Unions to cover this.

Councilmember Jacobs was curious what this looked like for an employee who already has four weeks of accrued vacation coverage.

City Manager Bourgeois stated that would be up to the department and what the department can cover. There would be a specific department where seasonally this would depend on workload.

Chief Austin saw people taking a day here and there to supplement their vacation time.

Mayor Márquez Simula likes the ability to retain good employees.

3. City Hall Floorplan, Design, and Snow Melt Overview.

Public Works Director Hansen stated that there are three items that need to be reviewed related to the City Hall buildout. Currently there are 28 bid scope segments, and there have been quotes obtained. The City Hall build out cost is currently 6.4 million. This increase from the last estimate is indicative of what we are experiencing overall related to costs.

A review of the bids show that they are very close to the initial estimates of costs. Our next steps are recognizing that we have an aggressive schedule to get into the building. Our

recommendation is to move forward with the reasonable bids. We would also move to reject some bids that wouldn't impact the construction schedule. The last thing we would want to look at is scope or material changes that would impact the bid. Overall, we really like the plans that have been established, and there are not any extravagant finished. We want to look at all our options to keep things on time and near budget.

Councilmember Buesgens stated that she does not want to change anything and wants to have a city hall that will last an extended period of time. She was concerned that there is a risk of the bids increasing.

Director Hansen stated that we would rely on Doran to see if rejecting and rebidding would be appropriate. At the upcoming City Council meeting there will be recommendations to award of some of the public bids. It will not be for all 28 of the items. We will work with Doran to continue to find additional options. We will need to have an evaluation on if ordering materials must be extended. Most materials are being sourced from North America.

Director Hansen also addressed was a change order request from Leo Daly. This has been a start and stop project, and they have reviewed additional time that has been spent resolving issues that staff has requested and for the type of build out that is occurring.

Some of the items that we have asked for extensive information about leading to this change order are: the snow melt system, the garage vestibule design, multiple renderings of the side of the building facing Central Avenue. There has also been additional review of mechanical and electrical components as well as the post tension flooring and sleeving. We also asked for Leo Daly to attend the design meetings and construction meeting with Doran. We asked for multiple furniture companies to be evaluated for furniture and fixtures. There was additional work needed for the generator as well, we wanted to be able to operate everything within the building on the generator, and where the generator is placed. All of these concerns have led to hours that have been spent, and we will want to move forward with the change order of \$108,000. These hours have occurred over three years.

Mayor Márquez Simula stated that this is a lot of money, but it is what it is.

Director Hansen also gave a review of the status of the grant eligible sidewalk and snow melt program costs. This item is also part of the change order. The developer has provided a price of \$167,116 for their portion of the work. This work will be funded partially through the project escrow and a grant from the MWMO. We will be going back to the MWO to see if we can acquire additional funds. To move forward with the project, we need to address the change order.

4. Public Engagement at City Meetings.

Councilmember Buesgens stated that she would like to remove the portion leading into the Community forum regarding "items not included on the agenda".

Councilmember Novitsky thinks that some of the issues related to the Community Forum should also be addressed in the upcoming goal setting session.

Councilmember Jacobs wanted to address the issue and feels that this lacks transparency, and she does not have objections related to the ability for people to speak freely. She wants to make sure that if we come to a consensus about this then the Mayor does not have the authority on their own to make an arbitrary change. That was her intent with the point of order that was made at the recent Council meetings. She feels that whatever change is made is what needs to be abided by. Her concern is also with personal attacks and stopping it immediately. She feels that a warning should occur right away.

Councilmember Novitsky agreed. The idea is to allow people to speak, but not be disrespectful.

Councilmember Murzyn stated that he also agrees. If people are calm and talking, he does not mind listening to them.

City Manager Bourgeois clarified the requirements for Public Hearings vs. Community Forum.

Mayor Márquez Simula would like to see additional information related to how staff is following up with concerns raised during the Community Forum. Councilmember Buesgens stated that she likes how Edina addresses these issues.

Councilmember Jacobs thought adding an agenda item related to the follow up of items related to concerns during the Community Forum might be helpful.

It was determined that the language in the Community Forum include that individuals address the Council in a respectful manner. The Community Forum will not be limited in overall length and will remain at the conclusion of the meeting.

City Manager Bourgeois asked Council to review the remote options related to meeting attendance. She would like input related to Council meetings, Work Session meetings, and Board and Commission meetings.

Councilmember Buesgens would like there to be continued online access to meetings.

Councilmember Novitsky would like to continue with online options. There is a lot of work that is completed at the meeting and wants it to be open to people in a meaningful manner. He would like to see those addressing Council using their live video.

Councilmember Jacobs stated that she would like to discontinue online options for the work sessions. She would prefer that people are coming to chambers if they have a question or comment, but should have to turn on video if attending remotely.

Mayor Márquez Simula feels that when there is in depth meetings people will learn more about the topic during the work session. She would like openness and transparency of all the meetings to continue.

The Council would like to make sure that anyone addressing Council via Zoom has their camera on.

5. Filling Vacant Board and Commission Seats.

City Manager Bourgeois stated that the Council just made Board and Commission appointments. There is a vacancy that occurred on the Library Board, directly after these recent appointments were made. Overall staff would like to know how Council wants to proceed with vacancies and if this process is dependent on when the vacancy occurs.

Councilmember Jacobs would like to go back to the last pool and because the people have already been interviewed the process should be expedited. Once we have exhausted the pool of applicants and have interviews, then we would re-open the application period.

Councilmember Murzyn stated that when it has been a short period of time, we should follow up with the applicants that were not selected to see if they are still interested. We should review the materials and then have brief interviews. He would like to have the City Clerk follow up with the interested candidate, see who still available and schedule interviews for the Council. He believes if the vacancy occurs within three months, then we should just go back to the original applicants and interview notes.

Councilmember Novitsky clarified what the time frame is for appointment / interviews and what the threshold would be to wait to appoint.

Councilmember Buesgens would like to use a six-month period to go back and look at the applicants that have been interviewed.

Councilmember Jacobs also clarified that six months would still be acceptable. She felt that the last quarter of the year would be when we would wait for the next round of applications to fill the open Board / Commission.

Mayor Márquez Simula clarified that if a vacancy occurs after October, then we would wait until the next round of applications to fill the opening on the Board or Commission. Late applications that have not been interviewed would not be included in the open position interviews. Those applications will be held until the next cycle.

City Clerk Ion clarified that she would contact the recent applicants for the Library Board to see if they are still interested in filling the open position. She will then pull together the Council notes related to their interview for review at the next work session meeting. This item will be included on the June Work Session agenda, where the council will decide on the appointment or re-opening the application process. If someone is chosen at the Work

Session meeting, then a Resolution will be passed at the June 13th meeting appointing the new member.

City Manager Bourgeois stated that she is working on tentative dates for the goal setting sessions. Currently June 30th and July 7th (looking at 1 to 5pm) or Wed 29th and July 6th are dates that will work for the facilitators.

ADJOURNMENT

Mayor Márquez Simula adjourned the meeting at 8:51 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



CHARTER COMMISSION
Public Safety Bldg—Training Room, 825 41st Ave NE
Thursday, October 21, 2021
7:00 PM

MINUTES

CALL TO ORDER

Charter Commission President Steve Smith called the meeting to order at 7:00 pm

ROLL CALL

Members present: Steve Smith, Matt Abel, Kathy Ahlers, Ramona Anderson, Ben Harris Bill Hugo, Cliff Johnson, Tom Kaiser, Carolyn Laine, Joe Schluender, Frost Simula, Gregory K. Sloat, Susan Wiseman, Nick Zeimet.

Members absent: Tyler Eubank

Also in attendance: City Manager Kelli Bourgeois, City Attorney Jim Hoeft, City Clerk/Recording Secretary Sara Ion, Councilmember Nick Novitsky, Council Liaison Kt Jacobs.

STATUS OF MEMBERSHIP

City Clerk Ion shared that this will be the last meeting Commissioner Tom Kaiser will attend as he is resigning from his position.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

Motion by Commissioner Schluender, seconded by Commissioner Simula , to approve the July 15, 2021 meeting minutes. Motion passed unanimously.

OLD BUSINESS

City Council Vacancies (Chapter 2 Section 9).

President Smith stated that he would like to begin discussion of special elections. He stated that there was a lot of discussion around this matter at the last meeting. He has done additional research and based on discussions with Anoka County Elections it was estimated the cost of a special election would be approximately \$10,000. He then followed up with the City of Ramsey. They are actually trying to change their charter back to what we currently have. The cost of their past special election was \$30,000.

Commissioner Laine stated that the information that would really be valid would be what a special election would cost here in Columbia Heights and that is not known.

President Smith asked the group to consider a vote on moving forward with the special election matter. If this is an item that the group wants to move forward with, then the group needs to decide to move forward with the specific special election issue.

Commissioner Anderson stated that she believes that there are really two issues to discuss: if there should be a special election as well as if the time the Council has to appoint a new member should be shortened. She personally does not want a special election, but she would like the time period for the Council to appoint a person to fill a vacancy to be shortened from what it is now.

Commissioner Laine confirmed that the vote to move the special election forward should occur now, and then the discussion would continue on the proper direction for the special election moving forward. She stated that she would like to know the cost of the special election in Columbia Heights, and set the circumstances for a rare special election. She is concerned specifically how a vacancy is filled when a Councilmember moves into the position of Mayor, and how a special election would be conducted. She feels that the Council appointing a member in this rare circumstance is the issue they want to address. She felt that the issue of the Mayor being able to fill an open seat was an issue, when there is a tied Council vote of 2 to 2.

President Smith stated that when there is a special election, the City is now under state statute. Once we choose a special election, everything goes to the uniform election code. He and Commissioner Johnson also clarified that the Mayor does not have the tie breaking vote, it just so happened that the Mayor's vote was the tie breaker for a three to one vote the last time there was a vacant seat. Commissioner Johnson stated that the Mayor does not have two votes.

Commissioner Ahlers sought additional clarification about the last appointment as she felt it was illegal. Attorney Hoeft clarified that there was nothing illegal that occurred and that the last Council vacancy was filled based on a three to one vote. Attorney Hoefft clarified that if a City is governed by the State Statute (not Charter) then the Mayor does have the ability to make a tie breaking vote.

Commissioner Harris stated that the tie breaking vote is a bigger issue, and should be addressed outside of the issue of the special election. This is a separate issue, and should not be tied to a special election.

Commissioner Simula believes that all of these items are part of the same issue and should be addressed at the same time.

Commissioner Sloat made a motion to vote on the special elections.

Commissioner Laine interjected that she would also like to make a motion.

President Smith stated that Commissioner Sloat was making the motion, and clarified that the motion at hand was that when there is an empty seat that needs to be filled there would then be a special election

Commissioner Anderson seconded the motion.

Commissioner Johnson asked for clarification on the motion.

Attorney Hoeft clarified what the motion needed to entail.

Commissioner Sloat clarified his motion, that this is a motion is to keep the charter the way it is, status quo with no special election.

Commissioner Anderson seconded the motion.

Commissioner Harris asked for additional clarification. He stated that if the commission voted in the affirmative, that would mean things would stay the way they currently are.

Commissioner Schluender was concerned that this was a double action motion. He wanted to make sure that it was a motion to keep everything the same.

President Smith then clarified that the motion should be “should we change to a special election from what we have now”. He asked if Commissioner Sloat would consider changing the motion.

Commissioner Sloat stated that he is against a special election and would like the motion to reflect that.

Attorney Hoeft stated that the easiest and clearest motion is to change the process from filling a council vacancy to having a special election. Making sure that the motion does not indicate anything about the current process.

Commissioner Ahlers stated that she does not understand the existing special election language in the Charter. She stated that her objection is this does not include the nuances of the issues she hopes to address.

Commissioner Johnson and Attorney Hoeft informed Commissioner Ahlers that there is no special election language in the Charter related to council appointment.

Commissioner Zeimet asked if it would be more helpful to move forward Commissioner Simula’s proposal.

Commissioner Smith stated that he wants to make sure we are clear on if we do or do not want a special election. The question is: Do we want to keep things the way they are and not have a special election?

President Smith and Commissioner Johnson clarified that the motion would be to keep things as they are, and that the motion is to add a special election to the charter. President Smith asked that the motion be clarified.

Commissioner Wiseman wanted to make sure the motion is not “either or”. Commissioner Hugo made a request to retract the motion by Commissioner Sloat, and new motion to be made.

Commissioner Ahlers asked for clarification on the vote on the special election, and if there would then be a discussion on the details. She wants her contribution to be that there is an incredible amount of nuance to the issue. She wants to discuss all the specifics of a special election before voting for the special election.

President Smith confirmed that there would be additional discussion about the special election after the vote to move forward with the special election

Commissioner Laine requested that the document that Commissioner Frost prepared be voted on. She feels that the issue is very nuanced and wants to vote on when and why a special election would occur.

President Smith stated the question at hand is are we in favor of a special election: A vote of yes is in favor of a special election. A vote no is against adding a special election.

President Smith called a roll call vote on Sloat's Motion. Commissioner Abel, Anderson, Harris, Johnson, Sloat and Smith voted no. Commissioner Ahlers, Kaiser, Laine, Schluender, Simula, Wiseman and Zeimet voted yes. **The vote was 8 / 6 in favor of continuing the discussion of a special election.**

President Smith stated that we need to have additional discussions. When the proposed language for the special election is finalized there will be a first and second hearing of the language to move forward with the special election.

Commissioner Laine stated that the vote tonight was on the discussion to move forward with a special election.

Attorney Hoeft stated that this body needs to propose language and move forward with language specific to changing the charter.

Commissioner Wiseman clarified that someone on the commission needs to bring forward the language for the special election.

Commissioner Zeimet asked for further information on the language that Commissioner Simula previously proposed.

Commissioner Simula stated that that he included language about vacancies over 180 days. There is already language in the state statute about the way the election should be run.

President Smith further clarified the uniform election statute. He listed the specific dates that these elections can occur.

Commissioner Harris clarified that when we are moving towards a special election we no longer have the ability to shorten the time for the appointment.

Commissioner Laine stated that she would like the next meeting to be the first hearing of the language to add a special election.

Attorney Hoeft stated that if someone is going to propose special election language, then it needs to be provided to the City Clerk as soon as possible. This language needs attorney review, to make sure it is in compliance.

Commissioner Smith stated that if you are in favor of the special election it must be written and sent to the City Clerk as soon as possible. There could be multiple proposals that need to be worked through. This information must be drafted in a way that it is an actionable item.

Commissioner Wiseman clarified that she wants to make sure that people who voted yes for the special election need to bring this language forward. She wants to make sure that only the portions that the City can control be addressed in the special election process. She also felt it was rare that this situation would occur.

Commissioner Simula stated that he feels that he has presented the correct information and addressing when a special election is triggered.

Commissioner Anderson inquired if where the funds are coming from should be addressed in the special election language.

Commissioner Hugo stated that the costs are not relevant to the charter commission drafting the language.

NEW BUSINESS

Commissioner Simula stated that he would like to review his proposed changes to the vacancy process. He stated that there is always someone appointed to the vacant seat, he wants to clarify that the vacancy is filled by appointment for 180 days. He feels that the special election limits the amount of time.

Commissioner Wiseman felt that there is already an established time frame.

President Smith asked again that the language is prepared in a timely fashion for the body to review it in detail. He again asked for information for the agenda to be submitted 30 days before the next meeting. He stated that Commissioner Simula only sent his prepared information for the appointment one day before this meeting and the Commission needs submissions at least 30 days in advance. He felt it was appropriate for Commissioner Simula to review what he has written, and submit information to the City Clerk prior to the next meeting for the Commission to review in detail.

Commissioner Simula asked for permission to discuss the appointment process, but not take a vote on the issue. He stated that he felt the process of appointment was too long and other cities appoint the seat within 45 – 90 days. His recommendation is 45 days from the day that the vacancy is declared by Council resolution. He recommended language about how to break a tie. He recommends that if council fails to make the appointment in 3 rounds of voting then the Mayor makes the appointment. He stated that there would need to be discussion about how long the appointment should last. The temporary appointment period would have to be defined.

Commissioner Johnson stated that he feels that the Mayor appointing someone is like an endorsement and it is not fair to the other candidates. He feels that this type of appointment before a special election makes the process less fair.

Commissioner Wiseman stated that she wants to discuss the items Commissioner Simula has presented, but not at the meeting tonight.

President Smith again asked for submissions to the City Clerk 30 days before the next meeting and asked for the commission to do what they think is right. There is not standard for the time submissions need to be made, but he wants the commission to have ample time to review.

Commissioner Ahlers stated that she would like to know if there is precedence for a neutral to preside over Commission meetings. She feels that the Commission President should not vote on matters unless there is a tie. She feels it would be a clearer process. She would like for someone with knowledge of Roberts Rules of Order to run the meeting.

President Smith clarified if Commissioner Ahlers would like to be the Chair of the Charter Commission.

Commissioner Ahlers stated that she did not.

Commissioner Wiseman stated the she understands Commissioner Ahlers' point, but there is no need to have an outside party conduct the meetings.

ADJOURNMENT

Motion by Commissioner Wiseman, seconded by Commissioner Ahlers, to adjourn the meeting.

Meeting adjourned at 7:55 pm.

Respectfully Submitted



Sara Ion, City Clerk/Recording Secretary



ATTENDANCE INFORMATION FOR THE PUBLIC

Members of the public who wished to attend could do so in-person, by calling 1-312-626-6799 and entering **meeting ID 862 5221 5747** and **passcode 039390**, or by Zoom at <https://us02web.zoom.us/j/86252215747> at the scheduled meeting time. For questions, please call the library at 763-706-3690.

NOTICE THAT THIS MEETING INCLUDED PARTICIPATION BY INTERACTIVE TECHNOLOGY

This meeting pursuant to Minn. Stat. § 13D.02 included a Library Board member participating via interactive technology. The location of the member participating interactively was open and accessible to the public. The location was Westchester Public Library-Thomas Branch (200 W. Indiana Ave, Chesterton, IN 46304).

The meeting was called to order in the Library Community Room by Chair Tricia Conway at 5:30pm.

Members physically present: Tricia Conway; Teresa Eisenbise; Gerri Moeller; Rachelle Waldon; Nick Novitsky (Council Liaison). **Members remotely present:** Carrie Mesrobian. **Members Absent:** N/A. **Also present:** Renee Dougherty (Library Director); Nick Olberding (Recording Secretary); Kelli Bourgeois (City Manager); Sara Ion (City Clerk). **Public physically/remotely present:** N/A.

- 1. Introduction of Rachelle Waldon:** The newest Board Member has lived in Columbia Heights for six years and likes the small town feel with big city access and resources. She is a librarian at North Central University in downtown Minneapolis.
- 2. 2022 Library Board Membership Information and Orientation:** Included in the packet was an Orientation PowerPoint presentation which members could review. Sara Ion clarified aspects of Open Meeting Law, including scenarios which could create potential violations. Sara is the resource for meeting and governance information.
- 3. Oath of Office:** Rachelle and Sara agreed to complete the Oath of Office after meeting's conclusion and Carrie will complete it in future.
- 4. Election of Officers:** Will now occur annually at the April meeting. Tricia announced her resignation from the Board to pursue an out-of-state job opportunity and then nominated Teresa Eisenbise as Board Chair. Gerri Moeller was nominated as Vice-Chair; both members accepted the nominations. Tricia made a **MOTION to elect Teresa Eisenbise as Board Chair, and Gerri Moeller as Vice-Chair; it was seconded, and unanimously approved via roll-call vote.**
- 5. The Minutes of the March 2, 2022, Board Meeting were moved and unanimously approved via roll-call vote.**
- 6. Operating Budget Review:** Three months into the year and 19.7% of the budget is encumbered.
 - a. Supply Chain:** Has the Library experienced any disruptions? In the latter part of 2021, there was an above-average amount of back-ordered materials (books); but supply chain disruptions have not impacted Library operations.

Community Forum: Opportunity for public input; **no correspondence, and no public in attendance at this meeting.**

Old Business:

- 7. Strategic Planning:** The City's **Community Survey** has been completed. Anoka County Library recently worked on a **diversity audit of its print collection** and is working with Wilder Research to conduct a **Community Needs Assessment and Strategic Planning Process** over the next few months. MELSA will be conducting a metro-wide **Community Technology Survey**. Findings from these assessments could contribute to Columbia Heights Library's strategic planning, and the Board agreed it could wait until we have results. In the meantime, Kelli Bourgeois will be speaking with Phil Kern about conducting a planning process with the City Council and will connect him with Renee to explore whether he could facilitate a planning session with the Library Board this fall. Additionally, Renee will consult staff to pinpoint 2-3 priority initiatives and will share them with the Board during summer meetings. Nick Novitsky has spoken with Anoka County CareerForce and ISD-13 about ways to collaborate on ways to bring their services (job search services and homework help tutoring) into the library; there will be more discussions in the future. Nick also attended the last Friends of the Library meeting.

New Business:

8. **Approve MN Public Libraries Annual Report:** The report was submitted to the Department of Education at the end of March but requires Board review and approval. Renee shared some key data from the report (which can be viewed in the meeting packet). After reviewing the Report, the Board made a **MOTION to approve the 2021 Minnesota Public Library Annual Report as submitted; it was seconded, and unanimously approved via roll-call vote.**
 - a. A section of the Annual Report lists Policies and Plans including Disaster, Records Retention, Building Accessibility, and Technology. The Board inquired whether revisions of these plans were their responsibility?
 - i. The Disaster Plan has been reviewed more recently than reported all City buildings by the Public Safety Department. This will be noted in future reports.
 - ii. The City follows the general records retention schedule for Minnesota cities.
 - iii. Building Accessibility was addressed in planning for the Central Avenue building so 2016 should be considered the most recent update.
 - iv. The Technology Plan is broadly covered by the City IT Department; The 2011 library plan created with Anoka County Library has not been updated.
9. **City Survey:** The City of Columbia Heights hired the Morris Leatherman Survey Company to conduct a scientific survey of residents regarding public services, facilities, utilities, events, and other topics. The surveyors spoke with a random sample of four hundred residents over three weeks in February 2022. Results were received in early March and have a +/- 5% margin of error. In addition to the scientific survey, an online survey was also created for any resident who wished to participate, available on the City website. Renee summarized some of the results and encouraged the Board to review Peter Leatherman’s Council presentation and survey results. (https://www.columbiaheightsmn.gov/departments/city_manager_administration/public_survey_results.php).
10. **Director’s Update:** Operational reports, general updates, event reminders, and items from the floor.
 - a. **February Operational Reports:** For Your Information.
 - b. Gerri made a **MOTION to acknowledge ten years of work and dedication by Tricia Conway on the planning groups that made the new library possible and on the Library Board;** the Board seconded and unanimously agreed. Tricia expressed thanks, acknowledged how much the Library meant to her, and her desire to continue hearing of its success!
 - c. **Library Programs:**
 - i. Coding Club has just re-started and is full.
 - ii. A series of financial literacy classes presented by Northeast State Bank will be held in April with “Finance Basics” on the April 4th, “Financial Planning and Saving” on the 11th, and “Managing Credit and Debt” on the 25th.

There being no further business, a motion to adjourn was made and seconded at 6:45 pm and the **meeting was adjourned.**

Respectfully submitted,



Nicholas P. Olberding
Recording Secretary, CHPL Board of Trustees



AGENDA SECTION	CONSENT
MEETING DATE	5/9/2022

ITEM:	Purchase of Network Equipment – New City Hall	
DEPARTMENT:	Information Technology	BY/DATE: Jesse Hauf, 4/25/2022
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i></p> <p> <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 </p>		

INTRODUCTION

The City’s network infrastructure is necessary for staff and public to connect to City applications and the internet. The IT Department maintains and secures the interconnects between networking components and the internet.

The network components at the existing City Hall building are end-of-life and will not be transferred to the new building. They will remain in place for temporary ancillary use until the existing City Hall is decommissioned. The components listed below will establish network connectivity at the new City Hall Building.

COST

\$82,890.83 total. Staff attempted competitive quotes. Aruba brand network components are what we currently use on our network. Aruba was only able to extend discounted pricing through one vendor. Staff chose PDS as we have purchased our Aruba components through them in the past.

- 1) These costs are apart of the new City Hall technology budget already proposed to council.
- 2) Public Works, Administration and IT are working together on a grant proposal. The grant is administered through Anoka County and if approved could cover 50% of the total purchase price.

\$38,403.88	Core Switch	Handles connections to endpoints (computers, phones, printers etc.), wireless access points, servers and interconnects to other City buildings.
\$7,615.92	Fiber Optic Transceivers	For fiber interconnects from City Hall to the Library and Public Safety Center.
\$17,223.60	A/V Room Switch	Handles connections to endpoints on the south end of the building (Council Chamber and Work session Room), wireless access point and A/V equipment.
\$8,009.01	Wireless Access Points	11 wireless access points for public internet and staff networking. 1 spare access point. Mounting brackets.
\$6,443.85	UPS	(Uninterruptable Power Supply) Battery backup for server room and A/V room.

\$5,194.57	Virtual Mobility Controller	Manages wireless access points and acts as a termination point for external remote access connections (VPN)
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STAFF RECOMMENDATION

Review and discuss the proposed network components for the new City Hall. Approve purchase of network components from PDS.

RECOMMENDED MOTION(S):
MOTION: Move to approve purchase of network components for the new City Hall building from PDS in the amount of \$82,890.83

ATTACHMENT(S):

- 20220406_PDS_Aruba.pdf
- 20220303_PDS_APC.pdf



Paragon Development Systems, Inc.
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Tom Hall | Account Director
 651.756.9122 | thall@pdsit.net

Item 5.

Quote (Open / Expired)	
Date Feb 24, 2022 04:18 PM CST	Expiration Date 02/28/2022
Modified Date Feb 24, 2022 04:22 PM CST	
Quote # 2191556 - rev 1 of 1	
Description APC Power Hardware	
SalesRep Rossi, Rod (P) 262-560-7092	
Customer Contact Chernin, Aleksandr (P) (763) 706-3638 achernin@columbiaheightsmn.gov	

Customer
 City of Columbia Heights (COLU)
 Chernin, Aleksandr
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States
 (P) (763) 706-3600
 (F) (763) 706-3601

Bill To
 Payable, Accounts
 590 40th Ave Ne
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 United States
 (P) (763) 706-3600
 (F) (763) 706-3601

Ship To
 Receiving, Shipping
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States

Payment Method
 Terms: Net 30

#	Description	Part #	Qty	Unit Price	Total
1	Smart UPS 3000 LCD UPS American Power Conversion - pds #: 303304	SMT3000RMT2U	4	\$1,889.67	\$7,558.68
2	Smart-UPS 1500VA LCD RM 2U 120V Schneider Electric - pds #: 403808	SMT1500RM2UC	1	\$774.84	\$774.84

Total: \$8,333.52

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsofsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



PDS, A Converge Company
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Tom Hall | Account Director
 651.756.9122 | thall@pdsit.net

Item 5.

Quote (Open)	
Date Apr 06, 2022 04:34 PM CDT	Expiration Date 05/05/2022
Modified Date Apr 06, 2022 04:54 PM CDT	
Quote # 2198565 - rev 1 of 1	
Description Aruba	
SalesRep Swanson, Thomas (P) 651-707-1808	
Customer Contact Chernin, Aleksandr (P) (763) 706-3638 achernin@columbiaheightsmn.gov	

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Payment Method
 Terms: Net 30

#	Description	Part #	Qty	Unit Price	Total
1	Aruba 6300M 48-Port 1GbE 4 PoE 4-Port SFP56 Switch Hewlett Packard Enterprise - pds #: 563594	JL661A	7	\$5,251.51	\$36,760.57
2	Aruba X372 54VDC 1050W Power Supply Hewlett Packard Enterprise - pds #: 571039	JL087A#ABA	14	\$541.27	\$7,577.78
3	Aruba X751 FB Fan Tray Hewlett Packard Enterprise - pds #: 815802	JL669B	7	\$226.58	\$1,586.06
4	Aruba 6300M 48-P SmartRate 1/2.5/5GbE Switch Hewlett Packard Enterprise - pds #: 560319	JL659A	6	\$6,952.79	\$41,716.74
5	Aruba X372 54VDC 1050W Power Supply Hewlett Packard Enterprise - pds #: 571039	JL087A#ABA	12	\$541.27	\$6,495.24
6	50G SFP56 to SFP56 0.65m DAC Cable Hewlett Packard Enterprise - pds #: 576561	R0M46A	6	\$147.70	\$886.20
7	HPE Aruba AP-635 (US) - Campus AP Hewlett Packard Enterprise - pds #: 794638	R7J28A	33	\$590.37	\$19,482.21
8	HPE Foundation Care Next Business Day Exchange SVC Hewlett Packard Enterprise - pds #: 796269	H29XYE	33	\$68.76	\$2,269.08
9	10-Pk AP-MNT-B Campus AP Mount Bracket Kit Type B Hewlett Packard Enterprise - pds #: 701445	Q9G69A	3	\$86.75	\$260.25
10	AP-MNT-B Campus AP Mount Bracket Kit Type B Hewlett Packard Enterprise - pds #: 668764	R3J16A	3	\$12.70	\$38.10
11	Aruba 25G SFP28 LC LR 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 712164	JL486A	8	\$1,903.98	\$15,231.84
12	Aruba 10G SFP+ LC LR 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 713816	J9151E	14	\$1,239.97	\$17,359.58
13	Aruba 1G SFP LC LX 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 420088	J4859D	4	\$220.66	\$882.64

Total: \$150,546.29

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Item 5.

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

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Please contact your sales team with additional questions.



AGENDA SECTION	CONSENT
MEETING DATE	5/9/2022

ITEM: Firewall Replacement								
DEPARTMENT: Information Technology BY/DATE: Jesse Hauf, 4/25/2022								
<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 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’s network, as with most networks, is protected by a firewall. The firewall is the first line of defense and arguably the most critical. Every second of every hour of every day it stymies automated attacks that probe our network for vulnerabilities. Without it, our network would be wide open to the world. We currently have 2 FortiGate 200Es deployed in a high availability cluster between City Hall and Public Safety Center. If one were to fail for any reason, the other immediately takes over with no interruption in network traffic.

With the growth of our network traffic in the last several years, the 200E is no longer sufficient for our applications. The IT Department’s recommendation is to replace the 2 FortiGate 200E devices with 400Es providing 4 times the traffic throughput. The timing is ideal as our support contract ends on the 200E devices in 3 months’ time. Staff will be able to perform the replacement in-house with minimal network interruption.

COST

Staff received two quotes for 400E firewalls. Fortinet extended their best pricing through our existing vendor PDS. One unit costs \$14,467.59 with 3 years of support included. The total is \$28,935.18 for both units.

- 1) The existing 200E devices still have some value and can be resold.
- 2) Public Works, Administration and IT are working together on a grant proposal. The grant is administered through Anoka County and if approved could cover 50% of the total purchase price.

STAFF RECOMMENDATION

Review and discuss the proposed firewall upgrade. Approve purchase of 2 FortiGate 400Es from PDS.

RECOMMENDED MOTION(S):
MOTION: Move to approve purchase of 2 FortiGate 400Es from PDS in total amount of \$28,935.18

ATTACHMENT(S):

20220407_PDS_FortiGate400E.pdf



PDS, A Converge Company
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Tom Hall | Account Director
 651.756.9122 | thall@pdsit.net

Item 6.

Quote (Open)	
Date Mar 01, 2022 08:08 AM CST	Expiration Date 05/05/2022
Modified Date Apr 07, 2022 08:05 AM CDT	
Quote # 2191909 - rev 1 of 1	
Description Fortinet 3Yr	
SalesRep Swanson, Thomas (P) 651-707-1808	
Customer Contact Chernin, Aleksandr (P) (763) 706-3638 achernin@columbiaheightsmn.gov	

Customer
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 United States

Payment Method
 Terms: Net 30

#	Description	Part #	Qty	Unit Price	Total
1	FortiGate 400E Series - Security Appliance (3Yr) Fortinet - pds #: 719061	FG-400E-BDL-950-36	2	\$14,467.59	\$28,935.18

Total: \$28,935.18

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsandsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



AGENDA SECTION	CONSENT AGENDA
MEETING DATE	5/9/2022

ITEM:	Computer Replacement.	
DEPARTMENT:	Information Technology	BY/DATE: Jesse Hauf, 4/25/2022
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <p> <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 </p>		

INTRODUCTION

Most computers used by City staff are replaced on a 4 to 5 year cycle. As departmental needs change some devices are replaced sooner and viable devices are used elsewhere in the department or the City. The most common reason for computer replacement is performance. As applications and the internet progress, they put an increased load on aging hardware. New hardware technology is required to keep up with the demands of software updates.

COST

\$72,505.00 total. Staff received quotes from our vendors:

Baycom (Alternative quote)

\$8,736.00	Fire	Ruggedized tablet for Engine 4. Ruggedized laptop for Rescue 1. Includes all mounting hardware, dock and power supplies.
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Everyday Technology (Preapproved)

\$17,796.00	Fire	New laptops and docks aligning with mobile-first initiative. Updated monitors for staff.
\$15,750	IT	Transition staff to laptops to align with mobile-first initiative. Updated monitors for staff. Some existing desktops to be redeployed. <i>(\$9,270.00 is related to new City Hall technology budget)</i>
\$3,402.00	Library	Replace Library Director's desktop with a laptop aligning with mobile-first initiative. Update monitors.
\$4,775.00	Inventory	Inventory, devices for staff to test prior to moving into new City Hall. All inventory devices will likely be deployed and charged properly by the end of the year.
15,181.00	Police	New laptops and docks aligning with mobile-first initiative.
\$6,575.00	Public Works	New workstations for staff who are not assigned a workstation to check email and record timesheets. New monitor and wall mount for garage.
\$290.00	Recreation	Additional monitor for staff.

STAFF RECOMMENDATION

Review and discuss the proposed computer replacements. Approve purchase of computers and peripherals from Baycom and Everyday Technology.

RECOMMENDED MOTION(S):

MOTION: Move to approve purchase of departmental computer replacements from Baycom and Everyday Technology totaling \$72,505.00.
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ATTACHMENT(S):

- 20220328_Baycom_Toughbooks.pdf
- Dell 5521 Est_2519_Everyday_Technology.pdf
- Dell 7090 Ultra i7 Est_2516_Everyday_Technology.pdf
- Dell 7090 Ultra i5 Est_2517_Everyday_Technology.pdf
- Dell 7420 Est_2465_Everyday_Technology.pdf
- Dell XPS Est_2529_Everyday_Technology.pdf
- Dell Monitors & Accessories Est_2527_Everyday_Technology.pdf

Everyday Technology
 1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2516

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

			Project
Description	Qty	Rate	Total
OptiPlex 7090 Ultra BTX 11th Generation Intel Core i7-1185G7 (4-Core, 12MB Cache, up to 4.8GHz, 28W, vPro capable) Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only 16GB (2x8GB) DDR4 Non-ECC Memory M.2 256GB PCIe NVMe Class 35 Solid State Drive No Additional Hard Drive 90 Watt A/C Adapter US Power Cord Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1 Wireless Bracket for M.2 Wireless Driver, Intel Wi-Fi 6 AX201 OptiPlex Ultra Height Adjustable Stand (Pro2) for 19"-27" displays DisplayPort to DisplayPort cable, 0.6m USB-C to USB-C cable, 0.6m USB-A to USB-B 3.0 cable, 0.6m No Keyboard Selected No Mouse Selected Not selected in this configuration SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio Dell SupportAssist OS Recovery Tool Dell Optimizer Windows PKID Label OS-Windows Media Not Included ENERGY STAR Qualified SERI Guide (ENG/FR/Multi) Dell Watchdog Timer OptiPlex 7090 Ultra Quick Start Guide US Order	1	1,045.00	1,045.00
		Total	

Everyday Technology
 1534 LAKE AVE
 South Sioux City NE 68776

Item 7.
Estimate

Date	Estimate #
3/29/2022	2516

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
Print on Demand Label Trusted Platform Module (Discrete TPM Enabled) Direct Ship from FSJ Shipping Material for Ultra and Pro2 and Shipping Label Regulatory label, for FSJ Orders with 90W adapter Bracket for NO 2.5 inch Hard Drive Disk 11th Gen Intel Core i7 label for vPro Desktop BTS/BTP Shipment No Anti-Virus Software Fixed Hardware Configuration No AutoPilot Intel vPro Technology Enabled EPEAT 2018 Registered (Gold) No External ODD Dell Limited Hardware Warranty Plus Service Onsite/In-Home Service After Remote Diagnosis 3 Years			
		Total	

Everyday Technology

1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2465

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
Dell Latitude 7420 BTX 11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro) Windows 10 Pro English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only i7-1185G7 vPro, Intel Iris XE Graphics, 16GB Memory, 2-in-1 vPro Manageability 16GB, Non-ECC, Integrated 2-in-1 14.0"FHD(1920x1080) AR+AS, SLP, Touch, WVA, 300nit, HD IR Cam ALS, Mic, WLAN, CF, Pen Support Single Point keyboard English US with backlit No Mouse Wireless Intel AX201 WLAN Driver Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.2 No Mobile Broadband Card 4 Cell 63Whr ExpressCharge™ Capable Battery Palmrest, Fingerprint Reader, Contacted/Contactless SmartCard Reader/NFC, Carbon Fiber, Thunderbolt4 E4 65W Type-C EPEAT Adapter No Anti-Virus Software OS-Windows Media Not Included E4 Power Cord 1M for US Quick Reference Guide for 2-in-1 US Order [APCC;BCC;CCC;DAO;EMEA] No Resource USB INFO MOD [DAO] Service and Support Guide MUI for DAO (English, French, Dutch, Spanish) ENERGY STAR Qualified Fixed Hardware Configuration SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio Dell Power Manager Dell SupportAssist OS Recovery Tool	7	1,912.00	13,384.00
		Total	

Everyday Technology

1534 LAKE AVE
South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2465

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
Dell Optimizer Windows PKID Label Min Model Ship, 65W, 2 n 1 Intel 11th Gen EVO label, I7vPro BTS/BTP Smart Selection Shipment (VS) EAN label M.2 256GB PCIe NVMe Class 40 Solid State Drive EPEAT 2018 Registered (Gold) No AutoPilot Onsite/In-Home Service After Remote Diagnosis 3 Years Dell Limited Hardware Warranty Plus Service			
Total			

Everyday Technology
 1534 LAKE AVE
 South Sioux City NE 68776

Item 7.
Estimate

Date	Estimate #
3/29/2022	2517

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

			Project
Description	Qty	Rate	Total
OptiPlex 7090 Ultra BTX 11th Generation Intel Core i5-1145G7 (4-Core, 8MB Cache, up to 4.4GHz, 28W, vPro capable) Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only 16GB (2x8GB) DDR4 Non-ECC Memory M.2 256GB PCIe NVMe Class 35 Solid State Drive No Additional Hard Drive 90 Watt A/C Adapter US Power Cord Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1 Wireless Bracket for M.2 Wireless Driver, Intel Wi-Fi 6 AX201 OptiPlex Ultra Height Adjustable Stand (Pro2) for 19"-27" displays DisplayPort to DisplayPort cable, 0.6m USB-C to USB-C cable, 0.6m USB-A to USB-B 3.0 cable, 0.6m No Keyboard Selected No Mouse Selected Not selected in this configuration SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio Dell SupportAssist OS Recovery Tool Dell Optimizer Windows PKID Label OS-Windows Media Not Included ENERGY STAR Qualified SERI Guide (ENG/FR/Multi) Dell Watchdog Timer OptiPlex 7090 Ultra Quick Start Guide US Order	5	906.00	4,530.00
		Total	

Everyday Technology

1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2517

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
Print on Demand Label Trusted Platform Module (Discrete TPM Enabled) Direct Ship from FSJ Shipping Material for Ultra and Pro2 and Shipping Label Regulatory label, for FSJ Orders with 90W adapter Bracket for NO 2.5 inch Hard Drive Disk 11th Gen Intel Core i5 label for vPro Desktop BTS/BTP Shipment No Anti-Virus Software Fixed Hardware Configuration No AutoPilot Intel vPro Technology Enabled EPEAT 2018 Registered (Gold) No External ODD Dell Limited Hardware Warranty Plus Service Onsite/In-Home Service After Remote Diagnosis 3 Years			
		Total	

Everyday Technology

1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
4/5/2022	2529

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
XPS 15 9520 12th Generation Intel(R) Core(TM) i7-12700H (24MB Cache, up to 4.7 GHz, 14 cores) Windows 11 Pro, English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only Platinum Silver exterior, Black interior 32GB (2x16GB) DDR5 4800MHz Backlit Black English Keyboard w/ Fingerprint Reader 15.6" UHD+ (3840 x 2400) InfinityEdge Touch Anti-Reflective 500-Nit Display 512GB M.2 PCIe NVMe Solid State Drive Intel(R) Killer(TM) Wi-Fi 6 1675 (AX211) 2x2 + Bluetooth 5.2 Wireless Card Custom Configuration NVIDIA(R) GeForce RTX(TM) 3050 Ti 4GB GDDR6 [45W] US Power Cord - Black SERI Guide (ENG/FR/Multi) Energy Star Label Intel(R) ME Disabled, No Out-of-Band System Management 6-Cell Battery, 86Whr (Integrated) No AutoPilot Dell.com Order Shipping Material Dell.com Order Intel(R) Core(TM) i7 non-vPro Processor Label Additional Software Not selected in this configuration Black 130W Type-C Power Adapter Dell Limited Hardware Warranty Initial Year Onsite/In-Home Service After Remote Diagnosis, 1 Year	5	2,495.00	12,475.00
Total			\$12,475.00

Everyday Technology
 1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2519

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

			Project
Description	Qty	Rate	Total
Dell Latitude 5521 XCTO Base Intel (R)11th Generation Core(TM) i7-11850H vPro Capable (8 Core, 24M cache, base 2.5GHz, up to 4.8GHz) Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish No Microsoft Office License Included – 30 day Trial Offer Only Nvidia GeForce MX450 Discrete Graphics - Intel 11th Gen Core i7-11850H, LTE No Out-of-Band Systems Management - vPro Disabled 16GB,1x16GB, DDR4 Non-ECC M.2 2230 512GB PCIe NVME Class 35 Solid State Drive No Additional Hard Drive 15.6" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, HD+IR Camera, 250nits, WLAN/WWAN Single Pointing Backlit English US Keyboard with numeric keypad No Mouse Wireless Intel AX201 WLAN Driver Intel Wi-Fi 6 AX201 802.11ax Dual Band (2x2) 160MHz Wireless Adapter + Bluetooth 5.2 No Mobile Broadband Card 64WHR, 4Cell, BYD Battery, Express Charge E5 130W Type-C Adapter Single Pointing, NFC + Smart Card + Finger Print Reader No Anti-Virus Software OS-Windows Media Not Included E5 Power Cord 1M US Latitude 5521 Quick Start Guide US Order No Resource USB Media SERI Guide (ENG/FR/Multi) ENERGY STAR Qualified Custom Configuration SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2	2,145.00	4,290.00
		Total	

Everyday Technology

1534 LAKE AVE
 South Sioux City NE 68776

Item 7.

Estimate

Date	Estimate #
3/29/2022	2519

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
Waves Maxx Audio Dell Power Manager Dell SupportAssist OS Recovery Tool Dell Optimizer Windows PKID Label DAO Mix Model - DSC PWA + 130W adapter Intel(R) Core(TM) i7 non-vPro Processor Label BTO Standard Shipment (VS) No UPC Label EPEAT 2018 Registered (Gold) No AutoPilot Latitude 5521 Bottom Door SSD Filler Dell Limited Hardware Warranty Extended Year(s) Dell Limited Hardware Warranty Onsite/In-Home Service After Remote Diagnosis, 1 Year Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended			
		Total	

SAM COLUCCI
 9494 HEMLOCK LANE N
 MAPLE GROVE, MN 55369
 PHONE: 920-544-4311
 FAX: 920-468-8615
scolucci@baycominc.com

COLUMBIA HEIGHTS FIRE DEPT
JESSE HAUF
 590 40TH AVE NE
 COLUMBIA HEIGHTS, MN 55421
 3/8/2022
 763-706-3639
jhauf@columbiaheightsmn.gov

QUOTE NO. SC20220308A

PRICING AND FINANCIAL OPTIONS SPECIFIC TO THIS OFFERING:
EQUIPMENT DETAILS AND PRICING

QTY	MODEL AND DESCRIPTION	UNIT PRICE	TOTAL PRICE
Minnesota State Contract Number 179907			
7	Panasonic Toughbook CF-33 Intel Core i5-10310U 1.7GHz (4.4GHz) Processor Windows 10 Pro 12" QHD Gloved Multi-Touch Display + Digitizer 16GB SDRAM 512GB Opal Solid State Drive Wi-Fi , Bluetooth Ethernet NIC 10/100/1000 4G LTE Advanced Multi Carrier with Band 14 Satellite GPS Dual Pass Through Antenna (Ch1:WWAN/Ch2:WWAN-GPS) 8MP Camera Infrared Webcam Standard Batteries (2) and AC Power Adapter 3 Year Preferred (Parts & Labor) Warranty	\$3,070.00	\$21,490.00
3	Premium (Attachable) Keyboard	\$590.00	\$1,770.00
4	Havis CF-33 Tablet Vehicle Docking Station	\$716.00	\$2,864.00
3	Havis CF-33 Laptop Vehicle Docking Station	\$773.00	\$2,319.00
7	Vehicle Docking Station Power Supply	\$132.00	\$924.00

OPTIONS:

- Extend Parts & Labor Warranty to 4 Years: \$133.00 each
- Extend Parts & Labor Warranty to 5 Years: \$261.00 each
- Upgrade Warranty to 3 Year Protection Plus (No Fault): \$294.00 each
- Upgrade Warranty to 4 Year Protection Plus (No Fault): \$438.00 each
- Upgrade Warranty to 5 Year Protection Plus (No Fault): \$663.00 each
- Add Dedicated GPS: \$120.00 each
- Rotating Hand Strap with Tall Corner Guards: \$89.00 each
- Gamber Johnson CF-33 Tablet Vehicle Docking Station: \$716.00 each
- Gamber Johnson CF-33 Laptop Vehicle Docking Station: \$897.00 each
- Desktop Docking Station (Tablet): \$378.00 each
- Desktop Docking Station (Laptop): \$332.00 each
- Universal Surface Mount DS-56: \$37.00 each**
- Motion Attachment 7160-0928: \$216.00 each**

Payment With Order: Net 30 Days	EQUIPMENT COST:	\$29,367.00
Quotation Good for 90 Days	SHIPPING:	Included
<i>We impose a surcharge of 2% on credit card purchases over \$1,000.00 which is not greater than our cost of acceptance.</i>	TAX:	Exempt
Your signature is an agreement to purchase and an acceptance of Baycom's Terms & Conditions (http://terms.baycominc.com)	TOTAL:	\$29,367.00

Approved By: _____ / _____ DATE

AUTHORIZED CUSTOMER SIGNATURE

All of the information listed on this proposal is confidential and proprietary information.
If You Have Any Questions, Please Contact Sam Colucci at 920-544-4311

Everyday Technology

1534 LAKE AVE
 South Sioux City NE 68776

Item 7.
Estimate

Date	Estimate #
4/4/2022	2527

Name / Address
City of Columbia Heights 590 40th ST Ave NE Columbia Height MN 55421

Project

Description	Qty	Rate	Total
ULTRASHARP 27IN 4K USB-C MNTR MONITOR U2720Q	2	574.00	1,148.00
ULTRASHARP 27IN MONITOR U2722D MNTR	8	482.00	3,856.00
27IN MONITOR P2722H MNTR	2	325.00	650.00
24IN MONITOR P2422H MNTR	10	290.00	2,900.00
SLIM SOUNDBAR SB521A SUBW	5	54.00	270.00
Dell Premium Active Pen - PN579X	1	72.00	72.00
THUNDERBOLT DOCK WD19TBS 130W DOCK POWER DELIVERY	15	365.00	5,475.00
Dell Monitor Docking Station Mounting Kit575-BBIV	15	22.00	330.00
Dell Dual Monitor Arm – MDA20	1	270.00	270.00
Dell Single Monitor Arm – MSA20	1	150.00	150.00
Dell OptiPlex Ultra Wall Mount -452-BDRV	1	32.00	32.00
Dell Small Form Factor All-in-One Stand – OSS21 -	1	125.00	125.00
Dell OptiPlex Ultra Fixed Stand 262-BBBH	5	49.00	245.00
32IN 4K USB-C HUB MONITOR MNTR P3222QE	21	779.00	16,359.00
KM7321W PREMIER MULTI-DEVICE WRLS WRLS KEYBOARD & MOUSE	20	85.00	1,700.00
Logitech C925e Webcam - 30 fps - USB 2.0 - 1 Pack(s) - 1920 x 1080 Video - Auto-focus - Widescreen - Microphone - Notebook, Monitor	1	99.00	99.00
Dell Slim Conferencing Soundbar – SB522A -	2	80.00	160.00
		Total	\$33,841.00

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	5/9/2022

ITEM:	Purchase of Network Equipment – City Wide.	
DEPARTMENT:	Information Technology	BY/DATE: Jesse Hauf, 4/25/2022
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i>		
<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’s network infrastructure is necessary for staff and public to connect to City applications and the internet. The IT Department maintains and secures the interconnects between networking components and the internet.

The City wide network infrastructure needs updating to accommodate today’s applications. Most components have reached end-of-life. Some components can be reused elsewhere in the City. In addition to the planned fiber plant install, the following network equipment will establish an ideal ring topology between City buildings for redundancy, increase interconnect speeds and increase WiFi speed/signal strength.

COST

\$59,542.90 total. Staff attempted competitive quotes. Aruba brand network components are what we currently use on our network. Aruba was only able to extend discounted pricing through one vendor. Staff chose PDS as we have purchased our Aruba components through them in the past.

- 1) Public Works, Administration and IT are working together on a grant proposal. The grant is administered through Anoka County and if approved could cover 50% of the total purchase price.

\$23,658.18	Library Core Switch	Handles connections to endpoints (computers, phones, printers etc.), wireless access points, servers and interconnects to other City buildings. Also handles new 2Gb internet connection. Existing switch will be repurposed at Public Works.
\$5,359.79	Library Access Points	8 wireless access points for public internet and staff networking. Mounting brackets. Existing access points can be repurposed.
\$2,450.00	PW Switch Module	Module to update the existing Library switch repurposed at Public Works.
\$3,382.40	PW Access Points	5 wireless access points for staff networking. 2 new access point. Mounting brackets.
\$9,040.57	Recreation Switch	Handles connections to endpoints (computers, phones, printers etc.), wireless access points and interconnects to other City buildings.

\$2,636.52	Recreation Access Points	4 wireless access points for public internet and staff networking. 1 new access point. Mounting brackets.
\$3,779.34	Public Safety UPS	(Uninterruptable Power Supply) Replaces existing failing 13-year-old battery backup.
\$4,041.53	Public Safety Access Points	4 wireless access points for public internet and staff networking. 2 new access point. Mounting brackets.
\$5,194.57	Virtual Mobility Controller	Manages wireless access points and acts as a termination point for external remote access connections (VPN).

STAFF RECOMMENDATION

Review and discuss the proposed City wide network upgrades. Approve the purchase of network components from PDS.

RECOMMENDED MOTION(S):
MOTION: Move to approve purchase of City wide network components from PDS in the amount of \$59,542.90

ATTACHMENT(S):

- 20220406_PDS_Aruba.pdf
- 20220303_PDS_APC.pdf



PDS, A Converge Company
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Tom Hall | Account Director
 651.756.9122 | thall@pdsit.net

Item 8.

Quote (Open)	
Date Apr 06, 2022 04:34 PM CDT	Expiration Date 05/05/2022
Modified Date Apr 06, 2022 04:54 PM CDT	
Quote # 2198565 - rev 1 of 1	
Description Aruba	
SalesRep Swanson, Thomas (P) 651-707-1808	
Customer Contact Chernin, Aleksandr (P) (763) 706-3638 achernin@columbiaheightsmn.gov	

Customer
 City of Columbia Heights (COLU)
 Chernin, Aleksandr
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States
 (P) (763) 706-3600
 (F) (763) 706-3601

Bill To
 Payable, Accounts
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States
 (P) (763) 706-3600
 (F) (763) 706-3601

Ship To
 Receiving, Shipping
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States

Payment Method
 Terms: Net 30

#	Description	Part #	Qty	Unit Price	Total
1	Aruba 6300M 48-Port 1GbE 4 PoE 4-Port SFP56 Switch Hewlett Packard Enterprise - pds #: 563594	JL661A	7	\$5,251.51	\$36,760.57
2	Aruba X372 54VDC 1050W Power Supply Hewlett Packard Enterprise - pds #: 571039	JL087A#ABA	14	\$541.27	\$7,577.78
3	Aruba X751 FB Fan Tray Hewlett Packard Enterprise - pds #: 815802	JL669B	7	\$226.58	\$1,586.06
4	Aruba 6300M 48-P SmartRate 1/2.5/5GbE Switch Hewlett Packard Enterprise - pds #: 560319	JL659A	6	\$6,952.79	\$41,716.74
5	Aruba X372 54VDC 1050W Power Supply Hewlett Packard Enterprise - pds #: 571039	JL087A#ABA	12	\$541.27	\$6,495.24
6	50G SFP56 to SFP56 0.65m DAC Cable Hewlett Packard Enterprise - pds #: 576561	R0M46A	6	\$147.70	\$886.20
7	HPE Aruba AP-635 (US) - Campus AP Hewlett Packard Enterprise - pds #: 794638	R7J28A	33	\$590.37	\$19,482.21
8	HPE Foundation Care Next Business Day Exchange SVC Hewlett Packard Enterprise - pds #: 796269	H29XYE	33	\$68.76	\$2,269.08
9	10-Pk AP-MNT-B Campus AP Mount Bracket Kit Type B Hewlett Packard Enterprise - pds #: 701445	Q9G69A	3	\$86.75	\$260.25
10	AP-MNT-B Campus AP Mount Bracket Kit Type B Hewlett Packard Enterprise - pds #: 668764	R3J16A	3	\$12.70	\$38.10
11	Aruba 25G SFP28 LC LR 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 712164	JL486A	8	\$1,903.98	\$15,231.84
12	Aruba 10G SFP+ LC LR 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 713816	J9151E	14	\$1,239.97	\$17,359.58
13	Aruba 1G SFP LC LX 10km SMF Transceiver Hewlett Packard Enterprise - pds #: 420088	J4859D	4	\$220.66	\$882.64

Total: \$150,546.29

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Item 8.

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



Paragon Development Systems, Inc.
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Tom Hall | Account Director
 651.756.9122 | thall@pdsit.net

Item 8.

Quote (Open / Expired)	
Date Feb 24, 2022 04:18 PM CST	Expiration Date 02/28/2022
Modified Date Feb 24, 2022 04:22 PM CST	
Quote # 2191556 - rev 1 of 1	
Description APC Power Hardware	
SalesRep Rossi, Rod (P) 262-560-7092	
Customer Contact Chernin, Aleksandr (P) (763) 706-3638 achernin@columbiaheightsmn.gov	

Customer
 City of Columbia Heights (COLU)
 Chernin, Aleksandr
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 (F) (763) 706-3601

Ship To
 Receiving, Shipping
 590 40th Ave Ne
 Minneapolis, MN 55421
 United States

Payment Method
 Terms: Net 30

#	Description	Part #	Qty	Unit Price	Total
1	Smart UPS 3000 LCD UPS American Power Conversion - pds #: 303304	SMT3000RMT2U	4	\$1,889.67	\$7,558.68
2	Smart-UPS 1500VA LCD RM 2U 120V Schneider Electric - pds #: 403808	SMT1500RM2UC	1	\$774.84	\$774.84

Total: \$8,333.52

Terms and Conditions

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PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



AGENDA SECTION	CONSENT
MEETING DATE	MAY 9, 2022

ITEM:	Approve Leo A Daly Change Order for City Hall Floorplan and Design, City Project 1911									
DEPARTMENT: Administration, Public Works, Community Development	BY/DATE: Kelli Bourgeois, Kevin Hansen, Aaron Chirpich 5/5/22									
<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
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<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: Architect Change Order

In October 2019, the City of Columbia Heights authorized the architectural firm of Leo A Daly to provide design and services for the concept, schematic, preliminary and final design, and bidding and construction administration services. The project is now in the bidding phase (design complete) with construction beginning in 3-5 weeks.

The project architect, Leo A Daly, has submitted a change order request for additional work items throughout the development and design of the project. Their request is detailed in 10 separate work tasks, attached. The request is a result of the complexity of the condo buildout, timing of design detail required by the developer for the shell, additional tasks not anticipated in the original service contract or items requested by staff.

STAFF RECOMMENDATION:

Move to approve the Change Order to the Professional Services Agreement with Leo A Daly for architectural consultant services for the New City Hall design and construction administration in an amount of \$108,380 for a revised contract of \$443,880 appropriated from Fund 411.9999.43050.1911 .

RECOMMENDED MOTION(S):
MOTION: Move to approve Change Order No. 1 from Leo A Daly in the amount of \$108,380 for additional work items for the new City Hall, Project 1911, to be appropriated from Fund 411.9999.43050.1911.

ATTACHMENT(S): LAD Change Order Request No. 1



ADDITIONAL SERVICES AGREEMENT

In accordance with the **AGREEMENT** dated 24-Oct-19
 BETWEEN: **City of Columbia Heights**
 and **Leo A Daly**
 for the Project **Columbia Heights City Hall**

ASR Date 11-Apr-22
 Additional Service #: 1
 Project no: 023-10311-000

- authorization is REQUESTED
- to proceed with Additional Services on a Hourly Basis
- to proceed with revised scope of Basic Services for additional fee
- to incur additional fee for items/services performed as indicated below
- to incur Reimbursable Expenses

AS FOLLOWS:

The following itemized tasks pertain to work /services provided beyond what could have been understood or assumed during the development of the original contract. These tasks include systems/elements/Quality levels as directed by the client, while some pertain more specifically to design phase schedule extensions, downtime, and re-evaluation, not caused by the design team, which could not have been known by the design team in good faith at the time of the original contract proposal.

The following adjustments will be made to compensation:

Task Item #1	Total Task Hours	Total Task Fee
Addition of Exterior Snow Melt System (Design, Engineering, Developer Coordination)	132.00	\$21,300.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	32.00	\$4,960.00
Senior Architect	\$165.00	24.00	\$3,960.00
Mechanical Engineer	\$160.00	32.00	\$5,120.00
Senior Engineering Designer	\$165.00	44.00	\$7,260.00

Task Item #2	Total Task Hours	Total Task Fee
Ext. Design Elements - Garage Vestibule/Entrance	153.00	\$25,000.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	32.00	\$4,960.00
Senior Architect	\$165.00	60.00	\$9,900.00
Electrical Engineer	\$160.00	5.00	\$800.00
Pre-Professional	\$125.00	20.00	\$2,500.00
Senior Design Architect	\$190.00	36.00	\$6,840.00

Task Item #3	Total Task Hours	Total Task Fee
Ext. Design Elements - Central Ave Façade - Beyond Contract Scope (Add. Concepts/Corrdicaiton Req.)	124.00	\$20,580.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	32.00	\$4,960.00
Senior Design Architect	\$190.00	24.00	\$4,560.00
Senior Architect	\$165.00	64.00	\$10,560.00
Architect	\$125.00	4.00	\$500.00

Task Item #4	Total Task Hours	Total Task Fee
Bidding Change Coordination - from Design/Bid/Build (GC) to Construciton Manager Agency (CM)	30.00	\$4,750.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	28.00	\$4,340.00
Architectural technical Leader	\$205.00	2.00	\$410.00

Task Item #5	Total Task Hours	Total Task Fee
Additional MEP Coordinaiton (Condensing Units, Stub-ins from Developer - More than loads provided)	76.00	\$11,740.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	24.00	\$3,720.00
Architect	\$125.00	16.00	\$2,000.00
Senior Engineer	\$190.00	16.00	\$3,040.00

Pre-Professional	\$125.00	8.00	\$1,000.00
Senior Engineering Designer	\$165.00	12.00	\$1,980.00

Task Item #6	Total Task Hours	Total Task Fee
Detailed Support of Buyer/Seller Work Letter (Between Owner/Developer) - Non-Typical Service	48.00	\$7,510.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	22.00	\$3,410.00
Senior Architect	\$165.00	16.00	\$2,640.00
Mechanical Engineer	\$160.00	4.00	\$640.00
Pre-Professional	\$125.00	4.00	\$500.00
Fire Protection Engineer	\$160.00	2.00	\$320.00

Task Item #7	Total Task Hours	Total Task Fee
PT Slab/Sleeving Coordinaiton Prior to Desing Completion - Out of Sequence	52.00	\$8,120.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	12.00	\$1,860.00
Senior Architect	\$165.00	24.00	\$3,960.00
Senior Engineering Designer	\$165.00	4.00	\$660.00
Electrical Engineer	\$160.00	4.00	\$640.00
Pre-Professional	\$125.00	8.00	\$1,000.00

Task Item #8	Total Task Hours	Total Task Fee
Attendance to Doran Design/Construction Meetings	26.00	\$3,930.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	12.00	\$1,860.00
Architect	\$125.00	6.00	\$750.00
Senior Architect	\$165.00	8.00	\$1,320.00

Task Item #9	Total Task Hours	Total Task Fee
Furniture Purchasing Assistance (Multiple Furniture Selection Meetings - 1-2 Typical, 4 Conducted)	10.00	\$1,950.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	2.00	\$310.00
Architectural Technical Leader	\$205.00	8.00	\$1,640.00

Task Item #10	Total Task Hours	Total Task Fee
Generator Design Revision - Size/Scope Increase/Re-Evaluation After Stoppage	24.00	\$3,500.00

Staff/Role	Rate	Hours	Total Fee
Senior Architectural Designer	\$155.00	8.00	\$1,240.00
Architect	\$125.00	4.00	\$500.00
Pre-Professional	\$125.00	8.00	\$1,000.00
Senior Engineer	\$190.00	4.00	\$760.00

Total Hours	675.00
Total Additional Expenses	\$0.00
Total Labor Cost	\$108,380.00
Subtotal Professional Fee and Reimbursable	\$108,380.00
Original Contract Amount	\$335,500.00
Revised Contract Amount	\$443,880.00

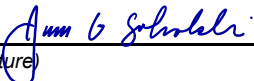
SCHEDULE IMPACT:

The following adjustments will be made to the schedule:	Additional Calendar Days	0
Work performed within this Additional Service has been performed and will not affect current schedule dates		

Approval for this additional service is requested for services provided. A Change Order to the contract will follow once LAD receives a signed copy of this document by the Owner Representative

SUBMITTED BY:

AUTHORIZATION IS GIVEN BY:



(Signature)

James G. Sokolowski, PE, Vice President
11-Apr-22

(Signature)

NAME:
Date



AGENDA SECTION	CONSENT
MEETING DATE	MAY 9, 2022

ITEM:	Approve Change Order for City Hall Snow Melt System, Project 1911									
DEPARTMENT:	Administration, Public Works, Community Development	BY/DATE: Kelli Bourgeois, Kevin Hansen, Aaron Chirpich 5/5/22								
<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
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BACKGROUND: Snow melt system Change Order

As previously discussed with the Council, the City Hall project will include a snow melt system for the public sidewalks along Central Avenue from 40th Ave to Gould Ave, and along 40th Ave from Central Ave to the Public Garage entrance. The detail of how that system will be built is now defined, with the developer installing the loop system in the sidewalk along with additional grading for the walk, wall penetrations, connecting manifolds tying in the loops and bringing those heating lines into the City’s Mechanical Room. The City will be providing the boiler and making the connections to the looped system. The developer has provided a price of \$167,116 for their portion of the work. This work will be funded partially through the project escrow outlined in the Transfer Agreement (\$12,000) and a grant obtained from the MWMO (\$131,000). Once the pricing is determined from the bids received on the general construction for the City Hall buildout, staff will make a request to the MWMO for a grant amendment to fund the entire cost of the snow melt system.

RECOMMENDED MOTION(S):
MOTION: Move to approve Change Order No. 1 amending the Transfer Agreement with Alatus in the amount of \$167,116 for a Snow Melt System for City Hall, Project 1911, to be funded partially through project escrow (\$12,000) and a grant obtained from the MWMO (\$131,000).

ATTACHMENT(S): Snow Melt System Location Change Order No. 1



Doran Construction Company, LLC
7803 Glenroy Rd Ste 200
Bloomington, Minnesota 55439
Phone: (952) 288-2000

Project: 20-683 - Alatus Columbia Heights Apts
3989 Central Avenue NE
Columbia Heights, Minnesota 55421

Prime Contract Potential Change Order #043: REVISED City Hall Snow Melt

TO:	Alatus IDS Center 80 S. 8th Street, Suite 4155 Minneapolis, Minnesota 55402	FROM:	Doran Construction Company, LLC 7803 Glenroy Rd Suite 300 Bloomington, Minnesota 55439
PCO NUMBER/REVISION:	043 / 0	CONTRACT:	1 - Alatus Columbia Heights Apts Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Garrett Stennes (Doran Construction Company, LLC)
STATUS:	Pending - In Review	CREATED DATE:	10/29/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$167,115.59

POTENTIAL CHANGE ORDER TITLE: REVISED City Hall Snow Melt

CHANGE REASON: 1.1 Out of Scope - Owner

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #102 - City Hall Snow Melt

Pricing includes snow melt system along Central Avenue and 40th Avenue:

- City Hall Snow Melt - 5,742 square feet of snow melt system along Central Ave and part of 40th Ave, outside of City Hall. No equipment or boiler venting is included, piping will run along the ceiling of level P1 and stub up into City Hall mechanical room.
 - Great West Mechanical - 150 BTUH per square foot, 861 MBH, (6) manifold cabinets in the ground along Central and the northwest corner: **\$149,143.47, no equipment included**
 - Fusion - Electrical connection for boilers and pumps: **\$0, no equipment included**
 - Goodmanson - 2" 25 PSI polystyrene rigid insulation, \$1.30 per square foot: **\$7,464.60**
 - Veit - Grading & aggregate base: **\$1,880.00**
 - Radar scanning for core drilling holes, \$100 per hole (GWM has core hole drilling included): **\$2,200.00**

City Hall Snow Melt Total: \$160,688.07 plus fee and insurance

ATTACHMENTS:

[CE 102_City Hall Snow Melt Plan.pdf](#) , [_CE 102_REVISED City Hall Snow Melt_GWM.pdf](#) , [_CE 102_Grading for Snow Melt Options_Veit.pdf](#) , [_CE 102_Insulation for Snow Melt Options_Goodmanson.pdf](#)

#	Budget Code	Description	Amount
1	22-1000.S Plumbing.Subcontracts	City Hall snow melt piping & equipment - GWM	\$149,143.47
2	32-1613.S Concrete Curbs, Gutters, Walks.Subcontracts	City Hall snow melt 2" 25 PSI insulation - Goodmanson	\$7,464.60
3	31-2000.S Earthwork.Subcontracts	City Hall snow melt grading and aggregate base - Veit	\$1,880.00



AGENDA SECTION	CONSENT
MEETING DATE	MAY 9, 2022

ITEM:	Approve Change Order No. 1 to Meyer Contracting for Central Avenue Sanitary Sewer Improvements, City Project 2204									
DEPARTMENT:	Public Works	BY/DATE: Kevin Hansen 5/4/2022								
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">_ Safe Community</td> <td style="width: 50%;">_ 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>_ 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	_ 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									
_ 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 Rehabilitation Project to Meyer Contracting. The scope of work includes the following on Central Avenue from 37th to 45th 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

The low bid cost of \$2,112,296.69 for the sewer rehab project was substantially higher than the Engineer's Estimate for the work of \$1,550,000. In an effort to reduce the overall cost of the project, staff met with Meyer Contracting following the bid award to evaluate areas where cost savings could be found. Discussion included reducing the project boundaries, switching the phasing for the traffic control from 4 phases to 2, and reducing the scope of work on Gould Avenue. The detail of the proposed changes is found on the attached Change Order No. 1, resulting in a cost savings of \$292,701.40 or 13.85 percent.

STAFF RECOMMENDATION: Move to approve Change Order No. 1 to Meyer Contracting of Shakopee, Minnesota in the amount of (-) **292,701.40** deduct for a revised contract amount of \$1,819,595.29. 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 \$ 107,300
- Sewer Operations Budget \$ 112,300
- Infrastructure Fund: \$ 239,000
- State GO Grant (sanitary sewer): \$ 61,000

The project consulting engineer is recommending award of the bid to Meyer Contracting, Inc.

RECOMMENDED MOTION(S):
MOTION: Move to approve Change Order No. 1 to Meyer Contracting, Inc. in the amount of (\$292,701.40) deduction, for a revised contract amount of \$1,819,595.29, for Central Avenue Sanitary Sewer Improvements, Project 2204.

ATTACHMENT(S): Change Order No. 1, Project 2204

Recommended by Engineer (if required)

Accepted by Contractor

By: Kevin P. Kiell
Title: Project Manager
Date: 5/3/2022

[Signature]
Project Manager
5/3/22

Authorized by Owner

By: _____
Title: _____
Date: _____



AGENDA SECTION	CONSENT
MEETING DATE	MAY 9, 2022

ITEM:	Adopt Resolution 2022-56 Being a Resolution Accepting Bids and Awarding a Contract for the 2022 Miscellaneous Concrete Repairs and Installations, City Project 2200	
DEPARTMENT:	Public Works	BY/DATE: Kevin Hansen 5/4/2022
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>		
<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: Staff prepared specifications for the Annual Miscellaneous Concrete Repair Program to replace/install concrete throughout the city. Plans and specifications were advertised for bids in LIFE on April 22, 2022, electronically on the City’s website, and through Quest Construction Data Network on April 22 and April 21, 2022 respectively. Six contractors requested a copy of the bidding documents. Three bids were received and publicly read aloud at the May 4, 2022 bid opening. A copy of the bid opening minutes is attached.

ANALYSIS/CONCLUSIONS: The low bid was submitted by Standard Sidewalk, Inc. of Blaine, Minnesota, in the amount of \$32,835.50. The unit prices are about 13% higher than the 2021 project.

Specific items replaced or repaired under the Miscellaneous Concrete Program base bid include structures such as curb and gutter, sidewalk, alley and street panels. The concrete replacement is budgeted for in the Public Works Department budgets, such as the Water Fund for repairs of damaged concrete caused by water main breaks.

Based upon the bids received, Standard Sidewalk, Inc. of Blaine, Minnesota is the low, qualified, responsible bidder. Staff is recommending award of the bid to Standard Sidewalk.

RECOMMENDED MOTION(S):
MOTION: Move to waive the reading of Resolution 2022-56, there being ample copies available to the public. MOTION: Move to adopt Resolution 2022-56 being a Resolution accepting bids and awarding the 2022 Miscellaneous Concrete Repairs and Installations, City Project No. 2200, to Standard Sidewalk, Inc. of Blaine, Minnesota, based upon their low, qualified, responsible bid in the amount of \$32,835.50 from Fund 415-6400; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

ATTACHMENTS: Resolution 2022-56
Bid Opening Minutes

A resolution of the City Council for the City of Columbia Heights, Minnesota,

WHEREAS, pursuant to an advertisement for bids for City Project No. 2200, Miscellaneous Concrete Repairs and Installations, bids were received, opened and tabulated according to law.

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

FINDINGS OF FACT

The following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Base Bid</u>
Standard Sidewalk, Inc.	\$ 32,835.50
New Look Contracting, Inc.	\$ 57,945.00
Pember Companies, Inc.	\$ 74,341.65

It appears that Standard Sidewalk, Inc. of Blaine, Minnesota is the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF COLUMBIA HEIGHTS, MINNESOTA

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Standard Sidewalk, Inc. in the name of the City of Columbia Heights, for the 2022 Miscellaneous Concrete Repairs and Installations, City Project No. 2200, for a bid amount of \$32,835.50 according to plans and specifications therefore approved by the Council.
2. The City Engineer is hereby authorized and directed to retain the deposit of the successful bidder and the next lowest bidder until the contract has been signed.
3. City Project No. 2200 shall be funded from Fund 415-6400.

ORDER OF COUNCIL

Passed this 9th day of May, 2022

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

CITY OF COLUMBIA HEIGHTS

Minutes of Bid Opening on Wednesday, May 4, 2022 at 10:00 am
2022 Miscellaneous Concrete Repairs and Installations
City Project 2200

Pursuant to an advertisement for bids for 2022 Miscellaneous Concrete Repairs and Installations, City Project 2200, an administrative meeting was held on Wednesday, May 4, 2022 at 10:00 am for the purpose of bid opening.

Attending the meeting was:

Paul Grimes, New Look Contracting, Inc.
Lori Anda, Pember Companies, Inc.
Kathy Young, Assistant City Engineer
Sue Chapman, Administrative Assistant

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Base Bid</u>
Standard Sidewalk, Inc.	\$ 32,835.50
New Look Contracting, Inc.	\$ 57,945.00
Pember Companies, Inc.	\$ 74,341.65

Respectfully submitted,

Sue Chapman
Administrative Assistant



AGENDA SECTION	CONSENT
MEETING DATE	MAY 9, 2022

ITEM:	Award of Professional Services for Construction Materials Testing for Central Avenue Sewer Manhole Improvements, Project 2204		
DEPARTMENT:	Public Works	BY/DATE:	Kevin Hansen 5/5/2022
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>			
<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: Staff regularly obtains quotes for material testing services on construction projects. Testing services include items such as compaction of subgrade (utility construction) and Class 5 aggregate base, compressive strength of concrete, and density of bituminous paving. The testing type and frequency are outlined in the State Aid Schedule of Materials Control for Local Government Agencies.

STAFF RECOMMENDATION: Staff requested proposals from geotechnical engineers to provide the construction materials testing services. The two proposals received for testing services are shown below:

- American Engineering Testing (AET): \$20,542.80 (minimum) \$31,732.80 (likely)
- Independent Testing Technologies (ITT): \$35,910.00

Actual costs are based on the time required at the project site and the number of tests. Staff recommends awarding the construction materials testing services to American Engineering Testing.

RECOMMENDED MOTION(S):
MOTION: Move to approve the proposal for Construction Materials Testing for Central Avenue Sewer Manhole Improvements, Project 2204, with American Engineering Testing, Inc. of Saint Paul, Minnesota, based on project testing requirements for an estimated cost of \$31,732.80 appropriated from Fund 652-9999-43050-2204.

CITY OF COLUMBIA HEIGHTS

FINANCE DEPARTMENT

COUNCIL MEETING OF: May 9, 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 \$1,190,951.77.

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
 CHECK DATE FROM 04/22/2022 - 05/05/2022

Item 14.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
04/28/2022	MAIN	190361	10234204	1-800-GOT-JUNK?	JUNK 4341 TYLER PLACE NE	415.6450.44000	139.26
04/28/2022	MAIN	190362	5618282	56 BREWING LLC	041222 INV	609.0000.14500	144.00
04/28/2022	MAIN	190363	SDTVLC040522	612BREW LLC	040522 INV	609.0000.14500	127.40
04/28/2022	MAIN	190364	2204-1117-5967-1	ADMIRE THE HUE PAINTING LLC DEPOSIT 4025 VAN BUREN DOOR PAINTIN	420.6317.44000.1915		111.40
04/28/2022	MAIN	190365	3562830186	AMERICAN BOTTLING COMPANY	042122 INV	609.0000.14500	656.05
		190365	3562830169		042122 INV	609.0000.14500	244.25
		190365	3562830170		042122 INV	609.0000.14500	(8.00)
							892.30
04/28/2022	MAIN	190366	7002004681	AMERICAN WATER WORKS ASSOC	2022 MEMBERSHIP DUES K HANSEN	101.3100.44330	227.00
04/28/2022	MAIN	190367	250000136580	ARAMARK UNIFORM & CAREER API	041922 MOPS,MATS,TOWELS	609.9791.44020	130.22
		190367	250000131595		041222 MOPS,MATS,TOWELS	609.9791.44020	105.58
		190367	250000126713		040522 MOPS,MATS,TOWELS	609.9791.44020	105.58
		190367	250000139222		042122 MOPS,MATS,TOWELS	609.9792.44020	89.33
		190367	250000134333		041422 MOPS,MATS,TOWELS	609.9792.44020	89.33
		190367	250000129407		040722 MOPS,MATS,TOWELS	609.9792.44020	89.33
		190367	250000138851		042122 MOPS,MATS,TOWELS	609.9793.44020	86.70
		190367	250000133966		041422 MOPS,MATS,TOWELS	609.9793.44020	86.70
		190367	250000128909		040722 MOPS,MATS,TOWELS	609.9793.44020	86.70
							869.47
04/28/2022	MAIN	190368	3530952	ARTISAN BEER COMPANY	041522 INV	609.0000.14500	1,071.65
		190368	3531733		042122 INV	609.0000.14500	878.50
							1,950.15
04/28/2022	MAIN	190369	01P67097	ASTLEFORD INTERNATIONAL	DEF SENSOR	701.0000.14120	223.37
04/28/2022	MAIN	190370	244408	BARNA GUZY & STEFFEN LTD	CIVIL CHGS 0322	101.1610.43041	4,209.00
		190370	244411		PROSECUTION 0322	101.1610.43042	9,318.00
		190370	244412		IN CUSTODY 0322	101.1610.43042	600.00
		190370	244436		PERSONNEL MATTERS 0322	101.1610.43045	105.00
		190370	244409		3989 CENTRAL LEGAL SERVICES	408.6314.43050	2,955.00
							17,187.00
04/28/2022	MAIN	190371	0105023300	BELLBOY BAR SUPPLY	042022 INV/BAGS	609.0000.14500	90.71
		190371	0104953800		040622 BAGS,INV,6PK RINGS	609.0000.14500	283.61
		190371	0104953800		040622 BAGS,INV,6PK RINGS	609.9791.42171	419.60
		190371	0105023300		042022 INV/BAGS	609.9792.42171	408.55

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
04/28/2022	MAIN	190372	0094529500	BELLBOY CORPORATION	042022 INV/DEL	609.0000.14500	1,996.55
		190372	0094530200		042022 INV/DEL	609.0000.14500	256.00
		190372	0094529900		042022 INV/DEL	609.0000.14500	324.98
		190372	0105022900		042022 BAGS, INV	609.0000.14500	72.51
		190372	0105022900		042022 BAGS, INV	609.9791.42171	230.60
		190372	0094529500		042022 INV/DEL	609.9792.42199	23.00
		190372	0094530200		042022 INV/DEL	609.9792.42199	4.00
		190372	0094529900		042022 INV/DEL	609.9792.42199	14.00
							2,921.64
04/28/2022	MAIN	190373	E-6248	BERGMAN LEDGE LLC	041322 INV	609.0000.14500	331.00
04/28/2022	MAIN	190374	17209	BLACK STACK BREWING	042022 INV	609.0000.14500	12.00
04/28/2022	MAIN	190375	INV-011142	BLUME BRAUHAUS LLC	032922 INV	609.0000.14500	102.13
04/28/2022	MAIN	190376	186161	BOURGET IMPORTS LLC	041422 INV/DEL	609.0000.14500	146.00
		190376	186161		041422 INV/DEL	609.9791.42199	3.50
							149.50
04/28/2022	MAIN	190377	04/26/2022	BRAD SORENSEN	UB refund for account: 317-0565-00-433.0000.20120		0.53
		190377	04/26/2022		UB refund for account: 317-0565-00-601.0000.20120		22.59
		190377	04/26/2022		UB refund for account: 317-0565-00-602.0000.20120		14.79
		190377	04/26/2022		UB refund for account: 317-0565-00-603.0000.20120		3.08
		190377	04/26/2022		UB refund for account: 317-0565-00-604.0000.20120		2.79
							43.78
04/28/2022	MAIN	190378	343766215	BREAKTHRU BEVERAGE MN BEER	1041922 INV 700297736	609.0000.14500	49.00
		190378	343766213		041922 INV 700297717	609.0000.14500	106.40
		190378	343676899		041122 INV 700297736	609.0000.14500	3,102.95
		190378	343676900		041122 INV 700297736	609.0000.14500	56.40
		190378	342852783		020822 INV 700297717	609.0000.14500	8,362.30
		190378	342852785		020822 INV 700297736	609.0000.14500	3,210.75
		190378	343487532		032922 INV 700297717	609.0000.14500	5,860.85
		190378	343487534		032922 INV 700297736	609.0000.14500	7,707.80
		190378	343418523		032322 INV 700297782	609.0000.14500	2,317.85
		190378	409424472		021022 INV 700297717	609.0000.14500	(92.30)
		190378	409424473		021022 INV 700297736	609.0000.14500	(24.00)
		190378	409577626		033022 INV 700297717	609.0000.14500	(276.00)
		190378	409577630		033022 INV 700297736	609.0000.14500	(65.25)
		190378	409567397		032522 INV 700297782	609.0000.14500	(16.00)
		190378	409577627		033022 INV 700297717	609.0000.14500	(12.40)
		190378	409488506		030322 INV 700297736	609.0000.14500	
		190378	409488502		030322 INV 700297717	609.0000.14500	

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
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Item 14.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		190378	409488503		030322 INV 700297717	609.0000.14500	(7.68)
		190378	409488500		030322 INV 700297717	609.0000.14500	(11.88)
		190378	409488501		030322 INV 700297717	609.0000.14500	(13.60)
		190378	409488507		030322 INV 700297736	609.0000.14500	(34.71)
		190378	409488505		030322 INV 700297736	609.0000.14500	(34.40)
		190378	409488504		030322 INV 700297736	609.0000.14500	(27.70)
		190378	409484942		030222 INV 700297782	609.0000.14500	(20.80)
		190378	409484941		030222 INV 700297782	609.0000.14500	(1.40)
		190378	409577628		033022 INV 700297717	609.0000.14500	(10.80)
							30,054.70
04/28/2022	MAIN	190379	343833467	BREAKTHRU BEVERAGE MN W&S	LJ042222 INV/DEL 700297717	609.0000.14500	96.00
		190379	343833466		042222 INV/DEL 700297717	609.0000.14500	320.00
		190379	343659319		040822 INV/DEL 700297717	609.0000.14500	189.16
		190379	343833467		042222 INV/DEL 700297717	609.9791.42199	1.15
		190379	343833466		042222 INV/DEL 700297717	609.9791.42199	8.05
		190379	343659319		040822 INV/DEL 700297717	609.9791.42199	2.30
							616.66
04/28/2022	MAIN	190380	6338	BROKEN CLOCK BREWING COOP	040622 INV	609.0000.14500	84.00
04/28/2022	MAIN	190381	2674084	CAPITOL BEVERAGE SALES LP	041322 INV	609.0000.14500	7,823.35
		190381	2677787		042122 INV	609.0000.14500	6,927.72
		190381	2673124		041122 INV	609.0000.14500	5,273.68
		190381	2675395		041822 INV	609.0000.14500	1,040.04
		190381	2677786		042122 INV	609.0000.14500	(14.08)
							21,050.71
04/28/2022	MAIN	190382	20948	CENTER FOR ENERGY & ENVIRONMENT	ENERGY AUDIT COST SHARE REIMBURSEME	204.6314.43050	50.00
04/28/2022	MAIN	190383	8000014661-5	CENTER POINT ENERGY	041422 8000014661-5	101.1940.43830	1,237.26
		190383	8000014661-5		041422 8000014661-5	101.5129.43830	1,104.94
		190383	8000014661-5		041422 8000014661-5	101.5200.43830	806.00
		190383	8000014661-5		041422 8000014661-5	601.9600.43830	301.61
		190383	8000014661-5		041422 8000014661-5	609.9791.43830	947.62
		190383	8000014661-5		041422 8000014661-5	609.9792.43830	1,073.74
		190383	8000014661-5		041422 8000014661-5	609.9793.43830	164.74
		190383	8000014661-5		041422 8000014661-5	701.9950.43830	2,324.42
							7,960.33
04/28/2022	MAIN	190384	7637894821851	CENTURYLINK	040422 763 789-4821 851	101.2100.43210	147.39
		190384	7637894821851		040422 763 789-4821 851	101.2200.43210	

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
 CHECK DATE FROM 04/22/2022 - 05/05/2022

Item 14.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
04/28/2022	MAIN	190385	393255-00	CHAMBERLAIN OIL COMPANY INC	PURUS	701.0000.14120	486.00
04/28/2022	MAIN	190386	51920	CHET'S SHOES	BOOTS	101.2200.42172	143.54
04/28/2022	MAIN	190387	4116844171	CINTAS INC	MOPS, MATS JPM 041922	101.5129.44020	91.33
04/28/2022	MAIN	190388	Q134624	CORE & MAIN LP	OMNI3 C2 WATER METER, GASKETS	601.9600.42990	2,018.69
04/28/2022	MAIN	190389	033122	COSTELLO/TOM	MILEAGE 010122-033122	609.9791.43310	85.36
04/28/2022	MAIN	190390	4002632	CRYSTAL SPRINGS ICE LLC	042222 INV	609.0000.14500	87.75
		190390	4002633		042222 INV	609.0000.14500	186.23
		190390	4002635		042222 INV	609.0000.14500	257.92
		190390	4002456		040622 INV	609.0000.14500	52.06
		190390	4002453		040622 INV	609.0000.14500	48.50
		190390	4002455		040622 INV	609.0000.14500	131.55
							764.01
04/28/2022	MAIN	190391	4992	DEEL EXTERIORS AND REMODELI	FLASHER DEPOSIT REFUND	101.0000.32150	150.00
04/28/2022	MAIN	190392	148481/1	DELEGARD TOOL CO INC	ATF REFILL KIT	701.9950.42010	310.00
04/28/2022	MAIN	190393	0129190-IN	EARL F ANDERSEN INC	TRAFFIC SAFETY BARRIER, LED FLASHER	101.3170.42171	2,765.45
04/28/2022	MAIN	190394	883394	ECM PUBLISHERS INC	RFP NOTICE REFUSE SERVICE BIDS 0325	603.9520.43500	360.00
		190394	888159		SEM APRIL 2022	609.9791.43420	188.00
		190394	888160		DIGITAL PROGAMMATIC APRIL 2022	609.9791.43420	399.50
		190394	888159		SEM APRIL 2022	609.9792.43420	148.00
		190394	888160		DIGITAL PROGAMMATIC APRIL 2022	609.9792.43420	314.50
		190394	888159		SEM APRIL 2022	609.9793.43420	64.00
		190394	888160		DIGITAL PROGAMMATIC APRIL 2022	609.9793.43420	136.00
							1,610.00
04/28/2022	MAIN	190395	90186	EHLERS & ASSOCIATES INC	REUTER WALTON TIF	408.6314.43050	2,550.00
04/28/2022	MAIN	190396	04/21/2022	ESTATE OF MARY R MAXTON	UB refund for account: 317-0440-00-	601.0000.20120	24.22
04/28/2022	MAIN	190397	MNTC5128924	FASTENAL COMPANY	"D" BATTERIES	101.3170.42171	41.56
04/28/2022	MAIN	190398	050122	FIRST NATIONAL INSURANCE	INSURANCE SERVICE 0522	884.0000.15510	1,000.00
04/28/2022	MAIN	190399	97901194	FLEETPRIDE INC	FILLER CAP/BREATHER	701.0000.14120	14.20
		190399	97726789		FILTERS	701.0000.14120	40.25
							54.45
04/28/2022	MAIN	190400	27395	FLEXIBLE PIPE TOOL CO INC	JETTER HOSE ADAPTERS	602.9600.42280	175.00
04/28/2022	MAIN	190401	31679.001_PROFORMA	FLUID INTERIORS	CITY HALL FURNITURE	411.9999.45180.1911	155,9

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04/28/2022	MAIN	190402	4342-863101	GENUINE PARTS/NAPA AUTO	WIPER BLADES	701.0000.14120	37.03
04/28/2022	MAIN	190403	610122/6	GERTENS GREENHOUSE	CONTAINER TREES	101.6102.42160	3,630.00
04/28/2022	MAIN	190404	01165905-00	GOODIN CO INC	CLAMP, CEILING FLANGE	101.5200.42171	10.76
		190404	01168980-00		CLOSET SPUD	101.5200.42171	7.82
		190404	01168971-00		VALVE, COVER, SPUD ASSY	101.5200.42171	179.91
		190404	01168184-00		CLOSET REPAIR KIT	101.5200.42171	66.41
		190404	01165005-00		BUSHING, ADAPTER	101.5200.42171	20.59
							285.49
04/28/2022	MAIN	190405	31422	GREAT AMERICAN MARINE	ZODIAC INFLATEABLE RESCUE BOAT	431.2200.45180	22,045.00
04/28/2022	MAIN	190406	3615213679	GREAT LAKES COCA-COLA DISTRI	040522 INV	609.0000.14500	977.92
04/28/2022	MAIN	190407	04/26/2022	HEIDI LEFROIS	UB refund for account: 101-0615-00-433.0000.20120		0.59
		190407	04/26/2022		UB refund for account: 101-0615-00-601.0000.20120		9.03
		190407	04/26/2022		UB refund for account: 101-0615-00-602.0000.20120		6.77
		190407	04/26/2022		UB refund for account: 101-0615-00-603.0000.20120		24.46
		190407	04/26/2022		UB refund for account: 101-0615-00-604.0000.20120		3.11
							43.96
04/28/2022	MAIN	190408	SP-035-000092	HINTERLAND CSG, LLC	041622 SOLAR GARDEN	101.2100.43810	195.93
		190408	SP-035-000092		041622 SOLAR GARDEN	101.2200.43810	195.93
							391.86
04/28/2022	MAIN	190409	496879	HOHENSTEINS INC	041522 INV	609.0000.14500	1,557.70
		190409	496885		041522 INV	609.0000.14500	60.00
		190409	496630		041522 INV	609.0000.14500	2,853.95
		190409	496654		041522 INV	609.0000.14500	542.00
							5,013.65
04/28/2022	MAIN	190410	8010702	HOME DEPOT #2802	TUBING CUTTER, BRUSH	101.3121.42171	30.44
		190410	5015873		NIPPLES, ELBOW	101.5200.42171	22.53
		190410	10451		VINYL TUBING, TAPE, NUTS, BOLTS, WA	101.5200.42171	31.36
		190410	9010588		WRENCH SET, NIPPLE, CAP	101.5200.42171	17.03
		190410	3010212		ADAPTERS, NIPPLE, PLUGS	101.5200.42171	30.63
		190410	9010550		CAPS, UNIV COMBO	101.5200.42171	16.51
		190410	9010607		NIPPLES, BRUSH	101.5200.42171	10.00
		190410	15317		COPPER PIPE, PROPANE, CAP	101.5200.42171	43.04
							201.54
04/28/2022	MAIN	190411	W61154	HORWITZ INC	REPAIR LOTO ROOFTOP UNIT	101.1940.44020	5,1
04/28/2022	MAIN	190412	04/26/2022	IAN & CATHERINE MARIN	UB refund for account: 109-0707-00-101.0000.20120		

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		190412	04/26/2022		UB refund for account: 109-0707-00-433.0000.20120		1.83
		190412	04/26/2022		UB refund for account: 109-0707-00-601.0000.20120		37.54
		190412	04/26/2022		UB refund for account: 109-0707-00-602.0000.20120		26.70
		190412	04/26/2022		UB refund for account: 109-0707-00-603.0000.20120		39.55
		190412	04/26/2022		UB refund for account: 109-0707-00-604.0000.20120		9.63
							117.08
04/28/2022	MAIN	190413	892723	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP 0722-0623 BOURGEOIS	101.1320.44330	1,344.42
04/28/2022	MAIN	190414	IN3763199	INNOVATIVE OFFICE SOLUTIONS	PRESSBOARD COVERS,TAPE,PEN REFILL,H	101.1510.42000	28.60
		190414	IN3763199		PRESSBOARD COVERS,TAPE,PEN REFILL,H	101.1940.42000	5.27
		190414	IN3713611		BINDER POCKETS	201.2400.42000	38.64
							72.51
04/28/2022	MAIN	190415	040822	ISREEPERSAUD/HEMAMALINI	REFUND DAMAGE DEP SECURITY DEP LESS	101.0000.20810	45.56
		190415	040822		REFUND DAMAGE DEP SECURITY DEP LESS	101.0000.34781	653.44
		190415	040822		REFUND DAMAGE DEP SECURITY DEP LESS	101.0000.34784	(28.00)
							671.00
04/28/2022	MAIN	190416	04/26/2022	JAMES R SULLIVAN	UB refund for account: 108-0350-00-101.0000.20120		2.17
		190416	04/26/2022		UB refund for account: 108-0350-00-433.0000.20120		2.17
		190416	04/26/2022		UB refund for account: 108-0350-00-601.0000.20120		42.68
		190416	04/26/2022		UB refund for account: 108-0350-00-602.0000.20120		30.55
		190416	04/26/2022		UB refund for account: 108-0350-00-603.0000.20120		12.53
		190416	04/26/2022		UB refund for account: 108-0350-00-604.0000.20120		11.41
							101.51
04/28/2022	MAIN	190417	04/26/2022	JAY A HARRIS	UB refund for account: 306-0455-00-603.0000.20120		125.69
04/28/2022	MAIN	190418	PB001026	JEFFERSON FIRE & SAFETY INC	TURN OUT GEAR	101.2200.42173	8,127.22
04/28/2022	MAIN	190419	3286806	JJ TAYLOR DIST OF MN	041422 INV/DEL	609.0000.14500	4,182.00
		190419	3286826		042022 INV/DEL	609.0000.14500	4,278.70
		190419	3286806		041422 INV/DEL	609.9791.42199	3.00
		190419	3286826		042022 INV/DEL	609.9792.42199	3.00
							8,466.70
04/28/2022	MAIN	190420	2031621	JOHNSON BROS. LIQUOR CO.	041422 INV	609.0000.14500	547.69
		190420	2026913		040722 INV	609.0000.14500	400.60
		190420	2026908		040722 INV	609.0000.14500	460.00
		190420	2026911		040722 INV	609.0000.14500	132.00
		190420	2026907		040722 INV	609.0000.14500	96.00
		190420	2026910		040722 INV	609.0000.14500	4
		190420	2026912		040722 INV	609.0000.14500	3

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190420		2025801			040622 INV	609.0000.14500	2,580.00
190420		2025802			040622 INV	609.0000.14500	1,128.00
190420		2025799			040622 INV	609.0000.14500	1,791.77
190420		2025800			040622 INV	609.0000.14500	504.00
190420		2025788			040622 INV	609.0000.14500	598.00
190420		2025795			040622 INV	609.0000.14500	306.00
190420		2025794			040622 INV	609.0000.14500	540.00
190420		2026901			040722 INV	609.0000.14500	923.00
190420		2026904			040722 INV	609.0000.14500	185.21
190420		2026902			040722 INV	609.0000.14500	192.00
190420		2025798			040622 INV	609.0000.14500	535.75
190420		2025790			040622 INV	609.0000.14500	2,483.75
190420		2025791			040622 INV	609.0000.14500	2,925.00
190420		2025792			040622 INV	609.0000.14500	1,950.00
190420		2025787			040622 INV	609.0000.14500	1,196.00
190420		2025793			040622 INV	609.0000.14500	504.00
190420		2025789			040622 INV	609.0000.14500	999.00
190420		2018211			032622 INV	609.0000.14500	238.35
190420		2027978			040822 INV	609.0000.14500	1,038.55
190420		2027976			040822 INV	609.0000.14500	603.88
190420		2036525			042122 INV	609.0000.14500	40.00
190420		2035380			042022 INV	609.0000.14500	40.00
190420		2035394			042022 INV	609.0000.14500	252.00
190420		2035393			042022 INV	609.0000.14500	180.00
190420		2035391			042022 INV	609.0000.14500	415.00
190420		2037597			042222 INV	609.0000.14500	497.00
190420		2037596			042222 INV	609.0000.14500	678.80
190420		2035386			042022 INV	609.0000.14500	54.00
190420		2036522			042122 INV	609.0000.14500	946.85
190420		236524			042122 INV	609.0000.14500	439.98
190420		236530			042122 INV	609.0000.14500	668.59
190420		2036528			042122 INV	609.0000.14500	200.00
190420		235392			042022 INV	609.0000.14500	265.00
190420		2036527			042122 INV	609.0000.14500	654.68
190420		2036529			042122 INV	609.0000.14500	659.55
190420		235390			042022 INV	609.0000.14500	1,122.50
190420		2035395			042022 INV	609.0000.14500	2,203.00
190420		2031620			041422 INV	609.0000.14500	310.76
190420		2030305			041322 INV	609.0000.14500	916.00
190420		2030304			041322 INV	609.0000.14500	187.00
190420		2030308			041322 INV	609.0000.14500	187.00
190420		2030307			041322 INV	609.0000.14500	187.00

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		190420	195214		040122 INV	609.0000.14500	(7.55)
		190420	196333		040722 INV	609.0000.14500	(5.38)
		190420	196332		040722 INV	609.0000.14500	(8.00)
		190420	196329		040722 INV	609.0000.14500	(139.77)
		190420	196594		040822 INV	609.0000.14500	(12.93)
		190420	197551		041522 INV	609.0000.14500	(47.32)
		190420	195213		040122 INV	609.0000.14500	(15.10)
		190420	197553		041522 INV	609.0000.14500	(96.70)
		190420	196334		040722 INV	609.0000.14500	(7.68)
		190420	2031621		041422 INV	609.9791.42199	17.53
		190420	2025795		040622 INV	609.9791.42199	5.50
		190420	2025794		040622 INV	609.9791.42199	3.38
		190420	2026901		040722 INV	609.9791.42199	9.45
		190420	2026904		040722 INV	609.9791.42199	1.35
		190420	2026902		040722 INV	609.9791.42199	2.70
		190420	2025790		040622 INV	609.9791.42199	23.76
		190420	2025791		040622 INV	609.9791.42199	21.60
		190420	2025792		040622 INV	609.9791.42199	16.20
		190420	2016159		032322 DEL	609.9791.42199	0.68
		190420	2025787		040622 INV	609.9791.42199	5.40
		190420	2025793		040622 INV	609.9791.42199	5.40
		190420	2020834		033022 DEL	609.9791.42199	0.45
		190420	2025789		040622 INV	609.9791.42199	4.05
		190420	2036525		042122 INV	609.9791.42199	1.35
		190420	2035380		042022 INV	609.9791.42199	1.35
		190420	2037597		042222 INV	609.9791.42199	5.40
		190420	2037596		042222 INV	609.9791.42199	21.08
		190420	2036522		042122 INV	609.9791.42199	19.69
		190420	236524		042122 INV	609.9791.42199	14.88
		190420	2031620		041422 INV	609.9791.42199	5.41
		190420	2030305		041322 INV	609.9791.42199	6.76
		190420	2030304		041322 INV	609.9791.42199	2.70
		190420	2026913		040722 INV	609.9792.42199	11.55
		190420	2026908		040722 INV	609.9792.42199	13.98
		190420	2026911		040722 INV	609.9792.42199	6.75
		190420	2026907		040722 INV	609.9792.42199	1.35
		190420	2026910		040722 INV	609.9792.42199	6.77
		190420	2026912		040722 INV	609.9792.42199	5.40
		190420	2025801		040622 INV	609.9792.42199	28.35
		190420	2025802		040622 INV	609.9792.42199	8.10
		190420	2025799		040622 INV	609.9792.42199	
		190420	2025800		040622 INV	609.9792.42199	

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		190420	2016172		032322 DEL	609.9792.42199	0.67
		190420	2025788		040622 INV	609.9792.42199	2.70
		190420	2035394		042022 INV	609.9792.42199	2.70
		190420	2035393		042022 INV	609.9792.42199	1.35
		190420	2035391		042022 INV	609.9792.42199	7.43
		190420	236530		042122 INV	609.9792.42199	18.94
		190420	2036528		042122 INV	609.9792.42199	6.75
		190420	235392		042022 INV	609.9792.42199	8.11
		190420	2036527		042122 INV	609.9792.42199	10.82
		190420	2036529		042122 INV	609.9792.42199	6.76
		190420	235390		042022 INV	609.9792.42199	6.75
		190420	2035395		042022 INV	609.9792.42199	18.90
		190420	2030308		041322 INV	609.9792.42199	1.35
		190420	2030307		041322 INV	609.9792.42199	2.70
		190420	2025798		040622 INV	609.9793.42199	10.50
		190420	2016165		032322 DEL	609.9793.42199	0.34
		190420	2018211		032622 INV	609.9793.42199	10.50
		190420	2027978		040822 INV	609.9793.42199	12.15
		190420	2027976		040822 INV	609.9793.42199	9.45
		190420	2035386		042022 INV	609.9793.42199	1.35
							35,196.18
04/28/2022	MAIN	190421	04/26/2022	JOSH SILER	UB refund for account: 102-0330-00-433.0000.20120		0.63
		190421	04/26/2022		UB refund for account: 102-0330-00-601.0000.20120		20.82
		190421	04/26/2022		UB refund for account: 102-0330-00-602.0000.20120		13.96
		190421	04/26/2022		UB refund for account: 102-0330-00-603.0000.20120		3.67
		190421	04/26/2022		UB refund for account: 102-0330-00-604.0000.20120		3.33
							42.41
04/28/2022	MAIN	190422	166682	KENNEDY & GRAVEN	REUTER WALTON TIF	408.6314.43050	723.75
04/28/2022	MAIN	190423	023-10311-000-000	CLEO A DALY COMPANY INC	CITY HALL DESIGN THRU 040122	411.9999.43050.1911	3,820.05
04/28/2022	MAIN	190424	04/26/2022	LORRAINE GOETZ	UB refund for account: 313-0080-00-433.0000.20120		4.04
		190424	04/26/2022		UB refund for account: 313-0080-00-601.0000.20120		50.76
		190424	04/26/2022		UB refund for account: 313-0080-00-602.0000.20120		39.59
		190424	04/26/2022		UB refund for account: 313-0080-00-603.0000.20120		23.30
		190424	04/26/2022		UB refund for account: 313-0080-00-604.0000.20120		21.23
							138.92
04/28/2022	MAIN	190425	13354	LUCID BREWING LLC	040522 INV	609.0000.14500	300.00
04/28/2022	MAIN	190426	SP-150-000016	MADISON ENERGY INVESTMENTS	041622 SOLAR GARDEN	101.2100.43810	1
		190426	SP-151-000016		041622 SOLAR GARDEN	101.2100.43810	1

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		190426	SP-150-000016		041622 SOLAR GARDEN	101.2200.43810	143.00
		190426	SP-151-000016		041622 SOLAR GARDEN	101.2200.43810	131.83
							549.66
04/28/2022	MAIN	190427	SP-001-000157	MADISON ENERGY INVESTMENTS	1041622 SOLAR GARDEN	101.1940.43810	76.81
04/28/2022	MAIN	190428	INV9814356	MARCO, INC	DOWN PAYMENT CAMERA INSTILL 4025 VA	420.6317.43050.1915	12,568.48
04/28/2022	MAIN	190429	14508	MARTIN-MCALLISTER INC	PUBLIC SFTY ASSESSMENTS & PERSONNEL	101.2100.43050	3,700.00
04/28/2022	MAIN	190430	04/26/2022	MARY J OLSON	UB refund for account: 311-0415-00-433.0000.20120		1.82
		190430	04/26/2022		UB refund for account: 311-0415-00-601.0000.20120		26.37
		190430	04/26/2022		UB refund for account: 311-0415-00-602.0000.20120		19.94
		190430	04/26/2022		UB refund for account: 311-0415-00-603.0000.20120		10.48
		190430	04/26/2022		UB refund for account: 311-0415-00-604.0000.20120		9.54
							68.15
04/28/2022	MAIN	190431	627030	MCDONALD DISTRIBUTING CO	041522 INV	609.0000.14500	593.75
		190431	041422 MC DIS		041422 INV	609.0000.14500	(110.00)
							483.75
04/28/2022	MAIN	190432	13749	MEGA BEER LLC	041322 INV	609.0000.14500	165.00
04/28/2022	MAIN	190433	65001	MENARDS CASHWAY LUMBER-FRIDLOCK WASHER, HEX NUTS		101.2200.42171	5.68
		190433	66108		GLOVES, KNIFE, PICK SET, TAPE	101.3121.42171	41.71
		190433	66012		PINCHCLAMP, P-TRAP	101.5200.42171	9.57
		190433	66175		SLIP JOINT NUT & WASHER	101.5200.42171	5.38
		190433	65748		LEAF RAKE	101.5200.42171	19.98
		190433	66203		SAFETY HASPS, SCHACKLES, BRACES	101.5200.42171	51.59
		190433	66232		BLADES, VINYL TUBING	601.9600.42171	24.77
							158.68
04/28/2022	MAIN	190434	708620	MIDWAY FORD	OIL COOLER	701.0000.14120	76.89
04/28/2022	MAIN	190435	132868	MINNEAPOLIS SAW CO INC	PRUNER HOLSTER	101.5200.42171	10.50
04/28/2022	MAIN	190436	E-30448	MODIST BREWING CO LLC	041422 INV	609.0000.14500	236.70
04/28/2022	MAIN	190437	56993	MOHAWK LIFTS LLC	QUICK CLAMP WINGNUT, COLLET KIT, BA	701.9950.42010	3,937.93
		190437	56816		WHEEL BALANCER	701.9950.45180	14,999.99
							18,937.92
04/28/2022	MAIN	190438	040222	NORDLUND/JOHN	UNIFORM REIMBURSEMENT 040222	101.5200.42172	134.97
		190438	032922		UNIFORM REIMBURSEMENT 032922	101.5200.42172	49.98

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
04/28/2022	MAIN	190439	90179	NORTHEASTER	RFP NOTICE REFUSE SERVICE BIDS	0323 603.9520.43500	60.00
04/28/2022	MAIN	190440	7308	OLIPHANT BREWING LLC	041322 INV	609.0000.14500	47.50
04/28/2022	MAIN	190441	0001220235	ON SITE SANITATION INC	SATELLITE RENT MCKENNA HOCKEY	101.5129.44100	116.00
		190441	0001236151		SATELLITE RENT MCKENNA HOCKEY	101.5129.44100	(87.00)
							29.00
04/28/2022	MAIN	190442	265389	PARK SUPPLY OF AMERICA, INC	TOILET VALVE	101.5200.42171	201.46
		190442	265367		CLOSET REPAIR KIT	101.5200.42171	80.76
		190442	265424		BOWL GASKET, FLOOR BOLTS	101.5200.42171	13.08
		190442	266313		HANDLES & VALVES	701.9950.42171	49.78
							345.08
04/28/2022	MAIN	190443	040922	PEREZ/RUBY MIRANDA	REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.20810	24.72
		190443	040922		REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.34781	346.90
							371.62
04/28/2022	MAIN	190444	122336	PERFORMANCE PLUS LLC	ANNUAL FIT TESTS 2021	101.2200.43050	1,647.00
		190444	122418		PHYSICAL, DRUG TEST BC	101.2200.43050	343.00
							1,990.00
04/28/2022	MAIN	190445	6383209	PHILLIPS WINE & SPIRITS INC	042022 INV	609.0000.14500	72.00
		190445	6383208		042022 INV	609.0000.14500	215.00
		190445	6383210		042022 INV	609.0000.14500	1,643.75
		190445	6379476		041322 INV	609.0000.14500	484.54
		190445	6381330		041522 INV	609.0000.14500	565.00
		190445	6379478		041322 INV	609.0000.14500	990.00
		190445	6379479		041322 INV	609.0000.14500	92.25
		190445	6379475		041322 INV	609.0000.14500	80.00
		190445	6380500		041422 INV	609.0000.14500	458.45
		190445	6380499		041422 INV	609.0000.14500	157.50
		190445	6379476		041322 INV	609.9791.42199	6.75
		190445	6379475		041322 INV	609.9791.42199	1.35
		190445	6380500		041422 INV	609.9791.42199	5.40
		190445	6380499		041422 INV	609.9791.42199	1.35
		190445	6383209		042022 INV	609.9792.42199	1.35
		190445	6383208		042022 INV	609.9792.42199	2.20
		190445	6383210		042022 INV	609.9792.42199	33.75
		190445	6381330		041522 INV	609.9792.42199	28.33
		190445	6379478		041322 INV	609.9792.42199	14.85
		190445	6379479		041322 INV	609.9792.42199	

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04/28/2022	MAIN	190446	01CK8228	PIONEER RIM & WHEEL CO.	TAILLIGHTS, INSERTS, WIRE	701.0000.14120	78.82
04/28/2022	MAIN	190447	318734091	PREMIUM WATERS INC	041922 WATER	609.9792.42171	13.50
04/28/2022	MAIN	190448	16664611	QUADIENT LEASING USA, INC.	SUPPLIES	101.1940.42171	42.72
04/28/2022	MAIN	190449	5001488472	RED BULL DISTRIBUTION CO INC	041822 INV	609.0000.14500	206.00
		190449	5001460935		041422 INV	609.0000.14500	510.00
		190449	2002262841		041422 INV	609.0000.14500	206.00
							922.00
04/28/2022	MAIN	190450	04/26/2022	ROBERT & AMANDA PITTMAN	UB refund for account: 304-0550-00-433.0000.20120		0.61
		190450	04/26/2022		UB refund for account: 304-0550-00-601.0000.20120		22.53
		190450	04/26/2022		UB refund for account: 304-0550-00-602.0000.20120		9.14
		190450	04/26/2022		UB refund for account: 304-0550-00-603.0000.20120		3.51
		190450	04/26/2022		UB refund for account: 304-0550-00-604.0000.20120		3.19
							38.98
04/28/2022	MAIN	190451	IA21951	RUFFRIDGE-JOHNSON EQUIP. INC	SPRAY GUN KIT	701.0000.14120	116.11
		190451	IA21951A		HOSE REEL	701.0000.14120	685.53
							801.64
04/28/2022	MAIN	190452	123121	SAUNDERS/STEPHEN	MILEAGE 100121-123121	609.9791.43310	64.68
04/28/2022	MAIN	190453	033122	SAUNDERS/STEPHEN	MILEAGE 010122-033122	609.9791.43310	54.06
04/28/2022	MAIN	190454	2022CI-68752	SAVE ON EVERYTHING INC	1/4 PAGE AD MAY 2022	609.9791.43420	232.28
		190454	2022CI-68752		1/4 PAGE AD MAY 2022	609.9792.43420	182.86
		190454	2022CI-68752		1/4 PAGE AD MAY 2022	609.9793.43420	79.08
							494.22
04/28/2022	MAIN	190455	8105864329	SCHINDLER ELEVATOR CORP INC	PREVENT MAINT 0222	101.1940.44020	70.74
		190455	8105919224		PREVENT MAINT 0422	101.1940.44020	70.74
		190455	8105864330		PREVENT MAINT 0222	101.5129.44020	70.74
		190455	8105919225		PREVENT MAINT 0422	101.5129.44020	70.74
		190455	8105861936		PREVENT MAINT 0222	609.9791.44020	176.20
		190455	8105917071		PREVENT MAINT 0422	609.9791.44020	176.20
							635.36
04/28/2022	MAIN	190456	421607	SHORT ELLIOT HENDRICKSON INC	37TH PLACE NE TRAIL DESIGN	402.3191.43050.2306	1,060.64
		190456	423696		37TH AVE WM CONST SVCS	651.9999.43050.2203	1,443.65
							2,504.29
04/28/2022	MAIN	190457	2202980	SOUTHERN GLAZER'S	042122 INV/DEL	609.0000.14500	2,200.00
		190457	2202979		042122 INV/DEL	609.0000.14500	2,200.00

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		190457	2202970		042122 INV/DEL	609.0000.14500	96.00
		190457	2202971		042122 INV/DEL	609.0000.14500	380.00
		190457	2202972		042122 INV/DEL	609.0000.14500	2,884.00
		190457	2202977		042122 INV/DEL	609.0000.14500	65.98
		190457	2202978		042122 INV/DEL	609.0000.14500	82.00
		190457	2202975		042122 INV/DEL	609.0000.14500	862.00
		190457	2202974		042122 INV/DEL	609.0000.14500	102.00
		190457	2200463		041422 INV/DEL	609.0000.14500	6,634.60
		190457	2200461		041422 INV/DEL	609.0000.14500	725.00
		190457	2200462		041422 INV/DEL	609.0000.14500	80.00
		190457	2197881		040722 INV/DEL	609.0000.14500	274.60
		190457	2202970		042122 INV/DEL	609.9791.42199	1.28
		190457	2202971		042122 INV/DEL	609.9791.42199	8.96
		190457	2202972		042122 INV/DEL	609.9791.42199	72.96
		190457	2200461		041422 INV/DEL	609.9791.42199	11.84
		190457	2200462		041422 INV/DEL	609.9791.42199	1.49
		190457	5083130		040122 DEL	609.9791.42199	1.28
		190457	2197881		040722 INV/DEL	609.9791.42199	7.68
		190457	2202980		042122 INV/DEL	609.9792.42199	6.40
		190457	2202979		042122 INV/DEL	609.9792.42199	69.12
		190457	2202977		042122 INV/DEL	609.9792.42199	0.43
		190457	2202978		042122 INV/DEL	609.9792.42199	1.39
		190457	2202975		042122 INV/DEL	609.9792.42199	8.96
		190457	2202974		042122 INV/DEL	609.9792.42199	2.56
		190457	2200463		041422 INV/DEL	609.9792.42199	63.36
		190457	2202973		042122 DEL	609.9792.42199	2.56
							14,907.55
04/28/2022	MAIN	190458	45131	STEEL TOE BREWING LLC	040522 INV	609.0000.14500	266.00
04/28/2022	MAIN	190459	40442	THREE RIVERS PARK DISTRICT	YOUTH TRIP TO SILVERWOOD	262.5016.43050	84.50
04/28/2022	MAIN	190460	A00253	TRI-STATE BOBCAT INC	POLY SKID KIT	701.0000.14120	929.84
04/28/2022	MAIN	190461	93927	TRUST IN US, LLC.	DRUG SCREEN COLL FEE	101.1320.43050	29.00
04/28/2022	MAIN	190462	1025-F211969	VIKING AUTOMATIC SPRINKLER	FLOW SWITCH JPM	101.5129.44020	1,010.00
04/28/2022	MAIN	190463	0302543-IN	VINOPIA INC	042022 INV/DEL	609.0000.14500	560.00
		190463	0301518-IN		040622 INV/DEL	609.0000.14500	166.13
		190463	0302543-IN		042022 INV/DEL	609.9791.42199	10.00
		190463	0301518-IN		040622 INV/DEL	609.9791.42199	5.00
04/28/2022	MAIN	190464	CH-04192022	VIRIDI INVESTMENTS LLC	041922 SOLAR POWER	609.9791.43810	

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04/28/2022	MAIN	190465	9133506	WASTE MANAGEMENT OF WI-MN	IREFUSE AND RECYCLING 0322	603.9510.42910	98,506.96
		190465	9133506		REFUSE AND RECYCLING 0322	603.9510.42920	22,283.66
		190465	9133506		REFUSE AND RECYCLING 0322	603.9510.42930	24,524.68
		190465	9133506		REFUSE AND RECYCLING 0322	603.9540.43050	122.80
							145,438.10
04/28/2022	MAIN	190466	202070	WINE COMPANY/THE	042022 INV/DEL	609.0000.14500	680.00
		190466	202070		042022 INV/DEL	609.9791.42199	10.00
							690.00
04/28/2022	MAIN	190467	78172	WOLD ARCHTIECTS AND ENGINEE	JPM FACILITY CONDITION ANALYSIS	411.9970.43050	4,131.92
04/28/2022	MAIN	190468	0959714495	XCEL ENERGY (N S P)	040722 51-5047554-2	101.2100.43810	1,704.46
		190468	0959714495		040722 51-5047554-2	101.2200.43810	1,704.46
		190468	0962299176		042022 51-4350334-8	101.5129.43810	833.87
		190468	0961134282		041422 51-7654903-4	101.5200.43810	195.97
		190468	0960504467		041222 51-5950185-0	101.5200.43810	142.15
		190468	0960199175		041122 51-8335213-4	609.9791.43810	62.60
							4,643.51
04/28/2022	MAIN	190469	002649	XCEL ENERGY SOLUTIONS	SOLAR SUBSCRIPTION 0322	601.9600.43810	182.00
04/28/2022	MAIN	190470	04/26/2022	YOUA LEE	UB refund for account: 103-0565-00-433.0000.20120		1.60
		190470	04/26/2022		UB refund for account: 103-0565-00-601.0000.20120		94.27
		190470	04/26/2022		UB refund for account: 103-0565-00-602.0000.20120		64.75
		190470	04/26/2022		UB refund for account: 103-0565-00-603.0000.20120		18.56
		190470	04/26/2022		UB refund for account: 103-0565-00-604.0000.20120		8.45
							187.63
04/28/2022	MAIN	190471	9007263835	ZEP MANUFACTURING COMPANY	FILTERS, SOLVENT	701.0000.14120	1,646.24
04/28/2022	MAIN	37 (A)	12595138	ALLIED UNIVERSAL SECURITY	SECURITY 040222-040422	101.5129.43050	448.00
		37 (A)	12615722		SECURITY 040922-041022	101.5129.43050	104.00
							552.00
05/05/2022	MAIN	190472	10218326	1-800-GOT-JUNK?	JUNK 4959 5TH ST NE	415.6450.44000	1,095.89
		190472	10262616		JUNK 981 43 1/2 AVE NE	415.6450.44000	139.26
		190472	10262515		JUNK 3808 RESERVIOR BLVD	415.6450.44000	1,095.89
		190472	10262471		JUNK 4300 NE CENTRAL AVE	415.6450.44000	567.76
		190472	10236026		JUNK 4959 5TH ST NE	415.6450.44000	2,381.39
		190472	10262691		JUNK 980 44TH AVE NE	415.6450.44000	139.26
		190472	10233985		JUNK 1349 & 1351 CIRCLE TERRACE BLV	415.6450.44000	2
		190472	10236369		JUNK 4358 JEFFERSON ST NE	415.6450.44000	6

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							6,278.59
05/05/2022	MAIN	190473	56184022	56 BREWING LLC	042022 INV	609.0000.14500	236.00
05/05/2022	MAIN	190474	18294	AAA AWARDS	NAME PLATES	101.1110.44330	24.00
05/05/2022	MAIN	190475	43864/R	ACE HARDWARE	FASTENERS	601.9600.42171	1.50
05/05/2022	MAIN	190476	208955	ADVANCED GRAPHIX INC	MAGNETIC BADGE DECAL	101.2100.42171	35.50
05/05/2022	MAIN	190477	69441	AID ELECTRIC SERVICE INC	REPAIR WATER VALVE	101.5129.44020	412.68
		190477	69435		REPLACE BALLAST	240.5500.44020	221.50
							634.18
05/05/2022	MAIN	190478	10574	ALTA	AWARD OF MERIT - EMPLOYEE AWARD	101.2100.42171	98.00
05/05/2022	MAIN	190479	196397	AMERICAN CYLINDER INC	FIRE EXTINGUISHER SVC,CERTIFICATION	101.1940.44000	123.34
		190479	196400		FIRE EXTINGUISHER SVC,CERTIFICATION	609.9791.44000	45.12
							168.46
05/05/2022	MAIN	190480	250000141458	ARAMARK UNIFORM & CAREER AP	042622 MOPS,MATS,TOWELS	609.9791.44020	105.58
		190480	250000144152		042822 MOPS,MATS,TOWELS	609.9792.44020	89.33
		190480	250000143561		042822 MOPS,MATS,TOWELS	609.9793.44020	86.70
							281.61
05/05/2022	MAIN	190481	17-000091	ARES NEE HOLDINGS, LLC	021822 SOLAR GARDEN	609.9791.43810	599.85
		190481	17-000107		031722 SOLAR GARDEN	609.9791.43810	1,003.63
		190481	17-000122		042622 SOLAR GARDEN	609.9791.43810	1,413.05
		190481	17-000091		021822 SOLAR GARDEN	609.9792.43810	327.63
		190481	17-000107		031722 SOLAR GARDEN	609.9792.43810	688.92
		190481	17-000122		042622 SOLAR GARDEN	609.9792.43810	505.41
							4,538.49
05/05/2022	MAIN	190482	345	ARTEDUTC LLC	MANDALAS DRAWING WORKSHOP SPRING 20	262.5016.43050	1,120.00
05/05/2022	MAIN	190483	3532062	ARTISAN BEER COMPANY	042222 INV	609.0000.14500	2,587.00
05/05/2022	MAIN	190484	292270	ASPEN MILLS, INC.	PANTS, SHIRTS, EMBROIDERY, PATCHES	101.2100.42172	222.80
		190484	292269		PANTS, SHIRTS, EMBROIDERY, PATCHES	101.2100.42172	222.80
		190484	292478		PANTS	101.2100.42172	119.90
		190484	292130		POLOS, EMBROIDERY, SWEATER	101.2100.42172	163.40
		190484	292128		VEST CARRIER, MOLLE SYSTEM, EMBROID	101.2100.42172	286.70
		190484	292089		NEW OFFICER UNIFORMS TDOUGALL	101.2100.42172	1,370.30
		190484	292885		BOOTS, CAP, EMBROIDERY	101.2100.42172	193.00
		190484	292706		UNIFORMS CSO BAUMGARDNER	101.2100.42172	8
		190484	292467		PANTS, SHIRTS, PATCHES, EMBROIDERY	101.2200.42172	2

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							3,714.36
05/05/2022	MAIN	190485	8463	BAA PRINTING SOLUTIONS INC	BUSINESS CARDS AND NAME BADGE	101.1320.42030	36.04
		190485	8463		BUSINESS CARDS AND NAME BADGE	101.1320.42171	30.42
		190485	8463		BUSINESS CARDS AND NAME BADGE	201.2400.42030	36.04
							102.50
05/05/2022	MAIN	190486	2036664781	BAKER & TAYLOR	BOOK ORDER	240.5500.42180	434.14
		190486	2036655766		BOOK ORDER	240.5500.42180	529.28
		190486	2036668525		BOOK ORDER	240.5500.42180	541.16
		190486	2036682037		BOOK ORDER	240.5500.42180	564.21
		190486	2036661367		BOOK ORDER	240.5500.42180	53.62
		190486	2036654257		BOOK ORDER	240.5500.42180	15.31
							2,137.72
05/05/2022	MAIN	190487	042422	BALISTRIERI/JAKE	UNIFORM REIMBURSEMENT	101.5200.42172	163.95
05/05/2022	MAIN	190488	0105057500	BELLBOY BAR SUPPLY	042722 INV	609.0000.14500	260.03
05/05/2022	MAIN	190489	0094527600	BELLBOY CORPORATION	042022 INV/DEL	609.0000.14500	1,652.80
		190489	0094530400		042022 INV/DEL	609.0000.14500	216.85
		190489	0094628100		042722 INV/DEL	609.0000.14500	2,703.00
		190489	0094635600		042722 INV/DEL	609.0000.14500	2,629.89
		190489	0094628500		042722 INV/DEL	609.0000.14500	2,160.00
		190489	0094628600		042722 INV/DEL	609.0000.14500	1,080.00
		190489	0094527600		042022 INV/DEL	609.9791.42199	23.00
		190489	0094530400		042022 INV/DEL	609.9791.42199	4.00
		190489	0094628100		042722 INV/DEL	609.9791.42199	26.00
		190489	0094635600		042722 INV/DEL	609.9791.42199	18.00
		190489	0094628500		042722 INV/DEL	609.9791.42199	20.00
		190489	0094628600		042722 INV/DEL	609.9793.42199	10.00
							10,543.54
05/05/2022	MAIN	190490	17210	BLACK STACK BREWING	042022 INV	609.0000.14500	221.00
		190490	17301		042722 INV	609.0000.14500	12.00
							233.00
05/05/2022	MAIN	190491	186537	BOURGET IMPORTS LLC	042822 INV/DEL	609.0000.14500	60.00
		190491	186538		042822 INV/DEL	609.0000.14500	60.00
		190491	186537		042822 INV/DEL	609.9791.42199	1.75
		190491	186538		042822 INV/DEL	609.9792.42199	1.75
							123.50
05/05/2022	MAIN	190492	343788602	BREAKTHRU BEVERAGE MN BEER	1042022 INV 700297782	609.0000.14500	4,1

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		190492	343854232		042622 INV 700297736	609.0000.14500	7,447.75
		190492	343854231		042622 INV 700297717	609.0000.14500	142.80
							11,742.75
05/05/2022	MAIN	190493	343726092	BREAKTHRU BEVERAGE MN W&S	LJ041422 INV/DEL 700297717	609.0000.14500	2,319.07
		190493	343833464		042222 INV/DEL 700297717	609.0000.14500	4,446.36
		190493	343833468		042222 INV/DEL 700297717	609.0000.14500	273.00
		190493	343726097		041422 INV/DEL 700297736	609.0000.14500	1,274.41
		190493	343833472		042222 INV/DEL 700297736	609.0000.14500	121.50
		190493	343833471		042222 INV/DEL 700297736	609.0000.14500	322.55
		190493	343833473		042222 INV/DEL 700297736	609.0000.14500	702.00
		190493	343833470		042222 INV/DEL 700297736	609.0000.14500	1,615.65
		190493	343833465		042222 INV/DEL 700297717	609.0000.14500	196.66
		190493	343921562		042922 INV/DEL 700297717	609.0000.14500	840.00
		190493	409645007		042022 INV/DEL 700297717	609.0000.14500	(291.42)
		190493	409645008		042022 INV/DEL 700297736	609.0000.14500	(148.60)
		190493	343726092		041422 INV/DEL 700297717	609.9791.42199	48.30
		190493	343833464		042222 INV/DEL 700297717	609.9791.42199	29.71
		190493	343833468		042222 INV/DEL 700297717	609.9791.42199	5.75
		190493	343833465		042222 INV/DEL 700297717	609.9791.42199	8.05
		190493	343921562		042922 INV/DEL 700297717	609.9791.42199	10.45
		190493	409645007		042022 INV/DEL 700297717	609.9791.42199	(6.90)
		190493	343726097		041422 INV/DEL 700297736	609.9792.42199	10.35
		190493	343833472		042222 INV/DEL 700297736	609.9792.42199	1.15
		190493	343833471		042222 INV/DEL 700297736	609.9792.42199	5.75
		190493	343833473		042222 INV/DEL 700297736	609.9792.42199	6.90
		190493	343833470		042222 INV/DEL 700297736	609.9792.42199	11.50
		190493	409645008		042022 INV/DEL 700297736	609.9792.42199	(1.15)
							11,801.04
05/05/2022	MAIN	190494	6405	BROKEN CLOCK BREWING COOP	042722 INV	609.0000.14500	42.00
05/05/2022	MAIN	190495	10318088-00	BUILDING FASTENERS INC	SCREWS, BOLTS, WASHERS, NUTS	101.3170.42171	38.53
05/05/2022	MAIN	190496	041822	BURNETTE/AMBER	BIRDSCAPING BASICS	240.5500.43050	35.00
05/05/2022	MAIN	190497	508446525	BUSINESS JOURNAL/THE	ONE YEAR SUBSCRIPTION	240.5500.42181	150.00
05/05/2022	MAIN	190498	2677210	CAPITOL BEVERAGE SALES LP	042022 INV	609.0000.14500	4,939.10
		190498	2680594		042822 INV	609.0000.14500	2,777.90
		190498	2677209		042022 INV	609.0000.14500	(195.54)
							7,521.46
05/05/2022	MAIN	190499	CHPD2022-4	CARDINAL INVESTIGATIONS	EMPLOYMENT BACKGROUND	101.2100.43050	9

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05/05/2022	MAIN	190500	4117338686	CINTAS INC	TOWELS, AIR FRESH 042222	101.2100.44020	14.00
		190500	4117338686		TOWELS, AIR FRESH 042222	101.2200.44020	14.00
		190500	4117338560		UNIFORM RENTAL 042222	701.9950.42172	30.79
							58.79
05/05/2022	MAIN	190501	042022	COMMISSIONER OF TRANSPORTAT	MNDOT ADA CONSTRUCTION BLUND, LETSC	101.3100.43105	150.00
05/05/2022	MAIN	190502	3921960	DALCO ENTERPRISES INC	TWLS, TP, WIPES, CLNR, LNR	101.2100.42171	110.92
		190502	3921960		TWLS, TP, WIPES, CLNR, LNR	101.2200.42171	110.93
							221.85
05/05/2022	MAIN	190503	802217608	DIAMOND VOGEL PAINTS	TRAFFIC PAINT	101.3170.42171	2,516.25
		190503	802217764		TRAFFIC PAINT PRICE ADJUSTMENT	101.3170.42171	(528.75)
							1,987.50
05/05/2022	MAIN	190504	223	EMERGENCY TECHNICAL DECON	TURNOUT GEAR CLEANING	101.2200.43050	267.00
05/05/2022	MAIN	190505	0490497	FERGUSON WATERWORKS INC	HYDRANT OIL	601.9600.42171	96.75
05/05/2022	MAIN	190506	01169970-00	GOODIN CO INC	GASKET, WASHER	101.5200.42171	3.37
05/05/2022	MAIN	190507	MN00111379	GRAPE BEGINNINGS INC	041922 INV/DEL	609.0000.14500	350.00
		190507	MN00111965		042822 INV	609.0000.14500	816.00
		190507	MN00111379		041922 INV/DEL	609.9791.42199	1.00
							1,167.00
05/05/2022	MAIN	190508	3615213929	GREAT LAKES COCA-COLA DISTRI	042522 INV	609.0000.14500	716.90
05/05/2022	MAIN	190509	498555	HOHENSTEINS INC	042222 INV	609.0000.14500	2,574.60
		190509	498784		042222 INV	609.0000.14500	3,146.00
		190509	498576		042222 INV	609.0000.14500	608.60
							6,329.20
05/05/2022	MAIN	190510	11705	HOME DEPOT #2802	FILTERS	101.3121.42171	39.94
		190510	5012252		SCREWS	101.5200.42171	13.96
		190510	11683		CHAINS, WD40	101.5200.42171	31.44
		190510	3511862		SOCKET EXTS, TOOL BAGS, FASTENERS	601.9600.42171	36.34
		190510	3511862		SOCKET EXTS, TOOL BAGS, FASTENERS	602.9600.42171	36.34
							158.02
05/05/2022	MAIN	190511	W61484	HORWITZ INC	REPLACE COMPRESSOR, CONTROL BOARD	101.1940.44020	2,897.03
		190511	C009966		BUILDING MAINTENANCE 0422-0622	101.1940.44020	2,472.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	101.2100.44020	1,111.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	101.2200.44020	1,111.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	101.5129.44020	1,773.00

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		190511	C009966		BUILDING MAINTENANCE 0422-0622	101.5200.44020	250.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	240.5500.44020	2,722.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	601.9600.44020	25.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	602.9600.44020	75.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	609.9791.44020	824.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	609.9792.44020	724.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	609.9793.44020	275.00
		190511	C009966		BUILDING MAINTENANCE 0422-0622	701.9950.44020	1,074.00
							15,359.03
05/05/2022	MAIN	190512	IN139676	JEFFERSON FIRE & SAFETY INC CLASS A FOAM		101.2200.42171	380.00
05/05/2022	MAIN	190513	3286828	JJ TAYLOR DIST OF MN	042122 INV/DEL	609.0000.14500	1,842.25
		190513	3286829		042122 INV/DEL	609.0000.14500	4,721.95
		190513	3286846		042722 INV/DEL	609.0000.14500	5,502.75
		190513	3286829		042122 INV/DEL	609.9791.42199	3.00
		190513	3286846		042722 INV/DEL	609.9792.42199	3.00
		190513	3286828		042122 INV/DEL	609.9793.42199	3.00
							12,075.95
05/05/2022	MAIN	190514	3067	JL THEIS, INC.	44TH AVE RETAINING WALL REPAIR	212.3190.44000	10,344.00
05/05/2022	MAIN	190515	2030306	JOHNSON BROS. LIQUOR CO.	041322 INV	609.0000.14500	157.50
		190515	2032613		041522 INV	609.0000.14500	488.00
		190515	2030302		041322 INV	609.0000.14500	157.50
		190515	2031630		041422 INV	609.0000.14500	1,384.32
		190515	2031629		041422 INV	609.0000.14500	1,012.04
		190515	2031628		041422 INV	609.0000.14500	1,540.60
		190515	2031619		041422 INV	609.0000.14500	150.15
		190515	2035383		042022 INV	609.0000.14500	1,485.04
		190515	2035384		042022 INV	609.0000.14500	610.00
		190515	2035382		042022 INV	609.0000.14500	205.00
		190515	2035381		042022 INV	609.0000.14500	155.88
		190515	2035379		042022 INV	609.0000.14500	222.67
		190515	2035378		042022 INV	609.0000.14500	157.50
		190515	2036521		042122 INV	609.0000.14500	419.19
		190515	2036523		042122 INV	609.0000.14500	47.00
		190515	2036520		042122 INV	609.0000.14500	81.00
		190515	2035385		042022 INV	609.0000.14500	1,423.00
		190515	2035387		042022 INV	609.0000.14500	190.67
		190515	2035388		042022 INV	609.0000.14500	64.00
		190515	2023339		040122 INV	609.0000.14500	1,100.00
		190515	2021998		033122 INV	609.0000.14500	4,000.00

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		190515	2035377		042022 INV	609.0000.14500	1,260.49
		190515	195677		040422 INV	609.0000.14500	(1,105.26)
		190515	2030302		041322 INV	609.9791.42199	1.46
		190515	2035383		042022 INV	609.9791.42199	10.80
		190515	2035384		042022 INV	609.9791.42199	6.75
		190515	2035382		042022 INV	609.9791.42199	3.04
		190515	2035381		042022 INV	609.9791.42199	2.70
		190515	2035379		042022 INV	609.9791.42199	2.70
		190515	2035378		042022 INV	609.9791.42199	1.35
		190515	2036521		042122 INV	609.9791.42199	5.40
		190515	2036523		042122 INV	609.9791.42199	1.35
		190515	2036520		042122 INV	609.9791.42199	1.35
		190515	2023339		040122 INV	609.9791.42199	8.10
		190515	2021998		033122 INV	609.9791.42199	36.45
		190515	2035377		042022 INV	609.9791.42199	8.10
		190515	195677		040422 INV	609.9791.42199	(8.10)
		190515	2030303		041322 DEL	609.9792.42199	0.11
		190515	2030306		041322 INV	609.9792.42199	1.35
		190515	2032613		041522 INV	609.9792.42199	9.45
		190515	2031630		041422 INV	609.9792.42199	24.31
		190515	2031629		041422 INV	609.9792.42199	13.50
		190515	2031628		041422 INV	609.9792.42199	6.75
		190515	2031619		041422 INV	609.9792.42199	1.35
		190515	2035385		042022 INV	609.9793.42199	10.80
		190515	2035387		042022 INV	609.9793.42199	2.70
		190515	2035388		042022 INV	609.9793.42199	1.35
							15,396.71
05/05/2022	MAIN	190516	167287	KENNEDY & GRAVEN	PURCHASE AGREEMENT 5229/5233 UNIV A	609.9794.45120	1,151.00
05/05/2022	MAIN	190517	44589	LUPULIN BREWING CO	042622 INV	609.0000.14500	156.70
05/05/2022	MAIN	190518	340798	M AMUNDSON CIGAR & CANDY CO	042922 INV	609.0000.14500	2,536.13
05/05/2022	MAIN	190519	P06836	MAC QUEEN EQUIPMENT LLC	EXTINGUISHER BRACKETS	101.2200.42171	256.00
05/05/2022	MAIN	190520	INV9857032	MARCO, INC	COPY MAINT SERVICES	240.5500.44000	154.02
		190520	INV9847940		PRINTER MAINT SERVICES	240.5500.44000	43.21
							197.23
05/05/2022	MAIN	190521	627726	MCDONALD DISTRIBUTING CO	042222 INV	609.0000.14500	269.75
		190521	627995		042222 INV	609.0000.14500	721.50

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05/05/2022	MAIN	190522	66233	MENARDS CASHWAY LUMBER-FRIDIFILTERS, ADHESIVE, WD-40		101.2100.42171	46.27
		190522	66812		CAT AND DOG FOOD	101.2100.42171	29.97
		190522	66819		RETURN CAT AND DOG FOOD	101.2100.42171	(29.97)
		190522	66445		TACK OIL STRAINERS	101.3121.42171	5.96
		190522	66568		HAND TRUCK, TAPE	101.3121.42171	79.93
		190522	66995		HOOKS	101.3121.42171	59.94
		190522	66477		CEDAR 1X4	101.5200.42171	62.32
		190522	66411		PUTTY	101.5200.42171	1.47
							255.89
05/05/2022	MAIN	190523	884953	MICROMARKETING, LLC	AUDIOBOOK ORDER	240.5500.42185	275.35
05/05/2022	MAIN	190524	501961133	MIDWEST TAPE	DVD ORDER	240.5500.42189	443.05
05/05/2022	MAIN	190525	0000107475	MINNESOTA PETROLEUM SRVC IN(OPW NANO GAS TANK MONITOR WITH PROB		701.9950.44020	9,429.70
05/05/2022	MAIN	190526	131	MINNESOTA STATE FIRE DEPT A:	CONFERENCE REGISTRATION	101.2200.43105	240.00
05/05/2022	MAIN	190527	12176	MN DEPT OF HEALTH	CLASS C LICENSE BARTOLIC	601.9600.44390	23.00
		190527	14475		CLASS C LICENSE BURNS	601.9600.44390	23.00
							46.00
05/05/2022	MAIN	190528	337900-9200	MN HIGHWAY SAFETY & RESEARCIEVOC/PIT REFRESHER HYBRID OFCRS WEI		101.2100.43105	910.00
05/05/2022	MAIN	190529	4689	MNDRIVERSMANUALS.COM	MN DRIVERS MANUALS	240.5500.42180	54.45
05/05/2022	MAIN	190530	234635858001	OFFICE DEPOT	PAPER, MARKERS, FILE BOXES	101.2100.42000	174.74
		190530	238839007001		TONER	101.2100.42000	332.26
							507.00
05/05/2022	MAIN	190531	0001312378	ON SITE SANITATION INC	SATELLITE RENT-HUSET	101.5200.44100	214.00
		190531	0001312377		SATELLITE RENT-HUSET	101.5200.44100	68.00
		190531	0001312376		SATELLITE RENT-RAMSDELL	101.5200.44100	146.00
		190531	0001312375		SATELLITE RENT-PRESTEMON	101.5200.44100	68.00
		190531	0001312374		SATELLITE RENT-GAUVITTE	101.5200.44100	68.00
		190531	0001312373		SATELLITE RENT-LABELLE	101.5200.44100	62.00
		190531	0001312372		SATELLITE RENT-KEYES	101.5200.44100	62.00
		190531	0001312371		SATELLITE RENT-SULLIVAN	101.5200.44100	140.00
		190531	0001312370		SATELLITE RENT-MCKENNA	101.5200.44100	124.00
		190531	0001312369		SATELLITE RENT-HUSET	101.5200.44100	220.00
		190531	0001310341		SATELLITE RENT-GAUVITTE	101.5200.44100	27.43
		190531	0001310340		SATELLITE RENT-HUSET	101.5200.44100	27.43
		190531	0001310339		SATELLITE RENT-LOMIANKI	101.5200.44100	27.43
		190531	0001310338		SATELLITE RENT-HUSET	101.5200.44100	1
		190531	0001310337		SATELLITE RENT-RAMSDELL	101.5200.44100	

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		190531	0001310336		SATELLITE RENT-PRESTEMON	101.5200.44100	27.43
							1,455.71
05/05/2022	MAIN	190532	5635	OPG-3 INC	FAST TRACK PERMITWORKS UPDATE	201.2400.43050	370.00
05/05/2022	MAIN	190533	163399	PAUSTIS & SONS WINE COMPANY	042722 INV/DEL	609.0000.14500	1,319.25
		190533	163399		042722 INV/DEL	609.9791.42199	20.00
							1,339.25
05/05/2022	MAIN	190534	122457	PERFORMANCE PLUS LLC	PHYSICAL, DRUG TEST	101.2200.43050	343.00
05/05/2022	MAIN	190535	6383206	PHILLIPS WINE & SPIRITS INC	042022 INV	609.0000.14500	107.50
		190535	6383205		042022 INV	609.0000.14500	639.75
		190535	6383203		042022 INV	609.0000.14500	356.50
		190535	6383204		042022 INV	609.0000.14500	928.00
		190535	6383205		042022 INV	609.9791.42199	4.39
		190535	6383203		042022 INV	609.9791.42199	4.05
		190535	6383204		042022 INV	609.9791.42199	8.10
		190535	6383206		042022 INV	609.9793.42199	1.35
							2,049.64
05/05/2022	MAIN	190536	1020468932	PITNEY BOWES INC	TAPE STRIPS	101.2200.43220	59.49
05/05/2022	MAIN	190537	PAJ2022	POLISH AMERICAN JOURNAL	ONE YEAR SUBSCRIPTION	240.5500.42181	25.00
05/05/2022	MAIN	190538	318736770	PREMIUM WATERS INC	042022 WATER	609.9791.42171	9.00
05/05/2022	MAIN	190539	W-36022	PRYES BREWING COMPANY LLC	042622 INV	609.0000.14500	386.33
05/05/2022	MAIN	190540	1289	RAPID GRAPHICS & MAILING	NOTECARDS, ENVELOPES	101.2100.42030	320.00
05/05/2022	MAIN	190541	3086188-00	REINDERS INC	LAWN SEED, PESTICIDE	101.5200.42160	1,104.00
		190541	3086188-00		LAWN SEED, PESTICIDE	101.5200.42161	814.37
							1,918.37
05/05/2022	MAIN	190542	MN52278	SMALL LOT MN	042722 INV/DEL	609.0000.14500	1,326.36
		190542	MN52278		042722 INV/DEL	609.9791.42199	15.00
							1,341.36
05/05/2022	MAIN	190543	2202962	SOUTHERN GLAZER'S	042122 INV/DEL	609.0000.14500	1,104.81
		190543	2202964		042122 INV/DEL	609.0000.14500	674.70
		190543	2202965		042122 INV/DEL	609.0000.14500	351.60
		190543	2202967		042122 INV/DEL	609.0000.14500	270.00
		190543	2202968		042122 INV/DEL	609.0000.14500	65.98
		190543	2202969		042122 INV/DEL	609.0000.14500	6
		190543	2205635		042822 INV/DEL	609.0000.14500	5

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190543		2205654	2205654		042822 INV/DEL	609.0000.14500	79.92
190543		2205653	2205653		042822 INV/DEL	609.0000.14500	84.00
190543		2205646	2205646		042822 INV/DEL	609.0000.14500	3,611.75
190543		2205644	2205644		042822 INV/DEL	609.0000.14500	225.00
190543		2205649	2205649		042822 INV/DEL	609.0000.14500	1,214.50
190543		2205648	2205648		042822 INV/DEL	609.0000.14500	94.80
190543		2205647	2205647		042822 INV/DEL	609.0000.14500	2,671.50
190543		2205652	2205652		042822 INV/DEL	609.0000.14500	554.40
190543		2205655	2205655		042822 INV/DEL	609.0000.14500	89.97
190543		2205656	2205656		042822 INV/DEL	609.0000.14500	86.96
190543		2205657	2205657		042822 INV/DEL	609.0000.14500	269.96
190543		2205634	2205634		042822 INV/DEL	609.0000.14500	464.75
190543		2205633	2205633		042822 INV/DEL	609.0000.14500	554.40
190543		2205632	2205632		042822 INV/DEL	609.0000.14500	225.00
190543		2205637	2205637		042822 INV/DEL	609.0000.14500	2,671.50
190543		2205638	2205638		042822 INV/DEL	609.0000.14500	94.80
190543		2205639	2205639		042822 INV/DEL	609.0000.14500	67.75
190543		2205640	2205640		042822 INV/DEL	609.0000.14500	1,214.50
190543		2205641	2205641		042822 INV/DEL	609.0000.14500	89.97
190543		2205642	2205642		042822 INV/DEL	609.0000.14500	86.96
190543		2205643	2205643		042822 INV/DEL	609.0000.14500	269.96
190543		2202962	2202962		042122 INV/DEL	609.9791.42199	12.16
190543		2202964	2202964		042122 INV/DEL	609.9791.42199	4.48
190543		2202965	2202965		042122 INV/DEL	609.9791.42199	8.32
190543		2202967	2202967		042122 INV/DEL	609.9791.42199	5.12
190543		2202968	2202968		042122 INV/DEL	609.9791.42199	0.43
190543		2202969	2202969		042122 INV/DEL	609.9791.42199	8.96
190543		2205635	2205635		042822 INV/DEL	609.9791.42199	19.20
190543		2205634	2205634		042822 INV/DEL	609.9791.42199	5.12
190543		2205633	2205633		042822 INV/DEL	609.9791.42199	10.24
190543		2205632	2205632		042822 INV/DEL	609.9791.42199	1.28
190543		2205637	2205637		042822 INV/DEL	609.9791.42199	17.92
190543		2205638	2205638		042822 INV/DEL	609.9791.42199	0.96
190543		2205639	2205639		042822 INV/DEL	609.9791.42199	1.28
190543		2205640	2205640		042822 INV/DEL	609.9791.42199	14.08
190543		2205641	2205641		042822 INV/DEL	609.9791.42199	1.28
190543		2205642	2205642		042822 INV/DEL	609.9791.42199	0.43
190543		2205643	2205643		042822 INV/DEL	609.9791.42199	2.56
190543		2205654	2205654		042822 INV/DEL	609.9792.42199	6.40
190543		2205653	2205653		042822 INV/DEL	609.9792.42199	1.28
190543		2205646	2205646		042822 INV/DEL	609.9792.42199	
190543		2205644	2205644		042822 INV/DEL	609.9792.42199	

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
 CHECK DATE FROM 04/22/2022 - 05/05/2022

Item 14.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		190543	2205649		042822 INV/DEL	609.9792.42199	14.08
		190543	2205648		042822 INV/DEL	609.9792.42199	0.96
		190543	2205647		042822 INV/DEL	609.9792.42199	17.92
		190543	2205652		042822 INV/DEL	609.9792.42199	10.24
		190543	2205655		042822 INV/DEL	609.9792.42199	1.28
		190543	2205656		042822 INV/DEL	609.9792.42199	0.43
		190543	2205657		042822 INV/DEL	609.9792.42199	2.56
							18,603.21
05/05/2022	MAIN	190544	45326	STEEL TOE BREWING LLC	042122 INV	609.0000.14500	184.00
05/05/2022	MAIN	190545	I1563582	STREICHER'S GUN'S INC/DON	VEST CARRIER, NAME TAG	101.2100.42172	232.99
		190545	I1561742		TOURNIQUET CASE IFARAH	101.2100.42172	39.99
		190545	CM292202		RETURN TOURNIQUET CASE	101.2100.42172	(39.99)
							232.99
05/05/2022	MAIN	190546	54596	SUBURBAN AUTO BODY INC	REPAIR #8141 CA206556	884.2100.42281	4,554.94
05/05/2022	MAIN	190547	M27239	TIMESAVER OFF SITE SECRETR	:CITY COUNCIL MINUTES 032822	101.1410.43050	154.00
05/05/2022	MAIN	190548	E-1777	URSA MINOR BREWING LLC	042622 INV	609.0000.14500	230.64
05/05/2022	MAIN	190549	210442-2	VEIT COMPANY INC	ASBESTOS CHANGE ORDER ROOT PROPERTY	202.6355.43050	21,882.63
05/05/2022	MAIN	190550	9903099774	VERIZON WIRELESS	040122 542000689-00001	101.2100.43211	1,684.82
		190550	9903897223		041022 742128747-00001	101.2100.43250	743.09
		190550	9903099774		040122 542000689-00001	101.2200.43211	247.26
		190550	9903062052		040122 342019817-00001	101.3100.43211	240.01
		190550	9903062052		040122 342019817-00001	101.3121.43211	124.07
		190550	9903099774		040122 542000689-00001	101.5000.43211	41.21
		190550	9903062052		040122 342019817-00001	101.5200.43211	124.08
		190550	9903062052		040122 342019817-00001	101.6102.43211	51.25
		190550	9903062052		040122 342019817-00001	601.9600.43211	218.97
		190550	9903062052		040122 342019817-00001	602.9600.43211	218.97
		190550	9903062052		040122 342019817-00001	604.9600.43211	61.25
		190550	9903062052		040122 342019817-00001	701.9950.43211	51.25
		190550	9903062052		040122 342019817-00001	705.9970.43211	51.25
							3,857.48
05/05/2022	MAIN	190551	0302941-IN	VINOPIA INC	042722 INV/DEL	609.0000.14500	112.75
		190551	0302544-IN		042022 INV/DEL	609.0000.14500	631.00
		190551	0302942-IN		042722 INV/DEL	609.0000.14500	112.75
		190551	0302941-IN		042722 INV/DEL	609.9791.42199	2.50
		190551	0302544-IN		042022 INV/DEL	609.9792.42199	
		190551	0302942-IN		042722 INV/DEL	609.9792.42199	

100

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
 CHECK DATE FROM 04/22/2022 - 05/05/2022

Item 14.

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							871.50
05/05/2022	MAIN	190552	100516352	WARD/ANDRA	BOOT REIMBURSEMENT 040322	101.5200.42173	200.00
05/05/2022	MAIN	190553	0962338680	XCEL ENERGY (N S P)	042022 51-7085831-0	101.1940.43810	1,707.89
		190553	774976469		040822 51-4217828-3	101.2200.43810	62.03
		190553	51-4159573-1		041422 51-4159573-1	101.3121.43810	73.54
		190553	51-4159573-1		041422 51-4159573-1	101.3160.43810	13,038.47
		190553	51-4159573-1		041422 51-4159573-1	101.5200.43810	661.60
		190553	51-4159573-1		041422 51-4159573-1	212.3190.43810	524.43
		190553	51-4159573-1		041422 51-4159573-1	601.9600.43810	1,186.16
		190553	51-4159573-1		041422 51-4159573-1	602.9600.43810	590.06
		190553	51-4159573-1		041422 51-4159573-1	603.9530.43810	108.59
		190553	51-4159573-1		041422 51-4159573-1	604.9600.43810	18.78
		190553	51-4159573-1		041422 51-4159573-1	701.9950.43810	424.47
							18,396.02
05/05/2022	MAIN	190554	715640	ZILLMER/JACKIE	TRAINING - ACCOUNTING & REPORTING F101.1510.43105		85.00
				TOTAL - ALL FUNDS	TOTAL OF 195 CHECKS		805,066.70

Check Register Report For City Of Columbia Heights
 For Check Dates 04/22/2022 to 05/05/2022

Item 14.

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
04/22/2022	PR	90423	UNION 49	630.00	630.00	0.00	Cleared
04/22/2022	PR	90424	DELTA DENTAL OF MINNESOTA	10,083.27	10,083.27	0.00	Open
04/22/2022	PR	90425	SUN LIFE FINANCIAL	2,009.86	2,009.86	0.00	Cleared
04/22/2022	PR	90426	SUN LIFE FINANCIAL	1,793.68	1,793.68	0.00	Cleared
04/22/2022	PR	90427	MEDICA HEALTH PLANS	2,392.00	2,392.00	0.00	Open
04/22/2022	PR	90428	MEDICA	131,735.53	131,735.53	0.00	Open
04/22/2022	PR	90429	MEDICA	299.00	299.00	0.00	Open
04/22/2022	PR	90430	NCPERS GROUP LIFE INS MBR BEN	448.00	448.00	0.00	Open
04/22/2022	PR	90431	FIDELITY SECURITY LIFE INSURANCE COMPANY	377.48	377.48	0.00	Open
04/22/2022	PR	90432	SUN LIFE FINANCIAL	994.75	994.75	0.00	Cleared
04/22/2022	PR	90433	INSCCU	112.00	112.00	0.00	Open
04/22/2022	PR	EFT566	COL HTS LOCAL 1216	200.00	200.00	0.00	Cleared
04/22/2022	PR	EFT567	COLHTS FIREFIGHTER ASSN	230.00	230.00	0.00	Cleared
04/22/2022	PR	EFT568	MSRS MNDGP PLAN 650251	3,375.57	3,375.57	0.00	Cleared
04/22/2022	PR	EFT569	HSA BANK	8,281.05	8,281.05	0.00	Cleared
04/22/2022	PR	EFT570	VANTAGEPOINT TRANSFER 457	20,853.28	20,853.28	0.00	Cleared
04/22/2022	PR	EFT571	IRS	92,181.40	92,181.40	0.00	Cleared
04/22/2022	PR	EFT572	PERA 397400	87,328.90	87,328.90	0.00	Cleared
04/22/2022	PR	EFT573	COL HGTS POLICE ASSN	142.50	142.50	0.00	Cleared
04/22/2022	PR	EFT574	VANTAGEPOINT TRANSFER AGENTS	724.81	724.81	0.00	Cleared
04/22/2022	PR	EFT575	VANTAGEPOINT TRANSFER -401	2,232.23	2,232.23	0.00	Cleared
04/22/2022	PR	EFT576	STATE OF MN TAX	18,753.29	18,753.29	0.00	Cleared
04/22/2022	PR	EFT577	AFSCME COUNCIL 5	486.28	486.28	0.00	Cleared
04/22/2022	PR	EFT578	MN GARNISHMENTS	220.19	220.19	0.00	Cleared
Totals:			Number of Checks: 024	385,885.07	385,885.07	0.00	
Total Physical Checks:			11				
Total Check Stubs:			13				



CITY COUNCIL MEETING

AGENDA SECTION	PUBLIC HEARING
MEETING DATE	MAY 9, 2022

ITEM:	Consideration of Resolution No. 2022-53 for a Conditional Use Permit and Variance for the Public Safety Site Perimeter Security Fence located at 825 41 st Avenue NE		
DEPARTMENT:	Community Development	BY/DATE:	Minerva Hark, City Planner / May 4, 2022
CITY STRATEGY:	<i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>		
<input checked="" type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Strong Infrastructure/Public Services
<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population		
<input type="checkbox"/> Equity and Affordability			
<input type="checkbox"/> Opportunities for Play and Learning			

INTRODUCTION

The City of Columbia Heights has applied for a Conditional Use Permit and Variance for the property located at 825 41st Avenue NE. The project site is home to the City's Police and Fire Departments, which was constructed in the year 2009. The applicant proposes to construct 8-foot-high perimeter security fencing in order to improve the overall security and safety of the Public Safety campus. The proposed fencing on the western and a portion of the eastern property lines will be black steel palisade anti-scale fencing with the top turned outwards. The property's proposed rear fencing will be chain link, with north and south chain link pivot gates that meet the pavement. No fencing is proposed along the site's front property line.

ZONING ORDINANCE

The subject property is located in the PO – Public and Open Space Zoning District. It is adjacent to a Planned Unit Development (PUD #2021-01) to the north, One- and Two-Family Residential District (R-2A) to the west, and Multiple-Family Residential District to the east (R-4) and the south (R-3).

Since the site is directly adjacent to residential zoning districts, the fencing itself is considered "residential." Per City Code §9.106(E)(2), fences exceeding six feet in height shall be deemed structures and shall require a Conditional Use Permit. The Zoning Ordinance further requires that fences cannot exceed seven feet in height. Because the proposed fence exceeds this height, a Variance is also requested.

COMPREHENSIVE PLAN

The Comprehensive Plan guides this area for Institutional Use, which is consistent with its current use as the City's Public Safety campus. The proposed perimeter security fencing is compatible with the institutional use guided for this site by the Comprehensive Plan.

FINDINGS OF FACT

Section 9.104 (H) of the Zoning Code outlines nine conditions that must be met in order for the City to grant 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.**

City Code §9.106(E)(2) stipulates that residential fences that exceed six feet in height shall require a Conditional Use Permit. This application is consistent with the requirements of the Code.

(b) The use is in harmony with the general purpose and intent of the comprehensive plan.

The Comprehensive Plan guides this property for institutional use. Installing a perimeter security fence around the City's Public Safety Building is in harmony with the purpose and intent of the Comprehensive Plan.

(c) The use will not impose hazards or disturbing influences on neighboring properties.

The proposed 8-foot height perimeter security fencing should not cause hazards or disturbing influences on neighboring properties.

(d) The use will not substantially diminish the use of property in the immediate vicinity.

The proposed project should not diminish the use of the property in the immediate vicinity.

(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 proposed black steel fencing is of high-quality material that is under 25% opaque. Additionally, the proposed chain link fencing will also have very low opaqueness, which will contribute to preserving the current appearance and character of the neighborhood.

(f) The use and property upon which the use is located are adequately served by essential public facilities and services.

This is correct.

(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.

This is correct. The fencing should not affect traffic congestion on public streets or on-site traffic circulation.

(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.

This is correct. The fencing should not cause a negative cumulative effect.

(i) The use complies with all other applicable regulations for the district in which it is located.

This is correct. The fence will be constructed of approved fencing materials per the Zoning Ordinance and State Building Code.

Additionally, Section 9.104 (G) of the Zoning Code outlines five conditions that must be met in order for the City to grant Variance. They are as follows:

(a) Because of the particular physical surroundings, or the shape, configuration, topography, or other conditions of the specific parcel of land involved, strict adherence to the provisions of this article would cause practical difficulties in conforming to the zoning ordinance. The applicant, however, is proposing to use the property in a reasonable manner not permitted by the zoning ordinance.

The parcel in question serves as the home of the City's Police and Fire Departments. The public safety use warrants a two-foot increase in allowable fence height and is permissible by the zoning ordinance through the Variance process.

(b) The conditions upon which the variance is based are unique to the specific parcel of land involved and are generally not applicable to other properties within the same zoning classification.

The specific parcel of land in question serves as the City’s sole public safety center, making the conditions unique to the parcel.

(c) The practical difficulties are caused by the provisions of this article and have not been created by any person currently having a legal interest in the property.

The variance allowing additional height on the fence will help improve the overall security and safety of the Public Safety campus.

(d) The granting of the variance is in harmony with the general purpose and intent of the Comprehensive Plan.

The property is guided for institutional use. The proposal is consistent with the general purpose and intent of the Comprehensive Plan.

(e) The granting of the variance will not be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements in the vicinity.

It does not appear that the 8-foot fencing proposed for this site would be detrimental to the public welfare or affect the overall enjoyment, use or value of the property in the area.

SUMMARY / RECOMMENDATION

The applicant is requesting a Conditional Use Permit and Variance to construct 8-foot fencing around the perimeter of the City’s Public Safety Campus located at 825 41st Avenue NE. In review of the application, Staff finds the Conditional Use Permit and Variance requests to be reasonable and will not negatively impact the health, safety, or welfare of the City, its residents, and property owners. On May 3, 2022, the Planning Commission unanimously voted (with two absences) to recommend approval to the City Council on this matter. Staff recommends that the City Council approve the Conditional Use Permit and Variance as presented, subject to certain conditions.

RECOMMENDED MOTION(S):
MOTION: Move to close the public hearing and waive the reading of Resolution No. 2022-53, there being ample copies available to the public.
MOTION: Move to approve Resolution No. 2022-53, a resolution approving a Conditional Use Permit and Variance for the Public Safety site perimeter security fence to be located at 825 41 st Avenue NE, subject to the conditions stated in the resolution.

ATTACHMENT(S):

- Resolution No. 2022-53
- Applications
- Site Plan
- Fence Specifications

RESOLUTION NO. 2022-53

A resolution of the City Council for the City of Columbia Heights, Minnesota, approving a Conditional Use Permit and a Variance for the property located in the City of Columbia Heights, MN;

WHEREAS, a proposal (Planning Case # 2022-0501) has been submitted by the City of Columbia Heights to the City Council requesting approval of Conditional Use Permit and a Variance at the following location:

ADDRESS: 825 41st Avenue NE (PID 35-30-24-14-0151)

LEGAL DESCRIPTION: On file at City Hall

THE APPLICANT SEEKS THE FOLLOWING: A Conditional Use Permit and a Variance approval to allow for an eight-foot-high perimeter safety fence to be installed around the property located at 825 41st Avenue NE

WHEREAS, the Planning Commission held a public hearing as required by the City Zoning Code on May 3, 2022; and

WHEREAS, the City Council has considered the advice and recommendations of the Planning Commission regarding the effect of the proposed Conditional Use Permit and Variance 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 area; and

NOW, THEREFORE, BE IT RESOLVED, 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 adopts the following findings:

FINDINGS OF FACT – *Conditional Use Permit*

- (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.
- (b) The use is in harmony with the general purpose and intent of the comprehensive plan.
- (c) The use will not impose hazards or disturbing influences on neighboring properties.
- (d) The use will not substantially diminish the use of the property in the immediate vicinity.
- (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.

- (f) The use and property upon which the use is located are 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.
- (h) The use will not cause a negative cumulative effect, when consider in conjunction with the cumulative effect of other uses in the immediate vicinity.
- (i) The use complies with all other applicable regulations for the districts in which it is located.

FINDINGS OF FACT – *Variance*

- (a) Because of the particular physical surroundings, or the shape, configuration, topography, or other conditions of the specific parcel of land involved, strict adherence to the provisions of this article would cause practical difficulties in conforming to the zoning ordinance. The applicant, however, is proposing to use the property in a reasonable manner not permitted by the zoning ordinance.
- (b) The conditions upon which the variance is based are unique to the specific parcel of land involved and are generally not applicable to other properties within the same zoning classification.
- (c) The practical difficulties are caused by the provisions of this article and have not been created by any person currently having a legal interest in the property.
- (d) The granting of the variance is in harmony with the general purpose and intent of the Comprehensive Plan.
- (e) The granting of the variance will not be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development or value of property or improvements in the vicinity.

FURTHER, BE IT RESOLVED, that the conditions of approval, plans, and other information shall become part of the Conditional Use Permit and Variance approval; and in granting the approval of the Conditional Use Permit and Variance, the City and the applicant agree that the 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. This approval is subject to certain conditions that have been found to be necessary to protect the public interest and ensure compliance with the provisions of the Zoning and Development Ordinance, including:

CONDITIONS OF APPROVAL

1. The site plan included in this submittal shall become part of this approval.
2. The applicant shall submit a building permit application for review and approval prior to construction.
3. Fences greater than seven feet in height shall be of an engineered design and capable of

- withstanding the applicable wind loads in the Minnesota State Building Code.
4. All other applicable local, state, and federal requirements shall be met at all times.

ORDER OF COUNCIL

Passed this 9th day of May, 2022

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

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 825 41st Ave NE
Project Address/Location: _____
Legal Description of property: LOT 1 BLOCK 1 NORTHWESTERN 2ND ADD

Present use of property: Public Safety Building
Proposed conditional use of property: Increased security fence height

PROPERTY OWNER (As it appears on property title):
Company/Individual (please print): City of Columbia Heights
Contact Person (please print): Erik Johnston
Mailing Address: Same as property address
City: _____ State: _____ Zip: _____
Daytime Phone: 763-706-8131 Cell Phone: _____
E-mail Address: _____
Signature/Date: Erik Johnston Digitally signed by Erik Johnston
Date: 2022.03.31 15:27:16 -05'00'

APPLICANT:
Company/Individual (please print): City of Columbia Heights
Contact Person (please print): Erik Johnston
Mailing Address: Same as property address
City: _____ State: _____ Zip: _____
Daytime Phone: 763-706-8131 Cell Phone: _____
E-mail Address: _____
Signature/Date: Erik Johnston Digitally signed by Erik Johnston
Date: 2022.03.31 15:27:39 -05'00'

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: <u>2022-0501</u>	
APPLICATION REC'D BY: <u>MNH</u>	DATE APPLICATION REC'D: <u>3/30/22</u>
\$500 APPLICATION FEE REC'D: <u>n/a</u>	RECEIPT NUMBER: <u>n/a</u>

Approved by Planning & Zoning Commission on _____

Approved by City Council on _____

COLUMBIA HEIGHTS

Community Development Department
590 40th Ave. NE, Columbia Heights, MN 55421

VARIANCE APPLICATION (ALL OTHERS) ORDINANCE NO. 9.104 (G)

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: 825 41st Avenue NE
Legal Description: LOT 1 BLOCK 1 Northwestern 2nd Add

Present use of property Public Safety Building
Proposed use of property Increased security fence height

PROPERTY OWNER (As it appears on property title):

Name: City of Columbia Heights
Mailing Address: 590 40th Avenue NE
City: Columbia Heights State: MN Zip: 55421
Daytime Phone: 763-706-8131 Cell Phone: _____
E-mail Address: _____

Signature/Date: 

APPLICANT:

Company Name (please print): City of Columbia Heights
Contact Person (please print): Erik Johnston
Mailing Address: 825 41st Avenue NE
City: Columbia Heights, MN State: MN Zip: 55421
Daytime Phone: 763-706-8131 Cell Phone: _____
Email Address: _____

Signature/Date: _____

COLUMBIA HEIGHTS

REASON FOR REQUEST *(Please attach a written narrative describing the Variance being requested. The narrative should fully explain the hardship (s) that justifies variation from the strict application of the Code. The terms "hardship" or "undue hardship" typically refer to physical characteristics of the property, such as shape, soil conditions, or topography. Neither mere inconvenience, nor reduction in value alone, is sufficient to justify a variance. The inability to put property to its highest and best use is not considered a hardship or practical difficulty. The problem that justifies the variance must be caused by conditions unique to the property and beyond the control of the applicant. The applicant cannot create the condition that requires the variance.)*

FOR OFFICE USE ONLY

CASE NO: 2022-0501

APPLICATION REC'D BY: MNH

DATE APPLICATION REC'D: 4/1/22

\$500.00 APPLICATION FEE REC'D: n/a

RECEIPT NUMBER: n/a

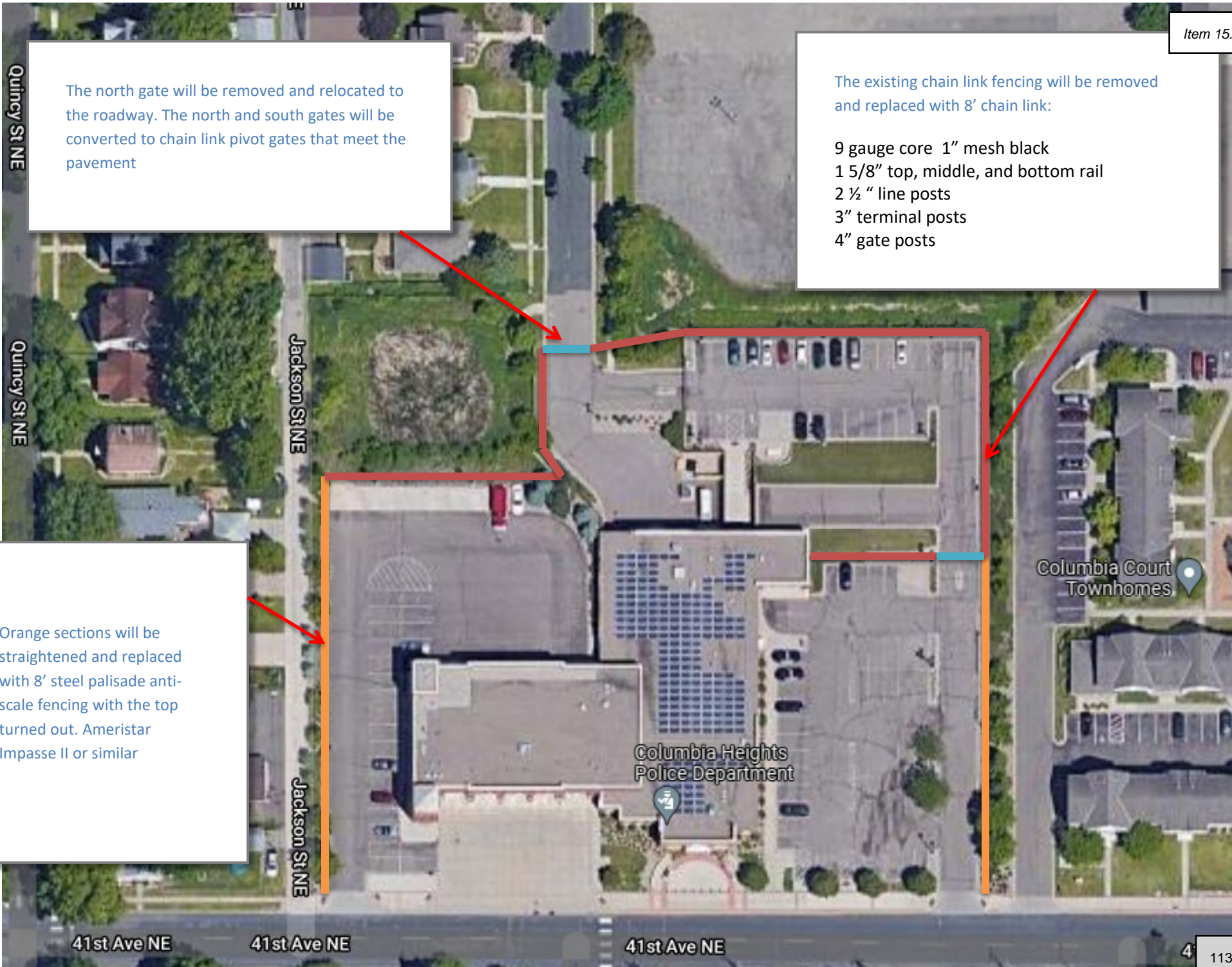
Approved by Planning & Zoning Commission on _____

Approved by City Council on _____

The north gate will be removed and relocated to the roadway. The north and south gates will be converted to chain link pivot gates that meet the pavement

The existing chain link fencing will be removed and replaced with 8' chain link:
9 gauge core 1" mesh black
1 5/8" top, middle, and bottom rail
2 1/2" line posts
3" terminal posts
4" gate posts

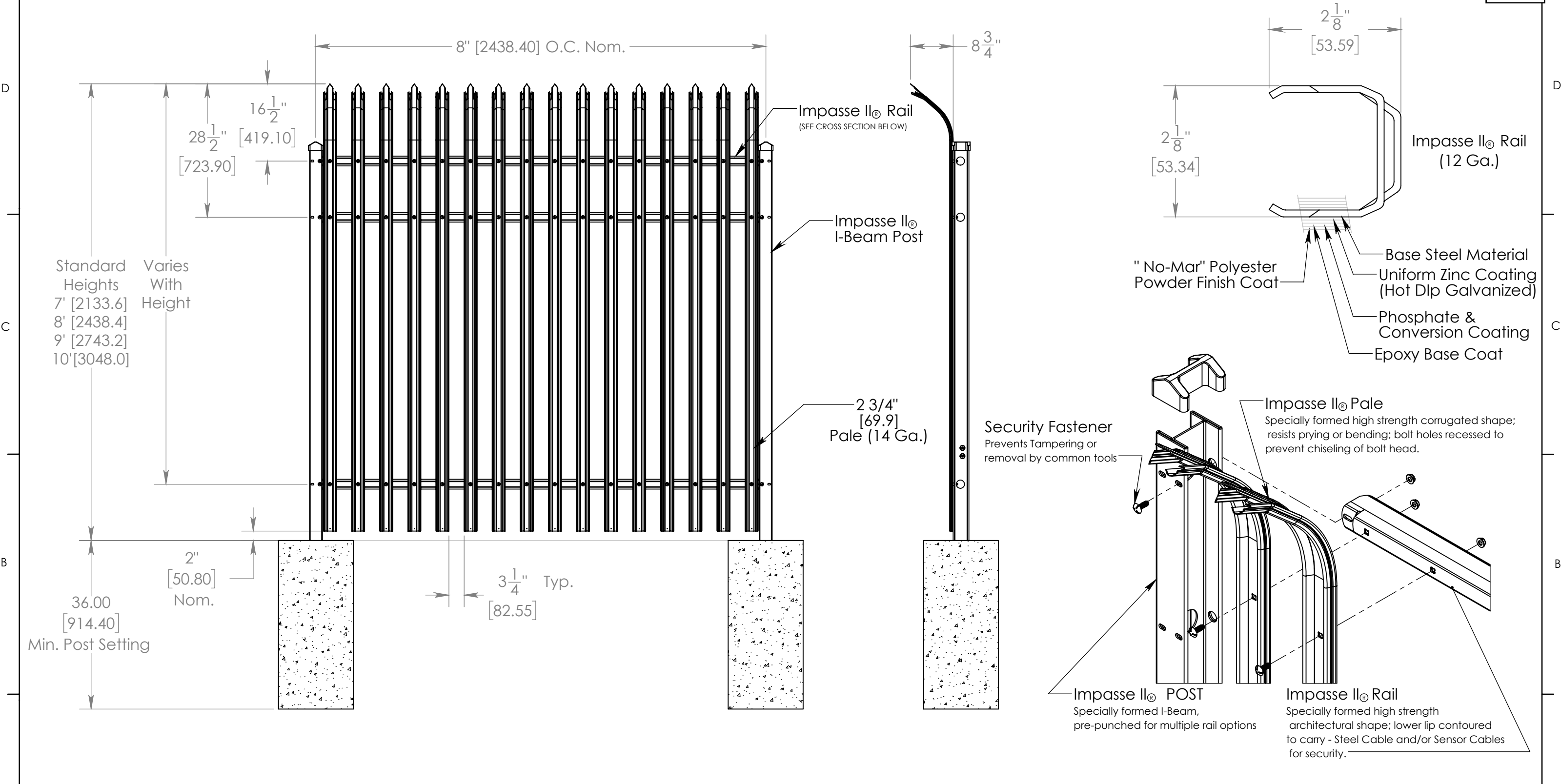
Orange sections will be straightened and replaced with 8' steel palisade anti-scale fencing with the top turned out. Ameristar Impasse II or similar



REV	DESCRIPTION	DATE	ENGINEER
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Values shown are nominal and not to be used for installation purposes. See product specification for insallation requirements.

Item 15.



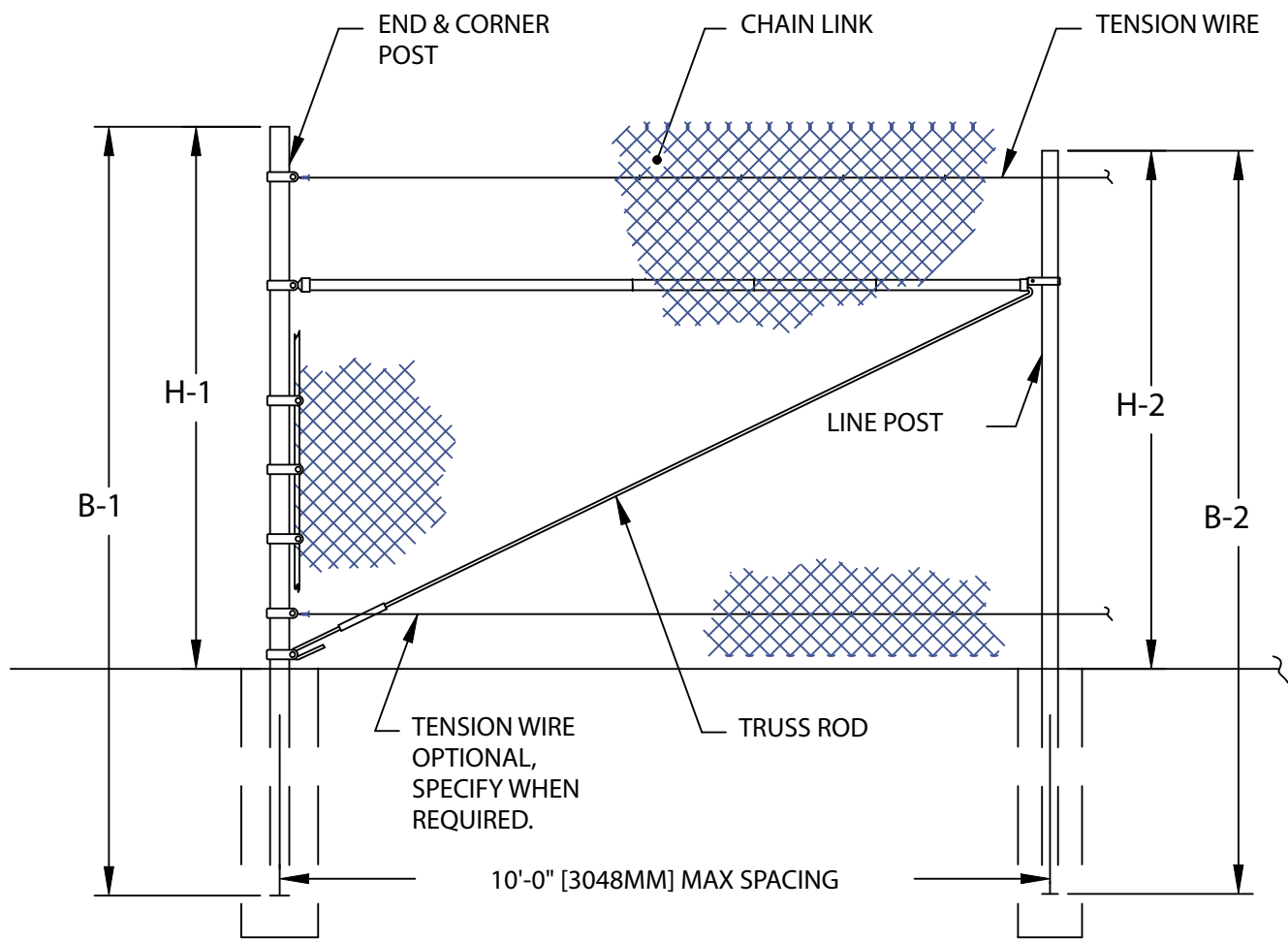
Note:
 1.) Additional heights available on request.
 2.) Third rail optional. (some heights noted require the third rail.)
 3.) 3" [76.2] x 12 Ga. I-Beam recommended for 7' [2133.6] & 8' [2438.4] heights.
 4.) 4" [101.6] x 11 Ga. I-Beam recommended for 9' [2743.2] & 10' [3048.0] heights.

NOTICE TO PERSONS RECEIVING THIS DRAWING AND/OR TECHNICAL INFORMATION Ameristar Perimeter Security USA Inc claims propriety rights to the material disclosed hereon. This drawing and/or technical information is issued in confidence for engineering information only and may not be reproduced or used to manufacture anything shown or referred to hereon without direct written permission from Ameristar Perimeter Security USA Inc to the user. This drawing and/or technical information is the property of Ameristar Perimeter Security USA Inc and is loaned for mutual assistance to be returned when its purpose has been served.	UNLESS OTHERWISE SPECIFIED TOLERANCES X.X ± .06 X.XX ± .03 X.XXX ± .02 ANGLES ± 0.5° FRACTIONS ± 1/8 SURFACE FINISH 63	DRAWING COMPLIES WITH ASME Y14.5M - 1994	MATERIAL SEE BOM			IMPASSE II GAUNTLET 2 OR 3 RAIL		
		INCH MM	HEAT TREATMENT	DATE CREATED 1/2/2019	DRAWN BY trasmi	DESIGNED BY trasmi		SCALE 1:32
ASSA ABLOY Ameristar Perimeter Security USA Inc Tulsa	SURFACE/FINISH		DOCUMENT ID			DRAWING NUMBER (ALT ID) 3GISO		114
	MASS 814.80 lb	VOLUME 15519.63 in³	SURFACE AREA 29155.11 in²	LEGACY ID			SHEET 1 OF 1	

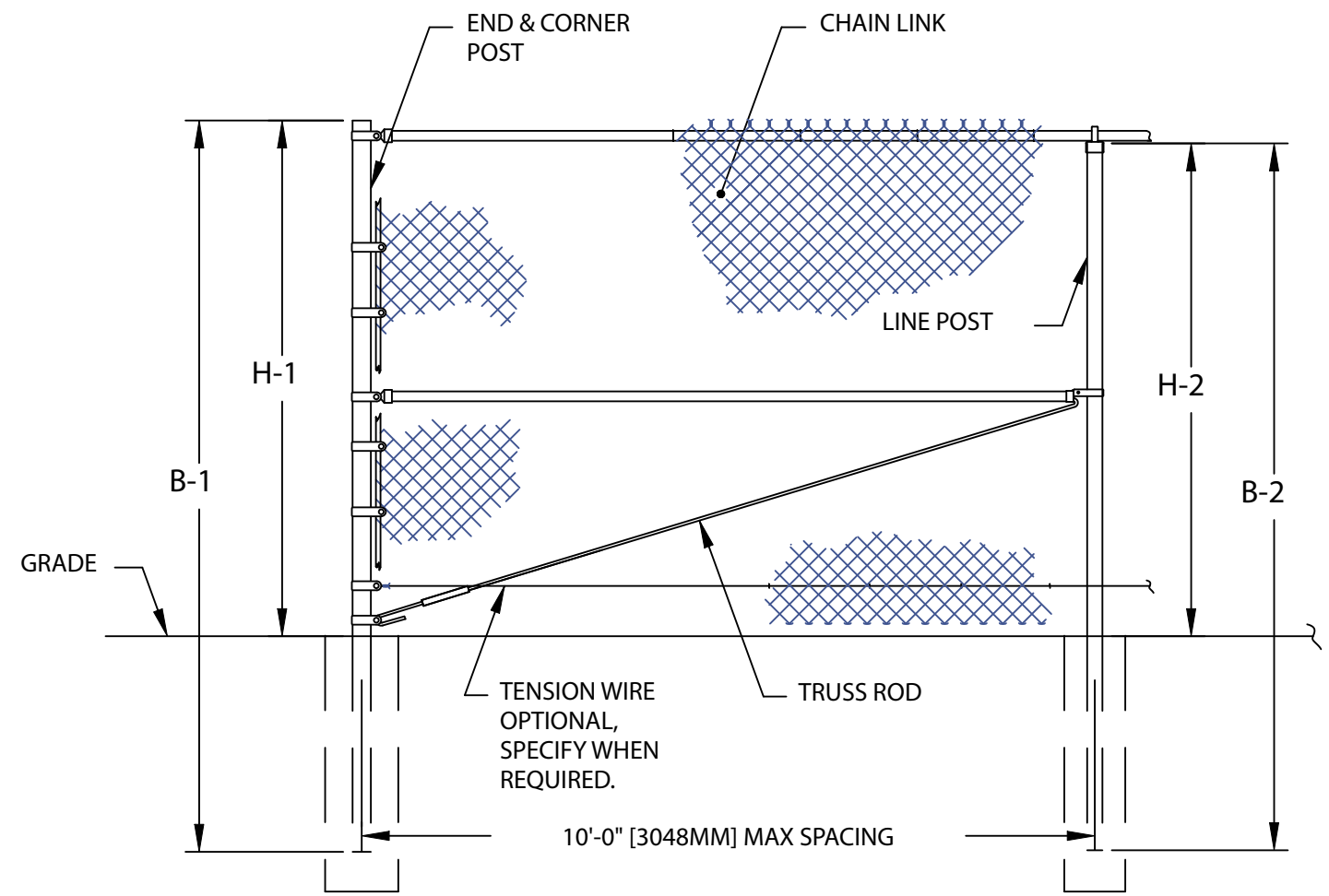
CONFIGURATION Un-Exploded

LEGACY ID

SHEET 1 OF 1



FENCE SECTION ELEVATION
WITHOUT TOP RAIL & WITHOUT BARBED WIRE



FENCE SECTION ELEVATION
WITH TOP RAIL & WITHOUT BARBED WIRE

FENCE HEIGHT NOMINAL HEIGHT	END & CORNER POSTS		LINE POSTS	
	B-1 BAR LENGTH	H-1 HEIGHT ABOVE GRADE	B-2 BAR LENGTH	H-2 HEIGHT ABOVE GRADE
5'-0" [1524MM]	8'-0" [2438MM]	5'-0 5/8" [1540MM]	7'-8" [2337MM]	4'-8 7/8" [1445MM]
6'-0" [1829MM]	9'-0" [2743MM]	6'-0 5/8" [1845MM]	8'-8" [2642MM]	5'-8 7/8" [1749MM]
7'-0" [2134MM]	10'-0" [3048MM]	7'-0 5/8" [2150MM]	9'-8" [2946MM]	6'-8 7/8" [2054MM]
8'-0" [2438MM]	11'-0" [3353MM]	8'-0 5/8" [2454MM]	10'-8" [3251MM]	7'-8 7/8" [2359MM]
9'-0" [2743MM]	12'-0" [3658MM]	9'-0 5/8" [2759MM]	11'-8" [3556MM]	8'-8 7/8" [2664MM]
10'-0" [3048MM]	13'-0" [3962MM]	10'-0 5/8" [3064MM]	12'-8" [3861MM]	9'-8 7/8" [2969MM]
11'-0" [3353MM]	14'-0" [4267MM]	11'-0 5/8" [3369MM]	13'-8" [4166MM]	10'-8 7/8" [3273MM]
12'-0" [3658MM]	15'-0" [4572MM]	12'-0 5/8" [3674MM]	14'-8" [4470MM]	11'-8 7/8" [3578MM]

NOTES:
1. THIS DWG CORRESPONDS WITH DWGS 1-1110 & 1-1130.
2. SPECIFICATIONS SHOWN CAN BE CHANGED BY MASTER HALCO ONLY.



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TYPICAL HIGH FENCE WITHOUT BARBED WIRE
DIMENSIONS & SPECIFICATIONS

BY: JRR
DATE: 09-27-95
REV: swh
REV DATE: 05-23-18

DWG: 1-1000
LAYER: 1
SCALE: 1/4" = 1'-0"



AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	MAY 9, 2022

ITEM:	Approve Metropolitan Council LCDA Loan Agreement	
DEPARTMENT:	Community Development	BY/DATE: Aaron Chirpich – 5/4/2022
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>		
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	
<input checked="" type="checkbox"/> Economic Strength	<input checked="" 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:

On January 26, 2022, the Metropolitan Council awarded the City a \$1,232,000 Livable Communities Demonstration Account Development Grant (LCDA grant) to support the Reuter Walton affordable housing, and Southern Anoka Community Assistance (SACA) food shelf project that is being developed on the City's Public Safety remnant parcel. The City is required to administer the grant and distribute the funds for eligible project related costs. Eligible expenses include, stormwater infrastructure, site preparation, engineering, soil remediation, placemaking, and public art.

Of the \$1,232,000 LCDA grant, the City intends to distribute \$820,000 to Reuter Walton and \$412,000 to SACA. Reuter Walton will be using the funds exclusively for stormwater infrastructure, site grading, and soil corrections. To ensure compatibility with their overall project financing, Reuter Walton has asked the City to provide their portion of the LCDA funding in the form of a loan. This type of arrangement is common for affordable housing projects that receive LCDA funding, and the LCDA grant agreement between the City and Metropolitan Council permits such an arrangement. The primary terms of the loan agreement and ancillary agreements are as follows:

- The loan term is 40 years (same term as the primary project financing)
- The interest rate is 1% (simple interest)
- Payment of the loan is deferred for the full term and due in full as a balloon payment upon maturity
- Loan funds will only be disbursed for grant eligible expenses
- Loan funds will only be disbursed by the City after they are received by the Metropolitan Council
- The City/LCDA loan will be subordinate to the primary project financing

RECOMMENDED MOTION(S):
MOTION: Move to waive the reading of Resolution 2022-54, there being ample copies available to the public.

MOTION: Move to approve Resolution 2022-54, a resolution approving the execution and delivery of documents in connection with a Livable Communities Demonstration Account Grant from Metropolitan Council with respect to a housing project.

ATTACHMENT(S):

- **Resolution 2022-54**
- **Loan Agreement**
- **Subordination Agreement**
- **Mortgage**
- **Promissory Note**
- **Subrecipient Agreement**

CITY OF COLUMBIA HEIGHTS, MINNESOTA

RESOLUTION NO. 2022-54

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH A LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT GRANT FROM METROPOLITAN COUNCIL WITH RESPECT TO A HOUSING PROJECT

BE IT RESOLVED by the City Council (the “City Council”) of the City of Columbia Heights, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The Columbia Heights Economic Development Authority and 42 Central Limited Partnership, a Minnesota limited partnership (the “Borrower”), propose to enter into a Contract for Private Redevelopment (the “Development Agreement”), pursuant to which the Borrower agrees to acquire certain property and develop approximately 62 workforce housing apartment units, to be located at 800 42nd Avenue NE in the City, with at least 40% of the of the apartment units made affordable to individuals and their families at or below 60% of the area median income (the “Project”).

1.02. The City proposes to issue and sell its Multifamily Housing Revenue Bonds (42nd & Central Apartments Project), Series 2022A (the “Bonds”), in an amount not to exceed \$9,866,800, and loan the proceeds thereof to the Borrower to provide a portion of the financing for the Project.

1.03. In order to assist with the costs of the Project, the City, on behalf of Southern Anoka Community Assistance and the Borrower, applied for and received a Livable Communities Demonstration Account (LCDA) grant in the total sum of \$1,232,000, \$820,000 of which will be allocated to the Project (the “LCDA Grant”), from Metropolitan Council in connection with Metropolitan Council’s Transit Oriented Development (TOD) Program.

1.04. Proceeds of the LCDA Grant are authorized to be used for eligible costs of the Project (the “Grant-Eligible Activities”), as described, along with other terms and conditions of the LCDA Grant, in the Metropolitan Livable Communities Act Grant Agreement (the “Grant Agreement”) proposed to be entered into between the City and Metropolitan Council.

1.05. The City intends to loan a portion of the proceeds of the LCDA Grant in the amount of \$820,000 to the Borrower to provide financing for the Grant-Eligible Activities pursuant to a Loan Agreement (the “Loan Agreement”) proposed to be entered into between the City and the Borrower.

1.06. To secure the repayment of the loan of the proceeds of the LCDA Grant, the Borrower will execute and deliver to the City a promissory note (the “Note”) in the original aggregate principal amount of \$820,000, and a Combination Mortgage and Security Agreement (the “Mortgage”), providing the City with a secured interest in the mortgaged property described therein, subject to the terms of the Subordination Agreement – Public (HUD 92420M) (the “Subordination Agreement”) proposed to be entered into between Colliers Mortgage LLC, a Delaware limited liability company, the City and the Borrower.

1.07. There have been presented before the City Council forms of the following agreements: (i) the Grant Agreement; (ii) the Loan Agreement; (iii) the Note; (iv) the Mortgage; (v) the Subordination Agreement; and (vi) the Subrecipient Funding Agreement (the “Subrecipient Agreement”) proposed to be

entered into between the City and the Borrower relating to the loan of the proceeds of the LCDA Grant to the Borrower.

Section 2. Approvals.

2.01. The City Council approves the Grant Agreement, the Loan Agreement, the Subordination Agreement, and the Subrecipient Agreement (collectively, the “Agreements”) in substantially the forms on file in City Hall. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Agreements on behalf of the City. All of the provisions of the Agreements, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Agreements shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Manager, in their discretion, shall determine, and the execution thereof by the Mayor and the City Manager shall be conclusive evidence of such determination.

2.02. The Mayor and the City Manager are hereby authorized and directed to execute other agreements and certificates deemed necessary to carry out the intentions of the Agreements and this resolution.

Section 3. Effective Date. This resolution shall be effective from and after the date hereof.

Approved this 9th day of May, 2022, by the City Council of the City of Columbia Heights, Minnesota.

Mayor

ATTEST:

City Clerk

Fourth Draft
Thursday, April 28, 2022

LOAN AGREEMENT

THIS LOAN AGREEMENT (the “Agreement”) is made and entered into this [__] day of June, 2022 (“Effective Date”) by and between CITY OF COLUMBIA HEIGHTS, MINNESOTA, a municipal corporation, home rule city, and political subdivision of the State of Minnesota (the “City”), and 42 CENTRAL LIMITED PARTNERSHIP, a Minnesota limited partnership (the “Borrower”).

WITNESSETH:

WHEREAS, the Borrower intends to develop approximately 62 affordable apartment units to be located at 800 42nd Avenue NE, Columbia Heights, Minnesota (the “Project”) on property legally described on EXHIBIT D attached hereto (the “Property”); and

WHEREAS, to assist with the costs of the Project, the City, on behalf of Southern Anoka Community Assistance and the Borrower, applied for and received a Livable Communities Demonstration Account (LCDA) grant in the total sum of \$1,232,000.00, \$820,000.00 of which will be allocated to the Project (the “LCDA Grant”), from the Metropolitan Council (“Council”) in connection with the Council’s Transit Oriented Development (TOD) Program; and

WHEREAS, the Council and the City entered into a Metropolitan Livable Communities Act Grant Agreement, providing for an award date of January 26, 2022 and an expiration date of December 31, 2024 (“Grant Agreement”) attached hereto as EXHIBIT B; and

WHEREAS, the proceeds of the LCDA Grant may be used for eligible project components of the Project to be constructed on the Property, as set forth in EXHIBIT A attached hereto and as further described in the Grant Agreement (the “Grant-Eligible Activities”), which amounts may be reallocated pursuant to Section 2.09 of the Grant Agreement; and

WHEREAS, the City desires to loan a portion of the proceeds of the LCDA Grant in the amount of \$820,000.00 (the “Loan”) to the Borrower to provide financing for the Grant-Eligible Activities on the terms and conditions contained in this Agreement; and

WHEREAS, the City believes that the development of the Project, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State of Minnesota and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the City and the Borrower desire to enter into this Agreement for the purpose of setting forth their respective responsibilities with respect to the loan of the LCDA Grant.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

Borrower Documents: any and all documents and instruments in connection with the Loan as reasonably requested by the City.

Disbursement Request Form: the form, substantially in the form attached hereto as EXHIBIT C, to be submitted to the City when a disbursement of the Loan is requested and which is referred to in Article VI hereof, together with such other request forms as may be reasonably required from the Council and the City.

Grant-Eligible Activities: the activities on the Property funded in full or in part by the LCDA Grant, as set forth in EXHIBIT A and set forth in the Grant Agreement.

Loan: the sum of \$820,000.00 to be loaned by the City to the Borrower under this Agreement.

Loan Documents: collectively, this Agreement, the Mortgage, the Subrecipient Funding Agreement, and the Note.

Mortgage: the Combination Mortgage and Security Agreement of even date herewith from the Borrower to the City securing repayment of the Note in the form approved by the City.

Note: the Note of even date herewith from the Borrower to the City in the amount of the Loan evidencing Borrower's obligation to repay the Loan in the form approved by the City.

Plans and Specifications: the final plans and specifications for the construction and installation of the Grant-Eligible Activities.

Project: has the meaning set forth in the first recital above.

Project Costs: the costs of the Grant-Eligible Activities eligible to be reimbursed with the proceeds of the LCDA Grant under the Grant Agreement and as authorized by law.

Subrecipient Funding Agreement: the Subrecipient Funding Agreement of even date herewith between the City and the Borrower.

ARTICLE II

TERM OF AGREEMENT

This Agreement shall take effect and be in force from and after the Effective Date, and shall remain in effect until the Borrower has performed all of its obligations under this Agreement,

the Loan Documents, and the Grant Agreement, unless earlier terminated as provided in this Agreement or the Grant Agreement.

ARTICLE III

THE LOAN

Subject to the terms and conditions of this Agreement, the City will make the Loan to the Borrower to be used for payment of Project Costs, which Loan shall be disbursed pursuant to this Agreement. In consideration for the Loan, the Borrower agrees to perform all of its obligations under this Agreement. The Loan shall be evidenced by the Note payable by the Borrower to the Lender which shall be dated as of the date of closing on the Loan (the “Loan Closing Date”). Proceeds of the Loan shall be disbursed in accordance with Articles V and VI hereof.

ARTICLE IV

STATEMENT OF WORK

The Borrower shall construct all improvements described on EXHIBIT A at the Property in accordance with the terms set forth herein. In accordance with the Grant Agreement, the Borrower will commence construction of the Grant-Eligible Activities and pay the Project Costs prior to December 31, 2024.

ARTICLE V

CONDITIONS OF DISBURSEMENT

The obligation of the City to make or cause to be made disbursements of the proceeds of the Loan pursuant to Article VI hereof shall be subject to the conditions precedent that it shall have received on or before the date of the disbursement hereunder the following:

- a. the Borrower Documents, the Mortgage, and the Note, duly executed and delivered by the Borrower;
- b. evidence satisfactory to the City that the Grant-Eligible Activities and the construction and contemplated use thereof are permitted by and comply in all material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations;
- c. all other conditions specified in the authorizing City resolution and the Grant Agreement shall have been duly satisfied by the Borrower or waived in writing by the City or the Council, as applicable;
- d. no uncured Event of Default (as defined in Article VIII), and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the

Borrower in Article VII hereof shall continue to be true and correct as of the date of such disbursement;

e. if required by the City, the City shall have been furnished with a statement of the Borrower and of any contractor, in form and substance acceptable to the City, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the construction of any part of the Grant-Eligible Activities; and

f. the Borrower shall have provided to the City such documentation and information reasonably necessary to evidence its compliance with all of the provisions of this Agreement, including without limitation the provisions of the Grant Agreement applicable to the Borrower, as the City may reasonably request.

ARTICLE VI

REQUESTS FOR DISBURSEMENT

6.01. Disbursement. The City and the Borrower agree that, on the terms and subject to the conditions hereinafter set forth and the conditions set forth in the Grant Agreement, including the reallocation of Project Costs amongst the Grant-Eligible Activities pursuant to Section 2.09 of the Grant Agreement, the Loan shall be disbursed from the City to the Borrower, or the Borrower's agent or designee, in disbursements, with the last disbursement being made upon one hundred percent (100%) completion of the Grant-Eligible Activities. Disbursements of the Loan shall not be made more often than monthly. Notwithstanding anything to the contrary contained herein, the City shall only be obligated to make the disbursements hereunder to pay Project Costs in an amount up to or equal to the lesser of the amount of the Loan or the amount actually disbursed by the Council to the City under the Grant Agreement and such obligation is further subject to the conditions of Article V hereof.

6.02. Disbursement Request.

a. When the Borrower desires to obtain a disbursement of the Loan, the Borrower shall submit to the City, and the Council if required, the Disbursement Request Form, together with any additional documents required by the City or the Council, duly signed by the Borrower.

The Disbursement Request Form shall be submitted by the Borrower at least forty-five (45) days prior to the date of the requested disbursement. The Disbursement Request Form shall constitute a representation and warranty by the Borrower to the City that all representations and warranties of the Borrower set forth herein are true and correct as of the date of such Disbursement Request Form, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Disbursement Request.

b. At the time of submission of the Disbursement Request Form, the Borrower shall also submit the following to the City:

1. a written lien waiver from the general contractor for work done and materials supplied by it which were paid or a conditional lien waiver from the general contractor for work done and materials supplied by it which are to be paid pursuant to the current Disbursement Request Form and from each subcontractor for work done and materials supplied by it which were paid or are to be paid for pursuant to the prior Disbursement Request Form;
2. evidence satisfactory to the City that the Grant-Eligible Activities completed as of the date of the Disbursement Request Form have been constructed in accordance with the Plans and Specifications in all material respects;
3. an executed Sworn Construction Statement, in form and substance acceptable to such parties, signed by the Borrower showing all costs and expenses of any kind theretofore actually paid or incurred in constructing the Grant-Eligible Activities; and
4. a certified statement of the Borrower reflecting the use to which the proceeds of the Loan have been applied in addition to those uses reflected in the Sworn Construction Statement referred to in (b)(3) above.

c. Upon receipt of the Disbursement Request Form, if the City has determined that all the conditions set forth in Articles V and VI have been satisfied, a request for disbursement shall be submitted to the Council. The adequacy of the request for disbursement shall be determined by the City and the Council in their sole discretion. After submission of the Disbursement Request Form, if the Borrower has performed all of its agreements and complied with all requirements to be performed or complied with under this Agreement and the Grant Agreement, including satisfaction of all applicable conditions precedent contained in Article V hereof, the City shall make a disbursement to the Borrower, or the Borrower's agent or designee, in the amount of the requested disbursement or such lesser amount as shall be approved, within forty-five (45) days after the date of the City's receipt of the Disbursement Request Form, or, if later, upon receipt of grant proceeds from the Council. Each disbursement shall be paid from the proceeds of the LCDA Grant, subject to the City's and the Council's determination that the relevant Project Cost is payable from the LCDA Grant under the Grant Agreement. The City is under no obligation to disburse any proceeds of the Loan until it receives a disbursement of the LCDA Grant from the Council. Notwithstanding anything to the contrary herein, if the Project Costs of the Grant-Eligible Activities exceeds the amount to be reimbursed under this Agreement, such excess shall be the sole responsibility of the Borrower.

ARTICLE VII

BORROWER'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS

The Borrower covenants, represents, warrants and agrees that:

a. The Borrower is a limited partnership duly organized and validly existing under the laws of the State of Minnesota, is duly authorized to operate in the State of Minnesota, has the power to enter into and execute this Agreement and by appropriate action has authorized the execution and delivery of this Agreement.

b. The Borrower Documents will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, organizational documents, or other instrument to which the Borrower is a party or by which it may be bound or affected.

c. The Loan Documents will constitute valid, legal and binding obligations of the Borrower enforceable against the Borrower.

d. The Borrower has or will have all necessary approvals, licenses and permits required for construction and operation of the Project except those which cannot be obtained until completion of the Grant-Eligible Activities or the Project, as the case may be.

e. The Borrower shall permit the City, upon reasonable notice, to examine all books, records, contracts, plans, permits, bills and statements of account pertaining to the Grant-Eligible Activities and to make copies as the City may require.

f. The Borrower shall obey and comply with all federal, state and local laws, rules and regulations in connection with the Project.

g. The City's actions in approving the Loan shall not be construed by Borrower as an approval by the City of providing any additional funds for the Project or other improvements to the Property.

h. The Borrower agrees to pay for all of the costs incurred to construct the Grant-Eligible Activities including any cost overruns. There are no public funds for the Grant-Eligible Activities except for the Loan.

ARTICLE VIII

DEFAULT

Any one or more of the following shall constitute an event of default (an "Event of Default") under this Agreement:

a. The Borrower shall herein default in the performance or observance of any agreement, covenant or condition required to be performed or observed by the Borrower under the terms of this Agreement or the Grant Agreement, to the extent such obligations exist, and such default shall not be remedied within sixty (60) days after written notice to the Borrower from the City specifying such default.

b. The Borrower shall be in default of any term of any other agreement relating to the Grant-Eligible Activities which is not cured within sixty (60) days after written notice from the City or if the default cannot be cured within sixty (60) days within such reasonable time as is required to cure the default, provided that the Borrower is diligently pursuing a cure.

c. Any representation or warranty made by the Borrower herein or any document or certificate furnished to the City shall prove at any time to be incorrect or misleading as of the date made.

d. The Borrower engages in any illegal activities.

e. The Borrower uses any of the Loan funds contrary to this Agreement or the Grant Agreement which is not cured within sixty (60) days after written notice from the City.

f. The Borrower shall fail to obtain and/or keep in force insurance of the types and in the amounts as specified within this Agreement, or shall fail to indemnify and hold harmless the City as set forth herein which is not cured within ten (10) business days after written notice from the City.

g. The failure to repay any principal of the Loan when due.

The Borrower's investor limited partner, Bridgewater Bank, a Minnesota banking corporation, shall have an opportunity, but not an obligation, to cure any defaults under this Agreement within ten (10) business days after written notice from the City, and such cure shall be accepted by the City as if cured by the Borrower itself.

In the event the Colliers Mortgage LLC (the "FHA Lender") continues to lend to the Borrower or assumes and performs (or arranges for a third party to assume and perform) the Borrower's obligation to complete construction of the Project, the City may continue to disburse proceeds of the Loan.

ARTICLE IX

REMEDIES

Whenever any Event of Default shall have happened and is continuing beyond any applicable cure period any one or more of the following remedial steps may be taken by the City:

- a. The City may terminate this Agreement;
- b. The City may suspend or terminate any further disbursements to be made under this Agreement;
- c. The City may suspend its performance under this Agreement during the continuance of the Event of Default; and/or
- d. The City may take whatever action at law or in equity may be necessary or appropriate to seek repayment or reimbursement of the Loan funds disbursed to the Borrower, to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Borrower under this Agreement, or any related instrument; or to otherwise compensate the City for any damages on account of such Event of Default.

No remedy conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

In the event the FHA Lender continues to lend to the Borrower or assumes and performs (or arranges for a third party to assume and perform) the Borrower's obligation to complete construction of the Project, the City may continue to disburse proceeds of the Loan.

ARTICLE X

ADDITIONAL PROVISIONS

a. Indemnity, Hold Harmless. The Borrower shall and does hereby agree to indemnify against and to hold City, and its officers, councilmembers, agents, and employees including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section, collectively the "Indemnified Parties"), harmless of and from any and all liability, loss, or damage that it may incur under or by reason of this Agreement and against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Grant-Eligible Activities, and of and from any and all claims and demands whatsoever that may be asserted against City by reason of any alleged obligations or undertakings on the Borrower's part to perform or discharge any of the terms, covenants, or agreements contained herein.

Except for any willful misrepresentation or any willful, wanton, or grossly negligent misconduct of the Indemnified Parties, the Borrower agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever under this Agreement, the Grant Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project or the Grant-Eligible Activities.

This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and repayment of any indebtedness to City under this Agreement. Notwithstanding the foregoing, the Borrower's obligation to indemnify and hold the Indemnified Parties harmless shall be limited to available liability insurance proceeds, Surplus Cash and/or non-Project Assets, as each such term is defined in the Regulatory Agreement for Multifamily Projects by and between the Borrower and the U.S. Department of Housing and Urban Development ("HUD").

b. Independent Contractor. For the purpose of this Agreement, the Borrower shall be deemed an independent contractor and not an employee or agent of the City. Any and all employees or agents of the Borrower shall not be considered employees or agents of the City.

c. Compliance With Minnesota Laws. All of the data created, collected, received, stored, used, maintained or disseminated by the Borrower with respect to the Grant-Eligible Activities are subject to the requirements of Chapter 13, Minnesota Statutes, and, except as provided in Minnesota Statute Section 13.05, subdivision 11(b), the Borrower agrees to comply with those requirements under Chapter 13, Minnesota Statutes to the extent applicable. The remedies in Minnesota Statutes, Section 13.08 may apply to the Borrower. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota State laws, state law shall control. The Borrower shall comply with the conflict of interest provisions of Minnesota Statutes, Sections 471.87-471.88.

d. Contractor and Subcontractor Compliance. The Borrower shall comply with and shall cause all contractors and subcontractors to comply with all applicable state and federal laws, and to the extent applicable to the Borrower, the Grant Agreement. The Borrower shall require all contractors and subcontractors performing work covered by the Loan to obtain all required permits, licenses and certifications and comply with all applicable state and federal Occupational Safety and Health Act regulations.

e. Site Compliance. The Borrower shall meet or require to be met all applicable requirements of:

- (1) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (2) The Council's *2040 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the Property is located.

f. Fair Housing Compliance. The Borrower shall comply in all respects with the affordability and fair housing marketing plan requirements set forth in Sections 3.02 and 3.03 of the Grant Agreement.

ARTICLE XI

INSURANCE

With respect to the Project, the Borrower shall maintain all insurance required by Section 5.1 of that certain Contract for Private Redevelopment, date [_____], 2022, between the Columbia Heights Economic Development Authority and the Borrower.

ARTICLE XII

RECORDS AND REPORTS

Upon request, the Borrower shall submit to the City a full account of the status of the activities undertaken as part of this Agreement. The following records shall be maintained by the Borrower, copies of which shall be submitted in such form as City staff may prescribe:

- a. All receipts and invoices relating to expenditure of Loan funds.
- b. Records shall be sufficient to reflect all costs incurred in performance of the Loan. The books, records, documents, and accounting procedures, relevant to the Loan shall be subject to examination by the City, the Council and state agencies and the legislative auditor.
- c. Records of insurance required under this Agreement, including proof of insurance in effect, and proof of payment of insurance premiums.

ARTICLE XIII

AMENDMENT

This Agreement shall not be amended or modified without the prior written approval of the City and the Borrower.

ARTICLE XIV

INCORPORATION OF GRANT AGREEMENT

The Borrower acknowledges and agrees that all terms, conditions and obligations contained in the Grant Agreement are incorporated herein, and made a part of this Agreement. In addition to the terms, conditions and obligations described herein, the Borrower further acknowledges, accepts and assumes all of the City's obligations described in the Grant Agreement,

thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which the City, by operation of law, would otherwise have.

c. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties made in this Agreement by the Borrower shall survive its termination.

d. Governing Law. This Agreement and the attachments are to be construed and enforced according to and governed by the laws of the State of Minnesota.

e. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

f. Electronic Signatures. The electronic signatures of the City's and the Borrower's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the City and the Borrower under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. The City's or the Borrower's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

g. Time. Time is of the essence in the performance of this Agreement.

h. Entire Agreement. This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer or agent of any party hereto that is not in writing and signed by all the parties to this Agreement shall be binding.

i. No Joint Venture. The relationship between the City and the Borrower is solely that of grantor and grantee and the relationship by and between the City and the Borrower is not, nor shall it be deemed to create, a partnership or joint venture in the Project.

j. Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Borrower agrees that all legal actions initiated by the Borrower with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court.

k. Attorneys' Fees and Expenses. The Borrower agrees that it will pay, within thirty (30) days after written notice from the City, the reasonable costs of consultants and attorneys retained by the City in connection with the LCDA Grant, the Loan, the Loan Documents and the negotiation and preparation of the Loan Documents and other incidental agreements and documents related to the Loan to provide financing for the Grant-Eligible Activities contemplated hereunder. The City will provide written reports describing the costs accrued under this section upon request from the Borrower, but not more often than intervals of forty-five (45) days. Any amount deposited by the City upon filing its application for financial assistance with the City will be credited to the Borrower's obligation under this section. Upon termination of this Agreement in accordance with its terms, the Borrower remains obligated under this section for such reasonable costs incurred through the effective date of termination. In the event the Borrower should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the City the reasonable fee of such attorneys and such other expenses so incurred, but only in the event the City prevails in pursuing such claims.

l. Assignment. This Agreement may not be assigned by the Borrower without the prior written consent of City, which consent shall be in the sole discretion of the City.

m. Riders. The Subordination Agreement – Public (HUD 92420M) attached hereto as EXHIBIT E and incorporated herein. The Investor Rider attached hereto as EXHIBIT F is incorporated herein.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

42 CENTRAL LIMITED PARTNERSHIP, a
Minnesota limited partnership

By: 42 Central GP, LLC, a Minnesota limited
liability company
Its: General Partner

By: _____
Name: Nicholas Walton
Its: Manager

CITY OF COLUMBIA HEIGHTS, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Manager

EXHIBIT A

Grant-Eligible Activities include those costs outlined in the Grant Agreement including:

\$750,000	Stormwater Management: infiltration swales, retention and filtration system, landscaping integration, pervious pavement
\$70,000	Site Preparation: soil and grading correction

EXHIBIT B
Grant Agreement

EXHIBIT C

DISBURSEMENT REQUEST FORM

City of Columbia Heights, Minnesota
590 – 40th Avenue NE
Columbia Heights, Minnesota 55421
Attn: _____

The undersigned, 42 Central Limited Partnership, a Minnesota limited partnership (the “Borrower”) pursuant to that certain Loan Agreement, dated June [___], 2022 between the City of Columbia Heights, Minnesota (“City”), and the Borrower, hereby requests payment of the expenses listed on the attached Expense Listing.

The total amount to be disbursed for this draw is \$_____.

In connection with this draw, the undersigned hereby represents as follows:

- a. each obligation listed in the attached Exhibit II has been incurred and is a Project Cost related to the Grant-Eligible Activities,
- b. no license or permit necessary for construction of the Grant-Eligible Activities previously issued has been revoked or the issuance thereof subjected to challenge before any court of other governmental authority having or asserting jurisdiction thereover;
- c. no event has occurred and is continuing which, but for the giving of notice, the expiration of any cure period, or both, would constitute an event of default under the Loan Agreement or the Grant Agreement;
- d. all funds of the Borrower’s match, if any, have been fully disbursed for the payment of Project Costs; and
- e. _____% of the Grant-Eligible Activities have been completed.

42 CENTRAL LIMITED PARTNERSHIP, a
Minnesota limited partnership

By: 42 Central GP, LLC, a Minnesota limited liability
company

Its: General Partner

By: _____
Name: _____
Its: _____

Approved:

City of Columbia Heights, Minnesota

By: _____

Its: _____

EXHIBIT D

LEGAL DESCRIPTION

Real property in the County of Anoka, State of Minnesota, described as follows:

Lot 2, Block 1, Northwestern 3rd Addition, Anoka County, Minnesota.

(Abstract Property)

EXHIBIT E
SUBORDINATION AGREEMENT – PUBLIC

[insert]

EXHIBIT F**MORTGAGE LOAN RIDER**

THIS RIDER is attached to and made a part of the promissory note and the mortgage or other document(s) evidencing, securing and governing a loan in the amount of Eight Hundred Twenty and No/100 Dollars (\$820,000.00) (the “Loan”) made by **42 CENTRAL LIMITED PARTNERSHIP**, a Minnesota limited partnership (“Borrower”) to **CITY OF COLUMBIA HEIGHTS, MINNESOTA**, a Minnesota municipal corporation (“Lender”) for the construction of sixty-two (62) units of affordable housing for families to be located at 800 42nd Avenue NE, Columbia Heights, Anoka County, Minnesota (the “Project”). The Amended and Restated Limited Partnership Agreement continuing the Partnership is referred to herein as the “Partnership Agreement”.

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing or securing the disbursement of the Loan (the “Loan Documents”), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. General Partner Change. The withdrawal, removal, transfer and/or replacement of the general partner of Borrower pursuant to the terms of the Amended and Restated Agreement of Limited Partnership of Borrower (“**Borrower’s Partnership Agreement**”) shall not require the consent of Lender nor constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan; provided that Borrower agrees to notify the Lender of any proposed replacement general partner prior to replacement, and, upon replacement, shall notify the Lender of the name and contact information of the replacement general partner within seven (7) days after the change has occurred.

2. Non-Recourse Obligation. The Loan is a non-recourse obligation of Borrower and its General Partner and Limited Partner. Neither Borrower nor the General Partner or Limited Partner shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

3. Transfer of Limited Partner Interests. Nothing in the Loan Documents shall limit or restrict the ability of Borrower’s limited partner, Bridgewater Bank, its successors and assigns (the “**Limited Partner**”) to transfer, sell or assign its ownership interest in Borrower, from time to time, without the consent of or notice to Lender, provided that the Limited Partner remains liable for payment of any then unpaid capital contributions to Borrower, as and when payable, as set forth in Borrower’s Partnership Agreement, notwithstanding any such transfer, sale or assignment. In particular, Lender hereby consents to any transfers, sales or assignments of limited partnership interests in Borrower to any affiliate of the Limited Partner or any entity in which the Limited Partner, or an affiliate, is the manager, managing member, or general partner and agrees that such transfers shall not constitute a default under the Loan Documents. However, the General Partner agrees to deliver written notice of the change in Limited Partner to Lender within seven (7) days after the change has occurred.

4. Replacement of Management Agent. The Lender acknowledges that Borrower's Limited Partner has the right, under the Borrower's Partnership Agreement, to direct the general partner to remove the Project's property management agent. Borrower agrees to give Lender notice of the proposed replacement property management agent, and the Lender agrees to consent to same, assuming that such replacement property management agent is acceptable to Borrower's Limited Partner and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

5. Notice. All notices to Borrower's Limited Partner shall be sent in accordance with the procedures for delivering notices set forth in the Loan Documents to the following address or such alternate or additional contact names and/or addresses of which Lender is so notified in writing by the Limited Partner:

Limited Partner: Bridgewater Bank
 4450 Excelsior Boulevard, Suite 100
 St. Louis Park, MN 55416
 Attn: Ross Wieser

With a copy to: Faegre Drinker Biddle & Reath LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402
 Attn: Angela M. Christy

6. Notice and Cure Rights. The Lender agrees to give the Limited Partner written notice of any and all defaults by the Borrower under the Loan Documents, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below, prior to exercising any remedies under the Loan Documents. The Lender agrees to accept cure by the Limited Partner as if such cure were made by Borrower.

7. Monetary Default. If a monetary Event of Default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and the Limited Partner, simultaneous written notice of such Event of Default, Borrower shall have a period of ten (10) days after such notice is given within which to cure the Event of Default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.

8. Non-Monetary Default. If a non-monetary Event of Default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and the Limited Partner simultaneous written notice of such Event of Default. If the Event of Default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the Event of Default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and

(b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the Event of Default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the Event of Default within a reasonable time, Lender shall give Borrower and the Limited Partner written notice thereof, whereupon the Limited Partner may remove and replace the General Partner with a substitute General Partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure an Event of Default or the Event of Default is not cured within sixty (60) days after the first notice of the Event of Default is given, or such longer period of time as may be specified in the Loan Documents. Notwithstanding the foregoing, it shall not be a non-monetary Event of Default under the terms of any of the Loan Documents if (y) Borrower defaults on an obligation to a third party and the amount subject to default is less than \$50,000.00 and (z) any guarantor defaults on an obligation to a third party.

9. Cross-Default. Lender shall not have the right to take any action against Borrower for a default of any party relating to a financing which is not secured by the Project.

10. Insecurity. Lender shall not take any actions against Borrower solely related to a default for “insecurity”.

11. Casualty Condemnation, Etc. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no Event of Default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

12. Partial Subordination to Section 42 Extended Use Agreement. Notwithstanding anything in the Loan Documents to the contrary, if the Lender takes title to the Project through foreclosure or deed in lieu of foreclosure, the Project shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (“Code”) or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Agreement (as such term is defined in the Borrower’s Partnership Agreement), executed in connection with the allocation of federal low-income housing tax credits to the Borrower for the Project pursuant to Section 42 of the Code.

13. Debt Service Coverage Requirements. **So long as Borrower is current on all debt** service payments payable under the Loan, the failure to meet any debt service coverage requirements at any time or times shall not constitute a default under the Loan

14. Force Majeure. There shall be no default under the Loan Documents for construction delays beyond the reasonable control of the Borrower.

15. Purchase Rights. The Lender consents to those purchase options, put rights and rights of first refusal in favor of the general partner of Borrower or its designee which are set forth in Borrower's Partnership Agreement, and agrees that transfer of title to the Project in accordance therewith shall not constitute a default under the Loan Documents.

16. Lender Approvals. Lender agrees that all approvals and consents of the Lender under the Loan Documents shall not be unreasonably withheld, delayed or conditioned. Further, amendments to Borrower's Partnership Agreement entered into in order to effect transfers or assignments of the Limited Partner's or the general partner's interest shall not require the consent or approval of the Lender.

17. Third Party Beneficiary. Borrower's Limited Partner, and its successors and assigns, is a third-party beneficiary of the rights of Borrower under the Loan Documents, as modified by this Rider and has the right to directly enforce such rights.

Subordination Agreement - Public

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 04/30/2024)

Public Reporting Burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

{This form is required with secondary financing funded by public lender and secured with a lien on the Project. Such a secured lien is only permitted pursuant to Program Obligations and must be approved in writing by HUD.}

HUD will consider requested changes to this form that are necessary to comply with state or local law. All such requests must be accompanied by a substantive explanation prepared by counsel to the Subordinate Lender. HUD’s written acceptance of any changes for state or local law will result in a template Subordination Agreement- Public, for a given jurisdiction and program. Consistent with the PRA, permission to use any such HUD-approved template will expire upon implementation of the next OMB-approved version of this form. When a new OMB form is issued, public lenders may request HUD consideration of changes to the new form in accordance with the level of flexibility the form provides.}

Project Name: 42nd and Central
HUD Project No: 092-35878

THIS **SUBORDINATION AGREEMENT ("Agreement")** is entered into this _____ day of _____, 2022 by and among (i) Colliers Mortgage LLC, a Delaware limited liability company ("**Senior Lender**"), (ii) City of Columbia Heights, Minnesota, a municipal corporation ("**Subordinate Lender**"), and (iii) 42 Central Limited Partnership, a Minnesota limited partnership ("**Borrower**").

Recitals

WHEREAS, Borrower is the owner of that certain 62 unit residential rental development known as "42nd and Central" ("**Project**"), located at 800 42nd Avenue NE, Columbia Heights, Minnesota. Senior Lender has made or is making the senior mortgage loan as described on Schedule A hereto to Borrower in the original principal amount(s) as shown on Schedule A, evidenced by the Note described in Schedule A ("**Senior Note**"), and secured by, among other things, the Security Instrument as described in Schedule A (collectively, "**Senior Security Instrument**"), covering the property described in Exhibit A attached hereto together with all improvements thereon and personal property used relative thereof, all as more particularly described in the Senior Security Instrument ("**Mortgaged Property**").

WHEREAS, Borrower has requested Senior Lender to permit Subordinate Lender to make a subordinate loan to Borrower in the amount of \$820,000.00 ("**Subordinate Loan**"), pursuant to the Subordinate Loan Documents as defined below, and secured by, among other things, a mortgage lien against the Mortgaged Property.

WHEREAS, Senior Lender, with the approval of the U.S. Department of Housing and Urban Development ("**HUD**"), has agreed to permit Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement and in accordance with Program Obligations. "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: Handbooks, guides, notices, and mortgagee letters are available on "HUDCLIPS," at www.hud.gov.

NOW, THEREFORE, in order to induce Senior Lender to permit Subordinate Lender to make the Subordinate Loan to Borrower and to place a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

(a) "**Affiliate**" is any person or business concern that directly or indirectly controls policy of a principal or has the power to do so is an affiliate. Persons and business concerns controlled by the same third party are also affiliates.

(b) "**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

(c) "**Borrower**" means all entities identified as "Borrower" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally). Borrower shall include any entity taking title to the

Mortgaged Property, whether or not such entity assumes the Senior Note, provided that the term "Borrower" shall not include Senior Lender in the event that Senior Lender may acquire title to the Mortgaged Property. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Senior Security Instrument.

(d) "Business Day" means any day other than Saturday, Sunday or any other day on which Senior Lender or HUD is not open for business.

(e) "Covenant Event of Default" is defined in the Senior Security Instrument.

(f) "Entity" means an estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

(g) "Monetary Event of Default" is defined in the Senior Security Instrument.

(h) "Non-Project Sources" means any funds that are not derived from Project Sources.

(i) "Project Sources" means the Mortgaged Property (as defined in the Senior Security Instrument), any proceeds of the Senior -Indebtedness, and any reserve or deposit made with Senior Lender or any other party as required by HUD in connection with the Senior Indebtedness.

(j) "Senior Indebtedness" means all present and future indebtedness, obligations, and liabilities of Borrower to Senior Lender under or in connection with the Senior Loan Documents.

(k) "Senior Lender" means the Entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

(l) "Senior Loan Documents" means the Senior Note, the Senior Security Instrument, and the Regulatory Agreement between Borrower and HUD, as such documents may be amended from time to time and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Senior Indebtedness, as identified in Schedule A.

(m) "Senior Security Instrument Default" means a "Monetary Event of Default" or a "Covenant Event of Default" as defined in the Senior Security Instrument.

(n) "Subordinate Indebtedness" means all present and future indebtedness, obligations, and liabilities of Borrower to Subordinate Lender under or in connection with the Subordinate Loan or the Subordinate Loan Documents.

(o) "Subordinate Lender" means the Entity named as such in the first paragraph on page 1 of this Agreement.

(p) "Subordinate Loan Documents" means the Subordinate Note, the Subordinate Mortgage, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate

Indebtedness, as identified in Schedule B. The terms Subordinate Note and Subordinate Mortgage are defined in Schedule B.

(q) "Subordinate Loan Enforcement Action" means the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

(r) "Subordinate Mortgage Default" means any act, failure to act, event, conditions, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Lender to take a Subordinate Loan Enforcement Action.

(s) "Surplus Cash" is defined herein to mean the same as that term is defined in the Regulatory Agreement between Borrower and HUD.

2. Permission to Allow Mortgage Lien Against Mortgaged Property.

Senior Lender consents, subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property (which are subordinate in all respects to the lien of the Senior Security Instrument) to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan. Senior Lender agrees that the existence of the Subordinate Loan does not create a basis for default of the Senior Indebtedness. Such consent is subject to the condition that each of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to Borrower. If any of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are not true and correct on both of those dates, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Mortgaged Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and, with respect to subsections (a) through (d) below, Subordinate Lender each make the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents. The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage.

(b) Terms of the Subordinate Loan. The original principal amount of the Subordinate Note is \$820,000.00. Interest on the Subordinate Note accrues monthly at the rate of 1% per annum. The Subordinate Note is due and payable in full on December 31, 2063 ("Maturity"). The Maturity term of the Subordinate Note does not end before the maturity term of the Senior Note, unless the Subordinate Note is forgivable as set forth below and Borrower satisfies all requirements in the Subordinate Loan Documents to result in the Subordinate Note being eligible for forgiveness. The principal of the Subordinate Note will have a balloon principal payment of \$820,000.00 due at Maturity. The promissory note evidencing the Subordinate Note obligates Borrower to make payments as follows: the principal and accrued interest on the Subordinate Loan shall be due and payable in one lump sum at Maturity, subject to Section 3(c) immediately below.

(c) Required HUD Language in Subordinate Note. The Subordinate Note contains or incorporates the following provisions.

"As long as HUD is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. 092-35878, the following provisions ("**HUD Provisions**") shall be in full force and effect:

(1) any payments due under the Subordinate Note shall be payable only (i) from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Note;

(2) no prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.

(3) this Subordinate Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;

(4) interest on the Subordinate Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument;

(5) Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Subordinate Note;

(6) the terms and provisions of this Subordinate Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Subordinate Note may not be modified or amended without the written consent of HUD; and

(7) in the event of any conflict between the terms of the Subordinate Note and the HUD Provisions, the terms of the HUD Provisions shall control.”

(d) Relationship of Borrower to Subordinate Lender. Subordinate Lender is not an Affiliate of Borrower.

(e) Subordinate Loan Documents. Borrower certifies that the executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, HUD prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

(f) Senior Loan Documents. The executed Senior Loan Documents are the same forms as approved by HUD prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

4. Deliveries.

Borrower shall submit the following items to Senior Lender and HUD at closing:

(a) Title Evidence. Evidence of title (title policy or title policy endorsement, as appropriate) insuring the lien of the Senior Security Instrument which insures that (i) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Mortgage, and (ii) this Agreement has been recorded among the applicable land records.

(b) Loan Documents. A complete set of the Subordinate Loan Documents, including this Subordination Agreement.

5. Terms of Subordination.

(a) Agreement to Subordinate. Senior Lender and Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all

respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

(b) Subordination of Subrogation Rights. Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Security Instrument Default. Until Subordinate Lender receives a default notice of a Senior Security Instrument Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents provided that such payments are otherwise permitted under the terms of this Agreement.

(d) Payments After Senior Security Instrument Default. Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Security Instrument Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a default notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Project Sources on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) unless either (i) such payment is being made solely from Non-Project Sources or (ii) such payment is made with Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Security Instrument Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new default notice from Senior Lender in accordance with the provisions of this Section 5(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after Subordinate Lender receives a default notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents (other than payments permitted under subsection (d) above), Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Mortgage Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any Bankruptcy Proceeding with respect to Borrower, without Senior Lender's prior written consent.

6. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. Subordinate Lender shall deliver to Senior Lender a default notice within five Business Days in each case where Subordinate Lender has given a default notice to Borrower. Failure of Subordinate Lender to send a default notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the opportunity, but not the obligation, to cure any Subordinate Mortgage Default within 60 days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents, subject to the limitations set forth in Section 6(b) below.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(1) If a covenant Subordinate Mortgage Default occurs and is continuing, Subordinate Lender agrees that it will not, for a period of one hundred eighty (180) days after giving notice of such Subordinate Mortgage Default to Senior Lender and HUD (the "**Standstill Period**"), commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other

rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. During the Standstill Period, Subordinate Lender agrees to use best efforts to resolve the Subordinate Mortgage Default, in an effort to avoid the pursuit of available remedies by the Subordinate Lender. After the expiration of the Standstill Period and in the event Subordinate Lender forecloses on the Mortgaged Property, the purchaser must comply with HUD's Previous Participation regulations and processes, Transfer of Physical Asset requirements, and Program Obligations before it can take title to the Mortgaged Property.

(2) Subordinate Lender further agrees that if a monetary Subordinate Mortgage Default occurs and is continuing, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. The preceding prohibition on foreclosure for a monetary Subordinate Mortgage Default excludes the acceleration of any part or all of the Subordinate Indebtedness resulting from a covenant Subordinate Mortgage Default.

(3) Nothing in this subsection (b) shall (i) limit Subordinate Lender's right to bring an action seeking recovery solely from Non-Project Sources or (ii) preclude Subordinate Lender from exercising or enforcing all the rights available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable law to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions.

7. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. Senior Lender shall deliver to Subordinate Lender a default notice within five Business Days in each case where Senior Lender has given a default notice to Borrower (provided that Senior Lender shall have no liability to Borrower, Subordinate Lender or to any other Entity for failure to timely give such notice). Failure of Senior Lender to send a default notice to Subordinate Lender shall not prevent the exercise of Senior Lender's right and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Borrower agrees that Subordinate Lender shall have the opportunity, but not the obligation, to cure either a Monetary Event of Default or a Covenant Event of Default within 30 days following the date of such notice, or any time prior

to an assignment of the Senior Security Instrument from Senior Lender to HUD, whichever date is later. Subordinate Lender acknowledges that Senior Lender shall be entitled during such period described above to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender shall have the opportunity to cure a Covenant Event of Default during such period described above so long as there is no Monetary Event of Default under the Senior Loan Documents. All amounts paid by Subordinate Lender to Senior Lender to cure any default under the Senior Loan Documents shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

(b) Cross Default. Subordinate Lender certifies that the Subordinate Loan Documents do not contain a cross default provision. Notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Security Instrument Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents.

8. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; and (b) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be; give Borrower the right to notice of any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents, as applicable; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

9. Rights and Obligations of Subordinate Lender under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Security Instrument Defaults pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by or with the written consent of Senior Lender; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (to payment of the costs and expenses of repair and restoration and/or to payment of the Senior Security Instrument) in the manner determined by Senior Lender in its sole discretion consistent with the Senior Loan Documents; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Security Instrument, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Security Instrument shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents. Any proceeds then remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents shall be paid by the Subordinate Lender to Borrower.

(c) No Modification of Subordinate Loan Documents. Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the

interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

10. Modification of Senior Loan Documents; Refinancing of Senior Indebtedness; Transfer of Physical Assets.

- (a)** Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, provided however, there shall be no modification of the Senior Loan Documents without the consent of the Subordinate Lender if such modification would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.
- (b)** Subordinate Lender agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness in accordance with Program Obligations (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Indebtedness, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the indebtedness related to the refinance loan, the refinance note, the security instrument securing the refinance note, all documents evidencing, securing or otherwise pertaining to the refinance note and the holder of the refinance note, provided however, there shall be no refinancing of the Senior Indebtedness without the consent of the Subordinate Lender if such refinancing would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.
- (c)** Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if HUD grants a deferment of amortization or forbearance that results in an extended maturity of the Senior Indebtedness.
- (d)** Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if the Subordinate Note is due, and there are no Surplus Cash funds or Residual Receipts (if applicable) available for repayment, and the

Senior Indebtedness has not been repaid in full. (The parties agree that distributions of Residual Receipts must be approved by HUD and can only be approved by the terms of a written agreement between HUD and the Borrower).

- (e) Subordinate Lender further agrees that the Subordinate Indebtedness is assumable when a sale or transfer of physical assets occurs and the Senior Indebtedness remains in place.

11. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting Lender shall have the right to all available legal and equitable relief.

12. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating next Business Day delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two Business Days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

COLLIERS MORTGAGE LLC
90 South 7th Street, Suite 4300
Minneapolis, MN 55402
Attention: Asset Management / FHA Servicing

With a copy to:

U.S. Department of Housing and Urban Development
Director - Office of Multifamily Asset Management
Room 6160
451 Seventh Street, S.W.
Washington, DC 20410

SUBORDINATE LENDER:

City of Columbia Heights, Minnesota
590 – 40th Avenue NE
Columbia Heights, Minnesota 55421
Attention: Community Development Director

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

13. General.

(a) Assignment/Successors. This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

(b) No Partnership or Joint Venture. Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of any other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances; UCC Financing Statements. Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Loan Documents are subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement. Senior Lender is hereby authorized to file any and all UCC financing statement amendments required to reflect the priority of the Senior Indebtedness.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Mortgaged Property is located, except, so long as the

Senior Indebtedness is insured or held by HUD, and solely as to rights and remedies of HUD, federal jurisdiction may be appropriate pursuant to any federal requirements. The State courts, and with respect to HUD's rights and remedies, federal courts, and governmental authorities in the State in which the Mortgaged Property is located, shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Subordinate Loan Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement. Notwithstanding the foregoing, in the event the Senior Indebtedness is refinanced or a transfer of physical assets occurs, the term of this Agreement shall continue and the Subordinate Indebtedness and Subordinate Loan Documents shall be subordinate to any such indebtedness related to the refinanced or transferred loan as provided in Section 10 above.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[signature pages follow]

42nd & Central
Columbia Heights, Anoka County, Minnesota
FHA Project No. 092-35878

SENIOR LENDER:

COLLIERS MORTGAGE LLC, a Delaware
limited liability company

By: _____
Timothy M. Larkin
Senior Executive Vice President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

On this ____ day of _____, 2022, before me, the undersigned, personally appeared Timothy M. Larkin, Senior Executive Vice President of COLLIERS MORTGAGE LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

Print Name: _____

My Commission Expires: _____

Schedule A – List of Senior Loan Documents

The following are collectively referred to as the “**Senior Loan Documents**”:

- A. Note (HUD-94001M) dated _____ 1, 2022, executed by Borrower, in favor of Colliers Mortgage LLC, a Delaware limited liability company, in the original principal amount of \$_____.00) (the “**Senior Note**”)
- B. Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement (Minnesota) (HUD-94000M), dated _____ 1, 2022, executed by Borrower, in favor of Colliers Mortgage LLC, a Delaware limited liability company (the “**Senior Security Instrument**”)
- C. Regulatory Agreement for Multifamily Projects (HUD-92466M) dated _____ 1, 2022, executed by Borrower, and the United States Department of Housing and Urban Development (the “**Regulatory Agreement**”)
- D. All other documents at any time evidencing, securing, guaranteeing or otherwise delivered in connection with the Senior Indebtedness

Schedule B – List of Subordinate Loan Documents

The following are collectively referred to as the “**Subordinate Loan Documents**”:

- A. “Subordinate Note” means that certain Note by Borrower in favor of Subordinate Lender dated _____, 2022.
- B. “Subordinate Mortgage” means that certain Combination Mortgage and Security Agreement by Borrower in favor of Subordinate Lender dated _____, 2022.
- C. That certain Loan Agreement between Borrower and Subordinate Lender dated _____, 2022.
- D. That certain Subrecipient Funding Agreement between Borrower and Subordinate Lender dated _____, 2022.
- E. All other documents at any time evidencing, securing, guaranteeing or otherwise delivered in connection with the Subordinate Indebtedness

EXHIBIT A: LEGAL DESCRIPTION

Lot 2, Block 1, Northwestern 3rd Addition, Anoka County, Minnesota.

(Abstract Property)

CL205-81-793199.v4

Fourth Draft
Thursday, April 28, 2022

COMBINATION MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE SECURES A LOAN MADE UNDER AN AFFORDABLE HOUSING PROGRAM BY A STATE OR LOCAL GOVERNMENT AGENCY, AND AS SUCH IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINNESOTA STATUTES SECTION 287.04(F).

THIS COMBINATION MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the “Mortgage”) is made and given as of the ___ day of June, 2022, by **42 CENTRAL LIMITED PARTNERSHIP**, a Minnesota limited partnership (the “Mortgagor”) in favor of the **CITY OF COLUMBIA HEIGHTS, MINNESOTA**, a municipal corporation, home rule city, and political subdivision of the State of Minnesota (hereinafter designated as “Mortgagee”).

RECITALS:

WHEREAS, Mortgagor hereby mortgages and conveys to Mortgagee the real property and improvements situated in the County of Anoka, State of Minnesota, and legally described on EXHIBIT A attached hereto and made a part hereof, the leases and rents with respect to the real property and improvements and all personal property and equipment, and all products and proceeds thereof owned by Mortgagor and used in the operation of the Project (as defined in the Loan Agreement) (herein, collectively the “Property”); and

WHEREAS, this Mortgage, together with the Loan Agreement (the “Loan Agreement”) of even date herewith between the Mortgagor and the Mortgagee and all other documents securing the Loan as defined below (collectively, the “Loan Documents”) are given in consideration of and as security for the payment of Eight Hundred Twenty and No/100 Dollars (\$820,000.00) (the “Loan”), receipt of which is hereby acknowledged and which is made to enable Mortgagor to develop the Grant-Eligible Activities (as defined in the Loan Agreement). The Loan is evidenced by a Note (the “Note”) in the amount of Eight Hundred Twenty and No/100 Dollars (\$820,000.00) executed by the Mortgagor, to the order of the Mortgagee of even date herewith. The unpaid principal sum shall be due and payable by the Mortgagor in full on December 31, 2063 in accordance with the Note (the “Maturity Date”).

AGREEMENTS:

NOW, THEREFORE, to secure (a) the due and punctual payment of principal on the Note and the obligations of Mortgagor under the Loan Agreement and all renewals, extensions and modifications thereof any agreements or obligations issued in substitution therefore (provided the principal amount secured by this Mortgage shall not exceed \$820,000.00) and (b) the performance of all the covenants and agreements of Mortgagor herein, in the Loan Agreement and in any other agreement now or hereafter entered into between the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein (the payment and other obligations evidenced by the Loan Agreement, this Mortgage and all such other agreements are hereinafter collectively referred to as the "Indebtedness"), the Mortgagor does hereby mortgage, grant, bargain, sell, assign, transfer and convey unto the Mortgagee forever, with power of sale the following:

I.

All of Mortgagor's right, title and interest in and to the Property and the buildings, structures, other improvements, fixtures and personal property now standing or at any time hereafter constructed or placed upon the Property (the "Improvements"), including but not limited to (i) all building materials, supplies and equipment now or hereafter located on the Property and suitable or intended to be incorporated in any Improvements located or to be erected on the Property, (ii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air-conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used upon the Property or in any of the Improvements now or hereinafter located thereon, (iii) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to and of any and all of the foregoing, (iv) all hereditaments, easements, appurtenances; estates, and other rights and interests now or hereafter belonging to or in any way pertaining to the Property or to any of the Improvements now or hereafter located thereof, and (v) all tangible personal property owned by the Mortgagor and now or at any time hereafter located on or relating to the Property.

II.

All rents, issues, profits, condemnation awards, revenues and income arising from the ownership, operation or sale of the Property and the Improvements and all proceeds and products thereof (herein collectively called "Revenues and Income").

To Have and To Hold the Property and the Improvements (together the "Mortgaged Property"), and the Revenues and Income unto the Mortgagee forever; provided, nevertheless, that this Mortgage is granted upon the express condition that if the Mortgagor shall cause to be paid to the Mortgagee as and when due and payable the Indebtedness, and shall also keep and perform each and every covenant and agreement of Mortgagor herein contained, then, this Mortgage and the estate hereby granted shall cease and be and become void and shall be released of record at the expense of the Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

The Mortgagor represents, warrants and covenants to and with the Mortgagee that Mortgagor is lawfully seized of the Property and has good right and full power and authority to execute this Mortgage and to mortgage the Mortgaged Property; that the Mortgagor owns the Mortgaged Property free from all liens; security interests and encumbrances except as agreed to by Mortgagee (the "Permitted Encumbrances"); that the Mortgagor will warrant and defend the title to the Mortgaged Property and the lien of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, except the Permitted Encumbrances. The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Property.

The Mortgagor further covenants and agrees as follows:

1. Payment of the Indebtedness and Compliance with Other Agreements.

(a) Mortgagor will cause the principal on the Indebtedness to be duly and punctually paid in accordance with the terms of the Note, the Loan Agreement and this Mortgage, when and as due and payable. The provisions of the Note and Loan Agreement are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

(b) Mortgagor will duly and punctually perform each and every obligation under the Loan Agreement and any other agreement on or hereafter entered into by the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein.

2. Payment of Taxes, Assessments and Other Charges; Escrow. Subject to paragraph 6 relating to contests, the Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Mortgagor shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness secured hereby, provided that the Mortgagor shall not be obliged to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby; and provided further that nothing herein contained shall be construed as requiring Mortgagor to pay any net income, profits or revenues taxes of the Mortgagee. Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this paragraph and shall furnish receipts evidencing such payments within 10 days after such payments are made.

3. Payment of Utility Charges. Subject to paragraph 6 relating to contests, the Mortgagor shall pay all charges made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and will upon written request of Mortgagee, furnish proper receipts evidencing such payment.

4. Liens. Subject to paragraph 6 hereof relating to contests, the Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Mortgaged Property or

Revenues and Income or any part thereof which may have priority over the lien hereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, and other than any lien granted in connection with the current financing secured by the Property, and Permitted Encumbrances. Subject to paragraph 6 relating to contests, Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

5. Compliance with Laws. Subject to paragraph 6 relating to contests, Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof. Mortgagor shall not use or occupy nor permit the use and occupancy of the Property without a current Certificate of Occupancy issued by the City of Columbia Heights.

6. Permitted Contests. The Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 2 hereof, (ii) pay any charges referred to in paragraph 3 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 4 hereof, or (iv) comply with any statute, law, rule, order, regulation or ordinance referred to in paragraph 5 hereof, so long as Mortgagor shall (a) contest, in good faith, the existence, or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof, and (b) shall give such security to the Mortgagee as may be reasonably demanded by the Mortgagee to insure compliance with the foregoing provisions of this paragraph 6. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 6.

7. Insurance. The Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and any other hazards for which the Mortgagee requires insurance for full replacement value of the improvements. This insurance shall be maintained in the amounts and for the periods as required under the terms of the Loan Agreement. If the Mortgagor fails to maintain coverage described above, the Mortgagee may, at the Mortgagee's option, obtain coverage to protect the Mortgagee's rights in the Mortgaged Property in accordance with paragraph 6.

All insurance policies and renewals shall be reasonably acceptable to the Mortgagee and shall include a standard mortgage clause. If the Mortgagee requires, the Mortgagor shall promptly give to the Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Mortgaged Property is acquired by the Mortgagee, the Mortgagor's rights to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to the Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

8. Preservation and Maintenance of Mortgaged Property. Mortgagor (i) shall keep the buildings and other Improvements hereafter erected as part of the Project on the Property in safe and good repair and condition, ordinary wear and tear and damage by insured casualty excepted (provided that Mortgagor may proceed to demolish the existing buildings when vacant), (ii) shall reasonably maintain the parking and landscaped areas of the Mortgaged Property, (iii) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, and (iv) shall not remove from the Property any of the fixtures and personal property included in the Mortgaged Property unless the same is immediately replaced with like property of at least equal value and utility (provided that Mortgagor may proceed to demolish and remove all existing personal property and fixtures located on the Property).

9. Inspection. The Mortgagee, or its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. The Mortgagee shall, however, have no duty to make such inspection.

10. Protection of Mortgagee's Security. Subject to the rights of the Mortgagor under paragraph 6 hereof, if the Mortgagor fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at Mortgagee's option, upon advance written notice to Mortgagor, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective upon the occurrence of an Event of Default, to enter upon the Mortgaged Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreement to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph 10, shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 10 shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph 10.

11. Condemnation.

(a) Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings (hereinafter called "Taking"). Forthwith upon receipt by Mortgagor of notice of the institution of any proceeding or negotiations for a Taking, Mortgagor shall give notice thereof to Mortgagee. Mortgagee may

appear in any such proceedings and participate in any such negotiations and may be represented by counsel. Mortgagor, notwithstanding that Mortgagee may not be a party to any such proceeding, will promptly give to Mortgagee copies of all notices, pleadings, judgments, determinations, and other papers received by Mortgagor therein. Mortgagor will not enter into any agreement permitting or consenting to the Taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless Mortgagee shall first have consented thereto in writing, which consent will not be unreasonably withheld. All Taking awards shall be adjusted jointly by Mortgagor and Mortgagee. All awards payable as a result of a Taking shall be paid to Mortgagee, which may, at its option, apply them after first deducting Mortgagee's expenses incurred in the collection thereof, to the payment of the Indebtedness, whether or not due and in such order of application as Mortgagee may determine, or to the repair or restoration of the Mortgaged Property, in such manner as Mortgagee may determine. Any application of Taking awards to principal of the Indebtedness shall not extend or postpone the due date of the installments payable under the Indebtedness or change the amount of such installments.

(b) If the Taking involves a taking of any building or other Improvements now or hereafter located on the Property, Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and complete repair or restoration of the Mortgaged Property as nearly as possible to its size, type and character immediately prior to the Taking, but only to the extent that the condemnation awards are available or adequate to complete such repair or restoration.

(c) Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expense (including reasonable attorneys' fees) incurred in the collection of awards.

12. Information; Books and Records. Mortgagor will prepare or cause to be prepared at Mortgagor's expense and deliver to Mortgagee immediately upon becoming aware of the existence of any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default, written notice specifying the nature and period of existence thereof and what action Mortgagor have taken, is taking or proposes to take with respect thereto. Mortgagor shall keep and maintain at all times at Mortgagor's address stated below or at such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records in sufficient detail to reflect correctly the receipts and expenses in connection with the acquisition, construction, operation and/or sale of the Mortgaged Property and copies of all written contracts, leases and other instruments which affect the Mortgaged Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection by the Mortgagee or its representative during ordinary business hours.

13. Indemnification by the Mortgagor. The Mortgagor shall bear all loss, expense (including reasonable attorneys' fees) and damage in connection with, and agrees to indemnify and hold harmless the Mortgagee and its agents, servants and employees (the "Indemnified Parties") from, all claims, demands and judgments made or recovered against the Indemnified Parties because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Mortgagee or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the construction and/or operation of the Improvements prior to appointment of a receiver or foreclosure of this Mortgage or arising

by reason of the presence of hazardous or toxic substances on the Property or in the Improvements or releases thereof from the Mortgaged Property, whether or not due to any act of omission or commission, including negligence of the Mortgagor or Mortgagor's employee, servants or agents. The Mortgagor's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Mortgagor or subject to any exclusion from coverage in any insurance policy. The obligations of the Mortgagor under this paragraph shall survive the payment of the Note. Provided, however, that Mortgagor shall not be required to indemnify, defend, and hold harmless the Indemnified Parties from and against any of the foregoing if such claims, demands, losses, expenses, and/or judgements made or recovered against or suffered by the Indemnified Parties are the result of the gross negligence or intentional misconduct of such Indemnified Parties.

14. Security Interest. This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) the tangible personal property and fixtures included in the Mortgaged Property (as more particularly described in Granting Clause I of this Mortgage) and the Revenues and Income (as more particularly described in Granting Clause II). The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to the Mortgagee) which the Mortgagee may reasonably consider necessary or appropriate to perfect its interest.

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) Mortgagor shall fail to duly and punctually pay any obligation payable under the Note or Loan Agreement which is not cured within ten (10) business days after written notice from Mortgagee.

(b) Mortgagor shall fail duly to perform or observe any of the covenants or agreements contained in this Mortgage (other than default in the performance, or breach, of any covenant of the Mortgagor in paragraph 1(a) hereof) and such failure shall continue for a period of sixty (60) days after the Mortgagee has given written notice to the Mortgagor specifying such default or breach.

(c) Mortgagor shall make assignment for the benefit of Mortgagor's creditors, or shall admit in writing Mortgagor's inability to pay Mortgagor's debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of petition filed against the Mortgagor in such proceedings, or shall not, within 90 days after the filing of such petition against the Mortgagor, have same dismissed or vacated, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of the Mortgagor's properties or of the Mortgaged Property or shall not, within 90 days after the appointment (without the Mortgagor's consent or acquiescence) of a trustee, receiver or liquidator of any material part of the Mortgagor's properties or of the Mortgaged Property, have such appointment vacated.

(d) An Event of Default under the Loan Agreement (as defined in the Loan Agreement) or Note shall have occurred and be continuing or the Mortgagor shall be in default under any other agreement now or hereafter entered into by the Mortgagor and the Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein after expiration of any applicable cure periods.

(e) The Mortgagor's investor limited partner, Bridgewater Bank, a Minnesota banking corporation (the "Investor Limited Partner"), shall have an opportunity, but not an obligation, to cure any defaults under this Mortgage, and such cure shall be accepted by the Mortgagee as if cured by the Mortgagor itself.

16. Remedies. Whenever any Event of Default shall have occurred and be subsisting, the Mortgagee may, at its option, exercise one or more of the following rights and remedies (and/or any other rights and remedies available to it):

(a) Mortgagee may, by written notice to the Mortgagor, declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

(b) Mortgagee shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property and with respect to the Revenues and Income all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Minnesota. If notice to the Mortgagor of the intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor (in the manner specified in paragraph 20) at least ten (10) calendar days prior to the date of intended disposition. Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

(c) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of Minnesota in such case made and provided, power being expressly granted to sell the Mortgaged Property at public auction and convey the same to the purchaser in tenant interest or in fee simple as the case may be of the Mortgagor's interest in the Property at the time of such sale and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees the Mortgagor agree to pay.

THE MORTGAGOR HEREBY CONSENTS TO AND ACKNOWLEDGES THE RIGHT OF THE MORTGAGEE, AT MORTGAGEE'S OPTION, TO ACT TO FORECLOSE THIS MORTGAGE BY ACTION OR ADVERTISEMENT PURSUANT TO MINNESOTA STATUTES CHAPTERS 580 OR 581. A POWER OF SALE BEING HEREIN EXPRESSLY GRANTED WHICH SHALL ALLOW THE MORTGAGEE TO SELL AT PUBLIC AUCTION AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PROPERTY, MORTGAGOR ACKNOWLEDGES THAT SUCH SERVICE NEED NOT BE MADE ON THE MORTGAGOR PERSONALLY UNLESS THE MORTGAGOR IS AN OCCUPANT OF THE MORTGAGED PROPERTY AND THAT NO HEARING IS REQUIRED

IN CONNECTION WITH THE SALE. MORTGAGOR EXPRESSLY WAIVES ANY AND ALL RIGHTS TO PRIOR NOTICE OF SALE AND ANY AND ALL RIGHTS TO PRIOR HEARING IN CONNECTION WITH THE SALE. OUT OF THE PROCEEDS OF SUCH SALE THE PRINCIPAL AMOUNT OF THE LOAN SHALL BE PAID TOGETHER WITH ALL LEGAL COSTS AND CHARGES OF FORECLOSURE WITH MAXIMUM ATTORNEY'S FEES PERMITTED BY LAW.

(d) The Mortgagee shall be entitled, without notice and without any showing of waste of the Mortgaged Property, inadequacy of the Mortgaged Property as security for the Indebtedness, or insolvency of the Mortgagor, to the appointment of a receiver of the rents and profits of the Mortgaged Property, including those past due.

(e) Mortgagee may pursue one or more of the remedies provided for in the Loan Agreement or any other agreement now or hereafter entered into between the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated herein.

17. Estoppel Certificate. Mortgagor agrees at any time and from time to time, upon not less than fifteen (15) days' prior notice by Mortgagee, to execute, acknowledge and deliver, without charge, to Mortgagee or to any person designated by Mortgagee, a statement in writing certifying, to the best of its knowledge, that this Mortgage is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), the principal amount then secured hereby, that Mortgagor has not received any notice of default or notice of acceleration or foreclosure of this Mortgage (or if Mortgagor has received such a notice, that it has been revoked, if such be the case), that to the knowledge of Mortgagor no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case), the Mortgagee to Mortgagee's knowledge have no claims or offsets against Mortgagee (or if Mortgagee have any such claims, specifying the same), and the dates to which the principal and the other sums and charges payable by Mortgagor pursuant to the Loan Agreement have been paid. In the event Mortgagor fails to execute, acknowledge and deliver such statement within the time above required, Mortgagor hereby appoint and constitute Mortgagee as Mortgagor's attorney-in-fact to do so (which power of attorney is coupled with an interest and is irrevocable), the Mortgagor shall be fully bound by any such statement executed by Mortgagee on Mortgagor's behalf to the same extent as if Mortgagor had executed, acknowledged and delivered the same. Mortgagee agrees to provide statements of the principal balance payable pursuant to the Note from time to time upon request of Mortgagor.

18. Forbearance Not a Waiver, Rights and Remedies Cumulative. No delay by the Mortgagee in exercising any right shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Mortgagee of any particular provision of this Mortgage shall be deemed effective unless in writing signed by the Mortgagee. All such rights and remedies provided for herein or which the Mortgagee may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. The Mortgagee's taking action pursuant to paragraph 10 or receiving proceeds, awards or damages pursuant to paragraph 7 or 11 shall not impair any right or remedy available to the Mortgagee under paragraph 16 hereof. Acceleration of maturity of the Indebtedness, once claimed hereunder

by the Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Indebtedness.

19. Successors and Assigns Bound; Number; Gender; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assignees of the Mortgagee and the Mortgagor. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractor as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Notice. Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor when mailed by certified mail by the Mortgagee or its agents to the Mortgagor at the address set forth in paragraph 26(a) below or at such other address as the Mortgagor may designate in writing to the Mortgagee. Any notice from the Mortgagee to the Mortgagor shall also be provided to the other parties at the addresses set forth in paragraph 26(a) below.

21. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Minnesota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

22. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Waiver of Marshaling. Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein and waives any right to have the Mortgaged Property sold in separate tracts pursuant to Section 580.08, Minnesota Statute.

24. Construction Mortgage. This Mortgage secures an obligation incurred for the construction of an improvement on land and is a construction mortgage.

25. Application of Rents. Notwithstanding anything to the contrary herein, all rents collected by the Mortgagee or any receiver each month shall be applied as determined by Mortgagor, or as otherwise determined by applicable law.

26. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in Granting Clause I of this Mortgage) which

are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (a) Name and Address of Mortgagor:
 42 Central Limited Partnership
 c/o Reuter Walton Development, LLC
 4450 Excelsior Boulevard, Suite 400
 St. Louis Park, MN 55416
 Attention: General Counsel

and copies to:

Stoel Rives LLP
 600 University Street, Suite 3600
 Seattle, WA 98101
 Attention: Sallie Lin

Bridgewater Bank
 4450 Excelsior Boulevard, Suite 100
 St. Louis Park, MN 55416
 Attention: Ross Wieser

Faegre Drinker Biddle & Reath LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402
 Attention: Angela M. Christy, Esq.

- (b) Name and Address of Secured Party:
 City of Columbia Heights, Minnesota
 590 – 40th Avenue NE
 Columbia Heights, Minnesota 55421
 Attention: Community Development Director
- (c) This document covers goods which are or are to become fixtures.

27. Additional Provisions.

(a) Mortgagee agrees, notwithstanding any other provision herein to the contrary, that in the event of a foreclosure of the Property, that no tenant may be evicted or tenancy terminated (other than for good cause), and the rent on no apartment unit may be increased, for the three year period following foreclosure if such eviction, termination of tenancy or increase in rent would be contrary to the provisions of Section 42(h)(6)(E) of the Internal Revenue Code of 1986, as amended. This Mortgage is expressly subordinate to this provision.

(b) This Mortgage and the Note shall be construed according to the laws of the State of Minnesota.

(c) In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part hereof, Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Mortgagee for repayment of the remaining balance of the Loan.

(d) The Mortgagor will permit the Mortgagee's authorized representatives to enter the Property at all times during normal business hours subject to the rights of the tenants for the purpose of inspecting the same; provided the Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

(e) Mortgagor hereby agrees to defend, indemnify, and hold harmless Mortgagee from and against any and all claims, losses, damages, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees) incurred by Mortgagee as a result of any hazardous materials or substances which are on the Property in violation of applicable environmental laws at any time during which Mortgagor shall be in custody or control of the Property; and this indemnification shall remain in full force and effect and shall survive the repayment of the Loan and the exercise of any remedy by the Mortgagee hereunder including a foreclosure of the Mortgage or the acceptance of a deed in lieu of foreclosure.

(f) Mortgagor shall have the right and privilege, but not the obligation, to borrow additional funds and to further encumber the security and collateral given and pledged to Mortgagee hereunder at any time, from time to time, and as often as Mortgagor shall determine, but only with the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, delayed and conditioned, except for the Permitted Encumbrances identified in EXHIBIT B.

(g) If the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, subject to any applicable cure periods and rights of Mortgagor's partners to cure, or if any action or proceeding is commenced which effects the Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at Mortgagee's option, upon sixty (60) days advance written notice to Mortgagor, may perform such covenants and agreements to defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective sixty (60) days after written notice, to enter upon the Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph shall become additional indebtedness of the

Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph.

28. Removal of General Partner. Notwithstanding anything to the contrary contained in the Loan Documents, the removal, or withdrawal in lieu of removal, of Mortgagor's general partner and/or class B limited partner, for cause as set forth in accordance with the Amended and Restated Agreement of Limited Partnership of the Mortgagor (the "Mortgagor's LPA") and the pledge to the Investor Limited Partner in connection with the bridge loan to Mortgagor by the Investor Limited Partner shall be permitted and shall not constitute a default under the Loan Documents and any amendment to Mortgagor's LPA to effectuate such transfers shall not require Mortgagee consent.

29. Assignment of Limited Partner Interest. Notwithstanding anything to the contrary contained in the Loan Documents, the interest of the Mortgagor's investor limited partner shall be freely transferable and any amendment to Mortgagor's LPA to effectuate such transfers shall not require Mortgagee consent.

30. Subordination. The Mortgagee agrees to subordinate its rights under this Mortgage to the holder of any mortgage securing the Property relating to the construction or permanent financing, under terms and conditions reasonably acceptable to the Mortgagee. Any subordination agreement must be approved by the City Council.

31. Rider. The Investor Rider attached hereto as Exhibit C is incorporated herein.

MORTGAGOR ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT AND THAT BEFORE SIGNING MORTGAGOR HAS FULLY UNDERSTOOD THE TERMS AND CONDITIONS HEREIN, AND THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER OR HAS SOUGHT LEGAL COUNSEL TO EXPLAIN SUCH TERMS AND CONDITIONS, RIGHTS AND THE WAIVER OF SUCH RIGHTS.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed as of the day and year first above written.

42 CENTRAL LIMITED PARTNERSHIP, a
Minnesota limited liability company

By: 42 Central GP LLC, a Minnesota limited
liability company
Its General Partner

By: _____
Name: Nicholas Walton
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2022, by Nicholas Walton, the Manager of 42 Central GP LLC, a Minnesota limited liability company, the general partner of 42 Central Limited Partnership, a Minnesota limited partnership, for and on behalf of said limited liability company and limited partnership.

Notary Public

Drafted by:
Kennedy & Graven, Chartered (SEL)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299

EXHIBIT A
LEGAL DESCRIPTION

Real property in the County of Anoka, State of Minnesota, described as follows:

Lot 2, Block 1, Northwestern 3rd Addition, Anoka County, Minnesota.

(Abstract Property)

EXHIBIT B
PERMITTED ENCUMBRANCES

The encumbrances of record identified in the title policy (File No. NCS-1019272-MPLS) issued by First American Title Insurance Company in favor of the Mortgagee.

EXHIBIT C

MORTGAGE LOAN RIDER

THIS RIDER is attached to and made a part of the promissory note and the mortgage or other document(s) evidencing, securing and governing a loan in the amount of Eight Hundred Twenty and No/100 Dollars (\$820,000.00) (the “Loan”) made by **42 CENTRAL LIMITED PARTNERSHIP**, a Minnesota limited partnership (“Borrower”) to **CITY OF COLUMBIA HEIGHTS, MINNESOTA**, a Minnesota municipal corporation (“Lender”) for the construction of sixty-two (62) units of affordable housing for families to be located at 800 42nd Avenue NE, Columbia Heights, Anoka County, Minnesota (the “Project”). The Amended and Restated Limited Partnership Agreement continuing the Partnership is referred to herein as the “Partnership Agreement”.

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing or securing the disbursement of the Loan (the “Loan Documents”), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. General Partner Change. The withdrawal, removal, transfer and/or replacement of the general partner of Borrower pursuant to the terms of the Amended and Restated Agreement of Limited Partnership of Borrower (“**Borrower’s Partnership Agreement**”) shall not require the consent of Lender nor constitute a default under any of the Loan Documents, and any such actions shall not accelerate the maturity of the Loan; provided that Borrower agrees to notify the Lender of any proposed replacement general partner prior to replacement, and, upon replacement, shall notify the Lender of the name and contact information of the replacement general partner within seven (7) days after the change has occurred.

2. Non-Recourse Obligation. The Loan is a non-recourse obligation of Borrower and its General Partner and Limited Partner. Neither Borrower nor the General Partner or Limited Partner shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

3. Transfer of Limited Partner Interests. Nothing in the Loan Documents shall limit or restrict the ability of Borrower’s limited partner, Bridgewater Bank, its successors and assigns (the “**Limited Partner**”) to transfer, sell or assign its ownership interest in Borrower, from time to time, without the consent of or notice to Lender, provided that the Limited Partner remains liable for payment of any then unpaid capital contributions to Borrower, as and when payable, as set forth in Borrower’s Partnership Agreement, notwithstanding any such transfer, sale or assignment. In particular, Lender hereby consents to any transfers, sales or assignments of limited partnership interests in Borrower to any affiliate of the Limited Partner or any entity in which the Limited Partner, or an affiliate, is the manager, managing member, or general partner and agrees that such transfers shall not constitute a default under the Loan Documents. However, the General Partner agrees to deliver written notice of the change in Limited Partner to Lender within seven (7) days after the change has occurred.

4. Replacement of Management Agent. The Lender acknowledges that Borrower's Limited Partner has the right, under the Borrower's Partnership Agreement, to direct the general partner to remove the Project's property management agent. Borrower agrees to give Lender notice of the proposed replacement property management agent, and the Lender agrees to consent to same, assuming that such replacement property management agent is acceptable to Borrower's Limited Partner and has experience in managing projects occupied by low-income households pursuant to Section 42 of the Internal Revenue Code.

5. Notice. All notices to Borrower's Limited Partner shall be sent in accordance with the procedures for delivering notices set forth in the Loan Documents to the following address or such alternate or additional contact names and/or addresses of which Lender is so notified in writing by the Limited Partner:

Limited Partner: Bridgewater Bank
 4450 Excelsior Boulevard, Suite 100
 St. Louis Park, MN 55416
 Attn: Ross Wieser

With a copy to: Faegre Drinker Biddle & Reath LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402
 Attn: Angela M. Christy

6. Notice and Cure Rights. The Lender agrees to give the Limited Partner written notice of any and all defaults by the Borrower under the Loan Documents, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below, prior to exercising any remedies under the Loan Documents. The Lender agrees to accept cure by the Limited Partner as if such cure were made by Borrower.

7. Monetary Default. If a monetary Event of Default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and the Limited Partner, simultaneous written notice of such Event of Default, Borrower shall have a period of ten (10) days after such notice is given within which to cure the Event of Default prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.

8. Non-Monetary Default. If a non-monetary Event of Default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Lender shall give Borrower and the Limited Partner simultaneous written notice of such Event of Default. If the Event of Default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the Event of Default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and

(b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the Event of Default prior to exercise of any remedies by Lender. If Borrower fails to take corrective action or to cure the Event of Default within a reasonable time, Lender shall give Borrower and the Limited Partner written notice thereof, whereupon the Limited Partner may remove and replace the General Partner with a substitute General Partner who shall effect a cure within a reasonable time thereafter in accordance with the foregoing provisions. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure an Event of Default or the Event of Default is not cured within sixty (60) days after the first notice of the Event of Default is given, or such longer period of time as may be specified in the Loan Documents. Notwithstanding the foregoing, it shall not be a non-monetary Event of Default under the terms of any of the Loan Documents if (y) Borrower defaults on an obligation to a third party and the amount subject to default is less than \$50,000.00 and (z) any guarantor defaults on an obligation to a third party.

9. Cross-Default. Lender shall not have the right to take any action against Borrower for a default of any party relating to a financing which is not secured by the Project.

10. Insecurity. Lender shall not take any actions against Borrower solely related to a default for “insecurity”.

11. Casualty Condemnation, Etc. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no Event of Default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.

12. Partial Subordination to Section 42 Extended Use Agreement. Notwithstanding anything in the Loan Documents to the contrary, if the Lender takes title to the Project through foreclosure or deed in lieu of foreclosure, the Project shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code of 1986 (“**Code**”) or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Agreement (as such term is defined in the Borrower’s Partnership Agreement), executed in connection with the allocation of federal low-income housing tax credits to the Borrower for the Project pursuant to Section 42 of the Code.

13. Debt Service Coverage Requirements. So long as Borrower is current on all debt service payments payable under the Loan, the failure to meet any debt service coverage requirements at any time or times shall not constitute a default under the Loan

14. Force Majeure. There shall be no default under the Loan Documents for construction delays beyond the reasonable control of the Borrower.

15. Purchase Rights. The Lender consents to those purchase options, put rights and rights of first refusal in favor of the general partner of Borrower or its designee which are set forth in Borrower's Partnership Agreement, and agrees that transfer of title to the Project in accordance therewith shall not constitute a default under the Loan Documents.

16. Lender Approvals. Lender agrees that all approvals and consents of the Lender under the Loan Documents shall not be unreasonably withheld, delayed or conditioned. Further, amendments to Borrower's Partnership Agreement entered into in order to effect transfers or assignments of the Limited Partner's or the general partner's interest shall not require the consent or approval of the Lender.

17. Third Party Beneficiary. Borrower's Limited Partner, and its successors and assigns, is a third-party beneficiary of the rights of Borrower under the Loan Documents, as modified by this Rider and has the right to directly enforce such rights.

Fourth Draft
Thursday, April 28, 2022

NOTE

\$820,000

June [___], 2022

FOR VALUE RECEIVED, the undersigned (herein called the “Borrower”), promises to pay to the order of the CITY OF COLUMBIA HEIGHTS, MINNESOTA, a municipal corporation, home rule city, and political subdivision of the State of Minnesota (the “Lender”) or its assigns, the sum of Eight Hundred Twenty and No/100 Dollars (\$820,000.00) (the “Loan”). Said sum was made available to the Borrower pursuant to the terms of a Loan Agreement of even date herewith (the “Loan Agreement”) between the Lender and the Borrower to enable the Borrower to undertake the development of the Grant-Eligible Activities (as defined in the Loan Agreement) on Property (as defined in the Loan Agreement) located in the City of Columbia Heights, Minnesota.

1. This Note shall bear simple interest on the Loan from the date hereof at the rate of 1.00% percent per annum, as provided below.
2. The principal and accrued interest on the Loan shall be due and payable in one lump sum on December 31, 2063 (the “Maturity Date”). The Note may be prepaid at any time without penalty.
3. If suit is instituted by Lender, or its successors or assigns, to recover on this Note, the Borrower agrees to pay all costs of such collection actually incurred, including reasonable attorney’s fees and court costs. If this Note be reduced to judgment, such judgment shall bear the lawful interest rate pertaining to judgments, but not to exceed 6% per annum.
4. The Borrower hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.
5. This Note is given pursuant to the Loan Agreement and the Combination Mortgage and Security Agreement of even date herewith (the “Mortgage”) from the Borrower to the Lender. If either the Loan Agreement or the Mortgage is found to be invalid for whatever reason, such invalidity shall constitute an Event of Default hereunder. This Note is secured by the Mortgage and such Mortgage describes the rights of the Lender as to the acceleration of the indebtedness evidenced by this Note.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Mortgage, or any other instrument securing this Note are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If an Event of Default occurs under the Loan Agreement, the Mortgage, or any other instrument securing this Note, then the Lender may at its right and option, without notice, declare immediately due and payable the principal balance of this Note and interest accrued thereon, together with reasonable attorneys’ fees and expenses incurred by the Lender in collecting or enforcing payment hereof, whether by lawsuit or otherwise, and all other sums due hereunder or any instrument securing this Note.

6. The remedies of the Lender as provided herein and in the Loan Agreement, the Mortgage, or any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

8. This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

9. Neither the Borrower nor any partner shall have any personal liability for the Borrower's obligations hereunder, it being recognized by the Lender the obligations of the Borrower hereunder are non-recourse obligations and that the remedies of the Lender are limited to the collateral security provided in connection with the Loan.

10. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

11. As long as the U.S. Department of Housing and Urban Development ("HUD") is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. 092-35878, the following provisions ("HUD Provisions") shall be in full force and effect:

(a) any payments due under this Note shall be payable only (i) from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Borrower cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by this Note;

(b) no prepayment of this Note shall be made until after final endorsement by HUD of the

Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.

(c) this Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;

(d) interest on this Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument;

(e) Borrower hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note;

(f) the terms and provisions of this Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Note may not be modified or amended without the written consent of HUD; and

(g) in the event of any conflict between the terms of this Note and the HUD Provisions, the terms of the HUD Provisions shall control.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the day and year above first written.

42 CENTRAL LIMITED PARTNERSHIP, a
Minnesota limited partnership

By: 42 Central GP, LLC, a Minnesota limited
liability company

Its: General Partner

By: _____

Name: Nicholas Walton

Its: Manager

Fourth Draft
Thursday, April 28, 2022

**SUBRECIPIENT FUNDING AGREEMENT BETWEEN
CITY OF COLUMBIA HEIGHTS, MINNESOTA
AND
42 CENTRAL LIMITED PARTNERSHIP
FOR THE
METROPOLITAN COUNCIL
METROPOLITAN LIVABLE COMMUNITIES FUND
LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT (LCDA)**

THIS SUBRECIPIENT FUNDING AGREEMENT (the “Contract”) is entered into this [] day of June, 2022, by and between the CITY OF COLUMBIA HEIGHTS, MINNESOTA, a municipal corporation, home rule city, and political subdivision of the State of Minnesota (the "City"), and 42 CENTRAL LIMITED PARTNERSHIP, a Minnesota limited partnership (the "Borrower").

WHEREAS, the City, on behalf of Southern Anoka Community Assistance and the Borrower, applied to and received approval for funds in the amount of \$1,232,000.00 from the Metropolitan Council ("Council") under its Metropolitan Livable Communities Fund, Livable Communities Demonstration Account (LCDA) grant program (the "Housing Grant"), \$820,000 of which shall be allocated to the Project (as defined below); and

WHEREAS, the City desires to award a portion of the proceeds of the Housing Grant in the amount of \$820,000 (the "Loan") to Borrower, to assist Borrower with stormwater management and site preparation (the "Project") in connection with the Borrower’s development of approximately 62 affordable apartment units to be located at 800 42nd Avenue NE in the City (the “Property”).

NOW, THEREFORE, the parties agree to the following terms:

1. **AWARD.** Subject to and upon the terms and conditions of this Contract, the City agrees to make the Loan to Borrower for stormwater management and site preparation for an affordable housing development, as described in Grant Agreement No. SG-16718 between the City and the Council attached to this Contract as **Exhibit A** (the "Grant Agreement"), which is incorporated into this Contract. The proceeds of the Loan must be used exclusively to reimburse only those expenses authorized under the Grant Agreement. Administration costs incurred by the Borrower are not eligible for reimbursement under this Contract. The Borrower may not use the Loan for grants or loans to subrecipients or to replace other funding sources. Notwithstanding anything to the contrary, the Borrower understands and agrees that any reduction or termination of the Housing Grant may result in a like reduction or termination of the Loan, and that any material change in the timeline or scope of the Project in the Grant Agreement must be approved in writing by the City and the Council.

2. **PERFORMANCE.** The Borrower must comply with all requirements applicable to the City in the Grant Agreement unless such obligations can only be reasonably performed by the City. Borrower’s noncompliance with the Grant Agreement will constitute noncompliance with this Contract. If the City finds that there has been a failure to comply with the provisions of this Contract, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct a default is not taken by the Borrower within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Contract.

3. **TIME OF PERFORMANCE.** Borrower must commence the Project prior to December 31, 2024 (the "Expiration Date"). The term "commenced" means significant physical improvements have occurred in furtherance of the Project (e.g., a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Contract. The City is not obligated to pay for any Project costs incurred after the Expiration Date or any earlier termination, whichever occurs first.
4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Loan proceeds.
- A. The Borrower must have provided evidence satisfactory to the City showing that Borrower has title in fee simple and site control of the Property.
- B. The Borrower must have provided the City with evidence of compliance with the insurance requirements required by the Loan Agreement (as defined below).
- C. The Borrower must have provided to the City such documentation and information reasonably necessary to evidence compliance with all of the provisions of this Contract as the City may reasonably request.
- D. The Borrower has delivered fully executed copies of the following documents:
1. The Loan Agreement of even date herewith (the "Loan Agreement") between the City and the Borrower.
 2. The Combination Mortgage and Security Agreement of even date herewith (the "Mortgage") from the Borrower to the City.
 3. The Note of even date herewith (the "Note" and together with this Contract, the Loan Agreement and the Mortgage, the "Loan Documents") from the Borrower to the City.
5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Contract will not exceed \$820,000. The City shall bear no responsibility for cost overruns which may be incurred by Borrower. The City will make disbursements only in accordance with the Grant Agreement and the Loan Documents.
6. **NOTICES.** Communication and details concerning this Contract must be directed to the following Contract representatives:

City: City of Columbia Heights, Minnesota
590 – 40th Avenue NE
Columbia Heights, Minnesota 55421
Attention: Aaron J. Chirpich, MPA
Phone: (763) 706-3675

Borrower: 42 Central Limited Partnership
c/o Reuter Walton Development, LLC
4450 Excelsior Boulevard, Suite 400
St. Louis Park, MN 55416

Attention: General Counsel

with a copy to: Joseph McCarthy, Esq.
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101

and Bridgewater Bank
4450 Excelsior Boulevard, Suite 100
St. Louis Park, MN 55416
Attention: Ross Weiser

with a copy to: Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Attention: Angela M. Christy, Esq.

The Borrower's investor limited partner Bridgewater Bank, a Minnesota banking corporation, shall have an opportunity, but not an obligation, to cure any defaults under this Contract, and such cure shall be accepted by the City as if cured by the Borrower itself.

7. GENERAL CONDITIONS.

- A. **General Compliance.** The Borrower agrees to comply with all applicable federal, state and local laws and regulations governing the Project and funds provided under this Contract.
- B. **Subcontracts.**
1. *Monitoring.* The City may monitor, at the City's sole cost and expense, contracted and subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts will be summarized in written reports and provided to the Borrower. The Borrower must provide documented evidence of follow-up actions taken to correct areas of noncompliance noted in the monitoring reports.
 2. *OSHA.* Borrower must require that contractors and subcontractors performing work being paid with the Loan funds be in compliance with all applicable OSHA regulations.
- C. **Anti-discrimination.** The Borrower agrees that during the term of this Contract it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age.
- D. **Equal Opportunity.** The Borrower recognizes the City is an equal opportunity employer and agrees that during the term of this Contract to take affirmative action to

insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

- E. **Independent Contractor.** Nothing contained in this Contract is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Borrower will at all times remain an independent contractor with respect to the services to be performed under this Contract. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Borrower is an independent contractor.
- F. **Indemnification and Hold Harmless.** Except for any willful misrepresentation or any willful, wanton, or grossly negligent misconduct of the Indemnified Parties (as defined below), the Borrower must hold harmless, defend and indemnify the City, and its officers, councilmembers, agents, and employees including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section, collectively the "Indemnified Parties"), from any and all liability, claims, actions, suits, charges, damages, losses, costs, expenses, and judgments whatsoever, including reasonable attorney's fees, that arise directly or indirectly out of the Borrower's, its contractors or subcontractors performance or nonperformance of the services or subject matter called for in this Contract. This clause may not be construed to bar any legal remedies Borrower may have for the City's or the Council's failure to fulfill its obligations pursuant to this Contract.

Claims included in this indemnification include any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes, Chapter 115B, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, Sections 9601 et. seq., and the Federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, Sections 6901 et. seq. This indemnification cannot be construed as a waiver on the part of either the City or the Council of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law.

This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Contract and the creation and repayment of any indebtedness to City under this Contract. Notwithstanding the foregoing, the Borrower's obligation to indemnify and hold the Indemnified Parties harmless shall be limited to available liability insurance proceeds, Surplus Cash and/or non-Project Assets, as each such term is defined in the Regulatory Agreement for Multifamily Projects by and between the Borrower and the U.S. Department of Housing and Urban Development.

8. **ADMINISTRATIVE REQUIREMENTS.**

- A. **Accounting Standards.** The Borrower agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.
- B. **Records.**

1. *Retention; Inspections.* The Borrower must establish and maintain accurate and complete books, records, and other documents regarding receipt and disbursement of Loan proceeds in accordance with Section 4.01 of the Grant Agreement. The Borrower must give any duly authorized representative of the City, at any time during normal business hours with reasonable notice, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of Borrower respecting the Loan until the final settlement and conclusion of all issues arising out of the Loan
 2. *Financial Information.* If requested by the City, the Borrower will provide all receipts, books, records, financial statements, documents, and information necessary to allow the City to comply with Article IV of the Grant Agreement.
 3. *Data Practices Act.* The Borrower must comply with the Minnesota Government Data Practices Act, Chapter 13 in accordance with Article X of the Loan Agreement.
 4. *Close-Outs.* The Borrower's obligation to the City does not end until all close-out requirements are completed in accordance with the Council's policies and procedures. Activities during this close-out period include: making final payments, determining the custodianship of records and the Borrower's cooperation with the City's preparation of a final report to be submitted to the Council.
- C. **Payments.** The Borrower will make all payments required under the Loan Documents.
9. **MISCELLANEOUS.**
- A. **Assignability.** The Borrower may not assign or transfer any interest in this Contract (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Borrower from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
 - B. **Governing Law.** This Contract will be governed by, and construed in accordance with, the laws of the State of Minnesota.
 - C. **Counterparts.** This Contract may be executed in any number of counterparts, all of which constitute a single agreement, any one of which bearing signatures of all parties is deemed an original.
 - D. **Electronic Signatures.** The electronic signatures of the City's and the Borrower's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the City and the Borrower under this Contract. This Contract containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted

by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. The City's or the Borrower's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Contract.

CITY OF COLUMBIA HEIGHTS, MINNESOTA

By _____
Its Mayor

And _____
Its City Manager

42 CENTRAL LIMITED PARTNERSHIP, a
Minnesota limited partnership

By: 42 Central GP, LLC, a Minnesota limited
liability company

Its: General Partner

By: _____

Name: Nicholas Walton

Its: Manager

Exhibit A
Grant Agreement

[Insert executed copy]



AGENDA SECTION	BID CONSIDERATION
MEETING DATE	MAY 9, 2022

ITEM:	Accept Bids and Award Contracts for City Hall Buildout, Project 1911									
DEPARTMENT: Administration, Public Works, Community Development	BY/DATE: Kelli Bourgeois, Kevin Hansen, Aaron Chirpich 5/5/22									
<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:

At the Special City Council meeting of March 23, 2022, the City Council approved the final plans and specifications and authorized bidding for the buildout of the new City Hall. The bidding process is being administered by the Construction Manager, Doran Special Projects (DSP). Bids were obtained by two means – price quotes for cost items under \$175,000 and sealed bids for items over \$175,000. Bids were provided in 28 construction areas identified in the project specifications. The bid opening was conducted on Wednesday, April 27th.

The initial bid tabulation for the City Hall Buildout (only) provided a total project cost of \$6.4 million. DSP is still analyzing the bids received so the project costs may change. The 3/23/22 budget and DSP pricing check prior to bidding established an estimate of cost (range) of \$5.3 – 5.7 million. While the project budget was updated to reflect anticipated price increases due to inflation, pandemic induced supply chain disruptions, and labor shortages, the bids received exceeded those estimates. Based on evaluation of the bids received, DSP is recommending either award of contract or reject and rebid *(in an effort to reduce costs)* as follows:

PUBLICLY BID:

Bid scope Category:	Award Amount:
• 6A Carpentry Install	\$120,000
• 6B Architectural Woodwork	Reject and Rebid
• 8A Aluminum Frame Entrances	Reject and Rebid
• 9A Gypsum Board	\$599,969
• 9B Ceramic Tile	Reject and Rebid
• 9C Acoustical Panel Ceilings	\$332,833
• 22A Plumbing	Reject and Rebid
• 23A HVAC	\$1,170,000
• 26A Electrical	\$746,000
• 27A Data Communications	\$127,537

BID QUOTES:

• 1A Final Cleaning	\$9,637
• 4A Concrete Masonry and Stone	\$222,275
• 5A Metal Fabrication Materials	\$20,835
• 5B Metal Fabrication Installation	\$11,600
• 7B Joint Sealants	\$9,670
• 8B HM Doors/Frames	\$90,078
• 9D Tile Carpeting	\$129,900
• 9E Painting	\$69,675
• 10A Singage	\$11,560
• 10B Specialities	\$52,202
• 10C Fireplace	\$20,550
• 11A Appliances	\$5,000
• 12A Roller Window Shades	\$23,755
• 12B Quartz Countertops	\$103,228
• 21A Fire Suppression	\$142,390
• 27B AV Communications	Reject and Re-quote
• 28A Security Systems	Reject and Re-quote
• 28B Fire Detection and Alarm	21,995

STAFF RECOMMENDATION: The bid tabulation is attached for each section. The bids were reviewed and tabulated by DSP and their recommendation letter is attached. In each bid section, the low bidder is provided for contract award. Staff concurs with DSP’s recommendations in both the Publicly Bid and Quoted categories.

RECOMMENDED MOTION(S):

MOTION: Move to accept bids and award contracts, and reject bids and authorize rebidding, for the City Hall Buildout, Project 1911, to contractor(s) as listed on the attached summary, based upon their low, qualified, responsible bids, in the total amount identified in each category, with funding from Fund 411.9999.45120.1911, and furthermore, to authorize the Mayor and City Manager to enter into contracts for the same.

ATTACHMENTS: Recommendation of Contract Award(s) - summary
 Doran Special Projects Recommendation Letter
 Bid Tabulation(s)

CITY OF COLUMBIA HEIGHTS
ANOKA COUNTY, MINNESOTA

RECOMMENDATION OF CONTRACT AWARD(S)

CITY HALL BUILDOUT
CITY PROJECT NUMBER 1911

May 5, 2022

TO THE CITY COUNCIL
COLUMBIA HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that Doran Special Projects and City Manager and Director of Public Works have reviewed the bids received for the buildout of the new City Hall. The work consists of general carpentry, plumbing, electrical, HVAC, fire protection and interior finishing of the condominium space located at 3989 Central Avenue.

It is recommended; herewith, that the following contract awards or rejection of bids be made for said improvements to the contractor listed in the amount as follows:

<u>PULICLY BID CATEGORY</u>	<u>AWARD AMOUNT</u>
6A – Carpentry Install Construction Co. 6588 141 st Ave NW Ramsey, MN 55303	Base Bid: \$120,000.00 Century
6B – Architectural Woodwork Material Reject and RE-BID	Base Bid: Re-bid
8A – Aluminum Framed Entrances Reject and RE-BID	Base Bid: Re-bid
9A – Gypsum Board Assemblies RTL 290 Sarazin St. Shakopee, MN 55379	Base Bid: \$599,969.00
9B – Ceramic Tile Reject and RE-BID	Base Bid: Re-bid

9C – Acoustical Panel Ceilings Architectural Sales 6840 Shingle Creek Pkwy #5 Brooklyn Center, MN 55430	Base Bid: \$332,833.00
22A – Plumbing Reject and RE-BID	Base Bid: Re-bid
23A – HVAC Kraft Mechanical LLC 2415 Ventura Drive Suite 100 Woodbury, MN 55125	Base Bid: \$1,170,000.00
26A – Electrical Laketown Electric 8470 State Highway 5 Waconia, MN 55387	Base Bid: \$746,000.00
27A – Data Communications Master Technology Group 7640 Golden Triangle Dr Eden Prairie, MN 55344	Base Bid: \$127,537.00

QUOTED CATEGORY**AWARD AMOUNT**

1A – Final Cleaning Prime Construction Solutions 9363 Penn Ave S Minneapolis, MN 55303	Base Bid: \$9,637.00
4A – Concrete Masonry & Stone Axel Ohman 247 W. 61 st Street Minneapolis, MN 55419	Base Bid: \$222,275.00
5A – Metal Fabrications Material Metro Manufacturing 465 Kenny Road St. Paul, MN 55130	Base Bid: \$20,835.00
5B – Metal Fabrications Install Metro Manufacturing 465 Kenny Road St. Paul, MN 55130	Base Bid: \$11,600.00

7B – Joint Sealants Carciolini 12101 Nicollet Ave S Burnsville, MN 55337	Base Bid:	\$9,670.00
8B – HM Doors/Frame Material Contract Hardware 374 Apollo Drive Lino Lakes, MN 55014	Base Bid:	\$90,078.00
9D – Tile Carpeting Sonus Interiors 6325 Sandburg Road, Suite 800 Golden Valley, MN 55427	Base Bid:	\$129,900.00
9E – Painting Prindle Painting 11227 17 th Court NE St. Michael, MN 55376	Base Bid:	\$69,675.00
10A – Signage SDDI Signs 17125 Adelman St. SE Prior Lake, MN 55372	Base Bid:	\$11,560.00
10B – Specialties BMSI 4555 West 77 th St. Edina, MN 55435	Base Bid:	\$52,202.00
10C – Fireplaces Fireside Hearth & Home 2700 Fairview Avenue North Roseville, MN 55113	Base Bid:	\$20,550.00
11A – Residential Appliances Allowance	Base Bid:	\$5,000.00
12A – Roller Window Shades CE Contract 7174 Shady Oak Road Eden Prairie, MN 55344	Base Bid:	\$23,755.00
12B– Quartz Countertop Innovative Surfaces 515 Spiral Blvd Hastings, MN 55033	Base Bid:	\$103,228.00
21A – Fire Suppression	Base Bid:	\$142,390.00

LVC Companies
4200 W 76th St.
Minneapolis, MN 55435

**27B – AV Communications
RE-BID Quote Category**

Base Bid: \$0.00

**28A – Security Systems
RE-BID Quote Category**

Base Bid: \$0.00

28B – Fire Detection & Alarm
Life Safety Systems
10351 Jamestown Street NE, Suite 120
Blaine, MN 55449

Base Bid: \$21,995.00

Sincerely,

CITY OF COLUMBIA HEIGHTS

Kevin R. Hansen
Director of Public Works / City Engineer

May 5, 2022

Kevin Hansen
Columbia Heights Director of Public Works/City Engineer
City of Columbia Heights
637 38th Ave NE
Columbia Heights, MN 5521

RE: City of Columbia Heights City Hall Award of Contract

Dear Mr. Hansen,

On April 27, 2022, bids were received at the City of Columbia Heights City Hall. A total number of twenty-six (26) bids were received for ten (10) bid categories and forty-three (43) bids were received for eighteen (18) quote categories. Attached is a bid summary by trade for each bid category. Doran Special Projects has completed its review of the bids. We are recommending award in seven (7) bid categories and re-bidding four (4) bid categories, awarding fifteen (15) quote categories and re-bidding two (2) quote categories. The recommendations are based on the low cumulative total bid received for the base bid price for bid categories.

We recommend to the City Council that they approve the award and re-bid of the following Bid Category and Quote Category contracts at this time.

<u>BID CATEGORY</u>	<u>AWARD AMOUNT</u>
<p>6A – Carpentry Install Century Construction Co. 6588 141st Ave NW Ramsey, MN 55303</p>	<p>Base Bid: \$120,000.00</p>
<p>6B – Architectural Woodwork Material RE-BID Bid Category</p>	<p>Base Bid: \$0.00</p>
<p>8A – Aluminum Framed Entrances RE-BID Bid Category</p>	<p>Base Bid: \$0.00</p>

<p>9A – Gypsum Board Assemblies RTL 290 Sarazin St. Shakopee, MN 55379</p>	<p>Base Bid: \$599,969.00</p>
<p>9B – Ceramic Tile RE-BID Bid Category</p>	<p>Base Bid: \$0.00</p>
<p>9C – Acoustical Panel Ceilings Architectural Sales 6840 Shingle Creek Pkwy #5 Brooklyn Center, MN 55430</p>	<p>Base Bid: \$332,833.00</p>
<p>22A – Plumbing RE-BID Bid Category</p>	<p>Base Bid: \$0.00</p>
<p>23A – HVAC Kraft Mechanical LLC 2415 Ventura Drive Suite 100 Woodbury, MN 55125</p>	<p>Base Bid: \$1,170,000.00</p>
<p>26A – Electrical Laketown Electric 8470 State Highway 5 Waconia, MN 55387</p>	<p>Base Bid: \$746,000.00</p>
<p>27A – Data Communications Master Technology Group 7640 Golden Triangle Dr Eden Prairie, MN 55344</p>	<p>Base Bid: \$127,537.00</p>

QUOTE CATEGORY

AWARD AMOUNT

<p>1A – Final Cleaning Prime Construction Solutions 9363 Penn Ave S Minneapolis, MN 55303</p>	<p>Base Bid: \$9,637.00</p>
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4A – Concrete Masonry & Stone Axel Ohman 247 W. 61 st Street Minneapolis, MN 55419	Base Bid:	\$222,275.00
5A – Metal Fabrications Material Metro Manufacturing 465 Kenny Road St. Paul, MN 55130	Base Bid:	\$20,835.00
5B – Metal Fabrications Install Metro Manufacturing 465 Kenny Road St. Paul, MN 55130	Base Bid:	\$11,600.00
7B – Joint Sealants Carciofini 12101 Nicollet Ave S Burnsville, MN 55337	Base Bid:	\$9,670.00
8B – HM Doors/Frame Material Contract Hardware 374 Apollo Drive Lino Lakes, MN 55014	Base Bid:	\$90,078.00
9D – Tile Carpeting Sonus Interiors 6325 Sandburg Road, Suite 800 Golden Valley, MN 55427	Base Bid:	\$129,900.00
9E – Painting Prindle Painting 11227 17 th Court NE St. Michael, MN 55376	Base Bid:	\$69,675.00
10A – Signage SDDI Signs 17125 Adelman St. SE Prior Lake, MN 55372	Base Bid:	\$11,560.00

<p>10B – Specialties BMSI 4555 West 77th St. Edina, MN 55435</p>	<p>Base Bid: \$52,202.00</p>
<p>10C – Fireplaces Fireside Hearth & Home 2700 Fairview Avenue North Roseville, MN 55113</p>	<p>Base Bid: \$20,550.00</p>
<p>11A – Residential Appliances Allowance</p>	<p>Base Bid: \$5,000.00</p>
<p>12A – Roller Window Shades CE Contract 7174 Shady Oak Road Eden Prairie, MN 55344</p>	<p>Base Bid: \$23,755.00</p>
<p>12B– Quartz Countertop Innovative Surfaces 515 Spiral Blvd Hastings, MN 55033</p>	<p>Base Bid: \$103,228.00</p>
<p>21A – Fire Suppression LVC Companies 4200 W 76th St. Minneapolis, MN 55435</p>	<p>Base Bid: \$142,390.00</p>
<p>27B – AV Communications RE-BID Quote Category</p>	<p>Base Bid: \$0.00</p>
<p>28A – Security Systems RE-BID Quote Category</p>	<p>Base Bid: \$0.00</p>
<p>28B – Fire Detection & Alarm Life Safety Systems 10351 Jamestown Street NE, Suite 120 Blaine, MN 55449</p>	<p>Base Bid: \$21,995.00</p>

If you should have any questions, please contact by phone at 612-387-2665.

Sincerely,

David Huber

Dave Huber
Senior Project Manager

CC:
Brent Lindstrom – Doran Special Projects
Dan Mehok – Doran Special Projects

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 1A - Final Cleaning</i>			Y/N		Y/N
1 UCS	\$10,200.00				
2 Prime Solutions	\$9,637.00				
3 Construction Clean	\$12,640.75				
4 ABM Industry	\$14,319.70				
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 4A - Concrete Masorny & Stone</i>			Y/N		Y/N
1 Axel Ohman	\$222,275.00				
2 Hollenback & Nelson	\$320,000.00				
3					
4					
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 5A - Metal Fabrications Material</i>			Y/N		Y/N
1 Standard Iron	\$18,184.00				
2 Metro Manufacturing	\$20,835.00				
3					
4					
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Quote Category 5B - Metal Fabrications Install</i>			Y/N		Y/N
1 Metro Manufacturing	\$11,600.00				
2					
3					
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8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Bid Category 6A - Carpentry Install</i>			Y/N		Y/N
1 Tekton	\$161,000.00		Y		Y
2 Parkos Construction	\$193,400.00		Y		Y
3 Ebert Construction	\$163,200.00		Y		Y
4 Century Construction Co	\$120,000.00		Y		Y
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Bid Category 6B - Arch Woodwork Material</i>			Y/N		Y/N
1 Hansen Company	\$425,234.00		Y		Y
2					
3					
4					
5					
6					
7					
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BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 7B - Joint Sealants</i>			Y/N	Y/N
1	Carciofini	\$9,670.00		
2	Gage Brothers	\$6,402.00		
3				
4				
5				
6				
7				
8				

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Bid Category 8A - Aluminum Framed Entrances</i>			Y/N		Y/N
1 United Glass Incorp	\$286,990.00		Y		Y
2					
3					
4					
5					
6					
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8					

BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 8B - HM Doors/Frame Material</i>			Y/N	Y/N
1	TCH	\$97,088.00		
		<i>*lead time 3 week</i>		
2	Bredemus Hardware	\$90,920.00		
		<i>*lead time 4-5 weeks</i>		
3	Contract Hardware	\$90,078.00		
		<i>*2 week lead time</i>		
4	Dorwin Hardware	\$76,939.00		
		<i>*need to confirm proposal</i>		
5				
6				
7				
8				

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Bid Category 9A - Gypsum Board Assemblies</i>			Y/N		Y/N
1	Pinnacle Wall System	\$698,800.00	Y		Y
2	RTL	\$599,969.00	Y		Y
3	Commercial Drywall	\$645,600.00	Y		Y
4					
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Bid Category 9B - Ceramic Tile</i>			Y/N		Y/N
1 Grazzini	\$340,950.00		N		Y
2 Sonus	\$228,500.00		N		N
3					
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BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Bid Category 9C - Acoustical Panel Ceilings</i>			Y/N	Y/N
1	Arch Sales	\$332,833.00	Y	Y
2	Twin City Acoustics	\$448,900.00	Y	Y
3	Sonus Interiors	\$499,000.00	Y	Y
4				
5				
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 9D - Tile Carpeting</i>			Y/N		Y/N
1 ATR	\$135,662.00				
2 Floors by Becker	\$131,444.00				
3 Sonus Interiors	\$129,900.00				
4 Commercial Flooring Services	\$133,610.00				
5					
6					
7					
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BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 9E - Painting</i>			Y/N	Y/N
1	Superior Painting	\$74,980.00	N	N
2	Henkemeyer	\$87,775.00	N	Y
3	Prindle Painting	\$69,675.00	N	Y
4				
5				
6				
7				
8				

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 10A - Signage</i>			Y/N		Y/N
1 SDDI	\$11,560.00				
	*not a complete				
2 Indigo	\$15,605.00				
	*missing vinly lettering				
3					
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BID TABULATION					
Contractor Name:		Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 10B - Specialties</i>				Y/N	Y/N
1	BMSI	\$52,202.00			
		*need bathroom mirros \$\$			
2					
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Quote Category 10C - Fireplaces</i>			Y/N		Y/N
1	Fireside Hearth & Home	\$20,550.00			
2	Twin City Fireplace	\$24,275.00			
		<i>*alt fireplace, not per spec</i>			
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BID TABULATION

Contractor Name:		Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 11A - Residential Appliances</i>				Y/N	Y/N
1	PLUG	\$5,000.00			
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Quote Category 12A - Roller Window Shades</i>			Y/N		Y/N
1	CE Contract	\$23,755.00			
2					
3					
4					
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 12B - Quartz Countertop</i>			Y/N		Y/N
1	Innovative Surfaces	\$103,228.00			
2	Cambria	\$32,255.00			
		<i>*not a complete scope</i>			
3	Dale Tile	\$91,975.00			
		<i>*Provided Alt for QZ-2</i>			
4					
5					
6					
7					
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BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Quote Category 21A - Fire Suppression</i>			Y/N	Y/N
1	LVC Companies	\$142,390.00		
2	Frontier Fire	\$171,400.00		
3	Summit	\$258,000.00		
4				
5				
6				
7				
8				

BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Bid Category 22A - Plumbing</i>			Y/N	Y/N
1	Kraft Mech LLC	\$430,000.00	Y	Y
2	United States Mech INC	\$229,500.00	Y	Y
3				
4				
5				
6				
7				
8				

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Quote Category 28B - Fire Detection & Alarm</i>			Y/N		Y/N
1	Life Safety Systems	\$21,995.00			
2					
3					
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BID TABULATION

Contractor Name:		Bid Amount	Bid Guarantee 5%	Acknowledgment of Addenda #1
<i>Bid Category 23A - HVAC</i>			Y/N	Y/N
1	Davis Mech Systems	\$1,204,400.00	Y	Y
2	Kraft Mech LLC	\$1,170,000.00	Y	Y
3	Metro Sheetmetal INC	\$1,282,700.00	Y	Y
4	United States	\$1,198,800.00	Y	Y
5				
6				
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8				

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Bid Category 26A - Electrical</i>			Y/N		Y/N
1 Bloomington Electric Co	\$799,000.00		Y		Y
2 Laketown Electric	\$746,000.00		Y		Y
3 Phasor Electrical	\$750,000.00		Y		Y
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%	Acknowledgment of Addenda #1	
<i>Bid Category 27A - Data Communication</i>			Y/N		Y/N
1 Master Technology Group	\$127,537.00		Y		Y
2					
3					
4					
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BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 27B - AV Communications</i>			Y/N		Y/N
1 Bluum	\$440,482.00				
2 VSI	\$403,770.00				
3 Advanced	\$416,907.11				
4 Lelch	\$465,201.31				
5					
6					
7					
8					

BID TABULATION					
Contractor Name:	Bid Amount		Bid Guarantee 5%		Acknowledgment of Addenda #1
<i>Quote Category 28A - Security Systems</i>			Y/N		Y/N
1 Marco	\$54,048.00				
	<i>*Video Surveillance ONLY</i>				
2 Lelch	\$51,170.00				
	<i>*Video Surveillance ONLY</i>				
3 Lelch	\$102,057.00				
	<i>*Access Control ONLY</i>				
4					
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AGENDA SECTION	BID CONSIDERATIONS
MEETING DATE	MAY 9, 2022

ITEM:	Approve Furniture Acquisition for City Hall Buildout, Project 1911.	
DEPARTMENT: Administration, Public Works, Community Development	BY/DATE: Kelli Bourgeois, Kevin Hansen, Aaron Chirpich 5/5/22	
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i>		
<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 we are in the project bidding stage for the buildout of the new City Hall, other aspects also need to be developed, approved and ordered to be ready for the opening for late Fall 2022. The contract with Leo A Daly included design and project administration for FF&E – furniture, fixtures, and equipment. As furniture can currently have a lead time of 10-14 weeks, procurement needs to occur now to allow for an October installation.

Staff used a process similar to the City Library for the furniture, fixtures and equipment selection process. Site visits to multiple vendors occurred (Fluid Interiors, Henricksen, General Office Products & iSpace); furniture manufacturers and their product lines were reviewed and a single vendor was selected. As the selected vendors had contract pricing available on Contract Purchasing Agreements such as the State of Minnesota, Omni, or Sourcewell, competitive bids were not necessary.

A review committee with representatives from each department in the new City Hall participated in the vendor selection and chose Fluid Interiors. (As a side note - Fluid Interiors provided the furniture for the Fridley City Hall). The review committee worked with Fluid and LAD in the development and selection of FF&E for the new space. In the current economy, the primary furniture manufacturer (Haworth) informed us that an 8% price increase would occur for all orders places after April 30th of this year. To avoid the cost increase a partial order was placed with Haworth furniture for office and work station furniture. Another order completing the FF&E for the new City Hall will be presented to the City Council at a later date.

STAFF RECOMMENDATION: Approve the partial order of Haworth furniture from Fluid Interiors in the amount of \$311,993.15.

RECOMMENDED MOTION(S):
MOTION: Move to approve the partial furniture purchase from Fluid Interiors for office and work station furniture in the amount of \$311,993.15 from Fund 411.9999.45180.1911.