



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, May 23, 2022
7:00 PM

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

AMENDED AGENDA

**AGENDA AMENDED ON 5/23/22 TO INCLUDE THE ADDITION OF ITEM 9.
CHANGES REFLECTED IN RED AND SUPPORTING DOCUMENTS UPDATED.**

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 812 0698 9074 or by Zoom at <https://us02web.zoom.us/j/81206989074>. 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.** Recycling Champion Certificate for Heights Theater - Tom Letness.
- B.** Menstrual Hygiene Day: May 28, 2022.
- C.** Asian and Pacific Islander Minnesotan Heritage Month: May 2022.
- D.** Youth Commission Summary Report.

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 May 9, 2022 City Council Meeting Minutes.

MOTION: Move to Approve the City Council Meeting Minutes of May 9 2022.

- 2. Accept March 15, 2022 Traffic Commission Meeting Minutes.**
MOTION: Move to accept the Traffic Commission Meeting minutes of March 15, 2022.
- 3. Accept April 19, 2022 Traffic Commission Minutes.**
MOTION: Move to accept the Traffic Commission Meeting minutes of April 19, 2022.
- 4. Accept March 1, 2022 Planning Commission Meeting Minutes.**
MOTION: Move to accept the Planning Commission Meeting minutes of March 1, 2022.
- 5. Accept March 7, 2022 EDA Meeting Minutes.**
MOTION: Move to approve the EDA Meeting Minutes of March 7, 2022.
- 6. Accept April 13, 2022 Youth Commission Meeting Minutes.**
MOTION: Move to Accept the Youth Commission Meeting Minutes of April 13, 2022.
- 7. Approve Permits for the 2022 Jamboree.**
MOTION: Move to authorize staff to close Huset Parkway from 39th to 40th Avenues beginning Tuesday afternoon, June 21, through Sunday, June 26, 2022.
MOTION: Move to authorize the Police Department to issue a parade permit for the Jamboree Parade to be held on Friday, June 24, 2022 beginning at 6:00 p.m. for the following streets: 45th Ave to Quincy St South to 40th Ave West to 5th Street.
MOTION: Move to authorize fireworks at dusk on Saturday, June 25, 2022 and to waive the Fire Department fireworks display permit fee.
- 8. Approve Change Order No. 1 to FER-PAL Construction for Water Main Lining and Rehabilitation, City Project 2203.**
MOTION: Move to approve Compensating Change Order 1 to FER-PAL Construction USA LLC in the amount of \$102,282.38, for a revised contract amount of \$1,101,133.38, for Water Main Lining and Rehabilitation, City Project 2203.
- 9. Approval of Fencing Consortium Joint Powers Agreement.**
Motion: Move to approve the Fencing Consortium Joint Powers Agreement.
- 10. License Agenda.**
MOTION: Move to approve the items as listed on the business license agenda for May 23, 2022 as presented.
- 11. Rental Occupancy Licenses for Approval.**
MOTION: Move to approve the items listed for rental housing license applications for May 23, 2022, in that they have met the requirements of the Property Maintenance Code.
- 12. 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 \$975,060.96.

PUBLIC HEARINGS

ITEMS FOR CONSIDERATION

13. Approve 42 Central Limited Partnership Development Planning Contract (Reuter Walton Project).

MOTION: Move to waive the reading of Resolution 2022-55, there being ample copies available to the public.

MOTION: Move to approve Resolution 2022-55, a resolution of the City Council for the City of Columbia Heights, Minnesota, approving the execution of a Development Planning Contract, between 42 Central Limited Partnership and the City of Columbia Heights.

14. Annual Declaration That the City of Columbia Heights Does NOT Waive the Monetary Limits on the Municipal Tort Liability Under Minnesota Statutes, Section 466.04.

MOTION: Move to declare that the City of Columbia Heights does NOT waive the monetary limits on municipal tort liability under Minnesota Statutes, section 466.04.

Ordinances and Resolutions

Bid Considerations

New Business and Reports

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Report of the City Manager

COMMUNITY FORUM

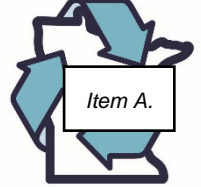
At this time, individuals may address the City Council in a respectful manner. Individuals should address their comments to the City Council as a whole, not individual members. Speakers that are in-person are requested to come to the podium. All speakers need to state their name and connection to Columbia 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.

MINNESOTA WASTE SUCCESS STORY

HEIGHTS THEATER



Minnesota Chamber of Commerce
WASTE WISE

Heights Theater, "the Twin Cities longest continuously operated show house" is located along Central Avenue in Columbia Heights.

While you don't typically think of much recycling associated with a movie theater, Tom Letness, owner of the Heights Theater, wanted to see if he could do his part and collect the recyclables that were used during movies shown at the theater. Waste Wise was able to help Tom find waste receptacles that both met the aesthetic of the historic theater and allowed patrons to properly sort their trash from recycling and helped him to apply for a grant through Anoka County to cover the costs.

"It's working very well," Tom said. "Before I would get questions about if we had recycling and now people are happy to see the bins out as an option." To help provide even more information to patrons, Tom created a PSA about recycling that is shown before movies. "Recycling has gone much better and been more successful than I expected," Tom admitted.

Even despite decreased capacity, since adding a recycling program the Heights Theater is now diverting an estimated 14,456 pounds of recycling each year away from the landfill.

HIGHLIGHTS

- **14,456** pounds of recycling annually





Item A.

COLUMBIA HEIGHTS RECYCLING CHAMPION

Thank you for increasing your
business recycling and/or organics
in 2021

This certificate is presented to

HEIGHTS THEATER

Amáda Márquez Simula, Mayor

City of Columbia Heights
Public Works Department
637 38th Avenue NE
Columbia Heights, MN 5

COLUMBIA HEIGHTS

PROCLAMATION

Menstrual Hygiene Day: May 28, 2022

WHEREAS, Menstrual Hygiene Day was established in 2014 as a global day of action on period poverty and stigma; and

WHEREAS, Menstrual Hygiene Day is a day where citizens can come together to recognize the effect of period poverty in our community and the impact of menstrual inequities on those who experience a period while living in poverty; and

WHEREAS, The continued support at the local, regional, and national levels is helping break the silence and build awareness about the fundamental role that good menstrual hygiene management plays in the lives of people who menstruate.

WHEREAS, During this challenging time and every day, let us aim to be conscious of the needs of others, promote open dialogue to help counter taboos surrounding periods, learn new and creative ways to manage menstrual health issues, and promote equitable access to hygiene needs and products.

WHEREAS; the Mayor and City of Columbia Heights support organizations and individuals committed to raising awareness about the needs of the community through education and support, to ensure the health and well-being of our communities are improved.

NOW, THEREFORE, be it resolved that I, Amáda Márquez Simula, Mayor of Columbia Heights, do hereby proclaim May 28, 2022 to be Menstrual Hygiene Day in the City of Columbia Heights, County of Anoka, State of Minnesota, U.S.A.

Amáda Márquez Simula, Mayor

May 23, 2022

COLUMBIA HEIGHTS

PROCLAMATION

Asian and Pacific Islander Minnesotan Heritage Month: May 2022

WHEREAS, The month of May was chosen by Congress to commemorate the arrival of the first Japanese immigrant to the United States on May 7, 1843. In Minnesota, the first Asian person noted on record came to Duluth, Minnesota, in 1875; and

WHEREAS, Asian and Pacific Islander Minnesotans continue to make Minnesota home, with more than 300,000 Asian and Pacific Islander Minnesotans representing over 40 different nationalities making this the fastest-growing community; and

WHEREAS, The Asian and Pacific Islander Minnesotan community's long and deeply rooted legacy reminds us of both proud and painful chapters of our history; and

WHEREAS, During the COVID-19 pandemic, Asian and Pacific Islander Minnesotans have reported an increased level of discrimination and hate crimes because of the virus's geographic origin; and

WHEREAS, Viruses don't discriminate, and neither should we; and

WHEREAS, We honor the irreplaceable roles Asian and Pacific Islander Minnesotans have played in our past, including the rich diversity they brought to the state through waves of migration; we celebrate the valuable contributions of generations of immigrants and refugees who have left an indelible mark on the state's economy, as well as our culture; and we recommit to ensuring opportunities exist for generations of Asian Pacific Islander Minnesotans to come; and

WHEREAS, In this 101st year of incorporation as the City of Columbia Heights, we celebrate Asian and Pacific Islander Minnesotans Heritage Month to ensure that the cultures, histories, and stories of this community are seen and heard.

NOW, THEREFORE, be it resolved that I, Amáda Márquez Simula, Mayor of Columbia Heights, do hereby proclaim the month of May, 2022 to be Asian and Pacific Islander Heritage Month in the City of Columbia Heights, County of Anoka, State of Minnesota, U.S.A.

Amáda Márquez Simula, Mayor

May 23, 2022



AGENDA SECTION	PRESENTATIONS
MEETING DATE	MAY 23, 2022

ITEM:	Youth Commission Summary Report.	
DEPARTMENT:	Administration	BY/DATE: Ben Sandell, Communications Coordinator / May 17
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 checked="" type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	
<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	
<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	
<input checked="" type="checkbox"/> Opportunities for Play and Learning	<input checked="" type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND:

The Youth Commission had a great inaugural year. Ten commissioners were appointed in March and three meetings were held before the summer break. Guest speakers included Kelli Bourgeois, City Manager; Sara Ion, City Clerk; Ben Sandell, Communications Coordinator; Will Rottler, Community Engagement Specialist; and Tony Palumbo, Anoka County Attorney. At their second meeting, the Youth Commission voted to elect a Chair, Vice-Chair, and Secretary/Treasurer. At their final meeting before break, they reviewed, discussed, and approved the attached By-Laws, discussed the attached application packet for next year’s term, and volunteered for Board and Commission liaison responsibilities.

The Youth Commission members were looking forward to resuming meetings when the new school year begins. Existing members will return to their regular monthly meetings Sept 14. Newly appointed members will begin their first term Oct 12. There are 10 seats currently open on the commission.

PRESENTATION:

Communications Coordinator and Youth Commission Staff Representative Ben Sandell will present a brief summary of the Columbia Heights Youth Commission’s inaugural year, answer any questions, and invite a Youth Commission member to share their own thoughts on the first year.

ATTACHMENT(S):

Youth Commission By-Laws and 2022-2023 Application Packet.

COLUMBIA HEIGHTS YOUTH COMMISSION BY-LAWS

2022-2023 BY-LAWS OFFICIALLY APPROVED BY YOUTH COMMISSION VOTE MAY 11, 2022

The purpose of the Columbia Heights Youth Commission is to serve as an advisory body to the Columbia Heights City Council, and other Boards and Commissions as appropriate, inspire and bring to light new ideas from a youth perspective, create an educational environment for youth looking to expand their knowledge of government and leadership functions, and provide experience-building opportunities for area youth seeking increased community and local government engagement. These By-Laws are adopted in consultation with City Staff, the City Council, and Youth Commission to establish and assist in the function of procedures of operation. City Council can, by majority vote, remove the Youth Commission for inactivity or lack of maintaining minimal membership, unethical behavior of individual member or membership in whole, or other determined good cause. City Council may also, by majority vote, choose to change or amend these by-laws as needed.

Section I. Membership

- A. Representation: The Commission shall be a minimum of 7 members and a maximum of 20 members. Ideally, the Commission should represent a diverse cross section of the community, with participants selected from a variety of backgrounds, cultures, ethnicities, and ages. This is an advisory group pertaining to Columbia Heights youth and therefore members must be residents of Columbia Heights and provide their address upon application.
- B. Membership qualifications: Commission members shall be 14 to 18 years old at the time of the start of their appointed term.
- C. Term duration and limits: Members shall serve two-year, staggered terms. Active terms shall run from Oct 1 to Sept 30 (with the exception of the Commissions inaugural term, running from March 1 to Sept 30), with monthly meetings throughout the school year (Oct through May). Members in good standing may be reappointed for a second term provided they still meet the membership qualifications.
- D. Monthly Meetings: Monthly Meetings will be the second Wednesday of the Month, Oct through May, 6-7:30 pm. Meetings shall be held in recognized, accessible City public spaces allowing for public

attendance. Special meeting revising date, time, and location is permitted with appropriate notice in accordance with open meeting law.

- E. City Council shall annually designate a Council Member to serve as Council Liaison to the Commission. A staff representative will be selected annually by the City Manager to support and guide the Commission as the official Staff Representative for the Commission. Administration staff shall provide the Staff Representative and Youth Commission with additional assistance and clerical support as needed.
- F. In the event a member ages out of the membership requirement during their current term, they will finish their current term.
- G. Members who move out of Columbia Heights during their term shall notify the commission of the status change as soon as they are aware of it. They shall resign their membership effective on the last day of their residency. If they have moved out of Columbia Heights prior to notifying the commission, their resignation is effective immediately. If their resignation brings the total number of Commission members below seven, a call for applications for a mid-term appointment will go out within one week of the member's notification of residential change, with a two-week deadline for potential members to submit applications. Applications will be reviewed and acted on by the City Council at their earliest convenience. The City Council may hold optional interviews before making an emergency mid-term appointment.

Section II. Attendance

- A. Regular in-person attendance at Commission meetings is expected from Commission members, Liaisons, and Staff Representatives.
- B. Three absences are allowed per year for each Commission member. In non-emergency cases, commissioners shall make a good-faith attempt to notify staff representative(s) at least one day prior

to any absence. After the second absence the member will be notified by the Staff Representative be reminded of the three-absence limit. Staff Representative may also discuss possible accommodations with the member if member is willing to share their reasons for the absences. After three absences, the member’s standing shall be brought to the City Council to determine if circumstances warrant termination of membership.

- C. One member of the Youth Commission shall be present for at least one regularly scheduled City Council meeting per month. That member may be designated on a monthly or annual basis by the Youth Commission. That member shall provide 72 hours notification to the City Clerk or Staff Representative if they would like to report to or update the City Council.

Section III. Duties and Functions

- A. The Youth Commission shall keep the Columbia Heights City Council and Administration informed on matters concerning youth within the City, including but not limited to:
 - 1) building commitment to and raising awareness of youth issues;
 - 2) promoting public interest in and an understanding of youth issues and activities;
 - 3) fostering youth involvement in municipal decision-making;
 - 4) fostering cooperative interaction with social, health, and recreational programs;
 - 5) developing goals for improving youth engagement, including developing methods to monitor progress toward these goals;
 - 6) fostering educational opportunities including, but not limited to, field trips, tours, mentorship by Staff, Commissioner, or Council
- B. The Youth Commission shall hold public meetings and provide written recommendations to the Council on matters of youth interest initiated by or referred to the Commission
- C. Members shall participate in existing community events as well as create new events and projects

- D. Members shall stay informed on activities of the City Council, Boards and Commissions
- E. The Youth Commission shall build partnerships with other youth organizations in Columbia Heights and neighboring cities
- F. The Youth Commission shall provide representation to other organizations and groups as appropriate

Section IV. Application Process

- A. Members of the Commission shall be appointed through an application and interview. The City Council is responsible for both appointment and reappointment of members for each term year.
- B. To correspond with the school year, applications will be available in August and due mid-September.
- C. Interviews and selections will be made in late September.
- D. A designated Youth Commission member may attend applicant interviews and offer feedback to the City Council on the selection(s).

Section V. Representatives

- A. Youth Commission members shall designate Youth Representatives for all active Boards and Commissions in the City. When Youth Commission members have an excused absence, they should make every effort to secure an alternative representative to attend, or follow up on any topics discussed or decisions made by those boards and commissions after-the-fact.
- B. Youth Commission members shall designate appointees for representation to Council and other Boards and Commissions. An unexcused absence at a scheduled Council and/or Commission meeting will count as an absence against the representative member who was scheduled to attend.
- C. A Staff Representative shall be present at all Youth Commission meetings. If the designated Staff Representative for the Youth Commission is unable to attend a meeting, the City Manager shall designate an alternative representative to attend

- D. Staff Representative, City Clerk, and Youth Commission Chair shall organize and schedule educational presentations for Youth Commission meetings
- E. The Staff Representative or City Clerk shall take rollcall, note absences, and assist Commission members as needed, and provide instruction to the Youth Commission members on proper minute taking.
- F. Staff shall educate and assist Youth Commission members with responsibilities of their commission membership and offices relevant to a City Council advisory commission. This includes, but is not limited to, training Youth Commission members on operating under Robert's Rules of Order and "best practices."
- G. Council Liaison shall act in a non-voting role.
- H. Staff Representative shall run Youth Commission meetings in the absence of both the Chair and Vice Chair.
- I. Where deemed appropriate, Staff Representative or City Clerk may step in to keep discussions on topic, offer suggestions, correct errors, or prevent legal mishaps.

Section V. Officers

The officers of the Commission shall be Chair, Vice Chair, and Secretary/Treasurer.

Section VI. Officer Duties

- A. Chair.
 - 1) The Chair shall be charged with the administration of the Commission with assistance from Staff Representatives
 - 2) The Chair shall preside over all meetings of the Commission with assistance from Staff Representative and/or City Clerk.
 - 3) The Chair shall appoint Ad Hoc committees as necessary.

- 4) The Chair will confer with City staff to help coordinate event and activity involvement.
- 5) The Chair will confer with the Staff Representative and City Clerk to coordinate guest and educational presentations.
- 6) The Chair shall break tie votes.

B. Vice Chair

- 1) A Vice Chair shall assume the duties of the Chair during the Chair’s absence.
- 2) A Vice Chair shall assist the Chair in performing duties as needed.

C. Secretary/Treasurer

- 1) The Secretary/Treasurer shall be responsible for record keeping and financial management and will operate under the guidance of the Staff Representative and City Clerk.
- 2) The Secretary/Treasurer is responsible for recording meeting and event dates; all meeting minutes; monitoring designated representatives to outside commissions and organizations; other responsibilities as assigned by Chair and Staff Representative
- 3) The Secretary/Treasurer will consult with Staff Representative or City Clerk regarding budgetary matters as they pertain to the Youth Commission

D. Additional Officer Responsibilities

- 1) All three officers shall become familiar with the official By-Laws, Rules of Operation, and Robert’s Rules of Order and ensure, to the best of their ability, that both are consistently followed.
- 2) An annual report of the activities of the Commission shall be prepared by the Chair and Chief Secretary/Treasurer near and before the end of the term, and in a timeframe that allows presentation to the City Council no later than the 2nd Council meeting in May.

Section VII. Election of Officers

- A. Chair, First Vice Chair, and Secretary/Treasurer shall be elected by the membership annually at the first meeting of the new term and shall serve until their successors have been duly elected and sworn in. Members may nominate themselves or another member for a specific role. Previous year's Chair will run the first meeting prior to the vote. If previous year's Chair is not present, previous year's Vice Chair will assume those duties. If neither are present, the Staff Representative shall run the meetings until new officers are in place. Candidates are given up to five minutes to make their case for why they should be appointed to a specific role (this will usually only be relevant if more than one nominated member is seeking the same officer position at a time).
- B. The Officers of the Commission shall be elected by a majority vote of members in attendance.

Section VIII. Meetings

- A. With good cause, Youth Commission members may choose to change the date and time of meetings provided the proposed changes do not create conflicts with other pre-established meeting schedules of other city entities. Meeting date and/or time changes must be approved by a majority vote of the commission members and approved by the Staff Representative. Notifications of changes in day/time/location of meetings must be made in accordance with Open Meeting Law.
- B. The meetings shall include review of proposed agenda, minutes from the previous meeting, and reports; discussion of new and old business coming before the Commission. Meetings may also incorporate education or informational presentations.
- C. The Chair may call special meetings of the Commission with at least three days' notice. The call shall state the subject matter to be considered at the meeting. No other items will be addressed other than the reason for the Special Meeting. Special Meetings shall be noticed in accordance with Open Meeting Law.

Section IX. General Rules

- A. All meetings shall be conducted in general conformance with Robert's Rules of Order.
- B. A quorum is necessary to transact official business at any meeting. The presence of at least half of the membership shall constitute a quorum.
- C. The Commission shall be responsible for its own procedures and order of business with guidance from the Staff Representative as needed. In consultation with the Staff Representative, the Commission may initiate or carry out activities addressing community concerns outside of regular meeting hours.

Section X. By-Law Changes

By-Laws shall be reviewed annually at the April meeting by Youth Commission members and the Staff Representative. After commission membership and staff review, the Commission Chair shall provide written changes, if any, to the Staff Representative for further feedback. The Staff Representative, in consultation with the City Manager and City Clerk may provide further changes to the By-Laws before an approval vote by the Commission. A two-thirds majority vote of approval by Youth Commission members shall be required for by-law changes. The City Council shall be notified of the changes at the first City Council meeting that takes place after the bylaw approval vote. The Youth Commission Chair, Staff Representative, or City Council may submit suggestions for By-Law updates or changes during the year, but action will not be taken to approve changes until the annually scheduled review or unless immediate action is deemed appropriate or necessary by a majority vote of the City Council.



Youth Commission

Commission Is An Official Meeting Body, 2022-23 Applications Now Available!

- *Make a direct impact on your community*
- *Advise the City Council*
- *Gain valuable experience in local government*
- *Spotlight issues important to younger residents*
- *Help shape Columbia Heights laws and policies*
- *Learn from experts from a variety of fields*
- *Put it on your resume and college application*

The purpose of the Columbia Heights Youth Commission is to serve as an advisory body to the Columbia Heights City Council, and other boards and commissions as appropriate, inspire and bring to light new ideas from a youth perspective, create an educational environment for youth looking to expand their knowledge of government and leadership functions, and provide experience-building opportunities for area youth seeking increased community and government engagement.

City Code designates that the commission will be composed of no less than seven members and no more than 20 members, with a staff mentor and a councilmember liaison. Members must be between the ages of 14-18 years old. Because this is an official government body, like any other board or commission, members must also be residents of the City of Columbia Heights. Youth Commission members serve two-year, staggered terms. Normal terms run from Oct 1 to Sept 30. Monthly meetings are held the second Wednesday of the month, Sept through May, 6-7:30 pm, though youth commission members have the chance to work with staff and council members to amend the schedule or revise by-laws. Official bylaws and other information can be found at www.columbiaheightsmn.gov/youth.

MEETING TIMES

6-7:30 pm
Second Wednesdays each month
September through May

LOCATION

City Hall Council Chambers
590 40th Ave. NE

DEADLINES

Apply by Sept 9
Council reviews applications by Sept 16
Final selections made by Sept 26
New term begins for new members Oct 1
First meeting for new members is Oct 12

How to Apply

Fill out the forms in this packet. Or visit www.columbiaheightsmn.gov/youth to download an application and find more details. Also find application packets available at City Hall. First meeting of the term for newly appointed members is Oct 12. First meeting for existing members returning after summer break is Sept 14.

Apply Now To Be a Youth Commissioner!

Item D.

The purpose of the Columbia Heights Youth Commission is to serve as an advisory body to the Columbia Heights City Council, and other boards and commissions as appropriate, inspire and bring to light new ideas from a youth perspective, create an educational environment for youth looking to expand their knowledge of government and leadership functions, and

provide experience-building opportunities for area youth seeking increased community and local government engagement. We currently have 10 openings on the Commission. **To apply, fill out the forms below and submit to sion@columbiaheightsmn.gov or deliver to City Hall, 590 40th Ave. NE, or to the Columbia Heights Library by Sept 9, 2022.**

First Name:

Last Name:

Current Age:

Address:

City:

State:

ZIP:

Email Address:

Phone Number:

Email of Parent or Guardian:

Parent or Guardian Phone Number:

You must be between 14 and 18 years old by the start of your new term.

Yes, I will be of eligible age by the start of my new term Oct 1, 2022.

You must be a resident of Columbia Heights to be eligible.

Yes, I am a Columbia Heights resident and expect to be for at least another year.

More questions on next page



Tell Us Why You Want to Be a Youth Commissioner

Item D.

What Interests/Skills/Life Experiences Do You Bring?

What Do You Think Are the Most Important Issues Facing Our Community Today in Columbia Heights? Why?

Do You Understand the Time Commitments of the Youth Commission and Anticipate Your Schedule Will Accommodate at Least One Scheduled Meeting Per Month?

Yes, I understand the time commitments and expectations.

Have You and/or a Legal Guardian Reviewed the Data Privacy Notice on the Last Page of this Application?

Yes, a parent/guardian and I have reviewed and signed the Data Privacy Notice.

While it is not required, we encourage attaching a letter of support from a friend, colleague, mentor, or teacher.

Email completed applications and any attachments to sion@columbiaheightsmn.gov, or mail or deliver them to Sara Ion, City Hall, 590 40th Ave. N.E., Columbia Heights, 55421, by Sept 9, 2022.

You may also find applications or drop off completed forms at the Columbia Heights Library during open hours.

Important Information About Your Application-Data Privacy Notice Item D.

Minnesota law requires that you be informed of the purpose and intended use of the information you are providing on this application. Per Minnesota Statute 13.601, subd. 3a, your name, address, occupation, education, training, civic affiliations, qualifications, experience, and veteran status are available to anyone who requests the information.

This information will be used to identify you as an applicant, enable us to contact you when additional information is required, send you notices, and assess your qualifications for appointment. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to accurately evaluate your application. The dissemination and use of the private data we collect is limited to that necessary for the administration of Board and Commission positions.

Unless otherwise authorized by state statute or federal law, other government agencies utilizing the reported private data must also treat the information private.

You have the following rights under the MGDPA: The right to see and obtain copies of the data maintained on you, the right to be told the contents and meaning of the data, and the right to contest the accuracy and completeness of the data. To exercise these rights, contact the City Clerk, City Hall, 590 40th Ave. S., Columbia Heights, MN, 55421.

I have read and understand the above information regarding my rights as a subject of government data:

Applicant Signature

Date

Guardian Permission for Applicants Less Than 18 Years of Age

If you are less than 18 years of age, parental permission is required for you to serve on a City of Columbia Heights board or commission. I am the parent or legal guardian of the applicant listed above. I have reviewed this application form and understand that the applicant's participation on a City of Columbia Heights board or commission is voluntary. I understand that some City of Columbia Heights board and commission meetings are broadcast live on television. I also understand that certain data on my child as an applicant and as a member of a City of Columbia Heights board or commission is public under the law. I give permission for my child to serve on a City of Columbia Heights board or commission. I give permission for my child's image to be used and disclosed to the public in photographs, videos, websites, social media, and on television in relation to my child's work with a City of Columbia Heights board or commission. I understand that if my child's application is selected for consideration by the City Council, all of the data contained in my child's application materials and provided to the City in support of my child's application will be published in the City Council packet and will be made available to the public, with the exception of my child's address, email address, and phone numbers. I give permission for this disclosure.

Printed Name of Guardian

Guardian Signature

Date

You may scan (or take a photo of) and email signed form to sion@columbiaheightsmn.gov

Or mail or deliver it to:

Sara Ion, City Hall, 590 40th Ave. N.E., Columbia Heights, 55421

**Or drop off completed forms at the Columbia Heights Library during open hours
No later than Sept 9, 2022.**



CITY COUNCIL MEETING
City Hall—Council Chambers, 590 40th Ave NE
Monday, May 09, 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 Meeting of the City Council held at 7:00 pm on Monday, May 9, 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

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

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.

ROLL CALL

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

Also Present: Lenny Austin, Chief of Police; Aaron Chirpich, Community Development Director; Kevin Hansen, Public Works Director; Jim Hoeft, City Attorney; Sara Ion, City Clerk/Council Secretary; Erik Johnston, Police Captain; Ben Sandell, Communications Coordinator; Rachel James, City Resident

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

A. Police Week Proclamation

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

Chief Austin accepted the proclamation and recognized the Police Officers that have died in the line of duty since 1791, including 472 in 2021, three of which were from Minnesota. He stated that 2022 marks 45 years since Columbia Heights Police Officer Curt Ramsdell was killed in the line of duty; on July 30, 1977, Ramsdell was shot when transporting a prisoner. He added that Ramsdell was with the department for 14 years and was survived by his wife and two children. He stated that they take time to remember police officers, not for the way they died, but the way they lived. Chief Austin stated that the candlelight

vigil will take place in Washington D.C. on Friday, May 13, 2022, at 7:00 pm Central and can be livestreamed at the National Law Enforcement Officers Memorial Fund website. He said that on Sunday, May 15, 2022, the Minnesota Law Enforcement Memorial Association will be conducting a memorial service at 7:00 pm at the Minnesota Law Enforcement Memorial in Saint Paul, Minnesota, at the Capitol.

CONSENT AGENDA

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

- 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 6, 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, 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

Hark reported that the City 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.

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.

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.

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. 104 Item 15. Page 3

(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.

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.

Mayor Márquez Simula opened the public hearing.

No one wished to speak.

Motion by Councilmember Novitsky, seconded by Councilmember Murzyn Jr., to close the public hearing and waive the reading of Resolution No. 2022-53, there being ample copies available to the public. All Ayes, Motion Carried 5-0.

Motion by Councilmember Novitsky, seconded by Councilmember Murzyn Jr., 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. All Ayes, Motion Carried 5-0.

ITEMS FOR CONSIDERATION

16. **Approve Metropolitan Council LCDA Loan Agreement**

Chirpich reported that 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.

Mayor Márquez Simula congratulated them on receiving the grant and stated that the infrastructure and affordable housing is what the City needs. Chirpich said this project has utilized several sources of funding and thanked the Metropolitan Council for the grant.

Motion by Councilmember Jacobs, seconded by Councilmember Murzyn Jr., to waive the reading of Resolution 2022-54, there being ample copies available to the public. All Ayes, Motion Carried 5-0.

Motion by Councilmember Jacobs, seconded by Councilmember Buesgens, 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. All Ayes, Motion Carried 5-0.

Bid Considerations

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

Director Hansen reported that at the Special City Council meeting of March 23, 2022, the 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 27, 2022.

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: 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.

Director Hansen stated that those that are rejected and rebid would be brought back to the Council on June 6, 2022, for approval.

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 Signage \$11,560; 10B Specialties \$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.

Director Hansen said that the bid quotes were the items that were estimated to be below \$175,000, those that are recommended to be rejected and requoted came in above that amount.

The bid tabulation was included for each section. The bids were reviewed and tabulated by DSP and their recommendation letter was included. In each bid section, the low bidder was provided for contract award. Staff concurs with DSP's recommendations in both the publicly bid and quoted categories and recommends accepting and awarding 22 contracts.

Motion by Councilmember Buesgens, seconded by Councilmember Jacobs, 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. All Ayes, Motion Carried 5-0.

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

Director Hansen reported as they 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 placed 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 recommends approving the partial order of Haworth furniture from Fluid Interiors in the amount of \$311,993.15.

Motion by Councilmember Novitsky, seconded by Councilmember Murzyn Jr., 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. All Ayes, Motion Carried 5-0.

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Councilmember Jacobs stated she wanted to make a correction to a statement she made at the previous meeting regarding her visit to the Sister City, she misstated that there were 3,000 refugees but there are roughly 2,000 refugees. She said she attended the recent "Coffee with a Cop" and the drug drop off; attended a premiere viewing of the Inn-Dependent, which is airing on Channel 5 for the next several Saturdays at 7:00 pm, it follows the journey of nine local women who came together to purchase, renovate, and rebrand a local bed and breakfast into the guesthouse. She stated she facilitated seven resident reach outs; she acknowledged that May is the national observation of Asian American Pacific Islander Heritage month and stated that there are a number of Asian Americans and Pacific Islanders living in the City; she listed several of those that made substantial contributions to our history.

Councilmember Buesgens stated that the Lomianki Food Forrest group met to start planning the planting and cleaning up of the garden Lomianki Park; she invited anyone who wanted to help on Tuesdays at 5:30 pm through the end of summer or early fall. She said she attended the Parks and Recreation meeting; was part of the "Central Avenue, Bring Back Our Main Street" group; was outside

the Iftar Dinner that was hosted at Murzyn Hall, had conversations with community members about their concerns about Central Avenue, and was invited in to the Iftar Dinner; attended the take back of prescription drugs and “Coffee with a Cop; attended the Planning Commission meeting; had a meeting with MN DOT in regards to the “Central Avenue, Bring Back Our Main Street” meeting that is being planned for June 2022; had coffee with the Fire Department at Heartlake Apartments; and met with the Central Avenue committee to plan the meetings in June 2022.

Mayor Márquez Simula thanked Councilmember Jacobs for mentioning that it is Asian American Pacific Islander Heritage Month. She stated that May is also Mental Health Month, reminded people that there is support out there, and there will be a proclamation at the next meeting; she said that we need to work on the stigma that mental health is a problem that people should not be addressing. She stated that May is also Garden for Wildlife Month; people can plant native plants, leave fresh water out, have bushes and plants that can provide cover for wildlife. She attended the Cinco de Mayo Celebration with the Fire Department at Heartlake Apartments; she is teaching a Wednesday evening, “Discussing Race and Racism” with First Lutheran Church; had Tibetan Community Zoom meeting last week, it was well attended; attended the Fridley and Columbia Heights Rotary Operation Pollination meeting, along with the City Forester and members from the School District; attended the EDA meeting and work session meeting last week; helped stop by the Police Iftar that was hosted at the Columbia Heights mosque; had a Mayor’s Monarch Pledge and national meeting with the National Wildlife Federation; attended a Girl Scout River Valley Council interview; met with MN DOT; reminded everyone of “No Mow May” (yard signs are available for \$15.00 in utility billing), leaving dandelions and clovers for bees and small pollinators that are just coming out of the ground.

Report of the Public Works Director

Director Hansen reported that 37th Avenue water main structure lining is going well; there will be a residential meeting on May 24, 2022, for the street zone rehab work, and the contractor plans on starting work in the last week of May and working through the end of the summer; the schedule for sanitary sewer work on Central Avenue is pending due to a delay in scheduling materials. He stated that CenterPoint Energy has been doing a large amount of gas line replacements in the City.

COMMUNITY FORUM

Mayor Márquez Simula opened the community forum.

Rachel James, City resident, thanked the Council for their decisions they made in the work sessions to continue to keep their democracy open, transparent and accountable. She stated she appreciates the opportunity to attend via Zoom, that residents can watch the meetings on the community channel, that she can speak during the community forums, and for the Councilmembers that voted for the work sessions to continue to be available via Zoom. She added she is thankful for the opportunities for residents to speak at the meeting and voice their concerns.

ADJOURNMENT

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

Meeting adjourned at 7:39 pm.

Respectfully Submitted,

Sara Ion, City Clerk/Council Secretary



TRAFFIC COMMISSION

City Hall—Council Chambers, 590 40th Ave NE
Tuesday, March 15, 2022
6:00 PM

Item 2.

MINUTES

CALL TO ORDER/ROLL CALL

The meeting was called to order by Chairperson Schluender at 6:00 p.m.

Members present: Commissioners Ciesynski, Davis, Finkelson, Nekora, Schluender

Staff present: Kathy Young, Assistant City Engineer

Staff absent: Captain Markham, Police

Council Liaison: Connie Buesgens (for Amáda Márquez Simula)

APPROVE MINUTES

Motioned by Davis, seconded by Ciesynski, to approve the minutes of February 15, 2022 as presented.

Motion passed unanimously.

OLD BUSINESS

CONTINUE DISCUSSION ON TRAFFIC AND PEDESTRIAN SAFETY

At the February meeting Commissioners agreed to continue the discussion on traffic and pedestrian safety. Commissioner Finkelson has recommended two motions for consideration, the first being updating the Traffic Commission page on the city website and the second to reduce the speed limit on city streets to 20 mph.

Finkelson would like to update the city website to make the process for traffic control requests clearer and easier for residents. Some residents are unsure of how to submit a request and of the process that follows. He would like the website to explain this in more detail. He would also like to add links to appropriate resources that will provide requesters with other options for traffic calming measures besides stop signs. Currently residents ask for a stop sign and it's either approved or denied per the MUTCD guidelines. Ciesynski feels the city's website is difficult to navigate. Davis agrees with providing residents with better access to information. It would be helpful if the website was more user-friendly.

Commissioners would like a link placed on the Traffic Commission webpage to the Report a Concern form with an explanation that the resident will receive a response and instructions once the form is reviewed by city staff. Commissioners would also like a list of all communication from residents, even if the items do not make it to the agenda. They would like this information included in the agenda packet. They would like a link to the Report a Concern form as well as links to the bicycle and city trails, maps, etc. placed on the Traffic Commission webpage. They feel including more information on the Traffic Commission page will make it easier for residents. Davis stated the sidewalk and trails map was last updated in 2011. Young thinks the trails map was updated more recent than 2011 but the date wasn't changed—she will check on it. The bicycle map was updated in 2019. Young advised that staff can add the links to the Report a Concern form and maps on the Traffic Commission webpage. However, commissioners should check what the City Council is going to support before posting links to sections of the 2040 Comprehensive Plan. If there's a traffic calming option listed in the plan that the council is not going to support, it would be a disservice to reside

to present that option. Finkelson asked how they are supposed to know what the council is going to support. Young advised she would leave those items as recommendations directed toward the City Council. Schluender feels it would be useful to link to the 2040 Comprehensive Plan transportation section because it's already on the website.

Finkelson stated that when the Traffic Commission recommended changing the speed limit on Stinson Blvd to the beach it was in the minutes but there was no follow up by the City Council. His understanding is that recommendations from the Traffic Commission first go to the City Manager and then the City Manager decides what is placed on the agenda. He feels this recommendation was pocket-vetoed by the City Manager. Young advised that the City Council wants to have a broader discussion regarding the speed limit and that this recommendation will then become part of that broader discussion.

Councilmember Buesgens explained that sometimes things take a long time. The council will be discussing the Traffic Commission at the next work session. Commissioners cannot participate but they can email items to councilmembers of things they want to see changed. She would like to see the Traffic Commission transformed into a more multimodal commission and that will be up for discussion. She advised that sometimes the City Manager will put items on her list if she knows a discussion is coming up down the road, which sometimes may take years. This is usually due to staffing limitations, time constraints, etc. There are many different reasons why an item may be addressed later. Things don't always get done quickly. She strongly suggests they all come to hear what the council has to say about the Traffic Commission. Davis asked about the timeline for addressing the speed limits. Councilmember Buesgens is not sure. Young advised the discussion she's aware of is that they plan to address the speed limits when they discuss 37th Ave and if Columbia Heights is interested in lowering the speed limit to 25 mph. The discussion will take place later this year or early next year and then they will plan what to do citywide.

Davis suggested posting items on the website that the council supports within item c (the link to the MnDOT best practices documents, Minnesota's Best Practices for Pedestrian and Bicycle Safety) to assist residents making requests. Young advised this may be part of a discussion with the City Council. Schluender feels their recommendations are broad enough that they can follow up at the next meeting and see what's happening with the links on the website. There is enough detail in the minutes for people to see what's being discussed. The motion does not have to be specific as long as they can follow up at the next meeting.

Motioned by Finkelson to adopt Item (1) requesting the Traffic Commission page of the city website be updated to make the request for traffic-related improvements process clearer for residents and provide links to the Report a Concern form and appropriate resources. Seconded by Schluender. Motion passed unanimously.

Finkelson feels we should reduce the speed limit in Columbia Heights citywide. His understanding is that there are two options. You have either a blanket 25 mph limit, which is what St. Anthony did, or you can implement a tiered limit where minor and residential streets are 20 mph and collectors are 25 mph. He personally favors the 20 mph. He would like to register the Traffic Commission's opinion regarding the speed limits with the City Council. Per the minutes the council wants to be consistent with the speed limits and the goal is to increase safety. The Traffic Commission heard from Ethan Fawley of Vision Zero that Minneapolis has seen good results with their speed limit reduction. Finkelson would like to make a motion

to recommend the City Council take a tiered approach of 20 mph on minor and residential streets and 25 mph on collector streets such as 37th Ave.

Davis opposes. He feels any road designed for truck traffic should stay at 30 mph. Because 37th Ave is the main east-west route from Central Ave to I-35W he feels it's important to keep it at 30 mph. He would support residential roads being at 25 mph but there are certain roads that should remain at 30 mph. These are roads that have a yellow centerline. Some of these are county roads so the speed limit may not change anyway. You do want to encourage the use of certain roads and avoid others. Some speed limits should remain at 30 mph to prevent heavy traffic in residential areas. There needs to be a balance and speed limits should be considered reasonable by most people. He would prefer more discussion before passing a motion.

Schluender feels one benefit of lowering the speed limit is that it sets a baseline expectation for the neighborhood roads. These are expectations where residents are not expecting through traffic. There should be justification for major roads versus residential roads. He agrees this needs additional discussion. A lower speed limit long-term is beneficial because it helps with redesigning the streets. You do not want a speed limit of 20 mph on 40th Ave with four lanes and parking. Staff should compare St. Anthony and Minneapolis speed limit changes to see how they're working. He would like to see more information.

Davis asked if 30 mph is a choice with the tiered approach. Finkelson will need to check. There are still a couple of city roads in Minneapolis that have a higher speed limit than 20 mph so there are exceptions. The real restriction is that you can't make every city road 20 mph but you can always increase the limit. Nekora agrees with contacting St Anthony and Minneapolis. Davis would like to table this for discussion.

Motioned by Davis to table reducing the speed limit on city streets until the next meeting. Seconded by Schluender. Motion passed unanimously.

REVIEW OTHER ITEMS DISCUSSED AT FEBRUARY MEETING

A representative from MnDOT will be attending the City Council Work Session on April 4th via Zoom. MnDOT will be updating the council on the PEL Study (Planning and Environmental Linkage) for TH 47 and TH 65. Opportunities for comment are provided on the MnDOT website:

<https://www.dot.state.mn.us/metro/projects/hwy47andhwy65study/index.html>

Comprehensive Plan: Review and analyze high traffic crash locations on a biannual basis.

The 2040 Comprehensive plan talks about analyzing high traffic crash locations. Staff has not done a formal review on TH 47 and TH 65, but MnDOT does inform us of the locations they're concerned about. There are opportunities for residents to approach staff and council about areas of concern. These are:

- Email and phone
- Traffic Commission
- Listening sessions with council and staff
- Annual city picnic
- Annual Public Improvement Hearings

Davis asked if there will be more traffic signal replacement along Central and University Avenues within the next year or two. Young will need get back to him. There are four signals that will be painted, so those will not be replaced. Minneapolis wants to replace one signal on 37th Ave as part of the 37th Ave project.

Finkelson asked about the listening sessions with council and staff. Buesgens advised these took place when they held the city expos, these were held on a Saturday. He also asked about the annual improvement hearings. Young explained that the majority of street projects are assessed, so as part of that process staff will host at least two informal meetings with the affected residents. Residents then can bring up both construction issues and issues they've seen on their street.

NEW BUSINESS

None

REPORTS

City Engineer

37TH AVENUE CONSTRUCTION

At the last meeting the 37th Ave plans were part of the discussion so the City Engineer included these at this meeting for commissioners to go over.

Davis stated there have been a few changes since the last review and asked where this input came from. The first change he noted is that there are quite a few crosswalk islands. Young advised those were generated by Minneapolis. Davis understands Polk St but is questioning the others. Young explained these were part of the agreement to move forward with the project.

Parking will be limited on 37th Ave, buses will stop in the traffic lane which is a safety request by the transit company.

Davis stated that on the north side of 37th west of Buchanan St. there is a row of houses that face 37th Ave. Can a second parking bay put into that section? Young explained parking bays were reviewed based on the driveway lengths and this would have had to have been brought up during the open houses with staff. Davis feels residents were unaware of the open houses as many are rental properties. He would like to see the parking reconsidered.

Davis is also concerned about the pedestrian bays because of what he saw on in Minneapolis on Johnson St, where the road curves throughout, especially with truck traffic having to meander through. He feels this is problematic, especially because it's a narrower road with no parking which leaves nowhere to go. Starting at Central Ave there's a tiny jog that goes in between there and Polk St. Can the median be kept a little wider so it's not going in and out—it gets wide, then narrow, then wide, etc. Young stated that when driving it will seem fairly straight. Davis did not find that when driving on Johnson St and he does not want to see the same thing on 37th Ave. He would like a more detailed map.

Davis asked the width of 37th Ave on the west side of Central where the parking was removed to add the trail and if the east side will be the same width or will it be narrower? Young will need to check the distance between the curb and centerline stripe on the east side compared to the west side. She advised for the most part it's 13', an 11' lane and 2' curb reaction. Davis would like her to let him know that west of Central will be designed the same as east of Central to make sure the lanes are both the same width.

Finkelson likes the pedestrian islands. Currently 37th Ave is difficult to cross. He likes the way it weaves a little because this will slow people down and the pedestrian islands will make it safer to cross. Young advised

part of that was at the request of Minneapolis. Because the bike trail is on the north side they want their residents to be able cross from the south side to the north side.

Davis stated there are some pedestrian areas that are rather close. Polk St to Central Ave in particular and between Johnson St and Buchanan St. Young advised the medians will not be removed. Davis does not want them removed but he feels the geometry is wrong. He would like to see these areas stay wide rather than narrow and then widen so it's not so extreme for truck traffic. It would make more sense to keep these wider through those sections. He would like more width to deal with the traffic. Young advised that other than at Central Ave, the lanes going in both directions are essentially 13' feet wide, an 11' lane with 2' reaction before you get to the vertical part of the curb. Davis stated with snow it's essentially 11'.

He also asked if the chokepoint at Hayes St could be created so there's not such a significant jog between the north and south side of Hayes St. The boulevard on the south side could be wider on the left instead of the right so there's less of a jog between the north and south side. Cross traffic now must veer at more of a diagonal.

Davis questioned Hart Blvd becoming narrower when traffic already is coming in at an angle at that spot. Young explained this definitely will force vehicles into one lane in each direction, but this makes it much safer for pedestrians to cross the street. It was done this way to try to square it up so it's at more of a 90 degree angle with 37th Ave.

Finkelson asked about Anoka County doing work on 40th Ave. Young advised they've applied for a couple of grants and so far, have been unsuccessful. The work will not be done without grant money because of the costs. She provided the costs we have to date for 37th Ave to give commissioners an idea of the financial impact for this type of construction. Originally the project started at \$11 million but as the design progressed the cost increased. They are looking for more funding sources. For example, they plan to approach the Mississippi Watershed Organization for the green infrastructure such as the stormwater type projects. New signals have been added at both Central Ave and Johnson St as part of the project.

Davis asked if there will be a change of configuration with the new signals. At one point he had suggested a change to the signals at 37th and Central Aves. He had suggested a green arrow for the westbound dedicated right turn lane onto northbound Central Ave. The lane is signed no turn on red. The green arrow for southbound traffic on Central Ave turning left (eastbound) onto 37th Ave follows the green light for the right turn lane onto northbound Central Ave and westbound traffic on 37th Ave. Davis had suggested having the green arrow for the dedicated right turn lane onto northbound Central Ave and the left turn signal for southbound Central Ave turning east on 37th Ave cycle at the same time. He feels this would allow a lot more traffic to go through and alleviate backups in the dedicated right turn lane during rush hour. There would still be the protection that no turn on red provides but it would allow more traffic to flow.

Councilmember Buesgens stated she was liaison on the Traffic Commission several years ago and she has seen a change in the commission since then. This commission is taking more initiative and more interest in being involved. She will bring this up to the city manager, council, and staff. Hopefully the council will allow the Traffic Commission to be more self-initiating and find a more formal way for them to bring items to the council. She strongly recommends zooming in or attending the April 4th work session at 7:00 pm. They meet

at the Public Safety building in the downstairs training room. She strongly recommends if anyone has ideas or suggestions about transforming this commission to send them to the council.

Police Chief

None

Commissioners

None

ADJOURNMENT

Motioned by Davis, seconded by Schluender to adjourn the meeting at 7:29 p.m. Motion passed unanimously.



TRAFFIC COMMISSION

City Hall—Council Chambers, 590 40th Ave NE

Tuesday, April 19, 2022

6:00 PM

Item 3.

MINUTES

CALL TO ORDER/ROLL CALL

The meeting was called to order by Chairperson Schluender at 6:03 p.m.

Members present: Commissioners Ciesynski, Davis, Finkelson, Nekora, Schluender

Staff present: Kathy Young, Assistant City Engineer
Captain Markham, Police
Sue Chapman, Administrative Assistant

Council Liaison: Amáda Márquez Simula

GUEST SPEAKER

Sara Ion, City Clerk / Council Secretary

Sara gave a brief refresher on meeting attendance/open meeting laws for commission members.

CHAIRPERSON APPOINTMENT

Chairperson Schluender has resigned as Chair of the Commission.

Motion by Finkelson to nominate Adam Davis as the new chairperson, seconded by Schluender. Nomination accepted by Davis. Motion by Schluender to implement nomination immediately. Motion passed unanimously.

Motion by Ciesynski to nominate Jared Finkelson as Vice Chair of the Commission, seconded by Davis. Motion passed unanimously.

APPROVE MINUTES

Motion by Davis, seconded by Schluender, to table acceptance of the March 15, 2022 minutes until the next meeting. Motion passed unanimously.

OLD BUSINESS

CONTINUE DISCUSSION ON TRAFFIC AND PEDESTRIAN SAFETY

At the March meeting commissioners agreed to table reducing the speed limit on city streets until the April meeting.

Finkelson advised he pulled data from MnDOT regarding reducing speed limits. Excluding data from 2020-21, which is preliminary, the data shows that from 2011-2019 approximately 48% of all crashes occurred on city or municipal state aid roads. He doesn't have the criteria for what MnDOT categorizes as serious crashes but out of 15 serious crashes, six were on city streets and two on municipal state aid roads, which is just over half of the streets under the City of Columbia Heights jurisdiction. He would like to make a

recommendation to the City Council to adopt a 20-25mph maximum speed limit. The 20-25mph would be consistent with the cities of Minneapolis and St. Paul. Per Vision Zero lowering the speed limit does have some effect on slowing down traffic. Feels this would set the expectation for city staff when redesigning streets to keep the speed limit lower for people to be safe.

Davis asked Mayor Simula if there has been further discussion since the MnDOT meeting about what direction the City Council wants to take regarding the speed limit. She advised she wasn't at the work session but her notes indicate that for the most part the council was okay with MnDOT's presentation, but they still want to hear from the community. One councilmember was hoping for more traffic slowdown on Central Ave. There have been five accidents in the last three weeks on Central Ave. A PEL study was done two years ago before knowledge of the new apartment buildings that does not reflect the new data. Davis stated the recent accidents seem to be concentrated within a 4-block area that has no additional pedestrian lighting. This area has dark zones outside of the LED lights making it difficult to see pedestrians, especially if they're not right at the corner. He feels the LED lighting we've added is brighter but is more concentrated making it difficult to see outside of that zone. He would like the Traffic Commission to ask the council to look into some type of additional lighting in this area. North of 45th Ave is so wide that having only mid-block lighting is not adequate, coupled with coming from a 40mph speed limit. He feels this is a big enough concern to address now and not wait for a grant for lighting. He also asked about the pedestrian bump outs and where these would be placed on Central Ave. He feels 45th Ave to 49th Ave would be the most beneficial but is unsure of the Metro Transit using the shoulders as bus stops. Finkelson advised there is a list in the presentation or the risk assessment, but it only goes up to 45th Ave. Ciesynski questioned that since Central Ave is a state road, would MnDOT let the city install more lighting. Young advised they would, but MnDOT would need to be involved.

Motion by Davis to request the City Council consider adding additional basic or temporary lighting on Central Ave between 43rd and 47th Aves to increase public safety. Seconded by Finkelson. Motion passed unanimously.

A motion was made by Finkelson to recommend the City Council adopt a 20-25mph speed limit on city streets. Schluender stated he is in favor of this motion but thinks it should be an agenda item for the next meeting and the commission should try to get citizen input for discussion. Davis agrees more public input would be helpful and more valuable to the council. He would like a tiered speed limit of 20-25-30mph for different types of roads. Finkelson and Davis asked how to attain public attendance i.e., publicize a meeting. The City Clerk advised she would need to follow up on this as far as restrictions, jurisdiction of the commission, etc.

Motion by Davis to direct staff to explore how the Traffic Commission can hold a public hearing regarding a potential tiered speed limit of 20-25-30mph on local roads. Seconded by Ciesynski. Schluender added that it would be useful to include in the agenda packet a synopsis of what the legislation passed down to local entities, including the state statute referencing the guidelines and ability of the Traffic Commission, so the public understands where this is coming from. Motion passed unanimously.

The City Clerk advised she needs to research if the Traffic Commission has the authority to call for a public hearing regarding this item. There is a difference between a public meeting and a public hearing. A public hearing must be posted to the City's website and published in the city's legal newspaper. A public meeting can be posted on the website, commissioners can also have conversations with residents. Mayor Simula

advised commissioners can promote a public meeting on social media, i.e., there is a meeting on Tuesday, we'd like input, and list what the meeting is about on the agenda. Commissioners can also talk to neighbors. Commissioners agreed to be more specific on the next agenda regarding the speed limit in hope of obtaining more public input.

Davis asked for any information regarding the 25mph in St. Anthony. Young spoke with Zach Lunderberg, the St. Anthony Public Works Superintendent. He stated that when they first made the change they received some negative social media comments, but nothing major that needed to be addressed formally, and operationally everything seems to be going fine. Captain Markham exchanged emails with the St. Anthony Police Captain. He didn't have any hard data but stated with the change to the interior streets there seems to be fewer traffic complaints. They also installed digital speed display signs on Silver Lake Road at 31st Ave and on 37th Ave by Wilshire Elementary School with no strong objections from residents. Captain Markham is unaware if St. Anthony is collecting any hard data.

NEW BUSINESS

None

REPORTS

City Engineer

The Central Ave traffic signals scheduled for painting are at 44th, 45th, 47th, 49th and 52nd Avenues. The signal at 50th Ave is fairly new and it's anticipated that the signal on Central and 40th Aves will be replaced within the next 10 years. MnDOT's new standard is to put up galvanized poles. It is up to the City if they want them painted and to provide the funding. The poles that are being painted are at the City's request and the City is funding this. Davis asked if the new signal on 40th Ave will have the flashing arrow, Young advised it will. He also questioned if there will be a longer walk time. Young advised studies are done prior to the signal replacement projects and we will know at that time. Davis also asked if the lighted street sign will be replaced. Young advised all new signals will have LED lights, so she anticipates when 40th is redone the new signal will have LED lights.

LRRB (Local Road Research Board) studies are underway. This shows that other cities are dealing with the same issues as the Traffic Commission, i.e., the impact of speed limits, factors that influence vehicles stopping for pedestrians, impact of warning devices. All these studies are underway; some will be done in 2023 and others in 2024. These studies are not specific to Central Ave, they're general.

Young asked what commissioners envision the May meeting to entail and what they are looking for from staff. Davis advised one item is the public meeting regarding the speed limit. He also wanted to provide some feedback on 37th Ave but needs more time to review. Ciesynski asked about the time frame for a public meeting notice. Young advised a public meeting notice needs to be posted three days before the meeting and does not require legal publication. For a public hearing, commissioners would need to formally call for a public hearing and a legal public hearing notice would need to be published a minimum of 10 days prior to the hearing date. Schluender suggested specifying this agenda item as lowering the city speed limit to 20mph so the public is aware this is coming up and if interested can attend the meeting. Commissioners can also assist with spreading this information to residents. After this public meeting commissioners can vote on the speed limit. If citizens know ahead of time from social media, etc. and are interested they will attend the meeting. Nekora agrees with this suggestion. Otherwise, commissioners will need to wait until

the June meeting and then it will be getting into summer. Commissioners agreed to put reducing city speed limits on the May agenda and to spread the word via social media and/or talking to neighbors. Young and the City Clerk will work together on what can be placed on the city website to publicize the meeting.

Police Chief

Captain Markham advised the Police Department is very much aware of the traffic issues on Central Ave lately and is undertaking extra patrol. They are concerned about the crashes.

Captain Markham asked the Traffic Commission to consider one speed limit throughout the city versus tiered limits. Currently if you're on a residential street you know it's 30mph. If you're on a residential street and you need to guess between 10-15-20-30mph it may create confusion for drivers and is definitely harder to enforce, i.e., if there are three different speed limits within a three-quarter mile stretch. Schluender advised Minneapolis and St. Paul put up entrance signs that say 20mph unless otherwise posted. From what he understands, it is the intent of the legislative action that a city can lower the speed limit to 20mph and then if wanted, can designate the speed limit on an arterial road to 25mph. Or cities can take the approach that St. Anthony did and have a citywide speed limit of 25mph.

Captain Markham agreed with Davis about the lighting on 47th Ave, it's very hard to see pedestrians, especially if they're dressed in dark clothing. Another thing that needs to be looked at is bus stops. Is it necessary to have a bus stop on every block or is better to control them. It would be better for bus stops to be located at controlled intersections so pedestrian must use the crosswalk at the light, making things safer and easier to control. Police is currently working on this in the background with MnDOT and Zero Death.

Ciesynski asked about Columbia Academy-- parents are taking up the only through lane for traffic. Captain Markham stated he has been dealing with this traffic issue all year and working with the academy to try to keep the loop drop-off moving. He has received numerous complaints but does not know how else to improve the situation. There is a high volume of car traffic, more parents pick up and drop off. Police has CSO's present mornings and evenings, and the school district has three officers directing. They continue to tweak the situation; the flow has improved but it's not ideal. They are doing the best they can.

Finkelson questioned enforcement of drivers that fail to yield to pedestrians. Captain Markham advised they have run a program for several years and used community outreach to educate pedestrians. Pedestrians and drivers are equally at fault, it's a combination problem. Before COVID they were carrying out enforcement of both vehicle and pedestrian traffic and providing educational handouts to each.

Davis questioned removal of certain bus stops to control pedestrian crossing. Captain Markham explained this was a goal prior to COVID but at this point it's at the control of Metro Transit; once they're on board they will try to move forward. Schluender advised the "10" line is being converted to the "F" line through the BRT and there will be less stops. Captain Markham stated the bus stop that's problematic is at 46-1/2 Ave. On Central Ave, 45th to 47th Ave is uncontrolled so a pedestrian can cross the street anywhere legally and there's also bad lighting. If a northbound bus drops someone off, that person may try to dart across Central Ave towards Hilltop. These are a couple of the west to east issues. There's definitely room for improvement in that area.

Finkelson asked about making the intersections at 46th and 46-1/2 Aves safer for pedestrians, even without a bus stop. There's still a lot of pedestrians that will using that area and he feels we should focus our energy

on making these intersections safe for crossing the street. Captain Markham advised that a pedestrian crossing at 43rd Ave is \$300,000. He's doing the best he can from the enforcement side with what he has to work with. We need to develop a relationship with MTC and try to get something done there such as lighting and traffic control devices, but this is a much bigger process.

Ciesynski stated that the bus stops were a big selling point when they built the multi-units at the old K-Mart site, as to quick access to the downtown bus line, so removing these may cause some discontent. Davis is concerned that removing bus stops and implementation of the "F" line may cause accessibility issues and increase the distance seniors need to walk to the bus stop, making it less feasible for them to use it.

Captain Markham advised that from 47th to 49th Ave some people use the 49th Ave walk bridge and others just dart across Central Ave if they're trying to catch the bus. If there were planters in-between this area it would make it more difficult to cross the street, so you would be controlling the pedestrian traffic which would reduce the likelihood of a crash. Mayor Simula added that if the bus dropped pedestrians at the traffic light they would cross at the traffic light, which would be the safest place, instead of in the middle of the block. We currently have two mid-block bus stops. It's not about removing the bus stops but relocating them to drop people off at the light. She is taking notes and reporting back to MnDOT with the BRT to ensure that the bus stop is at a safe place to cross. Davis advised people don't like to take the corners, they'll take the diagonal whenever possible, whether it's a bus stop or just crossing the street in general. Captain Markham agrees, they'll always take the shortest route. That's why he feels barriers on Central Ave would make it more difficult for pedestrians to just shoot across. Finkelson asked about the legalities of crossing the street. Captain Markham explained that at controlled intersections such as 44th and 45th Aves, you must cross at the light, but 47th Ave is not controlled so people can cross wherever they want. This is not much different than the Safe Systems program Minneapolis has run, Crime Prevention through Environmental Design; through environmental design you're trying to safely move people to an area where they're not going to get hit by cars. It's not about taking away accessibility. Finkelson feels we should use environmental controls to slow down traffic to make it safe to cross the street. Captain Markham advised that moving a bus stop one-half block and having a traffic light to cross the street is safer for pedestrians. Mayor Simula added this includes traffic speeds, the two work together. Finkelson feels that because of the restaurants and businesses on Central Ave people are still going to cross at 46th and 46-1/2 Aves. Mayor Simula advised all options will be discussed.

Commissioners

Schluender stated that draft of the website changes that includes links to the maps looks really nice.

ADJOURNMENT

Motioned by Adams, seconded by Schluender to adjourn the meeting at 7:30 p.m. Motion passed unanimously.

MINUTES
CITY OF COLUMBIA HEIGHTS
PLANNING COMMISSION MEETING
March 1, 2022

The meeting was called to order at 6:08 pm by Acting Chair Vargas.

CALL TO ORDER/ROLL CALL

Commissioners present: Stan Hoium, Tom Kaiser, Eric Sahnou, Mark Vargas, Clara Wolfe
Commissioners absent: Rob Fiorendino, Mike Novitsky

Also present: Aaron Chirpich, Community Development Director; Minerva Hark, City Planner; Mattie Miller, Anderson Engineering (via Zoom), Jared Ackmann, Reuter Walton Development (via Zoom)

APPROVAL OF MINUTES

1. Approval of October 5, 2021 Planning Commission Meeting Minutes

Motion by Sahnou, seconded by Kaiser, to approve the minutes from the meeting of October 5, 2021. All ayes. MOTION PASSED.

PUBLIC HEARINGS

2. Final Plat Approval and Easement Vacation for Existing Lot Located at 825 41st Avenue NE

Introduction: Hark reported that Reuter Walton Development has applied for a Final Plat Review with Easement Vacation for the property located at 825 41st Avenue NE. The Final Plat, once approved, would create three separate lots: Lot 1, which currently houses the City's Public Safety Campus; Lot 2, which is proposed to be developed into a 62-unit, 4- story affordable apartment building; and Lot 3, which is proposed to be developed into a new retail, office, and warehouse space for SACA Food Shelf. In addition to the Final Plat, the applicant is requesting the vacation of an existing storm water drainage utility easement (per Document No. 1554478), which burdens the underlying property to retain storm water on the surface of the existing parking lot. With the vacation of this easement, the applicant proposes to construct a new underground storm water chamber on proposed Lot 2 and record a new easement to store storm water in the underground chamber. This effectively eliminates the need to continue to maintain existing easement 1554478. On May 4, 2021, the Planning Commission reviewed and recommended approval of this Planned Unit Development's Preliminary Plat and several other Easement Vacations. The applicant is now submitting the Final Plat, which requires approval prior to project construction.

Zoning Ordinance: The Zoning Ordinance requires the Planning Commission to hold a public hearing on the applications for a Final Plat and Easement Vacation, and submit its recommendation to the City Council. The site is zoned as a 6 Item 2. Page 2 Planned Unit Development District (PUD District #2021-01), with flexibilities on parking, building setbacks, and units-per-acre through the approval of Ordinance No. 1666. The newly-platted lots intend to accommodate multi-family housing, retail, office space, and warehouse space. The project site is adjacent to the One- and Two-Family Residential District (R-2A) to the north and west, as well as the Multiple Family Residential District to the east (R-4) and the south (R-3).

Comprehensive Plan: The Comprehensive Plan guides this area for Transit Oriented Development. Transit Oriented Development seeks to develop properties to have a mix of residential, retail, and office. Through the approval of the Final Plat, two additional developable lots will be created with the intention to developing housing, retail, office, and warehouse space.

Findings of Fact: Section 9.104 (M) of the Zoning Code outlines two conditions that must be met in order for the City to grant a Final Plat. They are as follows:

- (a) The final plat substantially conforms to the approved preliminary plat.

The final plat submitted substantially conforms to the preliminary plat that was approved by the City Council on June 14, 2021 through Resolution No. 2021-44.

- (b) The final plat conforms to the requirements of Section 9.116 (Subdivision Ordinance).

In review of the final plat that was submitted, Staff finds that the final plat generally conforms to the City's Subdivision Ordinance for a Planned Unit Development. The applicant is compliant in this regard.

Additionally, Section 9.104 (J) of the Zoning Code outlines two conditions that must be met in order for the City to grant an Easement Vacation. They are as follows:

- (a) No private rights will be injured or endangered as a result of the vacation.

This is correct.

- (b) The public will not suffer loss or inconvenience as a result of the vacation.

This is correct. The applicant proposes an easement dedication to replace the vacated storm water drainage utility easement, which would help alleviate drainage issues in the area.

Recommendation: Staff review finds that the proposed Final Plat and Easement Vacation applications meet the requirements of the Zoning Ordinance. As a result, Staff recommends that the Planning Commission recommend approval of the proposed Final Plat and Easement Vacation for the property located at 825 41st Avenue NE, subject to certain conditions.

Questions/Comments from Members:

Hoiium commented that he previously had a question about SACA and asked if that has been resolved. Hark responded that SACA is making progress towards their plans, but funding is still an issue; they are waiting to submit their application until funding is secured.

Vargas asked for clarification on the previous drainage easement, which allowed for water to sit on the surface, and asked if now a system will be installed underneath it. Hark replied that is correct.

Kaiser asked for confirmation that besides the stormwater easement component, that nothing else seems to be different from what was seen previously. Hark responded that there shouldn't be any substantial changes, but there may be more easement dedications which aren't required to be part of this process.

Hark said that the apartments will be addressed as 800 42nd Avenue NE and the potential SACA site will be addressed as 850 42nd Avenue NE.

Sahnaw asked what the preliminary construction timeline is. Hark replied that they are hoping to break ground in June 2022.

Vargas stated that Reuter Walton is a union shop, and asked if they are providing opportunities for non-union subcontractors. Ackmann replied that they are restricted with financing and they have a contract with Frana and Companies; they would have to defer to them for specific subcontractor list.

Hoium asked about the park dedication funds that would be received for this project. Chirpich replied that the City would receive \$45,000, 10% of the land value in an undeveloped state.

Public Hearing Opened.

Public Hearing Closed.

Motion by Hoium, seconded by Wolfe, to waive the reading of the draft resolutions attached, there being ample copies available to the public. All ayes. MOTION PASSED.

Motion by Sahnaw, seconded by Hoium, to recommend that the Planning Commission recommend to the City Council approval of the Final Plat as presented, subject to the following conditions of approval:

- 1. An approved Final Plat shall be valid for a period of one (1) year from the date of the City Council approval and must be recorded within that timeframe. In the event that a Final Plat is not recorded within this time period, the Plat will become void.*
- 2. The applicant shall be responsible for the cost of filing and recording the Final Plat and related written easements with the Anoka County Recorder's Office.*
- 3. The Storm Water Drainage Utility Easement per Doc. No. 1554478 must be vacated prior to the recording of the Final Plat with the Anoka County Recorder's Office.*
- 4. Developer shall pay park dedication fees as outlined in the Development Contract.*

All ayes. MOTION PASSED.

Motion Sahnaw, seconded by Kaiser, to recommend that the Planning Commission recommend to the City Council approval of the Easement Vacation as presented, subject to the following conditions of approval:

1. *The applicant shall be responsible for providing legal descriptions of all easements that are subject to be created or amended as a result of the easement vacation. Said descriptions are subject to review by the City Attorney. Once approved, the applicant shall be responsible for recording the newly created or amended easements with the Anoka County Recorder's Office.*
2. *The applicant shall be responsible for recording the easement vacations with the Anoka County Recorder's Office.*
3. *The vacation of easement is contingent upon the recording of the associated Final Plat with the Anoka County Recorder's Office.*

All ayes. MOTION PASSED.

OTHER BUSINESS

3. Recognition of Rob Fiorendino

Hark stated that Chair Fiorendino couldn't be there that evening, but she wanted to recognize his 18 years of service on the Planning Commission. She thanked him for his time, hoped to see him back soon, and that his engagement in the community would continue.

4. Upcoming Officer Elections

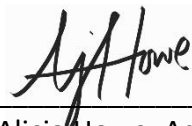
Hark said that there are three vacancies, but two opportunities for renewal; Sahnou and Kaiser are going to renew their terms, which leaves one vacancy. The deadline to submit applications is March 4, 2022. She stated that one new application has been received.

Hark stated that the next meeting will be tentatively be scheduled for May 3, 2022.

ADJOURNMENT

Vargas adjourned the meeting at 6:23 pm.

Respectfully submitted,



Alicia Howe, Administrative Assistant

MINUTES
CITY OF COLUMBIA HEIGHTS
ECONOMIC DEVELOPMENT AUTHORITY (EDA) MEETING
March 7, 2022

The meeting was called to order at 6:05 pm by Chair Szurek.

Members present: Connie Buesgens; Gerry Herringer; Kt Jacobs; John Murzyn, Jr; Nick Novitsky; Amada Márquez Simula (via Zoom, *arrived at 6:11 pm*); Marlaine Szurek

Staff Present: Kelli Bourgeois, City Manager; Aaron Chirpich, Community Development Director; Minerva Hark, City Planner; Sara Ion, City Clerk; Ben Sandell, Communications Coordinator; Alicia Howe, Administrative Assistant; Keith Dahl, Ehlers (via Zoom)

Also Present: Rachel James (via Zoom)

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Approve the minutes of the regular EDA Meeting of January 3, 2022.
2. Approve financial reports and payment of bills for December 2021 and January 2022 – Resolution No. 2022-04.

Herringer asked for clarification on the accounts payable to JL Theis Inc. for block and retaining wall. Chirpich stated this was related to the new cell tower at the library, the scope of the project was expanded to add additional retaining wall after the contract was made.

Herringer then asked about the municipal ramp cleaning payable to SPS Inc. Chirpich stated this was an expensive full ramp cleaning where cleaning had not been completed for years; future ongoing maintenance will need to be planned to avoid this level of cleaning.

Novitsky noted that it was noticeably cleaner.

Herringer asked how long the City would be required to clean the ramp. Chirpich explained that the ramp is municipally owned and the primary contract owner with the City, Fairview Health Services, has closed and the contract will expire in September 2022. He stated that the new occupant of the building would potentially have a similar agreement with the City and Alatus may also need overflow. He added that this ramp is meant to be free to use for all other businesses as they helped pay to construct the ramp.

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

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA,
APPROVING THE FINANCIAL STATEMENTS FOR THE MONTHS OF DECEMBER 2021 AND JANUARY**

2022, AND THE PAYMENT OF THE BILLS FOR THE MONTHS OF DECEMBER 2021 AND JANUARY 2022.

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

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

WHEREAS, the financial statements for the months of December 2021, and January 2022 have been reviewed by the EDA Commission; and

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

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

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

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

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

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

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 7th day of March, 2022

Offered by: Jacobs
Seconded by: Novitsky
Roll Call: All ayes of present.

President

Attest:

Assistant Secretary

BUSINESS ITEMS

3. Establishment of the 42nd and Jackson Tax Increment Financing District

Chirpich reported that Reuter Walton Development has requested public financial assistance in the form of tax increment financing (TIF) to facilitate the redevelopment of the City's vacant development site located north of and contiguous with the Public Safety campus. Reuter Walton has received approval from the City to construct a 62-unit affordable apartment community on the property.

Before the EDA can move to establish a TIF district for the Reuter Walton project, the EDA must amend the TIF Plan and district boundaries of TIF district No.9. TIF district No. 9 was created in 2000 to facilitate the development of the Columbia Court Townhomes and Crestview Senior Living projects that are located just to the south, and east of the City's vacant development site. At the time of the creation of TIF district No. 9, the City's Public Safety site, including the vacant portion being redeveloped by Reuter Walton, was included in the district boundaries. When TIF district No.9 was established, the City did not have plans to build the Public Safety campus on the site. Therefore, it was included in the district as a future private redevelopment site. Before creating a new TIF district for Reuter Walton, the Public Safety parcel, which currently includes the vacant development site, needs to be removed from TIF district No. 9.

To finalize the plans for the new Reuter Walton TIF district, there are several details still being discussed and reviewed between staff, the EDA's public financing consultant Ehlers, and Reuter Walton to verify the full extent of TIF assistance needed. The possible uses for which TIF is being considered include; land acquisition, site preparation, affordable housing, and utility related work. Within the City of Columbia Heights, the Economic Development Authority is authorized to exercise Tax Increment Financing powers; however the EDA may not exercise any TIF powers without approval of the City Council. Review and approval by the Council is scheduled for a public hearing at the March 14th regular City Council meeting. Since the EDA is authorized to exercise TIF powers, the EDA must make certain findings of fact that are detailed in the attached TIF plan ahead of the Council's consideration of the new district.

Previously, the EDA and Council established a redevelopment project designated as the Downtown Central Business District Revitalization Plan. The revitalization plan has encouraged development and redevelopment throughout the City; however, modifications to the plan must be made to encompass the potential development being proposed by Reuter Walton. The TIF Plan attached to this report is merely a planning document that reflects the maximum potential of the proposed TIF district. The plan in no way constitutes the terms, length, or dollar amount of the proposed TIF district. The term, length, and dollar amount will be part of a separate document, called the Contract for Private Redevelopment. If the City Council approves the TIF Plan at their March 14th public hearing, that contract will be considered by the EDA at a subsequent meeting.

The structure of the proposed TIF district and the general outline of the project being contemplated by Reuter Walton are detailed in the TIF Plan. The project is comprised of a 62-unit

income based affordable housing 42 Item 3. Page 2 complex. The maximum duration of the TIF district is 26 years, and the estimated annual tax increment is \$71,868. Ehlers has completed the TIF Plan on behalf of the City and EDA, and a full copy of the plan is attached to this report.

Before the 42nd and Jackson TIF district is established, the EDA will incur certain administrative costs related to the creation of the district. These costs are eligible to be paid (reimbursed) with tax increments generated by the district. To ensure repayment of these costs, the EDA must approve an interfund loan as part of the project. This interfund loan will allow the EDA to temporarily finance upfront administrative costs with current EDA fund reserves. Ehlers has recommended setting this loan amount at \$50,000.

Before the EDA there are three (3) resolutions for consideration. Resolution 2022-05, a resolution approving the removal of a parcel from TIF District No. 9, Resolution 2022-06, a resolution modifying the downtown revitalization plan, establishing the 42nd and Jackson TIF district, and adopting the TIF plan; and Resolution 2022-07, a resolution authorizing an interfund loan for the EDA to be reimbursed for qualified costs from the TIF District.

Questions/Comments from Members:

Szurek stated she felt they were making a decision about the project without having seen the site plan to know the details. Chirpich stated that from a land use perspective that it has been approved by the Planning Commission and the site plan only goes before the Planning Commission and the Council, not the EDA.

Szurek added that they are being asked to go into a TIF sight-unseen, and it's a lot of money. Chirpich stated that the TIF is related to just the housing. Szurek asked if SACA is asking for money as well. Chirpich said not from the TIF.

Novitsky stated that SACA is still working on their funding as of last week. He added that the project looks good, and Reuter Walton has made concessions to accommodate SACA and make residents in the area as happy as they can be.

Szurek asked if residents were contacted. Buesgens stated that there were two public meetings, residents spoke to Council and the Planning Commission, and there were several studies conducted.

Jacobs noted that a project overview should be brought before the EDA in the future, so they don't feel like they are going into these decisions blind. Szurek replied that is how she feels without being able to visualize the project.

Murzyn Jr. asked if the EDA could receive the plans at the same time as the Council when it relates to TIF districts. Chirpich agreed that this would be a good idea.

Staff pulled up the plans for the EDA Commissioners to view.

Dahl clarified to the EDA that tonight, they are not approving any financial assistance to Reuter Walton, they are approving the TIF plan, or district, to send to the Council to hold the public hearing; this doesn't guarantee financial assistance. He added that the contract will come back to the EDA for approval, and more detailed site plans can be shared at that time.

Chirpich stated that SACA will be bringing forth plans for land use approval in the summer.

Szurek stated she had a better sense now if what is being discussed. She then asked if they are doing underground parking. Hark replied they are doing underground and at-surface parking; there will be no charge for the underground parking, it will be paid by the builder.

Chirpich stated that underground parking is a good topic for TIF and explained that because they cannot charge for parking, they don't have as much revenue to pay their financing, and they need more assistance.

Szurek said that if there was a charge for parking, they would park elsewhere which would have an impact on the neighborhood, similar to the "Kmart site". Chirpich stated that the Council was adamant, based on this example, that they wouldn't be able to charge for parking. He added that they extended the time period for Planning Commission approval by 30 days to work through concerns and consider traffic impacts.

Motion by Buesgens, seconded by Murzyn Jr., to waive the reading of Resolution No. 2022-05, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Buesgens, seconded by Jacobs, to approve Resolution No. 2022-05, a Resolution of the Columbia Heights Economic Development Authority, approving the removal of a parcel from tax increment financing district NO.9 within the downtown central business district redevelopment project. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2022-05

A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, APPROVING THE REMOVAL OF A PARCEL FROM TAX INCREMENT FINANCING DISTRICT NO. 9 WITHIN THE DOWNTOWN CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT

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

Section 1. Recitals.

1.01. The City Council of the City of Columbia Heights, Minnesota (the "City") and the Board previously approved a tax increment financing plan (the "TIF Plan") for Tax Increment Financing District No. 9 (the "TIF District"), a redevelopment district within the Downtown Central Business District Redevelopment Project in the City, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act").

1.02. The parcel identified by property identification number 35-30-24-14-0151 and legally described in EXHIBIT A attached hereto (the "Parcel") was included in the TIF District.

1.03. The City and the Authority propose to amend the TIF Plan to remove the Parcel from the TIF District, thereby reducing the size thereof.

1.04. The current net tax capacity of the Parcel to be eliminated from the TIF District equals or exceeds the net tax capacity of the Parcel in the TIF District's original tax capacity, as determined under Section 469.177, subdivision 1, clause (e) of the TIF Act. Therefore, this amendment to the TIF Plan is accomplished pursuant to Section 469.175, subdivision 4, clause (e)(2)(A) of the TIF Act, by action of the City without the need for public hearing and other notice and processing which would otherwise apply to substantial amendments to tax increment financing districts.

Section 2. Approvals; Further Actions.

2.01. The TIF Plan for the TIF District is hereby amended to remove the Parcel.

2.02. Authority staff and consultants are authorized and directed to notify the Manager of Property Records and Taxation, as County Auditor, of Anoka County, Minnesota of the removal of the Parcel pursuant to Section 469.175, subdivision 4, clause (e) of the TIF Act, and to file the amendment to the TIF Plan with the Commissioner of Revenue and the State Auditor pursuant to Section 469.175, subdivision 4a of the TIF Act.

2.03. This resolution shall be in full force and effect upon the approval by the City Council of the City of the removal of the Parcel from the TIF District. 44 Item 3. 2 CL205-11-781108.v1

Approved this 7th day of March, 2022, by the Board of Commissioners of the Columbia Heights Economic Development Authority.

Order of Economic Development Authority

Passed this 7th day of March, 2022

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

President

Attest:

Assistant Secretary

Motion by Jacobs, seconded by Novitsky, to waive the reading of Resolution No. 2022-06, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Jacobs, seconded by Novitsky, to approve Resolution No. 2022-06, a Resolution of the Columbia Heights Economic Development Authority, adopting a modification to the downtown central business district revitalization plan for the downtown central business redevelopment project, establishing the 42nd and Jackson tax increment financing district therein, and adopting a tax increment financing plan therefor. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2022-06

A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, ADOPTING A MODIFICATION TO THE DOWNTOWN CENTRAL BUSINESS DISTRICT REVITALIZATION PLAN FOR THE DOWNTOWN CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT, ESTABLISHING THE 42ND AND JACKSON TAX INCREMENT FINANCING DISTRICT THEREIN, AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR

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

Section 1. Recitals.

1.01. The City of Columbia Heights, Minnesota (the “City”) and the Authority have previously approved a Downtown Central Business District Revitalization Plan (the “Revitalization Plan”) for the Downtown Central Business District Redevelopment Project (the “Redevelopment Project”) within the City, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended, and Minnesota Statutes, Sections 469.090 through 469.1082, as amended.

1.02. The City and the Authority have determined to modify the Revitalization Plan for the Redevelopment Project and approve a Tax Increment Financing Plan (the “TIF Plan”) for the 42nd and Jackson Tax Increment Financing District (the “TIF District”), a housing district, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), all as described in a plan document presented to the Board on the date hereof.

1.03. Pursuant to Section 469.175, subdivision 2a of the TIF Act, notice of the proposed TIF District was presented to the commissioner of Anoka County, Minnesota (the “County”) representing part of the area to be included in the TIF District at least thirty (30) days before the publication of the notice of public hearing.

1.04. Pursuant to Section 469.175, subdivision 2 of the TIF Act, the proposed TIF Plan and the estimates of the fiscal and economic implications of the TIF Plan were presented to the Board of Education of the Columbia Heights Public Schools and to the Manager of Property Records and Taxation, as County Auditor, of the County (the “County Auditor”) at least thirty (30) days before the date of the public hearing.

1.05. On March 14, 2022, the City Council of the City will conduct a duly noticed public hearing on the adoption of the modified Revitalization Plan and the TIF Plan.

Section 2. Approvals; Further Actions.

2.01. The modified Revitalization Plan is hereby approved in substantially the form now on file with the Board, subject to approval thereof by the City Council.

2.02. The creation of the TIF District and the TIF Plan therefor are hereby approved, subject to approval thereof by the City Council. 47 Item 3. 2 CL205-81-781098.v1

2.03. The Board hereby transmits the modified Revitalization Plan and the TIF Plan to the City Council and recommends that the City Council approve the modified Revitalization Plan, the creation of the TIF District, and the TIF Plan.

2.04. Upon approval of the TIF Plan by the City Council, Authority staff are hereby authorized and directed to file a request for certification of the TIF District with the County Auditor and to file a copy of the TIF Plan with the Minnesota Commissioner of Revenue and the Office of the State Auditor as required by the TIF Act.

2.05. Upon approval of the TIF Plan by the City Council, the County Auditor is requested to certify the original net tax capacity of the TIF District, as described in the TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased. Authority staff are hereby authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the County Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the eighteen (18) months immediately preceding the adoption of this resolution.

2.06. Authority staff, consultants, and legal counsel are authorized to take all actions necessary to implement the modified Revitalization Plan and the TIF Plan and to negotiate, draft, prepare and present to the Board for its consideration all further plans, resolutions, documents, and contracts necessary for this purpose. Approval of the modified Revitalization Plan and the TIF Plan does not constitute approval of any project or a development agreement with any developer.

Approved this 7th day of March, 2022, by the Board of Commissioners of the Columbia Heights Economic Development Authority.

Order of Economic Development Authority

Passed this 7th day of March, 2022

Offered by: Jacobs
Seconded by: Novitsky
Roll Call: All ayes of present.

President

Attest:

Assistant Secretary

Motion by Novitsky, seconded by Murzyn Jr., to waive the reading of Resolution No. 2022-07, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Novitsky, seconded by Murzyn Jr., to approve Resolution No. 2022-07, a Resolution of the Columbia Heights Economic Development Authority, a resolution authorizing an interfund loan for the advance of certain costs in connection with the 42nd and Jackson tax increment financing district. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH THE 42ND AND JACKSON TAX INCREMENT FINANCING DISTRICT

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

Section 1. Recitals.

1.01. On the date hereof, the Board approved the establishment, contingent upon the approval by the City of Columbia Heights, Minnesota (the “City”), of the 42nd and Jackson Tax Increment Financing District (the “TIF District”), a housing district within the Downtown Central Business District Redevelopment Project (the “Redevelopment Project”), pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended, Minnesota Statutes, Sections 469.090 through 469.1082, as amended, and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), and adopted a modification to the Downtown Central Business District Revitalization Plan (the “Revitalization Plan”) and a Tax Increment Financing Plan for the purpose of financing certain improvements within the Redevelopment Project (the “TIF Plan”). On March 14, 2022, the City Council of the City will conduct a public hearing on the modification to the Revitalization Plan and the TIF Plan.

1.02. The Authority may incur certain costs related to the TIF District, which costs may be financed on a temporary basis from legally available funds of the Authority or the City.

1.03. Under Section 469.178, subdivision 7 of the TIF Act, the Authority is authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act.

1.04. The Authority expects to incur costs related to the proposed TIF District, including administrative expenses (the "Qualified Costs"), using Authority or City funds legally authorized for such purpose, and to reimburse such funds from tax increments from the TIF District when received.

1.05. The Authority intends to designate such advances as an interfund loan in accordance with the terms of this resolution and the TIF Act.

Section 2. Interfund Loan

2.01. The Authority hereby authorizes the advance of up to \$50,000 in legally available Authority or City funds, including but not limited to the Economic Development Fund, to pay the Qualified Costs, together with interest at the rate of 4% per annum (the "Interfund Loan"). Interest shall accrue on the principal amount of each advance from the date of such advance. The interest rate is no more than the greatest of the rate specified under Minnesota Statutes, Section 270C.40 and Section 549.09, both in effect for calendar year 2022, and will not be adjusted.

2.02. Principal and interest (the "Payments") on the Interfund Loan shall be paid semiannually on each August 1 and February 1 (each a "Payment Date"), commencing on the first Payment Date on 49 Item 3. 2 CL205-81-781100.v1 which the Authority receives Available Tax Increment (defined below), or on any other dates determined by the Executive Director, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on the Interfund Loan will be made solely from Available Tax Increment, defined as tax increment from the TIF District received by the Authority from Anoka County, Minnesota in the six-month period before any Payment Date. Payments shall be applied first to accrued interest, and then to unpaid principal. Payments on the Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on a parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are prepayable in whole or in part at any time by the Authority without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This resolution is evidence of an internal borrowing by the Authority in accordance with Section 469.178, subdivision 7 of the TIF Act, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. The Interfund Loan shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the Authority and the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of Available Tax Increment. The Authority shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The Authority may at any time make a determination to forgive the outstanding principal amount and accrued interest on the Interfund Loan to the extent permissible under law.

2.07. The Authority may from time to time amend the terms of this resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subdivision 7 of the TIF Act. Section 3. Effective Date. This resolution is effective upon the date of its approval.

Approved this 7th day of March, 2022, by the Board of Commissioners of the Columbia Heights Economic Development Authority.

Order of Economic Development Authority

Passed this 7th day of March, 2022

Offered by: Novitsky
Seconded by: Murzyn Jr.
Roll Call: All ayes of present.

President

Attest:

Assistant Secretary

Szurek stated she noticed the windows are going into City Hall.

Chirpich said that the apartment is expected to be moving in at the end of September 2022 and the City moving into the City Hall towards the end of October 2022. He added that the City still needs to go out for bids and reconvene with the Council in April 2022, with the build-out starting in May 2022.

Márquez Simula asked if Szurek and Herringer had a chance to look at the virtual tour of the new City Hall. Szurek stated she had not. Chirpich said that it was on the City website but they will be included on the next onsite tour.

Szurek stated she thought she remembered different exterior materials than what was going up. Chirpich said he thinks they will be impressed with the end result; it's a complex facade.

Jacobs asked if it was going to be tied in with the library. Chirpich said if you drive down Gould Avenue, the brick there is example of how it connects well.

Buesgens said she saw information somewhere about the new restaurant going in there and asked if they knew the name. Chirpich stated that would be news to Staff; as far as they are aware, they have

toured the facility with cafes; the space Buesgens referenced may be next to “Jimmy’s” [Jimmy’s Pro Billiards].

ADJOURNMENT

Motion by Jacobs, seconded by Novitsky, to adjourn the meeting at 6:50 pm. All ayes. MOTION PASSED.

Respectfully submitted,



Alicia Howe, Recording Secretary



YOUTH COMMISSION
City Hall—Council Chambers, 590 40th Ave NE
Wednesday, April 13, 2022
6 PM

MINUTES

The following are the minutes for the Meeting of the Youth Commission held at 6:00 pm on Wed, April 13, 2022, in the City Council Chambers, City Hall, 590 40th Avenue NE, Columbia Heights, Minnesota.

CALL TO ORDER

Communications Coordinator Ben Sandell called the meeting to order at 6:06 pm.

ROLL CALL/STATUS OF MEMBERSHIP

Members Present: Commissioners Garcia Genis, Hernandez-Monroy, Johnson, Kucera, Mamo, Marquez, Solem (via Zoom), Rogne (via Zoom), Tabor.

Council Liaison: Mayor Márquez Simula (via Zoom).

Members Absent: Commissioner Novitsky.

Also Present: Kelli Bourgeois, City Manager; Sara Ion, City Clerk; Will Rottler, Communications and Events Specialist; Ben Sandell, Communications Coordinator.

APPROVAL OF MINUTES

Motion by Commissioner Rogne, seconded by Johnson to approve the 3/13/22 Youth Commission Meeting Minutes. All Ayes, Motion Carried.

OLD BUSINESS

Appointment of Officers.

a. Chair

After a discussion by the Commission a rollcall vote for Commissioner Rogne and Commissioner Hernandez-Monroy as Chair was conducted. Commissioner Johnson, Solem, Marquez, Tabor, Garcia Genis, Mamo, Kucera, Rogne voted for Hernandez Monroy as Chair. Commissioner Hernandez-Monroy voted for Rogne. Commissioner Hernandez-Monroy was appointed as Chair of the Youth Commission.

b. Vice-Chair

After a discussion by the Commission a rollcall vote for Commissioner Rogne and Commissioner Tabor as Vice Chair was conducted. Commissioner Johnson, Solem, Marquez, Tabot, Garcia Genis, Mamo, Kucer voted for Rogne. Commissioner Hernandez-Monroy and Rogne voted for Tabor. Commissioner Rogne was appointed the Vice Chair of the Youth Commission.

c. Secretary/Treasurer

After a discussion by the Commission a rollcall vote for Commissioner Garcia-Genis was conducted with all Commissioners voting for Garcia Genis. Commissioner Garcia Genis was appointed to Secretary / Treasurer of the Youth Commission.

Review of Bylaws.

Communications Coordinator Sandell clarified that there will be a vote on approving the Bylaws at the next meeting. Overall, he wanted to clarify that this is a good meeting time for everyone, and that the amount of absences are OK for everyone. All Commissioners were in approval of maintaining the time and place of the meetings.

Chair Hernandez-Monroy asked that the Bylaws reflect that a member of the Youth Commission be in attendance with the City Council when there are interviews for the appointment of new Youth Commission members. Clerk Ion asked that Chair Hernandez-Monroy make a motion to amend the Bylaws. Hernandez made a motion to update the Bylaws to reflect a Youth Commission Member in attendance when the City Council completes interviews. This motion was seconded by Garcia Genis and approved by all Youth Council Members.

The updated Bylaws will be included in the next meeting packet for review and final approval by the Youth Commission.

Discussion re Appointing Board / Commission and Council Liaisons.

Communications Coordinator Sandell continued the conversation related to appointment of Board and Commission liaisons. Board and Commission appointments will be made when the group reconvenes after summer break.

PRESENTATIONS

Presentation by Communications Coordinator and Community Engagement Specialist.

Communications Coordinator Ben Sandell and Community Engagement Specialist Will Rottler gave an overview of their job duties, impactful projects and offered tips and advice on events and communications. City Manager Kelli Bourgeois gave additional information about the impact and importance of communication with residents about what the City is doing and keeping people engaged.

NEW BUSINESS

Special Projects and Activities.

Discussion and brainstorming regarding ideas for special projects and activities for the Youth Commission was tabled to the next meeting.

ADJOURNMENT

Chair Hernandez-Monroy adjourned the meeting at 7:36 pm.

Respectfully Submitted,



Sara Ion, City Clerk



AGENDA SECTION	CONSENT
MEETING DATE	MAY 23, 2022

ITEM:	Approve Permits for the 2022 Jamboree		
DEPARTMENT:	Public Works	BY/DATE:	Kevin Hansen / May 17, 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 checked="" type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	
<input type="checkbox"/> Economic Strength		<input type="checkbox"/> Excellent Housing/Neighborhoods	
<input type="checkbox"/> Equity and Affordability		<input type="checkbox"/> Strong Infrastructure/Public Services	
<input type="checkbox"/> Opportunities for Play and Learning		<input checked="" type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND: The City of Columbia Heights Jamboree will be held from June 22 through June 26 this year. The carnival usually arrives a day or two before the jamboree to set up, which will require the closing of Jefferson Street on Tuesday afternoon, June 21. Staff is requesting permission to close Huset Parkway from the alleyway on the north end of Huset Park to the south roundabout. Other arrangements are made with various City departments, including the license application, payment of necessary license fees and permits, and that the required damage deposits are submitted.

The annual Jamboree Parade will be held on Friday, June 24, 2022, beginning at 6:00 p.m. The parade route has been moved from Central this year over to Quincy and will begin at 45th Ave and Quincy St, proceed south on Quincy to 40th Ave, continue west on 40th and end at 5th Street. Staff is recommending that the City Council authorize the Police Department to issue a parade permit for the Jamboree Parade. Staff is also requesting to waive the Fire Department permit fees for firework displays in the amount of \$50.00.

RECOMMENDED MOTION(S):
MOTION: Move to authorize staff to close Huset Parkway from 39 th to 40 th Avenues beginning Tuesday afternoon, June 21, through Sunday, June 26, 2022.
MOTION: Move to authorize the Police Department to issue a parade permit for the Jamboree Parade to be held on Friday, June 24, 2022 beginning at 6:00 p.m. for the following streets: 45 th Ave to Quincy St south to 40 th Ave west to 5 th Street.
MOTION: Move to authorize fireworks at dusk on Saturday, June 25, 2022 and to waive the Fire Department fireworks display permit fee.



AGENDA SECTION	CONSENT
MEETING DATE	MAY 23, 2022

ITEM:	Approve Change Order No. 1 to FER-PAL Construction for Water Main Lining and Rehabilitation, City Project 2203		
DEPARTMENT:	Public Works	BY/DATE:	Kevin Hansen / May 18,2022
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: Fer-Pal Construction USA, LLC was awarded the 37th Avenue Water Main Rehabilitation project on March 14, 2022. This work included structural water main lining and water system rehabilitation work on 37th Avenue, Pierce Street and Lincoln Street. After the contract was awarded a water main was identified that needed repair along Central Avenue. The additional 313 feet of 6" water main lining, associated valve installations, excavations, pipe removal and replacement and traffic control increased the original contract amount by \$102,282.38 to a total of \$1,101,133.38.

The \$102,282.38 is \$3,660.00 more than the original quote from Fer-Pal Construction. The added cost is associated with a 6" valve identified as needing replacement after the quote was submitted. This additional valve is necessary to ensure a complete shutdown can occur for the lining work, and that no customer's water services are shut off for the duration of the project. Four of the gate valves identified in the original quote are existing and are being replaced because of age, and proximity to the construction work, and the fifth is needed to ensure a complete shut down without shutting off any services for residents for the duration of the project.

The 6" water main running between Gould Avenue and 40th Avenue on the west side of the Ratio apartment building has had multiple breaks and is shut off. The last break(s) occurred when the water services for the NE Bank Building were disconnected in 2020. Two breaks were repaired, but a third break directly next to the traffic control light for MnDOT caused the city to shut the main down and leave it isolated. The lining costs bid by Fer-Pal give the city an opportunity to repair the water main and restore it to service at a lower cost than could be seen otherwise. It also ensures the entire pipe is rehabilitated, which city staff view as necessary due to the multiple breaks that occurred while trying to repair it previously. This pipe provides the necessary loop in our High Zone to ensure good water quality for residents and businesses near Central Avenue.

STAFF RECOMMENDATION: Staff recommends Approval of the Compensating Change Order 1 to the contract price and scope of work change submitted in Compensating Change Order 1 for Project 2203.

RECOMMENDED MOTION(S):

MOTION: Move to approve Compensating Change Order 1 to FER-PAL Construction USA LLC in the amount of \$102,282.38, for a revised contract amount of \$1,101,133.38, for Water Main Lining and Rehabilitation, City Project 2203.

ATTACHMENT: Compensating Change Order 1

FIRST COMPENSATING CHANGE ORDER

Item 8.

Project: 2022 Water Main Rehabilitation

Columbia Heights' Project: 2203

Owner: City of Columbia Heights 637 - 38 th Avenue N.E. Columbia Heights, MN 55421	Date of Issuance: May 23, 2022
Contracting Fer-Pal Construction USA LLC 1350 Gasket Drive Elgin, IL 60120	Engineer: City Engineer

You are directed to make the following changes in the Contract Documents:

Description: Change in original contract price to compensate for additional work added to the contract by the City.

The city requested an increase in the number of valves and footage of water main liner to be installed by the contractor. The bid did not include the work outlined, and an additional 6 valves were required to ensure a complete shutdown for the lining of the additional 313 feet of broken water main along Central Avenue NE in front of City Hall.

Purpose of Change Order: The contract has been modified to include the following: Six 6" gate valve installations, and 313 feet of 6" water main liner, including pit excavations, pipe removal and replacement and fittings associated with the lining and pipe work. Additional costs included traffic control along 40th Avenue NE, Central Avenue NE, and Gould Avenue for the excavations.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price for Columbia Heights: \$ 998,851.00	Original Contract Time:
Additions to the contract approved by Council \$ None	Net Change from Previous Change Order:
Contract Price Prior to this Change Order: \$ 998,851.00	Contract Time Prior to this Change Order:
Net Increase of this Change Order: \$ 102,282.38	Net Increase (Decrease) of Change Order:
Contract Price with all Approved Change Orders: \$ 1,101,133.38	Contract Time with Approved Change Orders: N/A
Approved By: _____ City Engineer	Approved By: _____ (Contractor)

Date of Council Approval: _____ May 23, 2022 _____



AGENDA SECTION	CONSENT
MEETING DATE	MAY 23, 2022

ITEM:	Approval of Fencing Consortium Joint Powers Agreement.									
DEPARTMENT:	Police Department	BY/DATE: Lenny Austin, May 23, 2022								
<p>CITY STRATEGY: <i>(please indicate areas that apply by adding a bold "X" in front of the selected text below)</i></p> <table> <tr> <td><input checked="" type="checkbox"/> Safe Community</td> <td><input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel</td> </tr> <tr> <td><input type="checkbox"/> Economic Strength</td> <td><input type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>			<input checked="" type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
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<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population									

BACKGROUND

Over the last several years, the police and fire departments have made security upgrades to the public safety building such as upgrading and replacing security cameras and lighting. We have also recently discussed with the council exterior upgrades which include the replacement of the existing fencing and security gates. The bids on the exterior fencing should be ready to present to Council in late May.

Additionally, the police and fire departments have also explored the opportunity to enter into a portable fencing consortium with approximately 40 other cities in the metro area. This portable fencing would not replace the proposed upgrade to the permanent exterior fencing, but instead would be deployed as a second layer of fencing in the event of a critical incident where, given the circumstances, it appeared that this additional layer of fencing would be needed.

This fencing consortium was started after the realization of the need for communities to have readily accessible anti-scalable fencing in the event of a critical incident. Fencing such as this are only produced by a few vendors, all of which are out of state. Further, this type of fencing is very expensive, and the delays involved in attempting to procure fencing on a short notice will be problematic and could lead to unnecessary risks to personnel and public property.

This consortium is designed to pool the resources of cities, to include training personnel in the deployment and installation of this fencing which will reduce the deployment time in the event of a critical incident.

This type of fencing, if needed in a critical incident, along with the proposed upgraded security fencing has been shown to be an effective in supporting de-escalation measures with protestors as well as protecting facilities from damage.

The annual cost for the City of Columbia Heights to belong to this consortium will be approximately \$5,000-\$6,000 per year, depending on the final number of cities who will be in this consortium. Currently there is a bill in the legislature requesting \$5 million for this project. If this is approved, the costs of belonging to this consortium should be lower.

It should be noted that this annual cost does not include costs associated with deployment of the fencing. Once the fencing is in place, the approximate cost to the city, as of today would be approximately \$28,000/month.

Part of this Joint Powers Agreement (JPA) will include a small number Columbia Heights Public Works employees to be trained annually in the set-up of this temporary fencing.

It is the recommendation of myself and Chief Thompson to enter into this JPA as part of the city's pre-planning for response to critical incidents.

RECOMMENDED MOTION(S):

MOTION: Move to approve the Fencing Consortium Joint Powers Agreement.

ATTACHMENT(S):
Fencing Consortium Joint Powers Agreement.

FENCING CONSORTIUM JOINT POWERS AGREEMENT

THIS FENCING CONSORTIUM JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the Governmental Units identified in the attached Exhibit A (each a “**Member**” or collectively the “**Members**”).

RECITALS

- A. The civil unrest and resulting negative impacts on mental health, damage to buildings, and a reduction in overall safety experienced in the Seven County Metropolitan Area in recent years has given rise to a need for communities to have ready access to anti-scalable fencing. The anti-scale fencing can be set up to protect public buildings, critical infrastructure, and other key locations to de-escalate tensions between law enforcement and protestors as well as reduce the need to rely on crowd control measures to protect such locations from violent and destructive actors.
- B. Appropriate fencing to serve this purpose is produced by few vendors, currently all of which are located outside of the state.
- C. This type of fencing is expensive and the delays associated with attempting to identify and secure the delivery of fencing during the response to a critical incident may result in unnecessary risks to personnel and public property.
- D. By pooling resources and working cooperatively, communities can access high quality fencing, trained personnel, and related resources to assemble it in as efficient manner as possible to support de-escalation measures with protestors and protect facilities from violent and destructive actors.

AGREEMENT

In consideration of the mutual agreements and understandings, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE I DEFINITIONS AND PURPOSE

- 1.1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) Additional Member. “Additional Member” means a Governmental Unit that submits a Membership Resolution after the Effective Date and that the Board votes to accept as a Member of the Fencing Consortium.
 - (b) Agreement. “Agreement” means this Fencing Consortium Joint Powers Agreement.

- (c) Board. “Board” means the Fencing Consortium Joint Board established by this Agreement.
- (d) Call Out. “Call Out” means a request by a Requesting Member to the Board requesting the deployment of the Fencing.
- (e) Critical Incident. “Critical Incident” means an event or occurrence that occurs within a Governmental Unit that is reasonably anticipated to result in, or that does result in, civil unrest focused against one or more public buildings, infrastructure, or other critical site with the Governmental Unit.
- (f) Deployment Site. “Deployment Site” means the specific location at which the Fence is to be assembled.
- (g) Deployment Team. “Deployment Team” means the public works personnel or others assigned by each Member who are responsible for responding to requests by Members to assemble and disassemble the Fencing at a Member’s Deployment Site in accordance with its Fencing Preplan.
- (h) Deployment Team Manager. “Deployment Team Manager” is the member of the Deployment Team designated as supervisor and who has operational control over the deployment and demobilization of the Fencing.
- (i) Effective Date. “Effective Date” means the date this Agreement goes into effect and the date by which Original Members must adopt the Membership Resolution. The Effective Date is July 1, 2022.
- (j) Extended Membership Area. “Extended Membership Area” means the area established by the Board outside of the Seven County Metropolitan Area in which Governmental Units are eligible to request membership in the Fencing Consortium.
- (k) Fencing. “Fencing” means the non-scalable, portable, free-standing fence secured by the Board and made available to Members under this Agreement.
- (l) Fencing Preplan. “Fencing Preplan” means a plan developed by a Governmental Unit showing the general location and length of the Fencing needed and the type and location of gates within the Fencing.
- (m) Governmental Unit. “Governmental Unit” means a local government or other political subdivision of the State that is authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement. The term also includes state agencies and joint powers entities that own a public building.
- (n) Lease. “Lease” means the lease agreement between the Board and the Vendor to secure the Fencing for the Fencing Consortium and that sets out the terms for the

storage, delivery, and maintenance of the Fencing. The Lease may also establish the use charge the Requesting Member is required to pay the Vendor for the actual use of the Fencing.

- (o) Member. “Member” means an Original Member or an Additional Member. The term is used generally in this Agreement to refer to an individual current member Governmental Unit or, in its plural form, to all current member Governmental Units. A Governmental Unit must remain in good standing under this Agreement to remain a Member of the Fencing Consortium.
- (p) Member Assessment. “Member Assessment” means the amount determined annually by the Board to pay the costs of the Fencing Consortium and which is invoiced to each Member.
- (q) Membership Resolution. “Membership Resolution” means the resolution form a Governmental Unit adopts to join the Fencing Consortium. Any resolution that is not substantively the same in all respects as the form resolution developed for membership shall not constitute a Membership Resolution.
- (r) Notification System. “Notification System” means the communications or alert system, or systems, selected by the Board to issue a Call Out for the deployment of the Deployment Team and Fencing to a Requesting Member’s Governmental Unit.
- (s) Original Member. “Original Member” means a Governmental Unit that completed all requirements to enter into this Agreement prior to the Effective Date.
- (t) Public Works Mutual Aid Pact. “Public Works Mutual Aid Pact” means the Public Works Joint Powers Mutual Aid Agreement, which was originally effective as of July 1, 2018 and is incorporated herein by reference.
- (u) Requesting Member. “Requesting Member” means a Member who makes a request to the Board for the deployment of the Fencing in its Governmental Unit.
- (v) Seven County Metropolitan Area. “Seven County Metropolitan Area” means the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.
- (w) Staging Area. “Staging Area” means the location identified for the Deployment Team to gather at in response to a Call Out before convoying to the Deployment Site.
- (x) Surcharge. “Surcharge” means the amount an Additional Member is required to pay to join the Fencing Consortium as determined by the Board. The Surcharge is in addition to the amount the Additional Member is required to pay based on the length of its Fencing needs as shown in its Fencing Preplan. The Surcharge

includes the amount the Member is to pay for the Member Assessment for the year in which the Governmental Unit becomes a Member and any buy-in costs as determined by the Board.

- (y) Vendor. “Vendor” means the fencing company selected to provide the Fencing to the Fencing Consortium.

1.2. **Purpose.** It is the general purpose of this Agreement to:

- (a) To establish the Fencing Consortium, the responsibilities of the Members toward the Fencing Consortium, and to establish the “Fencing Consortium Joint Board” to govern the Fencing Consortium and its operations;
- (b) To authorize the Board to obtain and provide for the storage and deployment of Fencing in response to a Critical Incident and for other purposes as provided in this Agreement and as determined by the Board;
- (c) To authorize the Board to negotiate and enter into an agreement with a Vendor to obtain the Fencing and provide for its storage, delivery to, and return from a Requesting Member’s Governmental Unit;
- (d) To authorize the Board to establish policies and procedures for the deployment of the Fencing, the training and deployment of the Deployment Team, and on other matters as needed to achieve the purposes of this Agreement;
- (e) To authorize the Board to determine the Governmental Units eligible for membership in the Fencing Consortium, including expanding the eligible territory as it determines is appropriate; and
- (f) To authorize the Board, upon deliberation and continued communication with the Members, to revise the initial structure of the Fencing Consortium over time as it may determine is in the best interests of the Members to do things such as moving from a leasing arrangement to purchasing the Fencing and to provide for its storage, maintenance, and transportation.

ARTICLE II FENCING CONSORTIUM ESTABLISHED

- 2.1. **Established.** There is hereby established, by the execution of this Agreement, the “Fencing Consortium” as a joint powers entity formed pursuant to Minnesota Statutes, section 471.59, which is to be managed and operated by the Board pursuant to the terms of this Agreement.
- 2.2. **Scope.** This Agreement applies to those Governmental Units that are Members of the Fencing Consortium and provides for the operation of the Fencing Consortium by a Board of Directors elected as provided herein.

ARTICLE III MEMBERSHIP

3.1. **Original Members.** A Governmental Unit that adopts and submits the Membership Resolution to join the Fencing Consortium before the Effective Date shall be considered an Original Member under this Agreement. A Governmental Unit is eligible to be an Original Member of the Fencing Consortium if it satisfies all of the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is within the Seven County Metropolitan Area;
- (c) Has submitted a Fencing Preplan prior to the Effective Date; and
- (d) Has properly adopted and submitted a Membership Resolution prior to the Effective Date.

The Governmental Unit shall submit its Membership Resolution to the Chief of Police in the City of Crystal. The Membership Resolutions shall be transferred to the Board once it is formed. Membership Resolutions adopted after the Effective Date shall be sent to the Board.

3.2. **Additional Members.** After the Effective Date, a Governmental Unit may request to become an Additional Member of the Fencing Consortium if it satisfies the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is located within the Seven County Metropolitan Area or within the Extended Membership Area as determined by the Board;
- (c) Submits a Fencing Preplan;
- (d) Submits the fully adopted Membership Resolution; and
- (e) The Board votes to accept the Governmental Unit as an Additional Member.

Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

3.3. **Exception.** The membership requirement to be a member of the Public Works Mutual Aid Pact is to establish a mechanism through which local public works staff can be utilized to assist in the mobilization and demobilization of the Fencing within the Governmental Unit. However, there are entities that do not have their own public works staff, desire to become a Member of the Fencing Consortium, and for which local support

can be provided through another Governmental Unit. Therefore, a Governmental Unit that does not have a public works department or public works employees is not required to be a member of the Public Works Mutual Aid Pact to be eligible to become a Member of the Fencing Consortium, provided the following are complied with to the extent applicable:

- (a) If the Governmental Unit is a joint undertaking among other Governmental Units, the community in which any of the Governmental Unit’s buildings are located and to which its Fencing Preplan applies must be a member of the Public Works Mutual Aid Pact; or
- (b) If the Government Unit relies on the county sheriff’s department as the primary source of law enforcement services, that county must be a member of the Public Works Mutual Aid Pact.

3.4. **Requirement of Good Standing.** Continued membership in the Fencing Consortium shall be contingent upon: paying the annual Member Assessment and any additional charges as determined by the Board as provided herein; making public works staff available to participate as members of the Deployment Team; and on-going compliance with the other requirements, terms, and conditions of this Agreement and the policies and procedures adopted by the Board.

3.5. **Withdrawing from Membership.** A Member may withdraw from the Fencing Consortium as provided in Article XI of this Agreement.

ARTICLE IV FENCING CONSORTIUM JOINT BOARD

4.1. **Established.** There is hereby established the “Fencing Consortium Joint Board.” The Board shall consist of five Directors elected by the Members in accordance with this Article. Directors shall serve without compensation from the Fencing Consortium. The Director positions shall be assigned as follows:

- (a) Two Directors representing law enforcement;
- (b) One Director representing fire;
- (c) One Director representing public works; and
- (d) One Director representing emergency managers.

4.2. **Initial Directors.** The Board shall initially be comprised of the following Directors (“**Initial Board**”):

- (a) Ryan Murphy, Commander, Special Operations Unit, Saint Paul Police Department and Ryan Seibert, Chief of Police, City of Chaska, representing law enforcement;
- (b) Ward Parker, Assistant Chief Operations, City of Eden Prairie, representing fire;
- (c) Daniel Ruiz, Director of Operations & Maintenance, City of Brooklyn Park, representing public works; and
- (d) Doug Berglund, Director, Emergency Management, Washington County Sheriff's Office, representing emergency managers.

The Initial Board shall be responsible for Organizing the Board and the Fence Consortium. The Initial Board shall conduct an election in 2022 for Members to elect three Directors to the Board. An election will then be held in 2023 for Members to elect the remaining two Directors to the Board. Those elected in 2022 shall assume their positions effective on January 1, 2023 and those elected in 2023 shall assume their positions on January 1, 2024. The Initial Board shall determine which positions are up for election in 2022 and 2023, except the two law enforcement Director positions shall be elected in separate years.

- 4.3. **Director Eligibility.** To be eligible to be elected to the Board a person must be currently employed by a Member and actively serving in the profession the person is proposed to represent on the Board. If a Director loses eligibility to continue serving on the Board, the position shall be deemed vacant and the vacancy filled as provided herein.
- 4.4. **Term.** Each Director serves a two-year term commencing on January 1. The terms shall be staggered to minimize the number of Directors up for election in the same year. The Initial Board shall determine the terms and the staggering of the positions as part of adopting the bylaws. A vacancy in the office of Director shall be filled by appointment of the Board until the next election, at which time the position shall be up for election for the remainder of the term.
- 4.5. **Election of Directors.** The annual election of Directors shall occur in accordance with this Agreement and the bylaws established by the Board. This process is not subject to federal, state, or local election laws or procedures. Instead, the intent is to provide a reasonable means for Members to nominate candidates and to select those whom they wish to serve on the Board. Each Member in good standing when the nomination process begins has an opportunity to nominate people from its Governmental Unit for any or all the open positions on the Board. All persons nominated to a position must be eligible to represent that position on the Board. The Board shall collect the nominations and prepare a ballot to be distributed among the Members for a vote. Each Member in good standing shall have one vote on each open position. A Member must determine for itself who is authorized to submit nominations and cast the vote on its behalf. The name of the Member submitting the ballot must be on the ballot. The Board shall tabulate the votes and provide the Members a list of the persons elected to the Board. The conducting of

the nomination and election process shall occur early enough in a year to allow the newly elected Directors to take their positions on the Board as of January 1.

- 4.6. **Director Duties.** Directors are responsible for carrying out the duties of the Board under this Agreement in a diligent and timely manner. If a Director fails to attend three consecutive Board meetings without reasonable cause, the Board may declare the office vacant and fill the position by appointment. The position will then be up for election at the next election for the remainder of the term.
- 4.7. **Board Officers.** Each year at its annual meeting the Board shall elect from among its Directors a Chair and a Vice-Chair. The Board shall also appoint a Secretary/Treasurer, which is not required to be selected from among the Directors. If the Secretary/Treasurer is not a Director, the person shall not have a vote. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer in the absence of the Chair. The Secretary/Treasurer shall take the minutes of Board meetings and shall serve as the finance manager for the Fencing Consortium. The Board shall adopt by-laws to establish its own procedures, provided such procedures are consistent with the purposes of this Agreement.
- 4.8. **Board Meetings.** The Board shall hold regular meetings on the schedule as established in its bylaws. The Board may also hold special meetings as needed upon the call of the Chair or upon the written request of two Directors given to the Secretary/Treasurer. Meetings of the Board are subject to the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The Secretary/Treasurer shall inform all Directors of special meetings, maintain a schedule of the Board's regular meetings, and shall post notice of any special meetings on the bulletin board designated by the Board for such notices or, if a bulletin board is not designated, upon the outside door of the building in which the Board meets. The Board may hold emergency meetings and such other meetings as allowed by law. The Board shall hold an annual meeting in January or in such other month as designated by the Board. The annual meeting may be held together with a regular meeting.
- 4.9. **Voting.** A majority of the Directors (three) shall constitute a quorum of the Board to meet and conduct the business of the Board. Each Director shall have an equal, non-weighted, vote. Unless specifically indicated otherwise herein, a majority vote of the Directors present at a meeting, if at least a quorum is present, shall be required for the Board to take action on any issue that comes before it. A Director must be present at a meeting to vote and shall not vote by proxy. A Director may be considered present and vote from a remote location to the extent allowed under Minnesota Statutes, chapter 13D.
- 4.10. **Powers of the Board.**
- (a) To take all actions necessary and convenient to discharge its duty to lease Fencing and to make it available to Members pursuant to the terms of this Agreement.

- (b) Establish policies and procedures for requesting, deploying, using, demobilizing, and returning the Fencing, and on such other operational matters as the Board may determine is appropriate. This power includes, but is not limited to, further refining the definition of Critical Incident as may be needed and otherwise identifying situations in which deployment of the Fencing is automatic and when it is discretionary with the Board.
- (c) Authorize one or more of its Directors to receive request from a Requesting Member and to issue a Call Out of the Fencing to a Critical Incident in accordance with established policies and procedures.
- (d) Obtain the Fencing initially by lease, or purchase with State appropriation, and then determine over time whether to purchase part or all of the Fencing provided under this Agreement. If the Fencing is purchased, to provide for its storage and deployment.
- (e) Select the notification system for the Call Out.
- (f) To adopt bylaws and rules or policies consistent with this Agreement as required to effectively exercise the powers, or accomplish the purposes, of the Fencing Consortium;
- (g) To interpret and apply the provisions of this Agreement in a manner that furthers its purpose and intent including, but not limited to, determining the eligibility of a Governmental Unit to become a Member;
- (h) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to Members;
- (i) To establish a system to communicate budget and other information of interest to Members;
- (j) To enter into contracts in its own name;
- (k) Contract with an auditing firm to perform financial audits of the Fencing Consortium as the Board determines is appropriate;
- (l) To purchase any insurance and indemnity or surety bonds as necessary to carry out the purposes of this Agreement;
- (m) To seek, apply for, and accept appropriations (including legislative appropriations), grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- (n) To sue;

- (o) To annually charge and collect from Members a Member Assessment as needed to pay the on-going costs of the Fencing Consortium;
- (p) To determine and require the payment of a Surcharge by Additional Members joining the Fencing Consortium; and
- (q) To exercise all other powers necessary and incidental to carry out the purposes of this Agreement provided such powers are consistent with the purposes of the Agreement and are exercised in accordance with the applicable statutory powers of the Members.

4.11. **Powers Not Delegated.** The Members expressly reserve for themselves the following powers, which shall not be deemed delegated to, and may not be exercised by, the Board:

- (a) Hire employees;
- (b) Purchase real property;
- (c) Issue bonds; or
- (d) Undertake or otherwise perform any functions exceeding the general scope and purpose of this Agreement.

4.12. **Specific Duties of the Board.** The Board shall exercise the powers provided it under this Agreement to perform, in addition to the other duties provided for in this Agreement, the following specific duties:

- (a) Lease Fence. The Board shall enter into a Lease with the Vendor to obtain the Fencing and trailer(s) for transporting the Fencing. The Board shall ensure it secures and maintains a sufficient length of Fencing to cover the Member with the longest Fencing lengths as shown on the Fencing Preplans, rounded up to the nearest 500 feet. Initially, the Board shall base the amount of Fencing on the Fencing Preplans submitted by the Original Members. As Additional Members join the Fencing Consortium, the Board shall consider the Fencing needs and may secure additional Fencing as it determines is needed.
- (b) Fence Storage and Transport. The Lease shall require the Vendor to store the Fencing at a location agreeable to the Board, deliver the Fencing to the identified Staging Area upon the Board's request within the response timeframe identified in the Lease, and to address other transportation needs as specified in the Lease.
- (c) Select Notification System. The Board shall select a Notification Systems that will be used by Directors to Call Out the Deployment Team to a Requesting Member's Governmental Unit.

- (d) **Reports.** The Board shall prepare and distribute such reports to the Members as the Board determines are necessary to keep them informed of the Fencing Consortium's activities. The Board shall determine the best method for distributing such reports.
- 4.13. **Office.** The initial office of the Fencing Consortium shall be selected by the Board. The Board may change the location of the office as it determines is appropriate. The Board will hold its meetings at the designated office, but may also meet at such other locations as it determines appropriate to carry out its duties.
- 4.14. **Disbursements.** Except as otherwise provided, all unbudgeted disbursements and expenditures of the Fencing Consortium shall be approved by the Board. All checks issued by the Fencing Consortium from its funds shall be co-signed by two Directors designated by the Board.
- 4.15. **Fiscal Agent.** The Board may appoint, and enter into agreements with, a fiscal agent for the Fencing Consortium and may change the fiscal agent from time to time as it deems necessary. The fiscal agent may be a Member Governmental Unit. The Board may delegate authority to the fiscal agent to act on its behalf as the Board deems appropriate and in accordance with applicable laws.

ARTICLE V DEPLOYMENT OF THE FENCING

- 5.1. **Automatic Deployment.** The Fencing shall be made available for automatic deployment upon the occurrence of a Critical Incident in a Member's Governmental Unit. The Requesting Member shall notify a Director of a Critical Incident and a Director shall utilize the designated Notification System to Call Out the Deployment Team for deployment of the Fencing. The Deployment Team shall then respond to the Requesting Member to unload and assemble the Fencing at the Deployment Site. The process to request deployment and demobilization of the Fencing shall occur in accordance with this Agreement and the policies and procedures adopted by the Board. The Deployment Team Manager shall be responsible for coordinating the deployment and demobilization of the Fencing.
- 5.2. **Requesting Member Obligations.** A Requesting Member requesting deployment of the Fencing for a Critical Incident occurring in the Member's jurisdiction shall be responsible for the following:
- (a) Providing security for the Deployment Team while it is conducting its work at the Deployment Site;
 - (b) Provide any equipment that may be needed to deploy or demobilize the Fencing that is not provided by the Vendor;

- (c) Pay the Vendor charges for the actual use of the Fencing. Such payments are to be made directly to the Vendor unless directed otherwise by the Board;
- (d) Providing food, water, first aid, and similar support to the Deployment Team as may reasonably be needed;
- (e) Contacting the Board or the Board's designee if there are any issues with the Fencing once it is in place; and
- (f) Complying with Board policies and procedures applicable to a Requesting Member, including avoiding any activities that may unreasonably damage the Fencing or expose the Deployment Team to an unreasonable risk.

- 5.3. **Discretionary Deployment.** A Member may make a request to the Board for the deployment of the Fencing in the Member's Governmental Unit for an event or occurrence other than a Critical Incident. The deployment of the Fencing for something other than a Critical Incident is left to the sole discretion of the Board. The Board shall consider all such requests at a meeting and determine whether to approve the Member's request. The Board shall adopt criteria or standards for determining when to allow the discretionary deployment of the Fencing and the requesting Member's obligations if the request is approved. The Board may delegate the authority to one or more Directors to determine whether to allow the discretionary deployment of the Fencing based on the criteria established by the Board.
- 5.4. **Non-Member Deployment.** The Board shall adopt standards and requirements for determining whether to allow the deployment of the Fencing in response to a Critical Incident that occurred in a non-member Governmental Unit. Nothing in this Agreement obligates the Fencing Consortium to deploy the Fencing to a non-member Governmental Unit.
- 5.5. **No Guarantee.** The Members understand and agree the deployment of the Fencing by the Deployment Team is a cooperative undertaking and that the Fencing Consortium cannot guarantee a certain response time or make any representations or warranties regarding response times, the Fencing, its assembly, or effectiveness. The Deployment Team will endeavor to respond as quickly as possible to a Critical Incident and to place the Fencing as shown in the Requesting Member's Fencing Preplan as provided in this Agreement and in accordance with Board policies and procedures.
- 5.6. **Demobilization.** The Member who receives the Fencing in response to a Critical Incident shall work with the Fencing Consortium to determine when to initiate the demobilization of the Fencing from the Deployment Site. For a discretionary deployment of the fence, the demobilization date shall be determined prior to the deployment. The Deployment Team shall be responsible for disassembling the Fencing as part of the demobilization. The Board shall establish such procedures and policies as may be needed to address the demobilization of the Fencing. The Board has the authority to recall the Fencing from a Member if it determines there is a more critical need for the Fencing in

another Governmental Unit that cannot be fulfilled by the remaining Fencing held by the Fencing Consortium.

ARTICLE VI MEMBERSHIP COSTS AND ASSESSMENTS

- 6.1. **Original Member Costs.** Each Original Member shall be responsible for paying a share of the Fencing costs based on the length of fence indicated in its Fencing Preplan as a percentage of the total amount of initial Fencing to be leased by the Board. The Board shall determine the amount each Original Member is required to pay and provide each an invoice together with a sheet showing the division of costs. Invoice shall be paid within 45 days of receipt.
- 6.2. **Additional Member Costs.** Each Additional Member shall be required to pay their share of the Fencing costs calculated as if they were an Original Member. Each Additional Member shall also be required to pay a Surcharge in the amount determined by the Board. The Surcharge is to pay the Additional Member's portion of the Member Assessment, any buy-in costs to cover a share of the Fencing and related costs, and to partially reimburse the costs paid by the existing Members. The Board shall apply the buy-in amounts collected to reduce the future charges to the existing Members.
- 6.3. **Member Assessments.** In addition to the initial Fencing costs each Member is required to pay, Members shall also be assessed for the on-going costs to operate and maintain the Fencing Consortium. These operational costs will be divided based on the Fencing costs formula and paid by each Member as a Member Assessment. The formula shall take into account the total length of Fencing held by the Fencing Consortium and then divided by the length of each Member's Fencing needs as indicated in the Fencing Preplan. The Board shall, as part of the annual budget, determine the total amount of the Member Assessments and the specific amount to be assessed each Member to pay the anticipated Fencing Consortium costs in the upcoming year.
- 6.4. **Payment of Member Assessments.** The Fencing Consortium shall invoice Members for their Member Assessment amount for the upcoming year. Invoices are to be sent no later than January 15th in the year for which the assessment is being imposed. Members shall pay their invoices in full within 45 days from the date of the invoice.
- 6.5. **Default.** Any Member who breaches or otherwise fails to comply with the terms and conditions of this Agreement including, but not limited to, failure to pay its Member Assessment in full by the due date, shall be considered in default of this Agreement. Any dispute regarding whether a Member is in default shall be determined by a vote of the Board. A Member shall not be considered in default until it has been notified in writing by the Board of the condition placing it in default. The notice of default shall indicate the Member is not in good standing and may be expelled if the default is not cured within 90 days. If a Member fails to fully cure a default within 90 days of the notice of default, the Board may issue a written notice of expulsion from the Fencing Consortium. Upon such notice, the Governmental Unit is no longer a Member of the Fencing Consortium as if the

Governmental Unit voluntarily elected to terminate its membership in the Fencing Consortium as provided herein.

ARTICLE VII MEMBER STAFFING REQUIREMENTS

- 7.1. **Public Works Staff.** Each Member is expected to assign member(s) of its public works staff to serve on the Deployment Team to train with the Fencing and to participate in the unloading, assembly, and demobilization of the Fencing at a Deployment Site. The providing of public works staff is through the Public Works Mutual Aid Pact and is at each Member's own cost.
- 7.2. **Training.** The Deployment Team shall train with the Fencing at least three times a year to familiarize the Deployment Team with the Fencing and to help ensure its rapid assembly at a Deployment Site in response to a Call Out. The Board shall work with the Deployment Team to determine a reasonable training schedule that does not negatively impact their regular duties.
- 7.3. **Employees.** The members of the Deployment Team are not employees of the Fencing Consortium. The assigned members shall remain employees of their Governmental Unit for all purposes including, but not limited to, workers' compensation coverage.
- 7.4. **Equipment.** Any damage to or loss of Member equipment utilized by the Deployment Team shall be addressed as provided in the Public Works Mutual Aid Pact.
- 7.5. **Liability.** Liability for the acts of the Deployment Team when responding to a Call Out shall be addressed in accordance with the terms of the Public Works Mutual Aid Pact. For the purposes of the Public Works Mutual Aid Pact, the Requesting Member shall be the "Requesting Party" and each of the Members assigning personnel to the Deployment Team shall be a "Sending Party."

ARTICLE VIII BUDGETING AND FINANCIAL REPORTING

- 8.1. **Fiscal Year.** The fiscal year of the Fencing Consortium is the calendar year.
- 8.2. **Annual Budget.** The Board shall prepare and adopt an annual budget as provided in this section.
- (a) **Proposed Budget.** The Board shall prepare and approve a proposed budget for the upcoming fiscal year. The proposed budget shall account for all anticipated costs in

the upcoming year and indicate the amounts proposed to be assessed to the Members.

- (b) Notice to Members. The Board shall adopt a proposed budget and distribute it to the Members by no later than June 1st each year. Members may submit written comments to the Board regarding the proposed budget by no later than July 1st.
- (c) Final Budget. The Board shall consider the comments received from Members and shall act to adopt a final budget by no later than August 31st. The Board shall distribute a copy of the adopted annual budget to the Members. To reduce administrative costs given the potential number of Members, the Board may send notices and otherwise communicate with Members using email messages in lieu of mailing.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance.** The Fencing Consortium shall purchase and maintain such insurance policies as the Board determines is necessary and appropriate to cover the Fencing Consortium, the Board, its operations, and, if required, the Fencing. By purchasing insurance the Members, the Fencing Consortium, and the Board do not waive, and shall not be construed as having waived, any exemptions, immunities, or limitations on liability provided by any applicable Minnesota Law, including Minnesota Statutes, Chapter 466 and section 471.59, subdivision 1a. Any uninsured liabilities incurred by the Fencing Consortium shall be paid by the Members in the same percentage as their Member Assessments as set out in this Agreement.
- 9.2 **Director Indemnification.** The Fencing Consortium shall defend and indemnify its Directors from any claim or damages levied against a Director arising out of the Director's lawful acts or omissions made or occurring in the good faith performance of their duties on the Board. The Fencing Consortium is not required to indemnify a Director for any act or omission for which the Director is guilty of malfeasance, willful neglect of duty, or bad faith.
- 9.3 **Member Indemnification.** The Fencing Consortium shall hold the Members harmless, individually and collectively, and will defend and indemnify the Members for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Fencing Consortium. The Fencing Consortium's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the Fencing Consortium or any or all Members of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a.
- 9.4 **Liability.** To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they, together with the Board, shall be

deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each Member to this Agreement expressly declines responsibility for the acts or omissions of the other Members.

SECTION X DISPUTE RESOLUTION

- 10.1 **Dispute Resolution Process.** The Members agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the Fencing Consortium. If a dispute is not resolved informally, the Members agree to use the following process to attempt to resolve any dispute they may have related to the Fencing Consortium.
- (a) Written Notice of Dispute. Any Member with a dispute regarding the Fencing Consortium or the Board may submit a written explanation of its dispute to the Fencing Consortium and to each Member. The Board shall make the email list of Members available for the purpose of providing this notice. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Member, relate directly to a matter within the scope of the Fencing Consortium or of the Board’s powers, and must suggest a solution.
 - (b) Review and Response by Board. Upon the Fencing Consortium’s receipt of a written dispute it shall be placed on the agenda of the Board’s next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within three months and shall provide each Member a copy of its response.
 - (c) Mediation. If the Member with the dispute is not satisfied with the Board’s response, it may file a written request with the Board for mediation. If the Member and the Board are not able to mutually agree on a mediator, the Member and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
 - (d) Binding Arbitration. If the dispute is not resolved in mediation, the aggrieved Member and the Board may agree to submit to a binding arbitration process. The arbitration shall be conducted in accordance with Minnesota Statutes, chapter 572B following the Commercial Arbitration Rules of the American Arbitration Association, unless the Board and the Member agree to follow different rules. The Members and the Board agree the decision of the arbitrator shall be binding on the Fencing Consortium and its Members.

SECTION XI WITHDRAWAL OF A MEMBER

- 11.1 **Process.** A Member may withdraw from the Fencing Consortium by providing written notice to the Board of its intent to withdraw. To avoid a withdrawal from interrupting the on-going payments for the costs of the Fencing, the effective date of the withdrawal will depend on its timing with respect to the Board's work to set the budget for the upcoming year. If the Board receives the withdrawal notice prior to May 1st in a year, the effective date of the withdrawal will be December 31st of the same year. If the Board receives the notice after May 1st, the withdrawal will be effective December 31st of the following year.
- 11.2 **Effect of Withdrawal.** The withdrawing Member shall be responsible for paying its full Member Assessment for the full year in which the withdrawal is effective. Recognizing the Fencing Consortium is an ongoing concern, the Members agree the withdrawing Member shall not receive any reimbursement of the amounts it has paid and is not entitled to any share in the assets of the Fencing Consortium. Upon the effective date of the withdrawal, the former Member shall no longer be considered a Member under this Agreement.

SECTION XII DISSOLUTION OF FENCING CONSORTIUM

- 12.1 **Dissolution Process.** The Fencing Consortium may only be dissolved by a joint resolution approved by four-fifths of the then current Members or by a unanimous vote of the entire Board on a dissolution resolution. Dissolution shall not be effective for at least six months from the adoption the resolution unless an earlier dissolution date is approved as part of the resolution. Prior to the effective date of the dissolution, the Board shall use the Fencing Consortium's assets to pay its outstanding obligations. If the assets on hand are not sufficient to pay all outstanding obligations, the Board shall impose a Member Assessment to collect sufficient funds to pay the outstanding amounts. The Board shall divide the amount needing to be collected by a Member Assessment using the same formula for other Member Assessments. The Fencing Consortium shall not be finally dissolved until its outstanding obligations are paid in full.
- 12.2 **Distribution of Assets and Property.** Upon dissolution, the Board shall distribute any remaining assets to the Members in proportion to the Member Assessment of each Member in effect as of the date of dissolution. The Board shall have the power to determine the best method for distributing the assets and to decide any disputes that may arise among the Members concerning such distribution.

SECTION XIII MISCELLANEOUS PROVISIONS

- 13.1 **Official Copy.** This Agreement is being entered into through the adoption by each Member and the Membership Resolution. The Board shall maintain the official copy of this Agreement and maintain a list of the Original Members and the Additional Members.

The official copy shall constitute the Agreement, which shall be binding on all of the Members.

- 13.2 **Data Practices.** The Fencing Consortium shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). The Vendor shall be required to comply with the Act as provided in Minnesota Statutes, section 13.05. The Vendor shall be required to notify the Board if it receives a data request and to work with the Fencing Consortium to respond to it.
- 13.3 **Notices.** Any notice required or permitted to be given to the Fencing Consortium under this Agreement shall be given in writing, and shall be sent by first class mail to its current address. Notice to each Member shall be given in writing by first class mail or email to the Member’s chief of police or other designated contact person.
- 13.4 **Waiver.** The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 13.5 **Governing Law.** The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 13.6 **Headings and Captions.** The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 13.7 **No Third-Party Rights.** This Agreement is entered into for the sole benefit of the Members and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
- 13.8 **Good Faith.** Each Member shall act in good faith. In exercising its rights and fulfilling its obligations under this Agreement, each party acknowledges that this Agreement contemplates cooperation between and among the parties.
- 13.9 **Entire Agreement.** This Agreement, including the recitals and all of the Membership Resolutions, contains the entire understanding between the Members concerning the subject matter hereof.
- 13.10 **Amendments.** Amendments to this Agreement may be proposed by the Board or by at least 10% of the Members submitting a proposed amendment to the Board. The Board shall forward proposed amendments to the Members in the form of an amendment resolution. The Board will only forward amendments proposed by Members if it determines the proposed amendments are lawful and not contrary to the primary purposes of this Agreement. Members adopting the amendment resolution shall return a copy of

the executed resolution to the Board. A proposed amendment shall be considered approved if the amendment resolution is adopted by at least 90% of the then current Members.

- 13.11 **Examination of Books.** Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Fencing Consortium and the Vendor are subject to examination by the State. Members may examine the financial records of the Fencing Consortium upon reasonable request.
- 13.12 **Recitals and Exhibits Incorporated.** The recitals contained herein, and the Membership Resolutions, are incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the Members have, by adoption and execution of the Membership Resolution, entered into this Agreement as of the Effective Date or, if an Additional Member, as of the date of acceptance by the Board of the Membership Resolution.

[A list of all Members is maintained by the Fencing Consortium.]



AGENDA SECTION	CONSENT AGENDA
MEETING DATE	MAY 23, 2022

ITEM:	License Agenda.		
DEPARTMENT:	Community Development	BY/DATE:	Alicia Howe (May 18, 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"/> Economic Strength		<input type="checkbox"/> Excellent Housing/Neighborhoods	
<input type="checkbox"/> Equity and Affordability		<input type="checkbox"/> Strong Infrastructure/Public Services	
<input type="checkbox"/> Opportunities for Play and Learning		<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population	

BACKGROUND:
 Attached is the business license agenda for the May 23, 2022, City Council meeting. This agenda consists of applications for 2022 Contractor Licenses, 2022 Peddler/Solicitor & Transient Merchant Licenses, and 2022 Carnival Licenses. At the top of the license agenda there is a phrase stating "*Signed Waiver Form accompanied application", noting that the data privacy form has been submitted as required. If not submitted, certain information cannot be released to the public.

RECOMMENDED MOTION(S):
MOTION: Move to approve the items as listed on the business license agenda for May 23, 2022 as presented.

ATTACHMENT(S):
 Contractor Licenses – 2022
 Peddler/Solicitor & Transient Merchant Licenses – 2022
 Carnival Licenses - 2022

TO CITY COUNCIL MAY 23, 2022

*Signed Waiver Form accompanied application

Contractor Licenses – 2022

Renewal:

*ACE HEATING & A/C	7174 HWY 95, PRINCETON, MN	\$80.00
*SUPER HEATING & COOLING	2911 92 ND LANE, BLAINE, MN	\$80.00
TOTAL HOME SOLUTIONS	1008 PROSPECT POINTE RD, JORDAN, MN	\$80.00
*METROPOLITAN MECH CONTRACTORS	7450 FLYING CLOUD DR, EDEN PRAIRIE, MN	\$80.00
*CITIES 1 PLUMBING & HEATING	787 HUBBARD AVE, ST PAUL, MN	\$80.00
*SAAFE LLC	684 EXCELSIOR BLVD STE 220, EXCELSIOR, MN	\$80.00
AFFORDABLE COMFORT MECHANICAL	1167 VIKING DR, MAPLEWOOD, MN	\$80.00
VEO SIGN SERVICE CORP	6353 MARTIN AVE, OTSEGO, MN	\$80.00
*ROTO-ROOTER SERVICES	14530 27 TH AVE, PLYMOUTH, MN	\$80.00
*GRANT ACQUISITION	5718 INTERNATIONAL PKWY, NEW HOPE, MN	\$80.00
*VECTOR SERVICES	712 VISTA BLVD STE 102, WACONIA, MN	\$80.00
*SPI MECHANICAL	1116 LINCOLN ST, MINNEAPOLIS, MN	\$80.00
MATHEY SIGN & DESIGN	831 COON RAPIDS BLVD, COON RAPIDS, MN	\$80.00
*SC SERVICE LLC	28815 111 TH ST, ZIMMERMAN, MN	\$80.00

Peddler/Solicitor and Transient Merchant Licenses – 2022

Renewal:

*MATT MILNER SALES	1298 52 ND AVE, FRIDLEY, MN	\$50.00
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Carnival Licenses – 2022

Renewal:

*FAMILY FUN SHOWS INC	20590 STATE HWY 83, MANKATO, MN	\$200.00
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AGENDA SECTION	CONSENT
MEETING DATE	MAY 23, 2022

ITEM:	Rental Occupancy Licenses for Approval									
DEPARTMENT:	Fire	BY/DATE: Daniel O'Brien, 5/23/22								
<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 checked="" type="checkbox"/> Excellent Housing/Neighborhoods</td> </tr> <tr> <td><input type="checkbox"/> Equity and Affordability</td> <td><input type="checkbox"/> Strong Infrastructure/Public Services</td> </tr> <tr> <td><input type="checkbox"/> Opportunities for Play and Learning</td> <td><input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population</td> </tr> </table>			<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel	<input type="checkbox"/> Economic Strength	<input checked="" type="checkbox"/> Excellent Housing/Neighborhoods	<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population
<input type="checkbox"/> Safe Community	<input type="checkbox"/> Diverse, Welcoming "Small-Town" Feel									
<input type="checkbox"/> Economic Strength	<input checked="" type="checkbox"/> Excellent Housing/Neighborhoods									
<input type="checkbox"/> Equity and Affordability	<input type="checkbox"/> Strong Infrastructure/Public Services									
<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population									

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

RECOMMENDED MOTION:
MOTION: Move to approve the items listed for rental housing license applications for May 23, 2022, in that they have met the requirements of the Property Maintenance Code.

ATTACHMENT:
 Rental Occupancy Licenses for Approval – 5-23-22



City Council Rental Occupancy Licenses for Approval.

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Abeler, Jonathan 2339 Roselawn Ave W Roseville, MN 55113	4033 Arthur St NE	22-0004853 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Ahmed, Adam 6546 Willow Lane N Brooklyn Center, MN 55430	4701 University Ave NE	22-0004795 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Alvarado, Jose 1146 Borealis Ln NE Columbia Heights, MN 55421	4941 Monroe St NE	22-0004505 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Anderson, Paul 37th Ave LLC 12100 Singletree Ln#185 Eden Prairie, MN 55344	711 37th Ave NE	22-0004525 Rental License [Over 3 Units] Number of licensed units: 14 \$558.00
<i>*New License</i>		
Aragon-Torres, Eleazor 1915 41st Ave NE Columbia Heights, MN 55421	4020 Cleveland St NE	22-0004690 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Atwood, Michael Goal Properties 1650 West End Blvd#100 Saint Louis Park, MN 55416	1227 44 1/2 Ave NE	22-0004878 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Aucaquizhpi, Patricio 5206 Red Oak Dr Mounds View, MN 55112	971 44 1/2 Ave NE	22-0004531 Family Exempt Rental License Number of licensed units: 1 \$75.00
Austin, Florence 4243 2nd St NE Columbia Heights, MN 55421	4241 2nd St NE 4243 2nd St NE	22-0004632 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Boujnikh, Lahoucine 977 118th Avenue NE Blaine, MN 55434	1020 44th Ave NE	22-0004573 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Boujnikh, Lahoucine 977 118th Avenue NE Blaine, MN 55434	1400 Parkview Ln NE	22-0004591 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Brang, Sara Easton Homes, LLC 7900 Aster Dr Brooklyn Park, MN 55428	1116 45th Ave NE 1118 45th Ave NE	22-0004581 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Buecksler, Caleb 517 Heinel Dr Roseville, MN 55113	4452 Tyler Pl NE 4450 Tyler Pl NE	22-0004643 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Burg, Daniel DB Management LLC 4239 University Ave NE Columbia Heights, MN 55421	4237 University Ave NE	22-0004760 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Campoverde-Nistler, Nicole 2105 Argonne Dr NE Columbia Heights, MN 55421	5106 7th St NE	22-0004810 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Campoverde-Nistler, Nicole 2105 Argonne Dr NE Columbia Heights, MN 55421	5153 7th St NE	22-0004813 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Colvin, Eric 12102 187th St Artesia, CA 90701	3879 Polk St NE	22-0004613 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Corneille, Michael Third Street Industries LLC 3429 Edward St NE Saint Anthony, MN 55418	1000 50th Ave NE 1002 50th Ave NE	22-0004394 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Cornelius, Chris JACS Investments 6820 Rolling Hills Rd Corcoran, MN 55340	4975 Tyler St NE 4977 Tyler St NE	22-0004676 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Demetriou, Martha 11159 Holland Cir Eden Prairie, MN 55347	950 47th Ave NE	22-0004529 Rental License [Over 3 Units] Number of licensed units: 11 \$492.00
DeRose, Jane 9305 N Ditzler Ave Kansas City, MO 64157	4040 Cleveland St NE 4042 Cleveland St NE	22-0004449 Rental License [1 - 3 Units] Number of licensed units: 2 \$450.00
<i>*New License</i>		
Diaz Aguilar, Erick 396 W 280th St New Prague, MN 56071	5030 5th St NE	22-0004710 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Dziedzic, Stephen 2346 Stinson Pkwy NE Minneapolis, MN 55418	1260 Circle Terrace Blvd NE 1262 Circle Terrace Blvd NE	22-0004586 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Dziedzic, Stephen Norhugh, LLC 2346 Stinson Pkwy NE Minneapolis, MN 55418	1407 Circle Terrace Blvd NE 1409 Circle Terrace Blvd NE	22-0004592 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Edow, Khadder Blue Star Properties LLC 2003 10th Avenue S#2 Minneapolis, MN 55404	685 46 1/2 Ave NE	22-0004524 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Ferrin, Michael 1345 Circle Terrace Blvd NE Columbia Heights, MN 55421	1343 Circle Terrace Blvd NE	22-0004589 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Ferry, Donald 8234 Eagle Creek Blvd Shakopee, MN 55379	4536 7th St NE 4538 7th St NE	22-0004479 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Fohrman, Daniel 2414 Brooke Ln Hastings, MN 55033	4628 Johnson St NE 4630 Johnson St NE	22-0004869 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Gallogly, Dave Hawkeye Real Estate Investments, LLC 900 Broadway Ave Saint Paul Park, MN 55071	4732 Upland Crst NE	22-0004668 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Gorelick, Todd Bridge SFR IV Borrower LLC 6836 Carnegie Blvd#300 Charlotte, NC 28211	1201 43 1/2 Ave NE	22-0004698 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Gorelick, Todd MNSF T2 SPE LLC 6836 Morrison Blvd#300 Charlotte, NC 28211	4129 6th St NE	22-0004452 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Gorelick, Todd MNSF T2 SPE LLC 6836 Morrison Blvd#300 Charlotte, NC 28211	4322 2nd St NE	22-0004462 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Gorelick, Todd MNSF T2 SPE LLC 6836 Morrison Blvd.#300 Charlotte, NC 28211	4323 Washington St NE	22-0004463 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Guaman Guaman, Manuel 3963 Polk St NE Columbia Heights, MN 55421	3965 Polk St NE 3963 Polk St NE	22-0004619 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Hadi, Javeed 5485 Lake Ave Shoreview, MN 55126	1010 43 1/2 Ave NE	22-0004395 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Halek, Jane 4602 Fillmore St. NE Columbia Heights, MN 55421	4600 Fillmore St NE	22-0004651 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Herman, Ross Good Domus Sub VIII LLC 3570 Lexington Ave N#202 Shoreview, MN 55126	4516 Monroe St NE	22-0004830 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Hood, Nathan 1008 Gould Ave NE Columbia Heights, MN 55421	1010 Gould Ave NE 1008 Gould Ave NE	22-0004396 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Imholte, Robert Imholte, LLC 10808 Zieglers Dr N Brooklyn Park, MN 55443	4940 Washington St NE	22-0004673 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Inamagua Pena, Romulo 3746 3rd St NE Columbia Heights, MN 55421	3746 3rd St NE Up/Down	22-0004535 Family Exempt Rental License Number of licensed units: 2 \$75.00
<i>*New License</i>		
Isaacson, Rickela 7500 University Ave NE#1 Fridley, MN 55432	1248 Circle Terrace Blvd NE 1250 Circle Terrace Blvd NE	21-0004374 License Transfer: Rental License Transfer Fee Number of licensed units: 2 \$25.00
Jappah, Felicia 8224 June Ave N Brooklyn Park, MN 55443	5156 4th St NE	22-0004514 Family Exempt Rental License Number of licensed units: 1 \$75.00
Johanek, Mark 5000 4th St NE Columbia Heights, MN 55421	5002 4th St NE 5000 4th St NE	22-0004844 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Khan, Mujtaba TSK Properties LLC 2641 Ashley Terr New Brighton, MN 55112	1132 45th Ave NE 1134 45th Ave NE	22-0004404 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Knoll, Philip 10265 President Dr NE Blaine, MN 55434	4819 5th St NE 4817 5th St NE	22-0004800 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Koos, Daniel 878 Howell St N Saint Paul, MN 55104	2114 Highland Pl NE	22-0004598 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Koya, Vijay Anoka Properties LLC 12783 Petersburg Street NE Blaine, MN 55449	4606 Fillmore St NE	22-0004652 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Kramer, Robert Gairbyat LLC 4333 Glenwood Avenue Golden Valley, MN 55422	4207 Fillmore St NE	22-0004629 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Lamberty Pabon, Jashira 218 42nd Ave NE Columbia Heights, MN 55421	220 42nd Ave NE	22-0004416 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Lish, Heidie 3401 Brunswick Ave S Spring Lake Park, MN 55416	4036 Reservoir Blvd NE	22-0004622 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Manthey, Erin Lox Properties, LLC 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #114	22-0004579 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Manthey, Erin Lox Properties, LLC 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #118	22-0004400 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Manthey, Erin Lox Properties, LLC 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #303	22-0004402 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Marquette, Joel 4300 Reservoir Blvd NE Columbia Heights, MN 55421	4000 2nd St NE	22-0004445 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
<i>*New License</i>		
Mashad, Majid United Investment Group LLC 5204 W 61st St Edina, MN 55436	5122 5th St NE	22-0004857 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Maurer, Angela 1417 Arden View Dr Arden Hills, MN 55112	4852 Monroe St NE	22-0004671 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
McGuigan, Stacie Dawn 4925 Westbend Rd Golden Valley, MN 55422	5000 Washington St NE	22-0004677 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Mohamed, Hamza 6434 Riverview Terr NE Fridley, MN 55432	5019 Jackson St NE 5021 Jackson St NE	22-0004680 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Morlock, Nita 5020 Page Avenue NE Saint Michael, MN 55376	681 47th Ave NE	22-0004684 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Newago, Sherri 5159 7th St NE Columbia Heights, MN 55421	5159 7th St NE	22-0004515 Family Exempt Rental License Number of licensed units: 1 \$75.00
Olin, Richard 10682 Washington Blvd NE Blaine, MN 55434	5216 Washington St NE 5218 Washington St NE	22-0004516 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Osowski, Chris The Salvation Army Northern Division 2445 Prior Ave Roseville, MN 55113	1004 Gould Ave NE 1006 Gould Ave NE	22-0004571 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Oz, Mercedes 1251 Gladys Ave Lakewood, OH 44107	3806 Jackson St NE	22-0004428 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Papke, Michael 1715 37th Ave NE Columbia Heights, MN 55421	1715 37th Ave NE 1717 37th Ave NE	22-0004595 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Perez, Narcisa 4534 Madison St NE Columbia Heights, MN 55421	4534 Madison St NE	22-0004647 Rental License [Over 3 Units] Number of licensed units: 4 \$338.00
<i>*New License</i>		
Piper, Maria 181 Oldcastle Ln Alameda, CA 94502	4540 Tyler St NE Up/Down	22-0004708 License Transfer: Rental License Transfer Fee Number of licensed units: 2 \$25.00
Portugue, Kevin 1077 162nd Ave. NW Andover, MN 55304	4828 5th St NE	22-0004669 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Price, Terrence Triple T Properties LLC 5540 Golden Valley Rd Golden Valley, MN 55422	3726 3rd St NE Up/Down	22-0004606 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Quaas, Timothy 3727 Reservoir Blvd NE Columbia Heights, MN 55421	3727 Reservoir Blvd NE #1	22-0004607 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Ramnarine, Jai 4532 Tyler St NE Columbia Heights, MN 55421	4552 7th St NE 4550 7th St NE	22-0004480 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Roberts, Larry 1578 Osborne Road NE Fridley, MN 55432	4416 Jackson St NE	22-0004641 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Samaha, Mohamed 3906 Reservoir Blvd. NE Columbia Heights, MN 55421	3908 Reservoir Blvd NE	22-0004437 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Sanchez-Perez, Fernando 4201 2nd St NE Columbia Heights, MN 55421	4201 2nd St NE 4203 2nd St NE	22-0004852 Family Exempt Rental License Number of licensed units: 2 \$75.00
Seawell, David 8201 Pleasant View Court Mounds View, MN 55112	5060 Mulcare Dr NE	22-0004682 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Seubert, James Seubert, LLC 3988 Hayes St NE Columbia Heights, MN 55421	3974 Hayes St NE	22-0004620 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Spore, Caleb 18465 Lakeview Pt Dr NE Wyoming, MN 55092	5110 Washington St NE 5112 Washington St NE	22-0004538 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Spore, Caleb 18465 Lakeview Pt Dr. NE Wyoming, MN 55092	5118 Washington St NE 5116 Washington St NE	22-0004512 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Sultana, Zehra Clifton Properties, LLC 8445 Center Dr Spring Lake Park, MN 55432	1206 Circle Terrace Blvd NE 1208 Circle Terrace Blvd NE	22-0004405 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Sultana, Zehra Clifton Properties, LLC 8445 Center Dr Spring Lake Park, MN 55432	1853 39th Ave NE	22-0004415 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Sultana, Zehra Fairfield Investments, Inc 8445 Center Dr Spring Lake Park, MN 55432	3858 Tyler St NE	22-0004612 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Sultana, Zehra Clifton Properties, LLC 8445 Center Dr Spring Lake Park, MN 55432	4256 Quincy St NE	22-0004458 Rental License [1 - 3 Units] Number of licensed units: 1 \$450.00
Tainter, James Code Complete, LLC 1569 27th Ave. NW New Brighton, MN 55112	4725 4th St NE	22-0004667 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Terhaar, Matthew 311 Warwick St Saint Paul, MN 55105	401 46th Ave NE 403 46th Ave NE	22-0004746 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	1440 Parkview Ln NE	22-0004594 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	3940 3rd St NE	22-0004442 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4201 Main St NE	22-0004628 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4337 Royce St NE	22-0004464 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4409 Van Buren St NE	22-0004640 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4428 Benjamin St NE	22-0004471 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai IH2 Property Illinois, LP 1210 Northland Dr#180 Mendota Heights, MN 55120	4530 Stinson Blvd NE	22-0004478 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4941 4th St NE	22-0004504 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	4948 4th St NE	22-0004506 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	5050 Mulcare Dr NE	22-0004509 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	712 51st Ave NE	22-0004526 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Thao, Mai Invitation Homes 1210 Northland Dr#180 Mendota Heights, MN 55120	979 44 1/2 Ave NE	22-0004532 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Thompson, Mitchell Independent Properties LLC 3405 46th Ave S Minneapolis, MN 55406	4619 Tyler St NE	22-0004657 Rental License [Over 3 Units] Number of licensed units: 4 \$338.00
Tohey, Joseph Millenium Carpet Inc. 544 Summit Street NE Columbia Heights, MN 55421	1263 Circle Terrace Blvd NE 1261 Circle Terrace Blvd NE	22-0004587 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Ulvin, Rolf Topsite Properties 4725 Excelsior Blvd#300 Saint Louis Park, MN 55416	3843 Hayes St NE 3843 1/2 Hayes St NE	22-0004433 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Vanderheyden, Michael 5780 142nd Street West Apple Valley, MN 55124	4726 6th St NE 4724 6th St NE	22-0004796 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Voigt, Ashley 16900 Kenai Terrace Rd Anchorage, AK 99516	4453 Madison St NE	22-0004472 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Walker, Andrew 3719 Xerxes Ave S Minneapolis, MN 55410	543 40th Ave NE	22-0004522 Rental License [Over 3 Units] Number of licensed units: 8 \$426.00
Washington, Erin Lox Properties 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #104	22-0004577 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Washington, Erin Lox Properties 1395 Commerce Dr Mendota Heights, MN 55120	1070 Grandview Ct NE #111	22-0004578 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Wegman, James 1911 40th Ave NE Columbia Heights, MN 55421	3842 Reservoir Blvd NE	22-0004432 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Wegman, James 1911 40th Ave NE Columbia Heights, MN 55421	3961 Reservoir Blvd NE 3959 Reservoir Blvd NE	22-0004618 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Weinkauff, Todd 3915 3rd St NE Columbia Heights, MN 55421	3915 3rd St NE	22-0004439 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Wieberdink, Andrew 2810 Danbury Way Minnetonka, MN 55305	3815 Main St NE	22-0004383 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Wilaby, Eric 4857 University Ave NE Columbia Heights, MN 55421	4853 University Ave NE	22-0004501 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Wilson, Kelly Belden River Properties, LLC 3319 Belden Dr NE Saint Anthony, MN 55418	4800 Jefferson St NE	22-0004499 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00
Youngren, Dawn 2430 154th Avenue NW Andover, MN 55304	3816 3rd St NE 3818 3rd St NE	22-0004611 Rental License [1 - 3 Units] Number of licensed units: 2 \$300.00
Zhou, Chen Newland Property LLC 5660 Comstock Lane N Plymouth, MN 55446	4917 University Ave NE	22-0004803 Rental License [1 - 3 Units] Number of licensed units: 1 \$300.00

CITY OF COLUMBIA HEIGHTS

FINANCE DEPARTMENT

COUNCIL MEETING OF: May 23, 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 \$975,060.96.

CHECK DISBURSEMENT REPORT FOR CITY OF COLUMBIA HEIGHTS
 CHECK DATE FROM 05/06/2022 - 05/19/2022

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
05/12/2022	MAIN	190555	69302	AID ELECTRIC SERVICE INC	VAN BUREN RAMP LITGHTING RETRO FIT	420.6317.44000.1915	15,000.00
05/12/2022	MAIN	190556	69766	AMERICAN SECURITY CABINETS	INARCOTICS DISPOSAL LOCKER	101.2100.42010	2,165.80
05/12/2022	MAIN	190557	B220418G	ANOKA COUNTY	BROADBAND CONN 0522	101.2100.43250	37.50
		190557	B220418G		BROADBAND CONN 0522	101.2200.43250	37.50
		190557	B220418G		BROADBAND CONN 0522	101.3100.43250	18.75
		190557	B220418G		BROADBAND CONN 0522	101.3121.43250	3.75
		190557	B220418G		BROADBAND CONN 0522	101.5200.43250	3.75
		190557	B220418G		BROADBAND CONN 0522	601.9600.43250	3.75
		190557	B220418G		BROADBAND CONN 0522	602.9600.43250	3.75
		190557	B220418G		BROADBAND CONN 0522	701.9950.43250	3.75
							112.50
05/12/2022	MAIN	190558	AR019711	ANOKA COUNTY TREASURER	LANGUAGE LINE 0322	101.2100.43250	178.19
		190558	AR019698		CJDN ACCESS FEE Q1 2022	101.2100.44000	720.00
							898.19
05/12/2022	MAIN	190559	250000146364	ARAMARK UNIFORM & CAREER API050322	MOPS,MATS,TOWELS	609.9791.44020	92.58
05/12/2022	MAIN	190560	293030	ASPEN MILLS, INC.	POLOS, EMBROIDERY	101.2100.42172	326.80
		190560	292794		SWEATER, EMBROIDERY	101.2100.42172	59.80
							386.60
05/12/2022	MAIN	190561	0105090900	BELLBOY BAR SUPPLY	050422 SIGNS	101.0000.20815	(2.31)
		190561	0105057600		042722 INV	609.0000.14500	136.67
		190561	0105090900		050422 SIGNS	609.9791.42171	35.84
							170.20
05/12/2022	MAIN	190562	107527	BENEFIT EXTRAS, INC.	COBRA LETTERS 0222, RETIREE BILLING	101.1320.43050	134.50
		190562	108644		COBRA LETTERS 0422, RETIREE BILLING	101.1320.43050	141.50
		190562	107527		COBRA LETTERS 0222, RETIREE BILLING	887.9250.43050	33.25
		190562	108644		COBRA LETTERS 0422, RETIREE BILLING	887.9250.43050	33.25
							342.50
05/12/2022	MAIN	190563	INV489412	BIOBAGS AMERICAS INC	ORGANIC WASTE BAGS, BUCKETS, LIDS	603.9530.42170	95.70
05/12/2022	MAIN	190564	343921570	BREAKTHRU BEVERAGE MN W&S LJ042922	INV/DEL 700297736	609.0000.14500	3,969.75
		190564	343921571		042922 INV/DEL 700297736	609.0000.14500	4,152.60
		190564	343921568		042922 INV/DEL 700297736	609.0000.14500	1,158.35
		190564	343921573		042922 INV/DEL 700297782	609.0000.14500	2,066.94
		190564	343921564		042922 INV/DEL 700297717	609.0000.14500	1,278.95
		190564	343921563		042922 INV/DEL 700297717	609.0000.14500	3,
		190564	343921567		042922 INV 700297736	609.0000.14500	

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		190564	343921564		042922 INV/DEL 700297717	609.9791.42199	12.65
		190564	343921563		042922 INV/DEL 700297717	609.9791.42199	28.75
		190564	343921570		042922 INV/DEL 700297736	609.9792.42199	28.75
		190564	343921571		042922 INV/DEL 700297736	609.9792.42199	23.00
		190564	343921568		042922 INV/DEL 700297736	609.9792.42199	18.40
		190564	343921573		042922 INV/DEL 700297782	609.9793.42199	48.30
							16,819.19
05/12/2022	MAIN	190565	0055754	CARLSON MCCAIN INC	ROOT PROPERTY REMEDIATION	202.6350.43050	11,874.30
		190565	0055758		ROOT PROPERTY REMEDIATION	202.6355.43050	12,869.50
							24,743.80
05/12/2022	MAIN	190566	CHPD-44682	CERTIFIED CRIME FIGHTER, IN	TRAINING SOFTWARE	101.2100.44030	4,176.00
05/12/2022	MAIN	190567	ACCT690D1	CHRISTENSEN/MITCHELL	REIMB CAPSTONE	101.1510.43120	1,305.00
05/12/2022	MAIN	190568	4118702073	CINTAS INC	RUGS CITY HALL 050622	101.1940.44020	20.88
		190568	4117503794		MOPS JPM 042622	101.5129.44020	30.10
		190568	4118202778		NAPKINS, MOPS, LINENS 050322	101.5129.44020	137.90
		190568	4118018084		UNIFORM RENTAL 042922	701.9950.42172	30.79
							219.67
05/12/2022	MAIN	190569	2508	CRYSTAL LAKE UPHOLSTERY	BENCH CUSHION REPAIR	701.0000.14120	185.00
		190569	2509		BENCH CUSHION REPAIR	701.0000.14120	225.00
							410.00
05/12/2022	MAIN	190570	E3-5838	CUMMINS INC	SCAN TOOL SOFTWARE	701.9950.44000	824.86
		190570	E3-6890		SALES TAX CREDIT INV#E3-5838	701.9950.44000	(52.94)
							771.92
05/12/2022	MAIN	190571	39838	DAVES SPORT SHOP	SOFTBALLS	881.5000.42170	410.04
05/12/2022	MAIN	190572	042222	DHARAMJIT JEET SINGH	REFUND DAMAGE/SECURITY DEPOSIT LESS	101.0000.20810	14.61
		190572	042222		REFUND DAMAGE/SECURITY DEPOSIT LESS	101.0000.34781	487.19
		190572	042222		REFUND DAMAGE/SECURITY DEPOSIT LESS	101.0000.34782	(100.00)
		190572	042222		REFUND DAMAGE/SECURITY DEPOSIT LESS	101.0000.34784	(182.00)
							219.80
05/12/2022	MAIN	190573	888426	ECM PUBLISHERS INC	AD - CITY HALL CONST BIDS 042222	411.9999.43500.1911	855.00
05/12/2022	MAIN	190574	90322	EHLERS & ASSOCIATES INC	TIF DISTRICT - 42ND & JACKSON 2ND H	408.6314.43050	6,250.00
05/12/2022	MAIN	190575	98308077	FLEETPRIDE INC	FILTERS	701.0000.14120	49.53
		190575	98307876		FILTERS	701.0000.14120	
		190575	98518332		FILTERS	701.0000.14120	

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		190575	98536131		SIGHT GAUGE	701.0000.14120	37.91
							377.40
05/12/2022	MAIN	190576	27428	FLEXIBLE PIPE TOOL CO INC	HOSE CRIMPER, DIES	701.0000.14120	2,034.10
05/12/2022	MAIN	190577	4342-864064	GENUINE PARTS/NAPA AUTO	FLOOR DRY	701.0000.14120	34.71
		190577	4342-864714		FLOOR DRY	701.0000.14120	46.28
							80.99
05/12/2022	MAIN	190578	2040304	GOPHER STATE ONE CALL INC	CALL OUT TICKETS	601.9600.43050	89.10
		190578	2040304		CALL OUT TICKETS	602.9600.43050	89.10
		190578	2040304		CALL OUT TICKETS	604.9600.43050	89.10
							267.30
05/12/2022	MAIN	190579	3615214011	GREAT LAKES COCA-COLA DISTRI	050322 INV	609.0000.14500	685.06
05/12/2022	MAIN	190580	11605	HALDEMAN-HOMME INC	WOOD FLOOR REPAIR JPM	101.5129.44020	3,942.05
05/12/2022	MAIN	190581	59590	HIGH PROFILE GROUNDS MAINT	VAN BUREN RAMP MAINTINANCE	228.6317.44000	367.50
05/12/2022	MAIN	190582	500536	HOHENSTEINS INC	042922 INV	609.0000.14500	2,725.45
05/12/2022	MAIN	190583	IN3764766	INNOVATIVE OFFICE SOLUTIONS	LEAD .5MM	101.3100.42000	3.36
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	101.3100.42171	7.67
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	101.3121.42000	3.35
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	101.3121.42171	7.63
		190583	IN3772568		PENS, TAPE	101.5000.42000	48.77
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	101.5200.42171	7.63
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	601.9600.42000	3.35
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	601.9600.42171	7.63
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	602.9600.42171	7.63
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	701.9950.42000	3.34
		190583	IN3763063		WHITEBOARD MARKERS, FORKS, SPOONS	701.9950.42171	7.63
							107.99
05/12/2022	MAIN	190584	187211	INTEREUM, INC.	WORK CHAIRS	411.9999.42010.1911	2,550.24
05/12/2022	MAIN	190585	167288	KENNEDY & GRAVEN	RUETER WALTON TIF - TITTLE MATTERS	408.6314.43050	268.75
05/12/2022	MAIN	190586	580797	KROMER COMPANY	BALLFIELD GROOMER & LINER	431.5200.45180	23,940.00
05/12/2022	MAIN	190587	023-10311-000-0000	CLEO A DALY COMPANY INC	CITY HALL DESIGN THRU 042922	411.9999.43050.1911	7,634.50
05/12/2022	MAIN	190588	4022979	LOFFLER COMPANIES INC	MAINT 050122-053122	101.0000.20815	(0.99)
		190588	4022978		MAINT 050122-053122	101.1940.44000	114.78
		190588	4022979		MAINT 050122-053122	101.1940.44000	

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05/12/2022	MAIN	190589	23207231	MANSFIELD OIL COMPANY	3000 GAL UNLEADED FUEL	701.0000.14110	8,659.59
		190589	23207232		1008 DYED DIESEL FUEL	701.0000.14110	3,338.11
							11,997.70
05/12/2022	MAIN	190590	INV9909070	MARCO, INC	COPIER MAINT SERVICES	101.3100.44000	22.37
		190590	INV9909070		COPIER MAINT SERVICES	101.3121.44000	22.37
		190590	INV9909070		COPIER MAINT SERVICES	101.5200.44000	22.37
		190590	INV9909070		COPIER MAINT SERVICES	601.9600.44000	22.37
		190590	INV9909070		COPIER MAINT SERVICES	602.9600.44000	22.37
		190590	INV9909070		COPIER MAINT SERVICES	701.9950.44000	22.37
							134.22
05/12/2022	MAIN	190591	1714	MARIE RIDGEWAY LICSW LLC	THERAPY SESSION CHPD00742	101.2100.43050	150.00
05/12/2022	MAIN	190592	66820	MENARDS CASHWAY LUMBER-FRID	ALL PURPOSE CLEANER	101.2100.42171	2.99
		190592	66823		ALL PURPOSE CLEANER	101.2100.42171	2.99
		190592	66822		RETURN ALL PURPOSE CLEANER	101.2100.42171	(2.99)
		190592	67221		LOW VOLTAGE COMPONENTS	411.9950.45120	60.81
							63.80
05/12/2022	MAIN	190593	0001139619	METRO COUNCIL ENVIROMENTAL	JUNE 2022 WASTEWATER	602.9480.42900	107,400.61
05/12/2022	MAIN	190594	711867	MIDWAY FORD	FILTERS	701.0000.14120	205.20
		190594	711719		NUT	701.0000.14120	2.10
		190594	703577		STEERING GEAR, CORE	701.0000.14120	1,190.90
		190594	583633		4 WHEEL ALIGNMENT	701.0000.14120	99.95
		190594	583820		FRONT ALIGNMENT	701.0000.14120	79.95
		190594	CM703577		CORE EXCHANGE	701.0000.14120	(400.00)
							1,178.10
05/12/2022	MAIN	190595	132867	MINNEAPOLIS SAW CO INC	HAND CONTROL CLAMP	701.0000.14120	7.48
		190595	135466		CHOKE LEVER	701.0000.14120	7.69
							15.17
05/12/2022	MAIN	190596	050122	MINNESOTA CITY-CNTY MGMT AS	2022-2023 MEMBERSHIP BOURGEOIS	101.1320.44330	201.00
05/12/2022	MAIN	190597	337900-9227	MN HIGHWAY SAFETY & RESEARC	PIT HYBRID CLASS	101.2100.43105	1,200.00
05/12/2022	MAIN	190598	10422	MN REC & PK ASSOC - MRPA	SOFTBALLS	101.5003.42170	260.00
05/12/2022	MAIN	190599	0110	NAVRATIL/NICOLE	MINI MUSICIANS SPRING 2022	032922-0101.5004.43050	185.60
05/12/2022	MAIN	190600	240182726001	OFFICE DEPOT	COPY PAPER, HOT CUPS, BINDER CLIPS	101.3100.42000	10.82
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	101.3100.42171	
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	101.3121.42000	
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	101.5200.42000	10.81

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		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	601.9600.42000	10.82
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	601.9600.42171	9.98
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	602.9600.42000	10.81
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	701.9950.42000	10.82
		190600	240182726001		COPY PAPER, HOT CUPS, BINDER CLIPS	701.9950.42171	9.98
							94.85
05/12/2022	MAIN	190601	0001318131	ON SITE SANITATION INC	SATELLITE RENT MCKENNA	101.5129.44100	160.28
05/12/2022	MAIN	190602	15100190	PARAGON DEVELOPMENT SYSTEMS	ARUBA 6100 SWITCHES	420.6317.44000.1915	4,205.97
05/12/2022	MAIN	190603	2022-0009	PERMITWORKS LLC	2022 LICENSE SUPPORT	201.2400.43050	2,685.00
05/12/2022	MAIN	190604	318754806	PREMIUM WATERS INC	043022 COOLER RENTAL	101.0000.20815	(0.27)
		190604	318754805		043022 COOLER RENTAL	101.0000.20815	(0.27)
		190604	318754804		043022 COOLER RENTALS	101.0000.20815	(0.55)
		190604	318747785		WATER	101.1110.42171	8.70
		190604	318756320		COOLER RENTAL	101.1110.42171	4.00
		190604	318747783		WATER	101.1510.42171	23.40
		190604	318747784		WATER	101.1510.42171	8.70
		190604	318754452		COOLER RENTALS	101.1510.42171	8.00
		190604	318755067		COOLER RENTAL	201.2400.42171	4.00
		190604	318747782		WATER	201.2400.42171	21.75
		190604	318754804		043022 COOLER RENTALS	609.9791.42171	8.55
		190604	318763429		050322 WATER	609.9792.42171	9.00
		190604	318754805		043022 COOLER RENTAL	609.9792.42171	4.27
		190604	318754806		043022 COOLER RENTAL	609.9793.42171	4.27
							103.55
05/12/2022	MAIN	190605	1360	RAPID GRAPHICS & MAILING	YARD SIGNS-NO MOW MAY	883.6312.42990	280.00
05/12/2022	MAIN	190606	042722	RICHSMANN/MARK	UMPIRE MENS SOFTBALL 042122	101.5003.43050	112.00
		190606	050422		UMPIRE MENS SOFTBALL 042722	101.5003.43050	112.00
							224.00
05/12/2022	MAIN	190607	30451	SELA ROOFING & REMODELING,	GUTTER REPAIR JPM	101.5129.44020	2,208.00
05/12/2022	MAIN	190608	2745163	SHAMROCK GROUP-ACE ICE	POP JPM 040822	101.5129.42990	308.65
05/12/2022	MAIN	190609	2205795	SOUTHERN GLAZER'S	042822 INV/DEL	609.0000.14500	554.40
		190609	2205796		042822 INV/DEL	609.0000.14500	554.40
		190609	2205797		042822 INV/DEL	609.0000.14500	2,671.50
		190609	2205798		042822 INV/DEL	609.0000.14500	298.00
		190609	2205795		042822 INV/DEL	609.9793.42199	
		190609	2205796		042822 INV/DEL	609.9793.42199	

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		190609	2205797		042822 INV/DEL	609.9793.42199	17.92
		190609	2205798		042822 INV/DEL	609.9793.42199	7.68
							4,124.38
05/12/2022	MAIN	190610	134054	STAR TRIBUNE	SUBSCRIPTION 041522-071522	101.5040.44330	56.45
05/12/2022	MAIN	190611	11563040	STREICHER'S GUN'S INC/DON	VEST CARRIERS, NAME TAGS	101.2100.42172	465.98
05/12/2022	MAIN	190612	203354	WINE COMPANY/THE	050422 INV/DEL	609.0000.14500	1,472.00
		190612	203354		050422 INV/DEL	609.9791.42199	26.00
							1,498.00
05/12/2022	MAIN	190613	78752	WOLD ARCHTIECTS AND ENGINEE	JPM FACILITY CONDITION ANALYSIS	411.9970.43050	4,000.00
05/12/2022	MAIN	190614	185504	XTREME CUSTOM APPAREL & PRO	MSOFTBALL JERSEYS	881.5000.42170	705.00
		190614	185545		DIGITAL HEAT TRANSFER FOR UNIFORMS	881.5000.42170	281.20
		190614	185503		SOFTBALL JERSEYS	881.5000.42171	750.00
							1,736.20
05/12/2022	MAIN	190615	0188918-IN	ZARNOTH BRUSH WORKS, INC	GUTTER BROOMS	701.0000.14120	1,508.40
05/12/2022	MAIN	190616	IN000502734	ZIEGLER INC	CABLE, PIN, CLIP	701.0000.14120	272.45
05/12/2022	MAIN	38 (A)	12700064	ALLIED UNIVERSAL SECURITY	SISECURITY JPM 043022	101.5129.43050	216.00
05/19/2022	MAIN	190617	5618537	56 BREWING LLC	050322 INV	609.0000.14500	144.00
05/19/2022	MAIN	190618	208471	ADVANCED GRAPHIX INC	EQUIPMENT LABELS	101.2200.42171	106.50
05/19/2022	MAIN	190619	419-21368221	AEP ENERGY INC	050522 SOLAR POWER	101.2100.43810	583.64
		190619	419-21368221		050522 SOLAR POWER	101.2200.43810	583.64
		190619	419-21368221		050522 SOLAR POWER	240.5500.43810	2,402.51
		190619	419-21368221		050522 SOLAR POWER	701.9950.43810	1,292.22
							4,862.01
05/19/2022	MAIN	190620	69437	AID ELECTRIC SERVICE INC	TROUBLESHOOT LIGHTS-PRESTEMON	101.5200.44000	161.00
		190620	69440		LIGHTING REPAIRS-KEYES BLDG	101.5200.44000	1,058.77
		190620	69442		REPLACE BALLAST-KEYES BLDG	101.5200.44000	382.83
		190620	69439		ADD RECPT-MSC SIGN SHOP	701.9950.44020	391.03
		190620	69438		ADD WELDING RECPT-MSC SIGN SHOP	701.9950.44020	1,401.88
		190620	69436		ADD RECPT & LIGHT-MSC GARAGE	701.9950.44020	1,327.38
							4,722.89
05/19/2022	MAIN	190621	196398	AMERICAN CYLINDER INC	FIRE EXTINGUISHER SVC,CERT LIB	240.5500.44000	94.86
		190621	196399		FIRE EXTINGUISHER SVC,CERT TV2	609.9792.44000	
		190621	196395		FIRE EXTINGUISHER SVC,CERT TV3	609.9793.44000	

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							257.42
05/19/2022	MAIN	190622	INV-062983	AMERICAN ENGINEERING TESTIN	(SOIL BORING CENTRAL AVE	652.9999.43050.2204	9,650.00
05/19/2022	MAIN	190623	18153694	ANOKA COUNTY ATTORNEY	20% FORFEITURE 18153694	265.0000.22210	877.00
		190623	21120480		20% FORFEITURE 21120480	265.0000.22210	632.00
							1,509.00
05/19/2022	MAIN	190624	1678	ANOKA COUNTY LIBRARY	0422 NOTICES	240.5500.43050	100.00
		190624	1679		0422 DISC CLEANING	240.5500.43050	11.00
		190624	1677		ILS OPERATING COSTS 0122-0322	240.5500.43050	3,328.11
							3,439.11
05/19/2022	MAIN	190625	042922	ANOKA COUNTY PROPERTY RECORITRUTH IN TAXATION,SPECIAL ASSMNTS,	101.1110.43050	1,870.56	
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	372.7000.43050	4,461.60
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	375.7000.43050	499.10
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	389.7000.43050	607.25
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	391.7000.43050	1,152.70
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	392.7000.43050	545.45
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	393.7000.43050	1,083.65
		190625	042922		TRUTH IN TAXATION,SPECIAL ASSMNTS,	415.6400.43050	2,456.72
							12,677.03
05/19/2022	MAIN	190626	250000151568	ARAMARK UNIFORM & CAREER AP	051022 MOPS,MATS,TOWELS	609.0000.14500	92.58
		190626	250000102236		030122 MOPS,MATS,TOWELS	609.9791.44020	102.36
		190626	250000149075		050522 MOPS,MATS,TOWELS	609.9792.44020	79.46
		190626	25000153710		051222 MOPS,MATS,TOWELS	609.9793.44020	86.70
		190626	250000148569		050522 MOPS,MATS,TOWELS	609.9793.44020	86.70
							447.80
05/19/2022	MAIN	190627	3532818	ARTISAN BEER COMPANY	042822 INV	609.0000.14500	1,932.05
		190627	3533178		042922 INV	609.0000.14500	501.20
		190627	3534108		050522 INV	609.0000.14500	384.10
		190627	3522721		022522 INV	609.0000.14500	421.60
		190627	331101		042622 INV	609.0000.14500	(184.30)
		190627	331062		042522 INV	609.0000.14500	(83.04)
							2,971.61
05/19/2022	MAIN	190628	293505	ASPEN MILLS, INC.	MOCK NECK, EMBROIDERY	101.2100.42172	38.00
		190628	293503		MOCK NECK, EMBROIDERY	101.2100.42172	76.00
		190628	293506		MOCK NECK, EMBROIDERY	101.2100.42172	38.00
		190628	293504		MOCK NECK, EMBROIDERY	101.2100.42172	38.00
		190628	276308		PANTS, SHIRTS, PATCHES, EMBROIDERY	101.2200.42172	38.00
		190628	288645		SHIRT, EMBROIDERY	101.2200.42172	147.78

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		190628	290982		PANTS	101.2200.42172	105.90
		190628	288942		UNIFORM	101.2200.42172	894.59
		190628	287916		UNIFORM	101.2200.42172	710.34
							2,473.66
05/19/2022	MAIN	190629	5017717351	BAKER & TAYLOR	BOOK ORDER	240.5500.42180	25.78
		190629	2036711746		BOOK ORDER	240.5500.42180	6.55
		190629	2036711745		BOOK ORDER	240.5500.42180	6.15
		190629	2036692129		BOOK ORDER	240.5500.42180	4.59
		190629	2036700003		BOOK ORDER	240.5500.42180	655.96
		190629	2036693113		BOOK ORDER	240.5500.42180	596.78
							1,295.81
05/19/2022	MAIN	190630	0105123900	BELLBOY BAR SUPPLY	051122 BAGS,INV	609.0000.14500	66.30
		190630	0105123100		051122 INV/BAGS	609.0000.14500	460.52
		190630	0105091200		050422 INV/BAGS	609.0000.14500	124.00
		190630	0105123100		051122 INV/BAGS	609.9791.42171	233.85
		190630	0105123900		051122 BAGS,INV	609.9792.42171	224.15
		190630	0105090800		050422 BAGS	609.9792.42171	87.75
		190630	0105091200		050422 INV/BAGS	609.9793.42171	348.60
							1,545.17
05/19/2022	MAIN	190631	0094822200	BELLBOY CORPORATION	051122 INV/DEL	609.0000.14500	2,624.50
		190631	0094825300		051122 INV/DEL	609.0000.14500	1,633.25
		190631	0094723700		050422 INV/DEL	609.0000.14500	2,761.75
		190631	0094723200		050422 INV/DEL	609.0000.14500	2,194.00
		190631	0094729200		050422 INV/DEL	609.0000.14500	78.80
		190631	0094628400		042722 INV/DEL	609.0000.14500	5,343.67
		190631	0094688700		042922 INV/DEL	609.0000.14500	(170.00)
		190631	0094822200		051122 INV/DEL	609.9791.42199	50.00
		190631	0094723200		050422 INV/DEL	609.9791.42199	28.00
		190631	0094825300		051122 INV/DEL	609.9792.42199	18.00
		190631	0094723700		050422 INV/DEL	609.9792.42199	40.00
		190631	0094628400		042722 INV/DEL	609.9792.42199	52.00
		190631	0094688700		042922 INV/DEL	609.9792.42199	(1.65)
		190631	0094729200		050422 INV/DEL	609.9793.42199	2.00
							14,654.32
05/19/2022	MAIN	190632	17421	BLACK STACK BREWING	050322 INV	609.0000.14500	158.00
05/19/2022	MAIN	190633	INV-011299	BLUME BRAUHAUS LLC	050522 INV	609.0000.14500	142.08
05/19/2022	MAIN	190634	186927	BOURGET IMPORTS LLC	051322 INV/DEL	609.0000.14500	
		190634	186927		051322 INV/DEL	609.9791.42199	177.50

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							913.50
05/19/2022	MAIN	190635	343875958	BREAKTHRU BEVERAGE MN BEER	1042722 INV 700297782	609.0000.14500	1,779.35
		190635	343953868		050322 INV 700297736	609.0000.14500	28.20
		190635	343953867		050322 INV 700297717	609.0000.14500	38.40
							1,845.95
05/19/2022	MAIN	190636	344110871	BREAKTHRU BEVERAGE MN W&S LJ	051322 INV/DEL 700297717	609.0000.14500	697.40
		190636	344110873		051322 INV/DEL 700297717	609.0000.14500	4,387.50
		190636	344110877		051322 INV/DEL 700297717	609.0000.14500	439.90
		190636	344110874		051322 INV/DEL 700297717	609.0000.14500	3,952.00
		190636	344110875		051322 INV/DEL 700297717	609.0000.14500	610.50
		190636	344110870		051322 INV/DEL 700297717	609.0000.14500	635.70
		190636	344110869		051322 INV/DEL 700297717	609.0000.14500	423.75
		190636	344110879		051322 INV/DEL 700297717	609.0000.14500	490.40
		190636	344110878		051322 INV/DEL 700297717	609.0000.14500	232.00
		190636	344110872		051322 INV/DEL 700297717	609.0000.14500	211.42
		190636	344110876		051322 INV 700297717	609.0000.14500	126.00
		190636	344110885		051322 INV/DEL 700297736	609.0000.14500	1,976.00
		190636	344110886		051322 INV/DEL 700297736	609.0000.14500	432.75
		190636	344110890		051322 INV/DEL 700297736	609.0000.14500	162.25
		190636	344110884		051322 INV/DEL 700297736	609.0000.14500	852.70
		190636	344110881		051322 INV/DEL 700297736	609.0000.14500	1,089.83
		190636	344110880		051322 INV/DEL 700297736	609.0000.14500	338.19
		190636	344110887		051322 INV/DEL 700297736	609.0000.14500	3,147.75
		190636	344110888		051322 INV/DEL 700297736	609.0000.14500	400.00
		190636	344022214		050622 INV/DEL 700297736	609.0000.14500	778.08
		190636	344022211		050622 INV/DEL 700297717	609.0000.14500	911.82
		190636	343921561		042922 INV/DEL 700297717	609.0000.14500	8,921.35
		190636	344022219		050622 INV/DEL 700297782	609.0000.14500	161.95
		190636	344022222		050622 INV/DEL 700297782	609.0000.14500	209.98
		190636	344022220		050622 INV/DEL 700297782	609.0000.14500	453.40
		190636	344022221		050622 INV/DEL 700297782	609.0000.14500	558.60
		190636	343921569		042922 INV/DEL 700297736	609.0000.14500	80.00
		190636	344022213		050622 INV/DEL 700297736	609.0000.14500	1,593.00
		190636	343921565		042922 INV/DEL 700297717	609.0000.14500	1,463.87
		190636	343833469		042222 INV/DEL 700297736	609.0000.14500	273.00
		190636	343921566		042922 INV/DEL 700297736	609.0000.14500	4,477.50
		190636	409660708		042522 INV/DEL 700297736	609.0000.14500	(54.60)
		190636	409671690		050222 INV/DEL 700297736	609.0000.14500	(605.00)
		190636	344110871		051322 INV/DEL 700297717	609.9791.42199	
		190636	344110873		051322 INV/DEL 700297717	609.9791.42199	
		190636	344110877		051322 INV/DEL 700297717	609.9791.42199	

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		190636	344110874		051322 INV/DEL 700297717	609.9791.42199	23.00
		190636	344110875		051322 INV/DEL 700297717	609.9791.42199	3.45
		190636	344110870		051322 INV/DEL 700297717	609.9791.42199	3.45
		190636	344110869		051322 INV/DEL 700297717	609.9791.42199	6.90
		190636	344110879		051322 INV/DEL 700297717	609.9791.42199	4.60
		190636	344110878		051322 INV/DEL 700297717	609.9791.42199	5.75
		190636	344110872		051322 INV/DEL 700297717	609.9791.42199	5.75
		190636	344022211		050622 INV/DEL 700297717	609.9791.42199	4.60
		190636	343921561		042922 INV/DEL 700297717	609.9791.42199	62.10
		190636	343921565		042922 INV/DEL 700297717	609.9791.42199	17.25
		190636	344110885		051322 INV/DEL 700297736	609.9792.42199	11.50
		190636	344110886		051322 INV/DEL 700297736	609.9792.42199	6.90
		190636	344110890		051322 INV/DEL 700297736	609.9792.42199	1.25
		190636	344110884		051322 INV/DEL 700297736	609.9792.42199	11.50
		190636	344110881		051322 INV/DEL 700297736	609.9792.42199	9.20
		190636	344110880		051322 INV/DEL 700297736	609.9792.42199	3.45
		190636	344110887		051322 INV/DEL 700297736	609.9792.42199	32.20
		190636	344110888		051322 INV/DEL 700297736	609.9792.42199	4.60
		190636	344022214		050622 INV/DEL 700297736	609.9792.42199	4.60
		190636	343921569		042922 INV/DEL 700297736	609.9792.42199	1.15
		190636	344022213		050622 INV/DEL 700297736	609.9792.42199	40.25
		190636	343833469		042222 INV/DEL 700297736	609.9792.42199	5.75
		190636	343921566		042922 INV/DEL 700297736	609.9792.42199	10.35
		190636	409660708		042522 INV/DEL 700297736	609.9792.42199	(1.15)
		190636	409671690		050222 INV/DEL 700297736	609.9792.42199	(1.15)
		190636	344022219		050622 INV/DEL 700297782	609.9793.42199	1.15
		190636	344022222		050622 INV/DEL 700297782	609.9793.42199	1.15
		190636	344022220		050622 INV/DEL 700297782	609.9793.42199	4.60
		190636	344022221		050622 INV/DEL 700297782	609.9793.42199	9.20
							40,163.74
05/19/2022	MAIN	190637	6409	BROKEN CLOCK BREWING COOP	042722 INV	609.0000.14500	84.00
		190637	6426		050422 INV	609.0000.14500	138.00
							222.00
05/19/2022	MAIN	190638	2022-00398	BWS PLUMBING HEATING AND AII80% REFUND OF PERMIT FEE FOR CANCEL	201.0000.32195		52.00
05/19/2022	MAIN	190639	2683497	CAPITOL BEVERAGE SALES LP	050522 INV	609.0000.14500	4,473.27
		190639	2682968		050422 INV	609.0000.14500	2,726.50
		190639	2678453		042522 INV	609.0000.14500	2,503.85
		190639	2680113		042722 INV	609.0000.14500	5,383.73
		190639	2683496		050522 INV	609.0000.14500	
		190639	2678452		042522 INV	609.0000.14500	

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							15,014.80
05/19/2022	MAIN	190640	15005	CARLSON COMMUNITY SOLAR LLC	050622 SOLAR GARDEN	101.1940.43810	117.30
		190640	15005		050622 SOLAR GARDEN	602.9600.43810	70.55
		190640	15005		050622 SOLAR GARDEN	701.9950.43810	662.14
							849.99
05/19/2022	MAIN	190641	77627898	CENGAGE LEARNING INC	LARGEPRINT BOOK ORDER	240.5500.42180	84.72
		190641	77623330		LARGEPRINT BOOK ORDER	240.5500.42180	109.46
							194.18
05/19/2022	MAIN	190642	8268239-4	CENTER POINT ENERGY	050522 8268239-4	101.2100.43830	414.16
		190642	8268239-4		050522 8268239-4	101.2200.43830	414.17
		190642	10802324-3		040522 10802324-3	101.5200.43830	50.18
		190642	5452216-4		050522 545226-4	101.5200.43830	79.14
		190642	5467671-3		050522 5467671-3	101.5200.43830	16.80
		190642	10570341-7		050522 10570341-7	240.5500.43830	1,506.89
		190642	6401438486-7		050522 6401438486-7	408.6414.43830	28.22
		190642	9644621-6		050522 9644621-6	602.9600.43830	23.48
		190642	11299887-7		050522 11299887-7	602.9600.43830	16.80
							2,549.84
05/19/2022	MAIN	190643	0000561693	CENTRAL MCGOWAN	WELDING CURTAIN,NOZZLE DIP	101.3121.42171	132.54
		190643	0000544791		FLAME RET JACKET	101.3121.42173	54.18
							186.72
05/19/2022	MAIN	190644	7635722695528	CENTURYLINK	042822 763 572-2695 528	609.9791.43210	54.49
		190644	7637880290045		050722 763 788-0290 045	609.9792.43210	51.07
		190644	7637880064164		050722 763 788-0064 164	609.9792.43210	51.07
							156.63
05/19/2022	MAIN	190645	4118702202	CINTAS INC	MATS, AIR FRESH 050622	101.2100.44020	22.80
		190645	4118888926		MOPS JPM 051022	101.5129.44020	30.10
							52.90
05/19/2022	MAIN	190646	0230921	CITY OF ROSEVILLE	IT SUPPORT 0522	101.2100.43050	278.81
05/19/2022	MAIN	190647	15006	CORNILLIE 2 COMMUNITY SOLAR	050622 SOLAR GARDEN	101.5129.43810	1,301.92
		190647	15006		050622 SOLAR GARDEN	604.9600.43810	53.94
							1,355.86
05/19/2022	MAIN	190648	W58123	CORPORATE MECHANICAL INC.	HYDRANT METER RPZ TEST	601.9600.43050	
05/19/2022	MAIN	190649	1003379	CRYSTAL SPRINGS ICE LLC	050622 INV	609.0000.14500	

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		190649	1003377		050622 INV	609.0000.14500	52.06
		190649	4002722		050922 INV	609.0000.14500	205.70
		190649	4002720		050922 INV	609.0000.14500	226.00
		190649	1003378		050622 INV	609.0000.14500	93.45
							628.38
05/19/2022	MAIN	190650	205552	CUSHMAN MOTOR CO INC	SOD CUTTER	101.6102.42010	580.00
05/19/2022	MAIN	190651	10611	DU ALL SERVICE CONTRACTORS,	TRIP CHARGE 1069 GRANDVIEW CT NE	101.2200.42172	25.00
		190651	10612		SNOW 5024 5TH ST NE	415.6450.44000	100.00
		190651	10579		SNOW 4257 JACKSON ST	415.6450.44000	100.00
							225.00
05/19/2022	MAIN	190652	0129220-IN	EARL F ANDERSEN INC	NO PARKING SIGNS	212.3190.42171	254.45
05/19/2022	MAIN	190653	90424	EHLERS & ASSOCIATES INC	RUETER WALTON TIF	408.6314.43050	225.00
		190653	90425		ALATUS HYVEE SITE REDEVELOPMENT	408.6314.43050	150.00
		190653	90426		RUETER WALTON TIF	408.6314.43050	1,200.00
							1,575.00
05/19/2022	MAIN	190654	242	EMERGENCY TECHNICAL DECON	TURNOUT GEAR CLEANING	101.2200.43050	657.00
05/19/2022	MAIN	190655	2506532204	FIRST ADVANTAGE LNS SCREEN	ANN ENROLLMENT, DRUG TESTS 0422	101.3121.43050	30.16
		190655	2506532204		ANN ENROLLMENT, DRUG TESTS 0422	602.9600.43050	65.46
							95.62
05/19/2022	MAIN	190656	4342-860607	GENUINE PARTS/NAPA AUTO	LIGHTBULBS	101.2200.42171	5.69
		190656	4342-855451		ARMORALL	101.3121.42171	10.98
							16.67
05/19/2022	MAIN	190657	02508461-00	GOODIN CO INC	BALL VALVE	601.9600.42171	53.68
		190657	01174907-00		BRASS NIPPLE	601.9600.42171	19.09
							72.77
05/19/2022	MAIN	190658	3615214087	GREAT LAKES COCA-COLA DISTRI	050922 INV	609.0000.14500	493.82
05/19/2022	MAIN	190659	980777	HARBOR FREIGHT TOOLS	DOLLIES	705.9970.42010	104.95
05/19/2022	MAIN	190660	2022-00222	HERO HOME SERVICES, INC	80% REFUND OF PERMIT FEE FOR CANCEL	101.0000.32150	28.00
05/19/2022	MAIN	190661	500545	HOHENSTEINS INC	042922 INV	609.0000.14500	195.00
		190661	500579		042922 INV	609.0000.14500	3,715.70
		190661	501137		042922 INV	609.0000.14500	(87.00)
							3,
05/19/2022	MAIN	190662	7114909	HOME DEPOT #2802	TRANSFER PUMP	101.3121.42010	199.00

3, 112

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		190662	5013662		DRILL BITS	101.3121.42171	18.97
		190662	5013716		TAMPER, HOSE SAVER	101.3121.42171	47.96
		190662	8013140		SOCKET SET, TRAILER HITCH, TRASH PI	101.5200.42171	331.59
							597.52
05/19/2022	MAIN	190663	IN3761138	INNOVATIVE OFFICE SOLUTIONS	WHITEBOARD CLEANER	101.2300.42000	4.79
05/19/2022	MAIN	190664	14802	INTEGRATED LOSS CONTROL INC	0522 SAFETY SERVICES	101.3121.43105	75.66
		190664	14802		0522 SAFETY SERVICES	101.5200.43105	75.67
		190664	14802		0522 SAFETY SERVICES	601.9600.43105	75.66
		190664	14802		0522 SAFETY SERVICES	602.9600.43105	75.67
		190664	14802		0522 SAFETY SERVICES	604.9600.43105	75.67
		190664	14802		0522 SAFETY SERVICES	701.9950.43105	75.67
							454.00
05/19/2022	MAIN	190665	IN136189	JEFFERSON FIRE & SAFETY INC	THERMAL IMAGING CAMERA, TRUCK CHARGE	101.2200.42171	5,879.99
05/19/2022	MAIN	190666	3286869	JJ TAYLOR DIST OF MN	050422 INV/DEL	609.0000.14500	6,477.73
		190666	3286849		042822 INV/DEL	609.0000.14500	349.80
		190666	3286848		042822 INV/DEL	609.0000.14500	1,541.80
		190666	3286848		042822 INV/DEL	609.9791.42199	3.00
		190666	3286869		050422 INV/DEL	609.9792.42199	3.00
		190666	3286849		042822 INV/DEL	609.9793.42199	3.00
							8,378.33
05/19/2022	MAIN	190667	2041348	JOHNSON BROS. LIQUOR CO.	042822 INV	609.0000.14500	126.00
		190667	2041343		042822 INV	609.0000.14500	40.00
		190667	2042531		042922 INV	609.0000.14500	594.00
		190667	2042537		042922 INV	609.0000.14500	304.00
		190667	2039958		042722 INV	609.0000.14500	1,016.00
		190667	2039959		042722 INV	609.0000.14500	1,128.00
		190667	2039960		042722 INV	609.0000.14500	2,363.00
		190667	2039962		042722 INV	609.0000.14500	572.50
		190667	2041340		042822 INV	609.0000.14500	4,413.72
		190667	2041339		042822 INV	609.0000.14500	1,780.80
		190667	2041341		042822 INV	609.0000.14500	375.00
		190667	2042529		042922 INV	609.0000.14500	80.00
		190667	2041338		042822 INV	609.0000.14500	660.00
		190667	2039966		042722 INV	609.0000.14500	1,080.00
		190667	2039967		042722 INV	609.0000.14500	205.00
		190667	2039965		042722 INV	609.0000.14500	377.50
		190667	2041355		042822 INV	609.0000.14500	4,
		190667	2041353		042822 INV	609.0000.14500	1,
		190667	2041352		042822 INV	609.0000.14500	660.00

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190667		2041354	2041354		042822 INV	609.0000.14500	595.20
190667		2041356	2041356		042822 INV	609.0000.14500	151.00
190667		2039963	2039963		042722 INV	609.0000.14500	285.50
190667		2039964	2039964		042722 INV	609.0000.14500	824.96
190667		2041361	2041361		042822 INV	609.0000.14500	1,695.95
190667		2041360	2041360		042822 INV	609.0000.14500	1,242.00
190667		2041359	2041359		042822 INV	609.0000.14500	541.92
190667		2041358	2041358		042822 INV	609.0000.14500	1,658.71
190667		2041357	2041357		042822 INV	609.0000.14500	513.40
190667		2041351	2041351		042822 INV	609.0000.14500	92.00
190667		2041344	2041344		042822 INV	609.0000.14500	80.00
190667		2042530	2042530		042922 INV	609.0000.14500	244.32
190667		2042528	2042528		042922 INV	609.0000.14500	330.00
190667		2042533	2042533		042922 INV	609.0000.14500	390.00
190667		2042535	2042535		042922 INV	609.0000.14500	896.60
190667		2042534	2042534		042922 INV	609.0000.14500	390.00
190667		2031627	2031627		041422 INV	609.0000.14500	403.00
190667		2041342	2041342		042822 INV	609.0000.14500	527.00
190667		2041346	2041346		042822 INV	609.0000.14500	541.92
190667		2041345	2041345		042822 INV	609.0000.14500	2,465.65
190667		2041347	2041347		042822 INV	609.0000.14500	1,363.00
190667		2041349	2041349		042822 INV	609.0000.14500	1,654.55
190667		2039968	2039968		042722 INV	609.0000.14500	292.50
190667		2039961	2039961		042722 INV	609.0000.14500	292.50
190667		2047307	2047307		050622 INV	609.0000.14500	235.00
190667		2047309	2047309		050622 INV	609.0000.14500	2,887.82
190667		2046189	2046189		050522 INV	609.0000.14500	224.00
190667		2045012	2045012		050422 INV	609.0000.14500	195.00
190667		045011	045011		050422 INV	609.0000.14500	1,070.00
190667		2045010	2045010		050422 INV	609.0000.14500	2,450.00
190667		2046190	2046190		050522 INV	609.0000.14500	112.30
190667		2047310	2047310		050622 INV	609.0000.14500	423.00
190667		2045016	2045016		050422 INV	609.0000.14500	1,400.25
190667		2045017	2045017		050422 INV	609.0000.14500	1,070.00
190667		2047305	2047305		050622 INV	609.0000.14500	54.00
190667		2046186	2046186		050522 INV	609.0000.14500	173.65
190667		2046187	2046187		050522 INV	609.0000.14500	200.00
190667		2047308	2047308		050622 INV	609.0000.14500	87.46
190667		2042538	2042538		042922 INV	609.0000.14500	141.20
190667		2042536	2042536		042922 INV	609.0000.14500	180.00
190667		2047304	2047304		050622 INV	609.0000.14500	
190667		2047306	2047306		050622 INV	609.0000.14500	

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		190667	2045015		050322 INV	609.0000.14500	329.00
		190667	2046185		050522 INV	609.0000.14500	91.88
		190667	2045009		050422 INV	609.0000.14500	1,085.00
		190667	2046184		050522 INV	609.0000.14500	513.57
		190667	199658		042922 INV	609.0000.14500	(14.68)
		190667	2041348		042822 INV	609.9791.42199	1.35
		190667	2041343		042822 INV	609.9791.42199	1.35
		190667	2039958		042722 INV	609.9791.42199	12.60
		190667	2039959		042722 INV	609.9791.42199	8.10
		190667	2039960		042722 INV	609.9791.42199	22.96
		190667	2039962		042722 INV	609.9791.42199	6.75
		190667	2041340		042822 INV	609.9791.42199	40.50
		190667	2041339		042822 INV	609.9791.42199	14.85
		190667	2041341		042822 INV	609.9791.42199	5.40
		190667	2042529		042922 INV	609.9791.42199	1.35
		190667	2041338		042822 INV	609.9791.42199	5.40
		190667	2042530		042922 INV	609.9791.42199	6.74
		190667	2042528		042922 INV	609.9791.42199	16.20
		190667	2041342		042822 INV	609.9791.42199	16.20
		190667	2041346		042822 INV	609.9791.42199	17.55
		190667	2041345		042822 INV	609.9791.42199	79.65
		190667	2041347		042822 INV	609.9791.42199	36.45
		190667	2041349		042822 INV	609.9791.42199	18.90
		190667	2039961		042722 INV	609.9791.42199	8.10
		190667	2045012		050422 INV	609.9791.42199	2.70
		190667	045011		050422 INV	609.9791.42199	16.20
		190667	2045010		050422 INV	609.9791.42199	37.80
		190667	2047305		050622 INV	609.9791.42199	1.35
		190667	2046186		050522 INV	609.9791.42199	6.74
		190667	2046187		050522 INV	609.9791.42199	8.10
		190667	2047304		050622 INV	609.9791.42199	20.25
		190667	2047306		050622 INV	609.9791.42199	2.70
		190667	2046185		050522 INV	609.9791.42199	1.35
		190667	2045009		050422 INV	609.9791.42199	10.80
		190667	2046184		050522 INV	609.9791.42199	6.75
		190667	2042531		042922 INV	609.9792.42199	4.05
		190667	2042537		042922 INV	609.9792.42199	5.41
		190667	2039966		042722 INV	609.9792.42199	6.07
		190667	2039967		042722 INV	609.9792.42199	3.04
		190667	2039965		042722 INV	609.9792.42199	2.70
		190667	2041355		042822 INV	609.9792.42199	
		190667	2041353		042822 INV	609.9792.42199	

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		190667	2041352		042822 INV	609.9792.42199	5.40
		190667	2041354		042822 INV	609.9792.42199	5.40
		190667	2041356		042822 INV	609.9792.42199	2.70
		190667	2041361		042822 INV	609.9792.42199	20.25
		190667	2041360		042822 INV	609.9792.42199	35.10
		190667	2041359		042822 INV	609.9792.42199	16.20
		190667	2041358		042822 INV	609.9792.42199	52.65
		190667	2041357		042822 INV	609.9792.42199	16.22
		190667	2041351		042822 INV	609.9792.42199	2.70
		190667	2041344		042822 INV	609.9792.42199	1.35
		190667	2031627		041422 INV	609.9792.42199	10.79
		190667	2039968		042722 INV	609.9792.42199	8.10
		190667	2047307		050622 INV	609.9792.42199	6.75
		190667	2047309		050622 INV	609.9792.42199	40.53
		190667	2046189		050522 INV	609.9792.42199	4.05
		190667	2046190		050522 INV	609.9792.42199	4.39
		190667	2047310		050622 INV	609.9792.42199	12.15
		190667	2045016		050422 INV	609.9792.42199	13.51
		190667	2045017		050422 INV	609.9792.42199	16.20
		190667	2042538		042922 INV	609.9792.42199	5.40
		190667	2042536		042922 INV	609.9792.42199	8.10
		190667	2039963		042722 INV	609.9793.42199	1.35
		190667	2039964		042722 INV	609.9793.42199	10.80
		190667	2042533		042922 INV	609.9793.42199	4.05
		190667	2042535		042922 INV	609.9793.42199	27.00
		190667	2042527		042922 DEL	609.9793.42199	2.70
		190667	2042534		042922 INV	609.9793.42199	18.90
		190667	2047308		050622 INV	609.9793.42199	1.56
		190667	2045015		050322 INV	609.9793.42199	10.50
							54,254.87
05/19/2022	MAIN	190668	44639	LUPULIN BREWING CO	042822 INV	609.0000.14500	156.70
		190668	44702		050222 INV	609.0000.14500	207.50
							364.20
05/19/2022	MAIN	190669	341641	M AMUNDSON CIGAR & CANDY CO	051322 INV	609.0000.14500	2,820.88
		190669	341640		051322 INV	609.0000.14500	1,799.17
							4,620.05
05/19/2022	MAIN	190670	2022-00265	MANUEL ROMERO	REFUND 80% OF PERMIT FEE OF CANCELL	201.0000.20830	2,485.00
		190670	2022-00265		REFUND 80% OF PERMIT FEE OF CANCELL	201.0000.32192	2,
		190670	2022-00265		REFUND 80% OF PERMIT FEE OF CANCELL	201.0000.36293	

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							5,583.43
05/19/2022	MAIN	190671	INV772978	MAVERICK WINE COMPANY	051022 INV/DEL	609.0000.14500	520.00
		190671	INV775748		051322 INV/DEL	609.0000.14500	628.02
		190671	INV772978		051022 INV/DEL	609.9791.42199	1.50
		190671	INV775748		051322 INV/DEL	609.9791.42199	3.00
							1,152.52
05/19/2022	MAIN	190672	629047	MCDONALD DISTRIBUTING CO	042922 INV	609.0000.14500	744.50
05/19/2022	MAIN	190673	0420223306	MEDTOX LABORATORIES, INC	PRE-EMPLOYMENT DRUG TEST	101.1320.43050	34.33
05/19/2022	MAIN	190674	14161	MEGA BEER LLC	050422 INV	609.0000.14500	268.00
05/19/2022	MAIN	190675	65326	MENARDS CASHWAY LUMBER-FRIDISUPPLIES		101.2200.42171	72.45
		190675	65326		SUPPLIES	101.2200.42175	81.78
		190675	67381		FLUID FILM LUBE	101.3121.42171	39.96
		190675	67318		TORCH KIT, RATCHETS	101.3121.42171	73.96
							268.15
05/19/2022	MAIN	190676	501976804	MIDWEST TAPE	DVD ORDER	240.5500.42189	123.70
		190676	502024315		DVD ORDER	240.5500.42189	89.95
							213.65
05/19/2022	MAIN	190677	050522	MINNEAPOLIS FINANCE DEPT.	WATER PURCHASE 0422	601.9400.42990	131,134.41
05/19/2022	MAIN	190678	E-31000	MODIST BREWING CO LLC	050522 INV	609.0000.14500	243.00
05/19/2022	MAIN	190679	36	MUSICAL THEATER MINNESOTA	LIMUSICAL THEATER LESSONS - 1ST HALF	262.5016.43050	640.00
05/19/2022	MAIN	190680	782	NICK'S TREE SERVICE INC	TREE REMOVAL	101.6102.44000	14,971.00
		190680	781		TREE REMOVAL	226.9999.44000.2013	57,203.00
							72,174.00
05/19/2022	MAIN	190681	241007707001	OFFICE DEPOT	FACEMASKS	240.5500.42171	52.50
05/19/2022	MAIN	190682	241421135001	OFFICE DEPOT	RETURN ELECTRIC ENV OPENER INV#2347	101.1510.42010	(68.94)
		190682	240176800001		COMPOSTABLE CUPS, LIDS	101.2100.42000	53.80
		190682	236901521001		BLACK TONER	101.2100.42000	84.98
		190682	243029020001		COPY PAPER, BATTERIES	101.2100.42000	127.07
							196.91
05/19/2022	MAIN	190683	0001312379	ON SITE SANITATION INC	SATELLITE RENT-LOMIANKI	101.5200.44100	68.00
05/19/2022	MAIN	190684	5735	OPG-3 INC	UPDATE CONSTRUCTION TYPES	201.2400.43050	185.00
05/19/2022	MAIN	190685	225169148	ORKIN INC	PEST CONTROL LIB 0422	240.5500.44020	

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
05/19/2022	MAIN	190686	15108751	PARAGON DEVELOPMENT SYSTEMS	VEEAM BACKUP FOR OFFICE 365 - UNTIL	720.9980.42012	3,403.20
		190686	15110083		MICROSOFT OFFICE 365 MIGRATION	720.9980.43050	492.50
							3,895.70
05/19/2022	MAIN	190687	164968	PAUSTIS & SONS WINE COMPANY	051122 INV/DEL	609.0000.14500	1,000.00
		190687	164968		051122 INV/DEL	609.9792.42199	12.50
							1,012.50
05/19/2022	MAIN	190688	6386926	PHILLIPS WINE & SPIRITS INC	042722 INV	609.0000.14500	95.90
		190688	6386925		042722 INV	609.0000.14500	333.00
		190688	6387951		042822 INV	609.0000.14500	225.00
		190688	6375735		040622 INV	609.0000.14500	1,680.00
		190688	6386930		042722 INV	609.0000.14500	1,518.80
		190688	6386928		042722 INV	609.0000.14500	262.40
		190688	6386929		042722 INV	609.0000.14500	95.00
		190688	6391679		050522 INV	609.0000.14500	815.00
		190688	6391678		050522 INV	609.0000.14500	378.00
		190688	6391680		050522 INV	609.0000.14500	2,204.40
		190688	6390683		050422 INV	609.0000.14500	135.00
		190688	6391681		050522 INV	609.0000.14500	431.94
		190688	6390680		050422 INV	609.0000.14500	270.00
		190688	6391672		050522 INV	609.0000.14500	304.00
		190688	6391676		050522 INV	609.0000.14500	329.45
		190688	6392562		050622 INV	609.0000.14500	662.44
		190688	6392563		050622 INV	609.0000.14500	2,204.40
		190688	6391674		050522 INV	609.0000.14500	1,133.40
		190688	6391675		050522 INV	609.0000.14500	2,204.40
		190688	6391671		050522 INV	609.0000.14500	795.94
		190688	6386926		042722 INV	609.9791.42199	1.35
		190688	6386925		042722 INV	609.9791.42199	2.70
		190688	6387951		042822 INV	609.9791.42199	1.35
		190688	6385022		042222 DEL	609.9791.42199	1.35
		190688	6375735		040622 INV	609.9791.42199	33.75
		190688	6390680		050422 INV	609.9791.42199	2.70
		190688	6391672		050522 INV	609.9791.42199	5.40
		190688	6391676		050522 INV	609.9791.42199	12.17
		190688	6391674		050522 INV	609.9791.42199	6.75
		190688	6391675		050522 INV	609.9791.42199	6.75
190688	6391671	050522 INV	609.9791.42199	6.75			
190688	6386930	042722 INV	609.9792.42199	12.16			
190688	6386928	042722 INV	609.9792.42199				
190688	6386929	042722 INV	609.9792.42199				

Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		190688	6386924		042722 DEL	609.9792.42199	1.35
		190688	6391679		050522 INV	609.9792.42199	13.50
		190688	6391678		050522 INV	609.9792.42199	4.05
		190688	6391680		050522 INV	609.9792.42199	6.75
		190688	6390683		050422 INV	609.9792.42199	1.35
		190688	6391681		050522 INV	609.9792.42199	6.75
		190688	6392562		050622 INV	609.9793.42199	4.05
		190688	6392563		050622 INV	609.9793.42199	6.75
							16,221.60
05/19/2022	MAIN	190689	10357622	PIONEER PRESS	26 WEEK SUBSCRIPTION	240.5500.42181	705.00
05/19/2022	MAIN	190690	01C62665	PIONEER RIM & WHEEL CO.	ADJUSTABLE BALL MOUNT	101.5200.42171	232.37
05/19/2022	MAIN	190691	200-1036684	PRECISE MRM LLC	DATA PLAN 0322	101.3121.43250	80.00
		190691	200-1036684		DATA PLAN 0322	604.9600.43250	80.00
							160.00
05/19/2022	MAIN	190692	318765966	PREMIUM WATERS INC	050422 WATER	609.9791.42171	13.50
		190692	318765968		050422 WATER	609.9793.42171	24.00
							37.50
05/19/2022	MAIN	190693	8065	PRO GRAPHICS	HELMET NAME DECALS	101.2200.42171	42.00
05/19/2022	MAIN	190694	5001739691	RED BULL DISTRIBUTION CO INC	051222 INV	609.0000.14500	291.00
05/19/2022	MAIN	190695	3782	REPLACE INC	GRAPHIC DESIGN LOGO WORK	225.9844.43050	450.00
05/19/2022	MAIN	190696	050622	ROBLES/AIDA	REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.20810	17.70
		190696	050622		REFUND DAMAGE DEPOSIT LESS SECURITY	101.0000.34781	248.44
							266.14
05/19/2022	MAIN	190697	R22-57375	ROOTSTOCK WINE COMPANY	042922 INV/DEL	609.0000.14500	460.08
		190697	R22-57375		042922 INV/DEL	609.9791.42199	4.00
							464.08
05/19/2022	MAIN	190698	152510	ROSEDALE CHEV	PRIVACY COVER	701.0000.14120	128.00
05/19/2022	MAIN	190699	8105923055	SCHINDLER ELEVATOR CORP INC	PREVENT MAINT 0522	101.2100.44020	70.74
		190699	8105923055		PREVENT MAINT 0522	101.2200.44020	70.75
							141.49
05/19/2022	MAIN	190700	7983-2	SHERWIN WILLIAMS	PAINT	101.5200.42171	62.32
05/19/2022	MAIN	190701	B13720690	SHI INC	SURFACE PRO ACCESSORIES	101.3100.42011	
		190701	B13720690		SURFACE PRO ACCESSORIES	101.3121.42011	

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		190701	B13720690		SURFACE PRO ACCESSORIES	101.5200.42011	34.00
		190701	B13720690		SURFACE PRO ACCESSORIES	601.9600.42011	34.00
		190701	B13720690		SURFACE PRO ACCESSORIES	602.9600.42011	34.00
		190701	B13720690		SURFACE PRO ACCESSORIES	609.9792.42011	170.00
							340.00
05/19/2022	MAIN	190702	5083602	SOUTHERN GLAZER'S	042922 INV/DEL	609.0000.14500	1,281.70
		190702	2208374		050522 INV/DEL	609.0000.14500	809.50
		190702	2210959		051222 INV/DEL	609.0000.14500	161.90
		190702	2210960		051222 INV/DEL	609.0000.14500	270.00
		190702	2202966		042122 INV/DEL	609.0000.14500	270.00
		190702	2210813		051222 INV/DEL	609.0000.14500	540.00
		190702	2210814		051222 INV/DEL	609.0000.14500	1,008.00
		190702	2210815		051222 INV/DEL	609.0000.14500	1,942.00
		190702	2210817		051222 INV/DEL	609.0000.14500	204.00
		190702	2210818		051222 INV/DEL	609.0000.14500	144.00
		190702	2210819		051222 INV/DEL	609.0000.14500	270.00
		190702	2210820		051222 INV/DEL	609.0000.14500	216.00
		190702	2210821		051222 INV/DEL	609.0000.14500	1,483.75
		190702	2208225		050522 INV/DEL	609.0000.14500	1,430.00
		190702	2210824		051222 INV/DEL	609.0000.14500	180.00
		190702	2210823		051222 INV/DEL	609.0000.14500	1,048.50
		190702	2210827		051222 INV/DEL	609.0000.14500	144.00
		190702	2210828		051222 INV/DEL	609.0000.14500	2,082.50
		190702	2210829		051222 INV/DEL	609.0000.14500	125.95
		190702	2210830		051222 INV/DEL	609.0000.14500	270.00
		190702	2210831		051222 INV/DEL	609.0000.14500	270.00
		190702	5083601		042922 INV/DEL	609.0000.14500	2,109.75
		190702	2208222		050522 INV/DEL	609.0000.14500	971.40
		190702	2208220		050522 INV/DEL	609.0000.14500	938.35
		190702	2208375		050522 INV/DEL	609.0000.14500	396.00
		190702	2208221		050522 INV/DEL	609.0000.14500	195.20
		190702	5083604		042922 INV/DEL	609.0000.14500	2,472.00
		190702	2208224		050522 INV/DEL	609.0000.14500	756.00
		190702	2205651		042822 INV/DEL	609.0000.14500	868.50
		190702	2205650		042822 INV/DEL	609.0000.14500	1,349.00
		190702	2208226		050522 INV/DEL	609.0000.14500	971.40
		190702	5083603		042922 INV/DEL	609.0000.14500	1,228.22
		190702	9360790		020122 INV	609.0000.14500	(450.00)
		190702	9360761		020122 INV	609.0000.14500	(216.00)
		190702	9360751		020122 INV	609.0000.14500	(
		190702	9360762		020122 INV	609.0000.14500	(

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
		190702	9360788		020122 INV	609.0000.14500	(450.00)
		190702	5083602		042922 INV/DEL	609.9791.42199	8.96
		190702	2202966		042122 INV/DEL	609.9791.42199	7.68
		190702	2210816		051222 DEL	609.9791.42199	0.64
		190702	2210813		051222 INV/DEL	609.9791.42199	4.48
		190702	2210814		051222 INV/DEL	609.9791.42199	10.24
		190702	2210815		051222 INV/DEL	609.9791.42199	14.08
		190702	2210817		051222 INV/DEL	609.9791.42199	2.56
		190702	2210818		051222 INV/DEL	609.9791.42199	1.49
		190702	2210819		051222 INV/DEL	609.9791.42199	7.68
		190702	2210820		051222 INV/DEL	609.9791.42199	6.40
		190702	2210821		051222 INV/DEL	609.9791.42199	33.28
		190702	5083601		042922 INV/DEL	609.9791.42199	35.84
		190702	2208222		050522 INV/DEL	609.9791.42199	8.96
		190702	2208220		050522 INV/DEL	609.9791.42199	6.40
		190702	2208221		050522 INV/DEL	609.9791.42199	2.56
		190702	2210825		051222 DEL	609.9792.42199	2.56
		190702	2208225		050522 INV/DEL	609.9792.42199	12.80
		190702	2210824		051222 INV/DEL	609.9792.42199	1.28
		190702	2210823		051222 INV/DEL	609.9792.42199	10.24
		190702	2210827		051222 INV/DEL	609.9792.42199	1.49
		190702	2210828		051222 INV/DEL	609.9792.42199	14.08
		190702	2210829		051222 INV/DEL	609.9792.42199	1.28
		190702	2210830		051222 INV/DEL	609.9792.42199	7.68
		190702	2210831		051222 INV/DEL	609.9792.42199	7.68
		190702	5083604		042922 INV/DEL	609.9792.42199	32.00
		190702	2208224		050522 INV/DEL	609.9792.42199	7.68
		190702	2205651		042822 INV/DEL	609.9792.42199	16.64
		190702	2205650		042822 INV/DEL	609.9792.42199	12.80
		190702	2208227		050522 DEL	609.9792.42199	2.56
		190702	2208226		050522 INV/DEL	609.9792.42199	8.96
		190702	5083603		042922 INV/DEL	609.9792.42199	10.24
		190702	2208374		050522 INV/DEL	609.9793.42199	7.68
		190702	2210959		051222 INV/DEL	609.9793.42199	1.28
		190702	2210960		051222 INV/DEL	609.9793.42199	7.68
		190702	2208375		050522 INV/DEL	609.9793.42199	6.40
							25,195.88
05/19/2022	MAIN	190703	18153694	STATE OF MINN-DEPT OF FINAN	10% FORFEITURE 18153694	265.0000.22210	3,508.00
		190703	21120480		10% FORFEITURE 21120480	265.0000.22210	2,528.00
		190703	18153694		10% FORFEITURE 18153694	265.0000.35210	(3,
		190703	21120480		10% FORFEITURE 21120480	265.0000.35210	(2,

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
							754.50
05/19/2022	MAIN	190704	45509	STEEL TOE BREWING LLC	050422 INV	609.0000.14500	190.00
05/19/2022	MAIN	190705	I1567086	STREICHER'S GUN'S INC/DON	RAIN CAP COVER	101.2100.42172	9.99
		190705	I1566817		VEST CARRIER, NAME TAG	101.2100.42172	232.99
		190705	I1566133		VEST, CARRIER, TRAUMA PLATE	101.2100.42173	1,227.00
							1,469.98
05/19/2022	MAIN	190706	043022	SUMANGIL/ANNE	ZUMBA 0422	101.5003.43050	160.50
05/19/2022	MAIN	190707	31374	TRADITION WINE & SPIRITS LL	042122 INV/DEL	609.0000.14500	1,881.00
		190707	31374		042122 INV/DEL	609.9791.42199	20.00
							1,901.00
05/19/2022	MAIN	190708	17295	TWIN CITY WATER CLINIC INC	COLIFORM TESTING 0322	601.9600.43050	220.00
05/19/2022	MAIN	190709	6100387	UNIQUE MANAGEMENT SERVICES	:0422 PLACEMENTS	240.5500.43050	46.60
05/19/2022	MAIN	190710	9905428765	VERIZON WIRELESS	542000689-00001 APR02-MAY01 CELL PH	101.2100.43211	1,684.84
		190710	9905428765		542000689-00001 APR02-MAY01 CELL PH	101.2200.43211	247.26
		190710	9905428765		542000689-00001 APR02-MAY01 CELL PH	101.5000.43211	41.21
							1,973.31
05/19/2022	MAIN	190711	0303641-IN	VINOCOPIA INC	050522 INV/DEL	609.0000.14500	980.00
		190711	0303638-IN		050522 INV/DEL	609.0000.14500	1,221.25
		190711	0303637-IN		050522 INV/DEL	609.0000.14500	1,049.45
		190711	0303639-IN		050522 INV/DEL	609.0000.14500	112.50
		190711	0303640-IN		050522 INV/DEL	609.0000.14500	1,376.00
		190711	0303638-IN		050522 INV/DEL	609.9791.42199	19.50
		190711	0303637-IN		050522 INV/DEL	609.9791.42199	16.50
		190711	0303639-IN		050522 INV/DEL	609.9791.42199	2.50
		190711	0303641-IN		050522 INV/DEL	609.9792.42199	14.00
		190711	0303640-IN		050522 INV/DEL	609.9792.42199	18.00
							4,809.70
05/19/2022	MAIN	190712	7377643	WINE MERCHANTS	042822 INV	609.0000.14500	106.20
		190712	7377640		042822 INV	609.0000.14500	922.22
		190712	7377641		042822 INV	609.0000.14500	21.00
		190712	7377640		042822 INV	609.9791.42199	9.46
		190712	7377641		042822 INV	609.9791.42199	1.35
		190712	7377643		042822 INV	609.9792.42199	3.26
		190712	7377642		042822 DEL	609.9792.42199	0.11

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Check Date	Bank	Check #	Invoice	Payee	Description	GL #	Amount
05/19/2022	MAIN	190713	0965280921	XCEL ENERGY (N S P)	050622 51-5047554-2	101.2100.43810	1,318.41
		190713	0965280921		050622 51-5047554-2	101.2200.43810	1,318.41
		190713	96378336		042822 51-4159572-0	101.3160.43810	9.35
		190713	963783332		042822 51-0013562395-2	101.3160.43810	9.82
		190713	0965343444		050622 51-0011136455-0	240.5500.43810	663.08
		190713	0963160955		042522 51-0012949181-3	601.9600.43810	1,038.02
		190713	0963160955		042522 51-0012949181-3	604.9600.43810	(21.05)
							4,336.04
05/19/2022	MAIN	39 (A)	12741936	ALLIED UNIVERSAL SECURITY SISEURITY	042222-042322 JPM	101.5129.43050	152.00
				TOTAL - ALL FUNDS	TOTAL OF 161 CHECKS		756,258.60

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Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/06/2022	PR	90442	LAW ENFORCEMENT LABOR SERVICES	1,300.00	1,300.00	0.00	Open
05/06/2022	PR	90443	LAW ENFORCEMENT LABOR SERVICES	130.00	130.00	0.00	Open
05/06/2022	PR	90444	INSCCU	112.00	112.00	0.00	Open
05/06/2022	PR	EFT579	COL HTS LOCAL 1216	200.00	200.00	0.00	Open
05/06/2022	PR	EFT580	COLHTS FIREFIGHTER ASSN	110.00	110.00	0.00	Open
05/06/2022	PR	EFT581	MN GARNISHMENTS	112.00	112.00	0.00	Void
05/06/2022	PR	EFT582	MSRS MNDGP PLAN 650251	3,345.57	3,345.57	0.00	Open
05/06/2022	PR	EFT583	HSA BANK	8,131.05	8,131.05	0.00	Open
05/06/2022	PR	EFT584	VANTAGEPOINT TRANSFER 457	20,000.48	20,000.48	0.00	Open
05/06/2022	PR	EFT585	IRS	84,058.05	84,058.05	0.00	Open
05/06/2022	PR	EFT586	PERA 397400	80,832.55	80,832.55	0.00	Open
05/06/2022	PR	EFT587	COL HGTS POLICE ASSN	142.50	142.50	0.00	Open
05/06/2022	PR	EFT588	VANTAGEPOINT TRANSFER AGENTS	724.81	724.81	0.00	Open
05/06/2022	PR	EFT589	VANTAGEPOINT TRANSFER -401	2,302.23	2,302.23	0.00	Open
05/06/2022	PR	EFT590	STATE OF MN TAX	17,231.12	17,231.12	0.00	Open
05/06/2022	PR	EFT591	FINANCIAL ONE	70.00	70.00	0.00	Open
Totals:				Number of Checks: 016	218,802.36	218,802.36	0.00
Total Physical Checks:			3				
Total Check Stubs:			13				



AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	MAY 23, 2022

ITEM:	Approve 42 Central Limited Partnership Development Planning Contract (Reuter Walton Project)									
DEPARTMENT:	Community Development	BY/DATE: Aaron Chirpich – 5-16-22								
CITY STRATEGY: <i>(please indicate areas that apply by adding a bold “X” in front of the selected text below)</i>										
<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>X Economic Strength</td> <td>X Excellent Housing/Neighborhoods</td> </tr> <tr> <td>X Equity and Affordability</td> <td>_ 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	X Economic Strength	X Excellent Housing/Neighborhoods	X Equity and Affordability	_ Strong Infrastructure/Public Services	_ Opportunities for Play and Learning	_ Engaged, Multi-Generational, Multi-Cultural Population
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X Economic Strength	X Excellent Housing/Neighborhoods									
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_ Opportunities for Play and Learning	_ Engaged, Multi-Generational, Multi-Cultural Population									

BACKGROUND:

In June of 2021, Reuter Walton Development, LLC (the “Developer”) received land-use approvals for the construction of a 62-unit affordable housing project (the “Project”) to be located on the vacant portion of the City’s Public Safety campus at 825 41st Avenue NE. Reuter Walton is currently under contract to purchase the property from the City, and the project is expected to break ground in early July.

As a condition approval for the project, Reuter Walton is required to enter into a Development Planning Contract (the “Contract”) with the City to ensure proper completion of the site improvements that are located in the public right-of-way (the “Public Improvements”). As part of Contract, the Developer is obligated to deposit escrow funds with the City that cover the cost of the Public Improvements and the cost of City inspections for the installation of the improvements. If the developer fails to complete the Public Improvements in a manner consistent with City expectations, the City can use the escrow funds to complete the work. In addition to the City’s escrow requirements for the project, there are escrow requirements imposed by the primary lender for the project, in this case, the U.S. Department of Housing and Urban Development (“HUD”). Because of the additional escrow requirements of HUD, the City has agreed to reduce the escrow amount collected by the City because HUD is collecting escrow funds for the same improvements.

In addition to stating the standards for the completion of the Public Improvements and securing the required escrow, the Contract also specifies the amount of park dedication funding owed by the Developer as part of the Project approval. In this case, the Developer will pay the City a park dedication fee of \$70,000.

RECOMMENDED MOTION(S):
MOTION: Move to waive the reading of Resolution 2022-55, there being ample copies available to the public.
MOTION: Move to approve Resolution 2022-55, a resolution of the City Council for the City of Columbia Heights, Minnesota, approving the execution of a Development Planning Contract, between 42 Central Limited Partnership and the City of Columbia Heights.

ATTACHMENT(S):

- **Resolution 2022-55**
- **Development Planning Contract**

A resolution of the City Council for the City of Columbia Heights, Minnesota, approving the execution of a Development Planning Contract, between 42 Central Limited Partnership and the City of Columbia Heights.

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 City has entered into a purchase agreement with Reuter Walton Development, LLC (the "Developer") for the sale of a portion of City property located at 825 41st Avenue NE (the "Property").

1.02 The Developer has proposed to construct approximately 62 workforce housing apartment units (the "Project") to be located on the Property.

1.03 The City Council approved a Planned Unit Development District Plan (the "PUD") for the Project on June 14, 2021.

1.04 As a condition of the Project approval and approval of the PUD, the Developer is required to enter a development planning contract (the "Contract") with the City to ensure proper completion of certain site improvements to be constructed in the public right-of-way (the "Developer Public Improvements").

1.05 The Contract also requires the Developer to remit a park dedication fee to the City as outlined in the Contract.

Section 2. Approvals.

2.01 The City Council approves the Contract in substantially the form on file in City Hall. The Mayor and the City Manager are hereby authorized and directed to execute and deliver the Contract on behalf of the City. All of the provisions of the Contract, 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 Contract shall be substantially in the form on file with the City which is 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 Contract and this resolution.

ORDER OF THE CITY COUNCIL

Passed this 23rd day of May 2022.

Offered by:

Seconded by:

Roll Call:

Attest:

Amáda Márquez Simula, Mayor

Sara Ion, City Clerk

DEVELOPMENT PLANNING CONTRACT
FOR
42 CENTRAL LIMITED PARTNERSHIP
COLUMBIA HEIGHTS, MINNESOTA

THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen Ltd. (TRW)
City Attorney
400 Northtown Financial Plaza
200 Coon Rapids Blvd.
Coon Rapids, MN 55433
Telephone: (763) 780-8500

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CITY OF COLUMBIA HEIGHTS

DEVELOPMENT CONTRACT FOR

42 CENTRAL LIMITED PARTNERSHIP

THIS DEVELOPMENT CONTRACT (“**Development Contract**”) is made and entered into on the _____ day of _____, 2022, by and between the CITY OF COLUMBIA HEIGHTS, a municipality of the State of Minnesota, (the “**City**”), and 42 CENTRAL LIMITED PARTNERSHIP, a Minnesota limited partnership (the “**Owner**” and the “**Developer**”).

WHEREAS, the Developer or its affiliate has applied to the City for Planned Unit Development (“**PUD**”) approval for the development of a new 62-unit affordable apartment complex with underground parking ramp to be located at 800 4nd Avenue NE Columbia Heights, MN 55421;

WHEREAS, by Ordinance 1666, and Resolution No. 2021-47 the City has approved the PUD referenced in such Ordinance and Resolution, subject to (among other items) the Developer entering into this Development Contract, and subject to the terms and conditions contained herein;

WHEREAS, the Developer has filed the Development Plans (defined below) with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been submitted to and approved by the Director of the Community Development Department of the City, or his or her designee (the “**City Representative**”);

NOW, THEREFORE, subject to the terms and conditions of this Development Contract and in reliance upon the representations, warranties and covenants of the parties herein contained, the City, Owner and Developer agree as follows:

ARTICLE L
DEFINITIONS

The following terms, unless elsewhere defined specifically in the Development Contract, shall have the following meanings as set forth below.

- 1.1. **COUNCIL**. “**Council**” means the Council of the City of Columbia Heights.
- 1.2. **COUNTY**. “**County**” means Anoka County, Minnesota.
- 1.3. **DEVELOPER; OWNER**. “**Developer**” and “**Owner**” each mean and refer to 42 CENTRAL LIMITED PARTNERSHIP, a Minnesota limited partnership.

- 1.4. **DEVELOPER DEFAULT.** “**Developer Default**” means and includes, jointly and severally, any event and continuance of the following or any combination thereof beyond the cure periods set forth in Section 7.1:
- A. failure by the Developer to timely pay the City any money required to be paid under the Development Contract;
 - B. failure by the Developer to timely construct the Developer Public Improvements according to the Development Plans;
 - C. failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Development Contract;
 - D. breach of the Developer Warranties.
- 1.5. **DEVELOPER IMPROVEMENTS.** “**Developer Improvements**” means and includes all the improvements specified to be constructed in accordance with the Development Plans, including but not limited to, the Developer Public Improvements.
- 1.6. **DEVELOPER PUBLIC IMPROVEMENTS.** “**Developer Public Improvements**” means and includes, jointly and severally, all the improvements identified and checked on the attached Exhibit C. Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way and which are to be approved and later accepted by the City. Developer Public Improvements are included within the definition Developer Improvements.
- 1.7. **DEVELOPMENT PLANS.** “**Development Plans**” means all those plans, drawings, specifications and surveys identified and checked on the attached Exhibit B and hereby incorporated by reference and made a part of this Development Contract.
- 1.8. **DEVELOPMENT PROPERTY.** “**Development Property**” means that certain real property, as the same may be improved from time-to-time, legally described as:
- See attached Exhibit A.
- 1.9. **FORCE MAJEURE.** “**Force Majeure**” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, epidemics, pandemics, or similar public health emergencies (including COVID-19), fire or other casualty to the Developer Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising their rights under this Development Contract), including without limitation condemnation or threat of condemnation of any portion of the Developer Property, which directly result in delays.

1.10. **FORMAL NOTICE.** “Formal Notice” means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it with a nationally recognized courier service for overnight delivery, or by depositing it in the United States Mail and in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City: City of Columbia Heights
Attention: City Manager
590 40th Avenue N.E.
Columbia Heights, Minnesota 55421

If to Developer: 42 Central Limited Partnership
c/o Reuter Walton Development, LLC
Attention: Nick Walton
4450 Excelsior Boulevard
Suite 400
Saint Louis Park, MN 55416

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2
DEVELOPER IMPROVEMENTS

2.1. **DEVELOPER IMPROVEMENTS.** The Developer shall install at the Development Property, at Developer’s own cost, the Developer Improvements in accordance with the Development Plans. Subject to Force Majeure, the Developer Improvements shall be completed by August 1, 2024 and except as completion dates are extended by subsequent resolution of the Council. Failure of the City to promptly take action to enforce this Development Contract after expiration of time in which the Developer Improvements are to be completed shall not waive or release any rights of the City. The City may take action at any time thereafter, and the terms of this Development Contract shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City’s reasonable satisfaction.

2.2. **BOULEVARD AND AREA RESTORATION.** The Developer shall cause its general contractor to lay cultured sod in all boulevards and restore all other areas disturbed by the development grading operation on or before thirty (30) days after the Development Property receives its certificate of occupancy, and in accordance with the approved erosion control plan, over the Development Property.

- 2.3. **STREET MAINTENANCE.** The Developer shall cause its general contractor to clear, on a daily basis, any soil, earth or debris from the streets and any stormwater BMP facilities within or adjacent to the Development Property resulting from the grading or building on the land within the Development Property by the Developer or its agents, and shall restore to the City's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.
- 2.4. **OCCUPANCY.** Unless otherwise agreed to by the City, no final or permanent certificate of occupancy for any building in the Development Property shall occur until the Developer Improvements have been fully and completely installed in accordance with the Development Plans. A Atemporary occupancy permit may be issued by the City even if the landscaping required hereunder are not fully completed.
- 2.5. **APPROVAL OF CONTRACTORS AND ENGINEER.** Any contractor or engineer selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the City Representative, which approval shall not be unreasonably withheld; provided however that the City hereby specifically approves **Anderson Engineering** for engineering purposes, **DJR Architects**, for architecture purposes, and **Frana Companies**, for general contracting purposes and each of their respective subcontractors and material suppliers.
- 2.6. **CONSTRUCTION.** The construction, installation, materials and equipment related to Developer Public Improvements shall be completed in accordance with the Development Plans. The Developer shall cause the contractors to furnish the City Representative with a written schedule of proposed operations, subcontractors and material suppliers, at least five business (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three business (3) days prior to starting construction of any Developer Public Improvements.
- 2.7. **INSPECTION.** The City Representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the City Representative two (2) business days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 8 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.
- 2.8. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the

Developer Public Improvements. Developer shall timely pay all contractors, subcontractors and materials suppliers of the Developer Public Improvements and the Developer shall obtain and keep on file final lien waivers from all contractors, subcontractors and materials suppliers of the Developer Public Improvements.

- 2.9. **REPLACEMENT OF DEVELOPER PUBLIC IMPROVEMENTS.** If, within one (1) year after acceptance of the Developer Public Improvements by the City, any of the Developer Public Improvements become defective in the commercially reasonable judgment of the City, Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, such defective work or materials within thirty (30) days after Formal Notice from the City to Developer.
- 2.10. **CITY ACCEPTANCE.** The Developer shall give Formal Notice to the City within fifteen (15) days after the Developer Public Improvements have been completed in accordance with this Development Contract, the Development Plans, and City ordinances. The City shall, within thirty (30) days after receipt of such Formal Notice, inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not conform to this Development Contract, the Development Plans, or City ordinances. If the City agrees that all Developer Public Improvements have been completed in accordance with this Development Contract, the Development Plans, and City ordinances, the City shall give Formal Notice of its approval of the Developer Public Improvements and the Developer Public Improvements shall become the property of the City without any further action required of the Developer. If the Developer Public Improvements do not comply with any of this Development Contract, the Development Plans, or City ordinances, the City shall give Formal Notice to the Developer of the need for further work to achieve such compliance, and Developer shall promptly make best efforts to achieve such compliance in an expedient fashion.

ARTICLE 3 **RESPONSIBILITY FOR COSTS**

- 3.1. **DEVELOPER IMPROVEMENT COSTS.** The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.
- 3.2. **ENFORCEMENT COSTS.** The Developer shall pay the City for costs incurred in the enforcement of this Development Contract, including engineering and attorneys' fees. Provided, however, notwithstanding the foregoing, in the event of litigation relate to this Development Contract, the non-prevailing party shall be obligated to pay the prevailing party its reasonable attorneys' fees and costs. .

- 3.3. **TIME OF PAYMENT.** The Developer shall pay amounts for which it is responsible to the City under this Development Contract within thirty (30) days after delivery of an invoice from the City. Invoices not paid within thirty (30) days shall accrue interest at the rate of 6% per year, beginning from the date that is thirty (30) days after the date the invoice is received by Formal Notice and continuing until such time that the invoiced amount, plus all interest accrued thereon, has been paid in full.

ARTICLE 4
DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

- 4.1. **DEVELOPER REPRESENTATIONS AND WARRANTIES.** Developer hereby represents and warrants that it is organized and in good standing under the laws of the State of Minnesota, it is qualified to do business in the State of Minnesota, and that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Development Contract (the “**Developer Warranties**”).
- 4.2. **DEVELOPER COVENANTS.** Developer hereby covenants to the City as follows:
- A. **OBTAINING PERMITS.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- B. **CONSTRUCTION STAGING.** Prior to the issuance of construction permits, the Developer shall submit proposed construction routes and construction access locations for review and approval by the City Representative. The Developer shall also provide a construction staging plan depicting material storage areas and contractor parking areas. A right of way permit is required for any construction related impacts to the public right of way. Developer agrees to stage materials and make use of access routes only as depicted by the plans approved by the City Representative.
- C. **CONTINUING COMPLIANCE WITH LAWS.** Developer will comply with all applicable federal, state and local statutes, laws and regulations (including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation) affecting the Development Plans and the Developer Improvements.
- D. **ONE YEAR WARRANTY ON PROPER WORK AND MATERIALS.** The Developer warrants all work required to be performed by it under this Development Contract with respect to the Developer Public Improvements against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The Developer shall be solely responsible for all costs of performing repair work required by the City with

respect to the Developer Public Improvements within thirty (30) days of the repair work being completed.

ARTICLE 5
CITY REPRESENTATIONS AND WARRANTIES

The City hereby represents and warrants that it is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota, and that it has the right, power, legal capacity and authority to enter into and perform its obligations under this Development Contract.

ARTICLE 6
INDEMNIFICATION

- 6.1. **INDEMNIFICATION OF THE CITY.** Except to the extent the following arise solely from the willful misconduct or gross negligence of the City, the Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, results from or relates to:
- A. breach by the Developer of the Developer Warranties;
 - B. failure of the Developer to timely construct the Developer Public Improvements according to the Development Plans and the City ordinances;
 - C. failure by the Developer to observe or perform any covenant, condition, or obligation to be observed or performed by the Developer under this Development Contract;
 - D. failure by the Developer to pay contractors, subcontractors, laborers, or materialmen in relation to the Developer Improvements;
 - E. failure to obtain the necessary permits and authorizations to construct the Developer Improvements;

Notwithstanding the foregoing, if the United States Department of Housing and Urban Development ("HUD") is ever deemed the "Owner" of all or part of the property described on Exhibit "A", HUD shall not be subject to the indemnification provisions contained in this Section 6.1. HUD prohibits and does not authorize any expenditure which would violate 31 USC 1341 (the "Anti-Deficiency Act"). Any provision of this Agreement which violate(s)(d) the Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement,

indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future. Additionally, any indemnification obligation of “Owner” 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 Owner and HUD.

ARTICLE 7
CITY REMEDIES UPON DEVELOPER DEFAULT

- 7.1. **CITY REMEDIES.** If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default, specifying the nature of the asserted default, and the Developer shall have a period of thirty (30) days within which to cure the default, or such longer period not to exceed ninety (90) days so long as the Developer has commenced the cure within thirty (30) days and diligently pursue the cure to completion (the “**Cure Period**”). At the sole discretion of the City Representative, the Cure Period may be extended by the City for a reasonable period of time (the “**Extended Cure Period**”), provided that the Developer submits to the City, within the Cure Period, a Formal Notice identifying a reasonable plan and timeline for cure of the default. If the Developer does not cure the Developer Default within the Cure Period or Extended Cure Period, as applicable, or if Developer at any time during the Extended Cure Period has failed to diligently pursue to completion the plan identified by Developer in its request for extension of the Cure Period, then the City may avail itself of any remedy afforded by law and any of the following remedies:
- A. the City may specifically enforce this Development Contract;
 - B. the City may suspend any work improvement or obligation to be performed by the City under this Development Contract;
 - C. if the Developer Default relates to the initial construction of the Developer Public Improvements, the City may collect on the cash deposit as provided for under Sections 8.1 and 8.2 hereof;
 - D. to the extent not previously issued, the City may deny building and occupancy permits for buildings within the Development Property;
 - E. the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after receipt of an invoice by the City reimburse the City for any costs and expenses incurred by the City, together with interest thereon to the extent applicable pursuant to Section 3.3 above. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer and Owner hereby waive any and all procedural and substantive objections to the installation and construction other work and improvements and the special assessment resulting therefrom,

including but not limited to notice and hearing requirement and any claim that the special assessments exceed benefit to the Development Property. The Developer and Owner hereby waive any appeal rights up to the “Total Cost and Escrow Amount” indicated on Exhibit C pursuant to Minn. Stat. 429.081.

Upon the occurrence and during the continuance of an event of default, the direct and indirect members of the Owner shall have the right to cure any such default and the City shall accept such default as if cured by the Owner itself.

- 7.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this Development Contract is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.
- 7.3. NO REMEDY EXCLUSIVE.** No remedy set forth herein conferred upon or reserved to the City shall 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 the Development Contract; provided, however, (i) the remedies set forth herein shall be the sole remedies available to City in the event of a Developer Default, and (ii) that the City shall not have the power to exercise both the remedy provided by Section 7.1(C) and, concurrently or sequentially, the remedy provided by Section 7.1(E), to the extent that the remedy in Section 7.1(C) provides reimbursement to the City for any costs and expenses incurred by the City. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or 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, it shall not be necessary to give notice, other than the Formal Notice.

ARTICLE 8 **ESCROW DEPOSIT**

- 8.1. ESCROW REQUIREMENT.** Contemporaneously herewith and to assure completion of the Developer Public Improvements the Developer shall deposit with the City a cash deposit in the amount of \$23,400 , as set forth on Exhibit C (the “**Security**”) The total escrow amount was calculated as shown on the attached Exhibit C. The cash deposit shall continue to be in full force and effect until released by the City pursuant to Section 8.2 below. Except as set forth below, the Security shall be maintained until the Developer Public Improvements have been accepted by the City and the warranty period under Section 4.2(D) hereof has expired. The Security shall secure compliance by the Developer to construct the Developer Public Improvements according to the Development Plans and the City standards and specifications and in accordance with the terms of this Development Contract. The City may draw down on the Security upon the occurrence of a default of the Developer to construct the

Developer Public Improvements according to the Development Plans and the City standards and specifications and in accordance with the terms of this Development Contract, following the notice and cure periods provided for in Section 7.1 hereof. With City approval, the Security may be reduced pursuant to Section 8.2 from time to time as financial obligations are paid.

Notwithstanding any provision herein to the contrary, Developer, in its sole discretion, may elect, on or after the date that the Developer Public Improvements are accepted by the City in accordance with Section 2.10 hereof, to provide to the City an irrevocable letter of credit to replace the Security being held by the City. The irrevocable letter of credit shall be in an amount equal to the then required amount of Security and shall be in such form and substance as reasonably approved by the City Finance Director and City Attorney. Such irrevocable letter of credit shall state that at least thirty (30) days prior to the expiration date thereof the issuance bank will notify the City if the issuing bank elects not to renew the letter of credit for an additional period. The City shall return to Developer any cash deposit serving as Security under the terms of this Development Contract within three (3) business days of Developer providing an acceptable irrevocable letter of credit.

8.2. ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER PUBLIC IMPROVEMENTS. Periodically, upon the Developer’s written request and upon completion by the Developer and acceptance by the City of any specific Developer Public Improvements, the Security may be reduced to an amount such that the percentage of the Security that has been released is proportional to the percentage of the Developer Public Improvements that have been completed, measured in terms of costs under the approved Development Plans. Notwithstanding the foregoing, thirty-four percent (34%) of the Security shall be held by the City until such time that the landscaping components of the Developer Public Improvements have been accepted by the City and the warranty period under Section 4.2(D) hereof has expired. In the alternative, provided at least ninety percent (90%) of the Developer Public Improvements have been completed, the Developer may post a bond or irrevocable letter of credit satisfactory to the City in an amount equal to thirty-four percent (34%) of the Security, which shall remain in place until the landscaping components of the Developer Public Improvements have been accepted by the City and the warranty period under Section 4.2(D) hereof has expired.

ARTICLE 9
MISCELLANEOUS

- 9.1. CITY’S DUTIES.** The terms of this Development Contract shall not be considered an affirmative duty upon the City to complete any Developer Improvements.
- 9.2. NO THIRD PARTY RECOURSE.** Third parties shall have no recourse against the City under this Development Contract.

- 9.3. **VALIDITY.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Development Contract is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Development Contract.
- 9.4. **BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable Development Contract shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the Developer.
- 9.5. **CONTRACT ASSIGNMENT.** The Developer may not assign this Development Contract without the written permission of the City, which may be given or withheld in the City's sole discretion.
- 9.6. **AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Development Contract in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Development Contract or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Development Contract, waive compliance by another with any of the covenants contained in this Development Contract and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Development Contract. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Development Contract shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 9.7. **GOVERNING LAW.** This Development Contract shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 9.8. **COUNTERPARTS.** This Development Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 9.9. **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Development Contract are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.
- 9.10. **INCONSISTENCY.** If the Development Plans are inconsistent with the words of this Development Contract or if the obligations imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

- 9.11. ACCESS.** The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property upon reasonable prior notice during regular business hours to perform all inspections deemed appropriate by the City during the installation of Developer Improvements by the Developer.
- 9.12. INSTALLATION AND MAINTENANCE OF LANDSCAPING AND SCREENING.** The following shall govern the installation and maintenance of landscaping, and of screening materials for the screening of trash handling equipment and mechanical equipment.
- A. All landscaping materials and screening materials shall be installed concurrently with site development and prior to issuance of a final certificate of occupancy for any building on the Property and shall conform to City code in all respects.
 - B. The Owner shall cause the landscaping required to be completed under this Development Contract to be maintained in reasonably satisfactory condition and/or replaced if necessary for a period of time to include two (2) full growing seasons, as defined by MnDOT specifications. In the event the City reasonably determines that the landscaping required under this Development Contract is not being maintained as required in this subsection, the City shall provide the Owner with Formal Notice of such failure and the Owner shall have sixty (60) days from receipt of such Formal Notice, or such longer period of time as is reasonable under the circumstances (i.e. weather permitting), to remedy such failure to the City's reasonable satisfaction.
 - C. The Owner shall be responsible for continued maintenance of fencing, landscaping and screening materials to remain in compliance with the requirements of this Section.
 - D. All Development Property turf irrigation systems shall include rain detecting shutoff devices to control irrigation function during wet weather.
- 9.13. PARK DEDICATION.** Subject to reduction for all applicable existing credits in favor of the Developer, the City hereby determines Park Dedication Fees in the amount of **\$70,000**, and that such fees shall be paid by Developer prior to issuance of full building permits. The calculation shall be as provided in Exhibit D.
- 9.14. RECORD DRAWINGS.** The Owner shall provide to the City, upon completion of the Developer Improvements, a complete set of drawings (the "**Record Drawings**") documenting the constructed or "as-built" condition of the Developer Improvements. The Record Drawings shall be submitted in electronic and hard copy form consistent with City requirements, and be provided to the City Representative within six (6) months of the completion of the Developer Improvements. Additionally, the Owner shall include in the Record Drawings GPS date of all sanitary sewer and water main

service locations at the service extensions or property lines. The GPS data shall include X, Y, and Z coordinate data consistent with City requirements.

9.15. **ADDITIONAL AGREEMENTS.**

- A. [Intentionally Omitted.]
- B. Erosion Control. Prior to issuance of a land alteration permit for the Development Property, Developer shall submit to City Representative and obtain City Representative's written approval of Stormwater Pollution Prevention Plan (SWPPP) for the Development Property. Developer's SWPPP must meet the Best Management Practices standards set by the Minnesota Pollution Control Agency and City standards. Developer's SWPPP shall include all perimeter erosion control features, turf restoration procedures, concrete truck washout areas and any other best management practices to be utilized within the Project.
- C. Stormwater Facilities Construction. "**Stormwater Facilities**" shall include: detention basins, retention basins, filtration systems (such as rainwater gardens, vegetated swales, infiltration basins, vegetated filters, filter strips, curbside parking lot islands, parking lot islands with curb-cuts, traffic islands, tree box filters, bioretention systems or infiltration trenches), underground systems (such as media filters, underground sand filters, underground vaults, sedimentation chambers, underground infiltration systems, pre-manufactured pipes, modular structures, hydrodynamic separators, and such other similar facilities as are necessary for the achievement of stormwater management objectives as would be accomplished by the above-referenced facilities. Stormwater Facilities shall be maintained by the Developer during construction of the Project and for a minimum of two (2) full growing seasons after completion of the Project to ensure that soil compaction, erosion, clogging, vegetation loss, channelization of flow or accumulation of sediment are not occurring, and thereafter by the Owner of the Property. Planting and maintenance plans, as applicable, for the installation of Stormwater Facilities, shall be submitted to the City Representative prior to any building permits being issued for the Project. Developer shall employ a qualified design professional to monitor construction of the Stormwater Facilities for conformance to the Minnesota Pollution Control Agency publication entitled "Minnesota Stormwater Manual" current edition. Maintenance techniques must be used during construction to protect the infiltration capacity of all Stormwater Facilities by limiting soil compaction to the greatest extent possible. This must include delineation of the proposed infiltration system with erosion control fencing prior to construction; installation of the infiltration system using low-impact earth moving equipment; and not allowing equipment, vehicles, supplies or other materials to be stored or allowed in the areas designated for Stormwater Facilities during construction.

In areas of structural infiltration Developer shall prior to construction of the infiltration system provide a plan that addresses: (i) construction management practices to assure infiltration systems will be functional; (ii), erosion control measures; (iii) infiltration capacity; (iv) performance specifications that the completed infiltration systems must meet to be considered functional by the City and (v) corrective actions that will be taken if the infiltration system does not meet the performance specification. All Stormwater Facilities must be inspected prior to final grading to ensure that the area is infiltrating as proposed and to determine if corrective measures are required to allow infiltration as proposed.

- D. Stormwater Facilities Monitoring. Field verification of post-construction infiltration rates must be provided to the City within 30 days after the first rainfall event of ½ inch or greater after the Stormwater Facilities become operational. If infiltration rates are less than what was proposed to the City Representative in the planting and maintenance plans referenced in Section 9.15(C) hereof, a plan to restore adequate infiltration must be provided within 90-days of the field verification test. The work required to bring the Stormwater Facilities into compliance must be implemented within 60 days of City approval of the plan. Pervious surfaces shall be stabilized with seed and mulch or sod and all impervious surfaces must be completed prior to final grading and planting of the Stormwater Facilities. If requested, Developer shall grant to any watershed district with jurisdiction over the Development Property (including the Mississippi Watershed Management Organization), easements relating to the maintenance and monitoring of the Stormwater Facilities, in form and substance as is customary for such easements.

9.16. TERMINATION AND RELEASE OF DEVELOPMENT CONTRACT.

Promptly after the Developer Improvements have been completed in accordance with the Development Plans, the City will furnish the Developer with a Certificate of Completion for the Developer Improvements in a form acceptable for recording in the Anoka County Recorder's Office and/or the Anoka County Registrar of Titles' Office. The Certificate of Completion shall be substantially in the form attached hereto as Exhibit E and shall be furnished by the City within thirty (30) days after requested by the Developer, and shall conclusively satisfy and terminate this Development Contract, including, without limitation, the Developer's obligations hereunder, other than those obligations set forth in Sections 2.9, 4.2D, 8.1, 8.2, and 9.12.B.

[SIGNATURES TO APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Development Contract as of

_____.

CITY:

CITY OF COLUMBIA HEIGHTS
a Minnesota municipal corporation

By: _____
Amáda Márquez Simula, Mayor

By: _____
Kelli Bourgeois, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by Amáda Márquez Simula and by Kelli Bourgeois, respectively being the Mayor and City Manager of the City of Columbia Heights, a Minnesota municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Development Contract as of

_____.

DEVELOPER & OWNER:

42 Central Limited Partnership
a Minnesota limited partnership

By: _____
Nick Walton
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Nick Walton, the President of 42 Central Limited Partnership, a Minnesota limited partnership, who executed the foregoing instrument on behalf of said partnership.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in Anoka County, Minnesota, legally described as follows:

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

EXHIBIT B

LIST OF DEVELOPMENT PLANS

Those certain plans, specifications and design drawings prepared by:

- Anderson Engineering
- DJR Architects

And submitted in connection with the land-use approvals and building permit applications for the Project, as subsequently amended, or modified and approved by the City.

42ND & CENTRAL – INDEX OF DRAWINGS

G000 COVER SHEET
G100 BUILDING CODE REVIEW
G101 LIFE SAFETY
G200 ACCESSIBILITY REQUIREMENTS

SURVEY

ALT/NSPS-1 LAND TITLE SURVEY

CIVIL

C-1 PRELIMINARY PLAT
C-2 SITE PLAN
C-3 GRADING PLAN
C-3A ENLARGED GRADING PLAN
C-4 EROSION CONTROL PLAN
C-5 UTILITY PLAN
C-6 CIVIL DETAILS 1
C-7 CIVIL DETAILS 2
C-8 CIVIL DETAILS 3
C-9 CIVIL DETAILS 4
D-1 DEMOLITION PLAN

LANDSCAPE ARCHITECTURE

L-1 PLANTING PLAN AND DETAILS

ARCHITECTURE

A001 ABBREVIATIONS AND GENERAL NOTES
A010 ARCHITECTURAL SITE PLAN
A011 SITE ACCESS PLAN
A100 FLOOR PLAN – LEVEL P1
A110 FLOOR PLAN – LEVEL 1
A120 FLOOR PLAN – LEVEL 2
A130 FLOOR PLAN – LEVEL 3
A140 FLOOR PLAN – LEVEL 4
A150 ROOF PLAN
A200 EXTERIOR ELEVATIONS
A201 EXTERIOR ELEVATIONS
A300 BUILDING SECTIONS
A350 WALL SECTIONS
A351 WALL SECTIONS
A360 STAIR 'A' PLAN & SECTION
A361 STAIR 'B' PLAN & SECTION
A362 ELEVATOR & TRASH CHUTE
A400 ENLARGED PLANS
A401 ENLARGED PLANS
A410 ENLARGED UNIT PLANS

A411 ENLARGED UNIT PLANS
 A450 INTERIOR ELEVATIONS
 A500 EXTERIOR DETAILS
 A501 EXTERIOR DETAILS - MASONRY
 A505 EXTERIOR DETAILS - WINDOWS
 A506 EXTERIOR DETAILS - WINDOWS & MAGIC PAK
 A507 EXTERIOR DETAILS - STOREFRONT
 A550 INTERIOR DETAILS
 A560 ELEVATOR DETAILS
 A561 STAIR DETAILS
 A600 CONSTRUCTION ASSEMBLIES – VERTICAL
 A601 CONSTRUCTION ASSEMBLIES – VERTICAL
 A602 CONSTRUCTION ASSEMBLIES – HORIZONTAL
 A620 OPENING SCHEDULE
 A710 RCP – LEVEL 1
 A720 RCP – LEVEL 2
 A730 RCP – LEVEL 3
 A740 RCP – LEVEL 4

STRUCTURAL

S000 COVER SHEET
 S001 GENERAL STRUCTURAL NOTES
 S002 TYPICAL DETAILS – FOUNDATION
 S003 TYPICAL DETAILS – STRUCTURAL CMU
 S004 TYPICAL DETAILS – NON-STRUCTURAL CMU
 S005 TYPICAL DETAILS - PRECAST
 S006 TYPICAL DETAILS – WOOD FRAMING DETAILS
 S007 TYPICAL DETAILS – WOOD SCHEDULES
 S008 TYPICAL DETAILS – WOOD STAIR FRAMING
 S009 TYPICAL DETAILS – WOOD ELEVATOR FRAMING
 S100 FOUNDATION PLAN – PARKING LEVEL
 S110 FRAMING PLAN – LEVEL 1
 S110L LOADING PLAN – LEVEL 1
 S120 FRAMING PLAN – LEVEL 2
 S130 FRAMING PLAN – LEVEL 3
 S140 FRAMING PLAN - LEVEL 4
 S150 ROOF FRAMING PLAN
 S200 FOUNDATION DETAILS
 S300 FRAMING DETAILS
 S520 WOOD FRAMING DETAILS
 S521 WOOD FRAMING DETAILS
 S522 WOOD FRAMING DETAILS

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P000 PLUMBING TITLE SHEET
 P010 UNDERGROUND PLUMBING PLAN
 P100 LEVEL P1 PLUMBING PLAN
 P110 LEVEL 1 PLUMBING PLAN
 P120 LEVEL 2 PLUMBING PLAN

P130 LEVEL 3 PLUMBING PLAN
 P140 LEVEL 4 PLUMBING PLAN
 P150 ROOF PLUMBING PLAN
 P200 PLUMBING ISOMETRICS
 P201 PLUMBING ISOMETRICS
 P202 PLUMBING ISOMETRICS
 P203 PLUMBING ISOMETRICS
 P204 PLUMBING ISOMETRICS
 P205 PLUMBING ISOMETRICS
 P206 PLUMBING ISOMETRICS
 P207 PLUMBING ISOMETRICS
 P208 PLUMBING ISOMETRICS
 P209 PLUMBING ISOMETRICS
 P300 PLUMBING DETAILS
 P400 PLUMBING SCHEDULES

MECHANICAL

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 M100 LEVEL P1 MECHANICAL PLAN
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 M120 LEVEL 2 MECHANICAL PLAN
 M130 LEVEL 3 MECHANICAL PLAN
 M140 LEVEL 4 MECHANICAL PLAN
 M150 ROOF MECHANICAL PLAN
 M400 ENLARGED MECHANICAL PLAN
 M600 TYPICAL UNIT PLANS
 M601 TYPICAL UNIT PLANS
 M700 GAS ISOMETRIC
 M800 MECHANICAL DETAILS
 M900 MECHANICAL SCHEDULES

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E000 ELECTRICAL TITLE SHEET
 E001 ELECTRICAL GENERAL NOTES
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 E300 ELECTRICAL POWER PLAN – LEVEL P1
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 E600 ELECTRICAL UNIT PLANS
 E601 ELECTRICAL UNIT PLANS

E700 ELECTRICAL DETAILS
E800 ELECTRICAL SCHEDULES
E801 ELECTRICAL SCHEDULES
E802 ELECTRICAL SCHEDULES
E900 ELECTRICAL DIAGRAM

INTERIOR DESIGN

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I002 INTERIOR FINISH SCHEDULE
I003 INTERIOR FINISH SCHEDULE
I004 INTERIOR FINISH SCHEDULE
I100 INTERIOR FINISH PLAN – LEVEL P1
I110 INTERIOR FINISH PLAN – LEVEL 1
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I130 INTERIOR FINISH PLAN – LEVEL 3
I140 INTERIOR FINISH PLAN – LEVEL 4
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I301 INTERIOR ELEVATIONS
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I400 ENLARGED INTERIOR FINISH PLANS
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I700 INTERIOR RCP – LEVEL P1
I710 INTERIOR RCP – LEVEL 1
I720 INTERIOR RCP – LEVEL 2
I730 INTERIOR RCP – LEVEL 3
I740 INTERIOR RCP – LEVEL 4
I750 ENLARGED INTERIOR RCP

42ND & CENTRAL – PROJECT MANUAL SECTIONS**COVER PAGE****DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

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00 01 05	Certifications Page
00 01 10	Table of Contents
00 21 13	Instructions to Bidders
00 31 32	Geotechnical Data
00 31 32.1	Geotechnical Evaluation Report
00 41 00	Owner – Contractor Agreement HUD Form 9244M
00 72 00	General Conditions <u>AIA Document A201-2017</u>
00 72 00.1	General Conditions, AIA B108-2009 HUD Form 6-8-92408M
00 73 00	Supplementary Conditions HUD Form 92554M HUD Form 6-10A-Design Architect Certification HUD Form 6-10C-PLI <u>Minnesota Department of Labor and Industry Prevailing Wages for State Funded Construction Projects - Hennepin County</u>

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01 30 00	Administrative Requirements
01 31 00	Project Management and Coordination
01 33 00	Submittal Procedures
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02 41 16	Structural Demolition
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03 20 00	Concrete Reinforcing
03 30 00	Cast-In-Place Concrete
03 41 00	Precast Structural Concrete
03 54 13	Gypsum Cement Underlayment
03 62 13	Non-Metallic Non Shrink Grouting

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04 22 13 Architectural Concrete Masonry
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 08 14 00 Wood Doors
 08 31 10 Access Doors
 08 36 13 Sectional Overhead Doors
 08 41 13 Aluminum Entrances and Storefronts
 08 54 00 Windows and Patio Doors
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 09 30 00 Tiling
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 09 65 00 Resilient Flooring
 09 68 00 Carpeting

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 10 28 13 Toilet Accessories
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 10 57 00 Wardrobe and Closet Specialties
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12 20 00 Window Treatments
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21 01 00 FIRE PROTECTION GENERAL PROVISIONS
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 22 11 00 DOMESTIC BUILDING WATER SYSTEMS
 22 13 00 SOIL AND WASTE PIPING SYSTEMS
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 23 05 40 MECHANICAL SOUND AND VIBRATION CONTROL
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 23 07 00 HVAC SYSTEMS INSULATION
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23 09 00 AUTOMATIC TEMPERATURE CONTROL
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 23 21 20 HYDRONIC SYSTEMS EQUIPMENT
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 26 24 13 SWITCHBOARDS
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 26 27 13 ELECTRIC METERING
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 26 27 26 WIRING DEVICES
 26 28 13 FUSES
 26 28 16 DISCONNECT SWITCHES
 26 29 13 MOTOR STARTERS AND CONTROLS
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32 17 23 Pavement Markings
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32 32 23 Segmental Retaining Walls
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33 11 16 Site Water Distribution Piping
33 31 11 Site Sanitary Utility Sewerage Piping
33 41 11 Site Storm Utility Drainage Piping
33 46 13 Foundation Drainage

FINAL PAGE

EXHIBIT C

DEVELOPER PUBLIC IMPROVEMENTS AND REQUIRED ESCROW

Improvements and Escrow Items

ITEM	COST
Utilities and Storm Water BMP	\$
Concrete Curb and Gutter	\$
Sidewalks	\$11,500
Alley Reconstruction	\$
Landscaping	\$8,000
Erosion Control and Restoration	\$
Subtotal:	\$19,500
Multiplied by: 1.20	\$23,400
TOTAL COST AND ESCROW AMOUNT:	\$23,400

In addition to the escrow required above, the Developer shall also deposit **\$5,000** in cash with the City contemporaneously with execution of this Development Contract. This \$5,000 shall be to pay the City for the past and future engineering site inspection fees with the City’s standard rates charged for such tasks. The City represents to the Developer that the sum of \$0 is presently outstanding for such site inspection fees and that no additional amount will be charged to the Developer for engineering site inspection fees incurred prior to the effective date of this Development Contract. Upon acceptance of the Developer Public Improvements, the City shall return to the Developer any remaining portion of the \$5,000 not otherwise charged against the Developer for engineering inspections performed by the City. To the extent the engineering inspection fees, calculated according to the City’s standard rates, exceed the \$5,000 deposit; the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT D

PARK DEDICATION CALCULATION

Per City Code Section 9.116- Subdivision Regulations, the Owner shall submit to the City a park dedication fee equal to 10% of the market value of the Property in an underdeveloped state. The market value of the Development Property has been established at \$700,000, as evidenced in the approved tax increment financing plan for the Project. As such, the park dedication fee equals **\$70,000.**

EXHIBIT E

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION**42 CENTRAL LIMITED PARTNERSHIP, COLUMBIA HEIGHTS, MINNESOTA**

WHEREAS, the CITY OF COLUMBIA HEIGHTS, a municipality of the State of Minnesota, (the “City”), and 42 Central Limited Partnership, a Minnesota limited partnership (the “Developer”), entered into that certain Development Planning Contract dated _____, 2022 (as amended, the “Contract”) requiring the Developer to construct and install the Developer Improvements, at the Development Property, in accordance with the Development Plans and City standards (all terms not defined herein shall have the meaning given such term in the Contract); and

WHEREAS, the Contract contains certain covenants and obligations related to the completion of the Developer Improvements; and

WHEREAS, the Developer has performed said covenants and obligations insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this Certification of Completion as provided for in Section 9.16 of the Contract.

NOW, THEREFORE, this is to certify that all Developer Improvements specified to be constructed by the Developer have been completed and the agreements and covenants in the Contract relating to the construction of the Developer Improvements, except for those obligations set forth in more detail in Section 9.16 of the Contract, have been performed by the Developer, and this Certificate of Completion is intended to be a conclusive determination of the satisfactory termination of the covenants and conditions of the Contract relating to the completion of the Developer Improvements, but those covenants and obligations set forth in more detail in Section 9.16 of the Contract shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

CITY:

CITY OF COLUMBIA HEIGHTS
a Minnesota municipal corporation

By: _____

Name: _____

Its: Mayor

By: _____

Name: _____

Its: City Manager

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and by _____, respectively being the Mayor and City Manager of the City of Columbia Heights, a Minnesota municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation.

Notary Public



AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	MAY 23, 2022

ITEM:	Annual declaration that the City of Columbia Heights does NOT waive the monetary limits on the Municipal Tort Liability under Minnesota Statutes, Section 466.04.	
DEPARTMENT:	Finance	BY/DATE: Joseph Kloiber, Finance Director/ May 17
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 type="checkbox"/> Strong Infrastructure/Public Services
	<input type="checkbox"/> Opportunities for Play and Learning	<input type="checkbox"/> Engaged, Multi-Generational, Multi-Cultural Population

BACKGROUND:

The City purchases its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). Staff is currently preparing the renewal application for the policy period June 1, 2022 through May 31, 2023. The LMCIT requires that member cities document annually whether or not they waive the tort liability limits established for municipalities by Minnesota Statutes, Section 466.04.

With certain exceptions, the City’s general liability insurance provides up to \$2 million per claim and up to \$3 million in aggregate claims per year. In addition, the City carries coverage termed “excess liability” or “umbrella” coverage for up to an additional \$1 million. Minnesota Statutes Section 466.04 however, limits a city’s liability for certain types of claims to less than this policy coverage. If the City does not waive these lower limits provided by statute, LMCIT will only payout the (lower) statutory limit for any applicable claims.

Consequently, the LMCIT prices its liability premiums lower for Cities that do not waive the statutory limits. The City’s insurance agent is aware of no MN cities that chose to waive these statutory limits for the most recent policy period. Staff estimates that the annual savings in premium costs for the City of Columbia Heights are \$15,000 by not waiving the statutory limits.

The attached information from LMCIT provides additional detail on the effects of waiving or not waiving the statutory limits under different scenarios.

RECOMMENDED MOTION(S):
MOTION: Move to declare that the City of Columbia Heights does NOT waive the monetary limits on municipal tort liability under Minnesota Statutes, section 466.04.

ATTACHMENT(S):

LMCIT Coverage Waiver Form



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:
City of Columbia Heights

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: May 23, 2022

Signature: _____ Position: City Manager