# ECONOMIC DEVELOPMENT AUTHORITY AGENDA 

February 1, 2021
6:00 PM
Public Safety Building
Lower Level Training Room
825 41st Avenue, NE
Columbia Heights, MN 55421

NOTICE THAT THIS MEETING MAY BE CONDUCTED BY A COMBINATION OF IN-PERSON AND ELECTRONIC MEANS
Following a determination by City Manager Kelli Bourgeois, and emergencies declared by the United States, The State of Minnesota, and the Columbia Heights Mayor \& City Council, this meeting may, pursuant to Minn. Stat. § 13D.021, occur by a combination of in-person and electronic means. In all meeting formats whether solely in-person or a combination of inperson and electronic means, members of the public who wish to attend may do so by attending in-person or by calling 1-312-626-6799 and entering meeting ID 8633305 4319, and passcode 879111 at the scheduled meeting time. If there are any questions about this notice or attending/calling in to the meeting, please contact the City Clerk at (763) 706-3611.

## 1. Call to Order

2. Roll Call
3. Pledge of Allegiance

## CONSENT AGENDA

4. Approve regular meeting minutes of January 4, 2021
5. Approve Financial Reports and Payment of Bills for December, 2020-Resolution 202103.

Motion: Move to approve the Consent Agenda as presented.

## BUSINESS ITEMS

6. Approve Hazardous Material Abatement Contract for 1002 40th Avenue NE.

Motion: Move to accept the low bid from Hummingbird Environmental LLC, for the removal of all hazardous materials located at 1002 40th Avenue NE; and furthermore, to authorize the President and Executive Director to enter into agreement for same.
7. Façade Improvement Grant Award Recommendation for GLT Properties LLC Resolution 2021-04.

Motion: Move to waive the reading of Resolution 2021-04, there being ample copies available to the public.

Motion: Move to adopt Resolution 2021-04, a resolution approving the form and substance of the Façade Improvement Grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a Facade Improvement Grant agreement with GLT Properties LLC.

## CLOSED EXECUTIVE SESSION

8. Discuss the potential acquisition of redevelopment property.
9. Re-convene Regular Meeting

## 10. Adjourn

# ECONOMIC DEVELOPMENT AUTHORITY (EDA) <br> MINUTES OF THE MEETING OF <br> JANUARY 4, 2021 

The meeting was called to order at $6: 00 \mathrm{pm}$ by Chair Szurek.
Members Present: $\quad$ Novitsky, Buesgens (Zoom), Murzyn, Herringer, Jacobs, Simula (Zoom), and Szurek.

Staff Present: Aaron Chirpich (Community Development Director), Mitch Forney (Community Development Coordinator), Kelli Bourgeois (City Manager), and Shelley Hanson (Secretary).

## PLEDGE OF ALLEGIANCE- RECITED

## ELECTION OF OFFICERS-

Chirpich asked for nominations for the officer positions.
Herringer nominated Szurek for President of the Economic Development Authority. There were no other nominations. A Roll Call vote was taken of all members.
Ayes- All ayes
Herringer nominated Buesgens for Vice President of the Economic Development Authority. There were no other nominations. A Roll Call vote was taken of all members.
Ayes- All ayes.
Novitsky nominated Herringer for Treasurer of the Economic Development Authority. There were no other nominations. A Roll Call vote was taken of all members.
Ayes- All ayes.
It was noted that the Administrative Assistant to Community Development will serve as the Secretary of the Economic Development authority.

## $\underline{2021}$ Officers are as follows:

## Szurek is President <br> Buesgens is Vice President <br> Herringer is Treasurer

Chirpich also noted that the EDA Bylaws state the City Manager serves as the Executive Director, The Community Development Director serves as the Deputy Director, and the Finance Director serves as the Assistant Treasurer of the Economic Development Authority.

## CONSENT AGENDA

1. Approve the minutes from the special meeting of December 21, 2020.
2. Approve Financial Report and Payment of Bills for November 2020-Resolution 2021-01

There were no questions.

EDA Minutes
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January 4, 2021

Motion by Novitsky, seconded by Murzyn, to approve the consent agenda as presented. A Roll Call vote was taken of all members. All ayes. MOTION PASSED.

## RESOLUTION NO. 2021-01

## A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF NOVEMBER, 2020, AND THE PAYMENT OF THE BILLS FOR THE MONTH OF NOVEMBER 2020.

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 statement for the month of November. 2020 has 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 4th day of January, 2021
Offered by: Novitsky
Seconded by: Murzyn
Roll Call: All ayes

President
Attest:

Recording Secretary

## BUSINESS ITEMS

## 1. Designation of Official Depositories for the EDA - Resolution 2021-02

Chirpich stated that the EDA is required to designate by resolution the depositories used for its funds and investments. The attached resolution follows the general format of resolutions passed in previous years by the EDA and City. Most general banking transactions of the EDA and City are conducted through Northeast Bank.

Accounts are also maintained at Wells Fargo Bank of Minnesota, N.A. and U.S. Bank for certain specialized services such as payroll and debt service payments.

The only material difference between this proposed resolution and the resolution adopted annually by the City Council is that the EDA resolution allows for the EDA's funds to be held in accounts under name of the City. This has always been the EDA's practice. Since the creation of the EDA in 1996, it has never had a separate checking account under its own name. All EDA expenditures since its inception have been made using checks drawn in the City's name on behalf of the EDA.

Under this resolution, investment firms used for the pooled investments of the EDA and City must have an office in the State of Minnesota, and all investments must comply with authorized investments as set forth in Minnesota statutes.

Staff recommends maintaining these three banking relationships, as they meet the EDA's current needs, and provide capacity for addressing the EDA's evolving needs for electronic banking services.

Questions/comments from members:
There weren't any questions.

Motion by Novitsky, seconded by Murzyn, to waive the reading of Resolution 2021-02, there being ample copies available to the public. Roll Call vote was taken. All ayes. MOTION PASSED.

Motion by Jacobs, seconded by Novitsky, to adopt Resolution 2021-02, a resolution designating official depositories for the Columbia Heights Economic Development Authority. Roll Call vote was taken. All ayes. MOTION PASSED.

## RESOLUTION NO. 2021-02 <br> A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, DESIGNATING OFFICIAL DEPOSITORIES.

Now, therefore, in accordance with the bylaws and regulations of the Columbia Heights Economic Development Authority (the Authority), the Board of Commissioners of the Authority makes the following:

## ORDER OF BOARD

IT IS HEREBY RESOLVED, that Northeast Bank, Wells Fargo Bank of Minnesota, N.A., and U.S. Bank are hereby designated as depositories for the Authority's funds.

IT IS FURTHER RESOLVED, that the funds of the Authority can be held in accounts at these depositories under the name and federal identification number of the City of Columbia Heights, Minnesota (the City), together with the funds of the City, provided that separate fund accounting records are maintained for the respective Authority and City shares of such accounts in a manner consistent with generally accepted accounting and auditing standards.

IT IS FURTHER RESOLVED, that the responsibility for countersigning orders and checks drawn against funds of the Authority, assigned in the Authority's bylaws to the Authority President, is hereby delegated to the City Mayor.

IT IS FURTHER RESOLVED, that checks, drafts, or other withdrawal orders issued against the funds of the Authority on deposit with these depositories under the City's name shall be signed by the following:

City Mayor
City Manager
City Finance Director
and that said banks are hereby fully authorized to pay and charge said accounts for any such checks, drafts, or other withdrawal orders issued by the City on behalf of the Authority.

IT IS FURTHER RESOLVED, that Northeast Bank, Wells Fargo Bank of Minnesota, N.A., and U.S. Bank are hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the City's name on behalf of the Authority, including those drawn to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signatures of the following:

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January 4, 2021

City Mayor<br>City Manager<br>City Finance Director

and that Northeast Bank, Wells Fargo Bank of Minnesota, N.A., and U.S. Bank shall be entitled to honor and to charge the Authority, or the City on behalf of the Authority, for all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resemble the facsimile specimens duly certified to or filed with the Banks by the City Finance Director or other officer of the Authority or City.

IT IS FURTHER RESOLVED, that the City Finance Director or their designee shall be authorized to make electronic funds transfers in lieu of issuing paper checks, subject to the controls required by Minnesota Statutes and by the City of Columbia Heights' financial policies.

IT IS FURTHER RESOLVED, that all transactions, if any, relating to deposits, withdrawals, re-discounts and borrowings by or on behalf of the Authority with said depositories, made directly by the Authority or by the City on the behalf of the Authority, prior to the adoption of this resolution be, and the same hereby are, in all things ratified, approved and confirmed.

IT IS FURTHER RESOLVED, that any bank designated above as a depository, may be used as a depository for investment purposes, so long as the investments comply with authorized investments as set forth in Minnesota Statutes.

IT IS FURTHER RESOLVED, that any brokerage firm with offices in the State of Minnesota may be used as a depository for investment purposes so long as the investments comply with the authorized investments as set forth in Minnesota Statutes.

IT IS FURTHER RESOLVED, that the funds of the Authority can be held in accounts at such brokerage firms under the name and federal identification number of the City, together with the funds of the City, provided that separate fund accounting records are maintained for the respective Authority and City shares of such accounts in a manner consistent with generally accepted accounting and auditing standards.

BE IT FURTHER RESOLVED, that any and all resolutions heretofore adopted by the Board of Commissioners of the Authority with regard to depositories or brokerage firms are superseded by this resolution.

## ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 4th day of January, 2021
Offered by: Jacobs
Seconded by: Novitsky
Roll Call: All ayes
President
Attest:
Recording Secretary

## OTHER BUSINESS

- Chirpich told members that the 3989 Central Ave project is on schedule. They are pouring footings and the first section of wall was also poured today. He said that some contaminated soils were discovered at the corner of $40^{\text {th }}$ and Central that will require some correction. They also found some buried building and old parking lot debris during their excavation of the site. The developer is responsible for any added costs this may incur.
- Chirpich told members that the City closed on the purchase of $100240^{\text {th }}$ Avenue last week. He is hoping that the purchase of $96040^{\text {th }}$ Avenue will be completed by the end of January. Doran will most likely put a construction trailer on the property during construction. Currently they are using the Dairy Queen for their construction office during the off season.
- Jacobs asked about the status of the Westgate Assisted Living Project. Chirpich said they have recently obtained the approval for their site plan and are hoping to submit the building plans for review so they can begin construction this spring on the 29 unit Assisted Living building.
- Reuter Walton is collaborating with SACA to see if they can partner in a joint project of apartments and a new SACA facility behind the public safety building. He said the City supports the apartment project with or without SACA's final decision.
- Chirpich updated members on the Fairview Clinic site at $40^{\text {th }}$ and Central. He said the medical offices have shut down, but they are still using the site for administrative office use. The discussion then moved to the maintenance of the ramp which the City is now overseeing. Staff has had to have the elevator serviced, repair the heating source, and deal with several graffiti attacks. They are working on getting cameras on the top floor that will have a direct feed to the Police Dept to help curtail this activity.
- Chirpich reviewed the Planning cases for the January $5^{\text {th }}$ meeting. There was a brief discussion about the amount of parking that will be needed for the request for the $700-70440^{\text {th }}$ Avenue case.

The next regular meeting is scheduled for Monday, February 1, 2021.
Motion by Herringer, seconded by Jacobs, to adjourn the meeting at 6:28 pm. Roll call vote was taken. All ayes.

Respectfully submitted,

Shelley Hanson
Secretary

## A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF DECEMBER 2020, AND THE PAYMENT OF THE BILLS FOR THE MONTH OF DECEMBER 2020.

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

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

WHEREAS, the financial statements for the month of December, 2020 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 2nd day of December, 2021

Offered by:
Seconded by:
Roll Call:

## President

Attest:

Assistant Secretary

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| 183907 | 123120 | HERRINGER/GERRY | 35.00 | 204 |
| 183577 | 121720 | POPP.COM INC | 72.95 | 204 |
| 183237 | 120320 | SZUREK/MARLAINE | 35.00 | 204 |
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| 183540 | 121720 | HIGH PROFILEGROUNDSMAI | 390.00 | 228 |
| 183908 | 123120 | HIGH PROFILEGROUNDSMAI | 430.00 | 228 |
| 183872 | 122420 | XCELENERGY (NSP) | 1,066.68 | 228 |
| 183748 | 122420 | ANOKA COUNTY PROPERTY RE | 350,667.56 | 371 |
| 183748 | 122420 | ANOKA COUNTY PROPERTY RE | 11.62 | 408 |


| 183758 | 122420 | BARNA GUZY \& STEFFEN LTD | 689.07 | 408 |
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| 183758 | 122420 | BARNA GUZY \& STEFFEN LTD | 135.00 | 408 |
| 183268 | 121020 | CENTER POINT ENERGY | 7.46 | 408 |
| 183774 | 122420 | CENTER POINT ENERGY | 67.84 | 408 |
| 183279 | 121020 | FIRST AMERICAN TITE INS | 175.00 | 408 |
| 183298 | 121020 | KENNEDY \& GRAVEN | $6,669.80$ | 408 |
| 183586 | 121720 | SHORTEUOT HENDRICKSON | $9,867.60$ | 408 |
| 183874 | 123120 | STEWARTTTIE COMPANY-MN | $171,245.79$ | 408 |
| 183608 | 121720 | XCEL ENERGY (NSP) | 21.32 | 408 |
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P．E．R．A．CONTRIBUTION $\begin{array}{ll}\text { DOWNTOWN } & \text { PARKING } \\ \text { PERSONAL } & \text { SERVICES }\end{array}$ －－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－－

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LEVEL OF DETAIL 1.0 THRU 3.0
ACS FINANCIAL SYSTEM








| AGENDA SECTION | BUSINESS ITEMS |
| :--- | :--- |
| ITEM NO. | 6 |
| MEETING DATE | FEBRUARY 1,2021 |

CITY OF COLUMBIA HEIGHTS - ECONOMIC DEVELOPMENT AUTHORITY

| ITEM: | $100240^{\text {th }}$, Hazardous Material Abatement Contract |
| :--- | :--- | :--- |
| DEPARTMENT: Community Development | CITY MANAGER’S APPROVAL: |
| BY/DATE: Mitchell Forney, $1 / 25 / 2021$ | BY/DATE: |

## BACKGROUND:

This memo is in regards to approving bids for the removal of hazardous material from 1002 40th Ave NE. In December of 2020 the EDA purchased the property located at 1002 40th Ave NE. It was the ultimate goal of the EDA to demolish the blighted single family residential house on the property, and prepare the site for redevelopment.

In order to keep the price of demolition down, Community Development staff saw it necessary to bid out the removal of hazardous materials separate from the demolition. The scope of work submitted in the bid request included the removal of asbestos containing materials, appliances, and accessories containing hazardous materials. In response to the request for bids, the EDA received 2 quotes. The quote submitted by Hummingbird Environmental LLC was determined to be the low qualified bid for the abatement work at $\$ 4,080$. Hummingbird Environmental LLC shall furnish the services and necessary equipment to complete all work specified in the scope of work. All work will be performed in accordance with OSHA regulations, Minnesota Department of Health Asbestos Abatement Rules, and other applicable Federal and State regulations. Hummingbird Environmental LLC shall insure proper clean up, transport, and disposal of hazardous and asbestos contained materials.

Bid Spreadsheet:

| Company | Total |  |
| ---: | :--- | ---: |
| Hummingbird <br> Environmental LLC. | $\$$ | $4,080.00$ |
| Sheltertech <br> Corporation | $\$$ | $5,330.00$ |
| Dennis Environmental <br> Operations | $\$$ | $6,610.00$ |

## STAFF RECOMMENDATION:

Staff recommends awarding the low bid for abatement at $100240^{\text {th }}$ Ave NE to by Hummingbird Environmental LLC.

## RECOMMENDED MOTION(S):

Motion: Move to accept the low bid of by Hummingbird Environmental LLC, for the removal of all hazardous materials located at $100240^{\text {th }}$ Ave NE; and furthermore, to authorize the President and Executive Director to enter into an agreement for the same.

## ATTACHMENTS

1. Sample Agreement
2. Asbestos Report
3. Sheltertech Corporation Bid
4. Hummingbird Environmental, LLC Bid
5. Dennis Environmental Operations Bid

## EDA IN AND FOR THE CITY OF COLUMBIA HEIGHTS CONTRACT FOR REMOVAL OF ASBESTOS, AND OTHER HAZARDOUS MATERIALS FROM 1002 40th AVE NE, COLUMBIA HEIGHTS

For valuable consideration as set forth below, this Contract dated the $\qquad$ day of February, 2021, is made and entered into between the Economic Development Authority in and for the City of Columbia Heights, a public body corporate and political created pursuant to the laws of the State of Minnesota ("EDA") and Hummingbird Environmental LLC. a Minnesota Limited Liability Company ("Contractor").

## 1. CONTRACT DOCUMENTS

Contractor hereby promises and agrees to perform and comply with all the provisions of this Contract and the Proposal dated January 15, 2021, prepared by Contractor attached hereto as Exhibit A for the removal of asbestos-containing materials, and removal of other hazardous materials in preparation for demolition of the residential property located at $100240^{\text {th }}$ Ave NE, Columbia Heights, Minnesota ("Property"). The survey prepared by Angstrom Analytical, Inc. dated January 6, 2021 ("Survey") identifies certain hazardous materials that shall be removed by Contractor from the Property and is attached hereto as Exhibit B. The Contract, Proposal and Survey shall comprise the total agreement of the parties hereto. No oral order, objection, or claim by any party to the other shall affect or modify any of the terms or obligations contained in this Contract.

## 2. THE WORK

The work to be performed by Contractor under this Contract (hereinafter the "Work"), is defined in the Proposal as removal of asbestos-containing materials, and removal of hazardous and solid waste materials identified on the Survey, excluding the fuel tanks, in preparation for demolition of the residence located on the Property. As part of the Work, Contractor agrees to remove all excess material from the Property.

## 3. CONTRACT PRICE

The EDA agrees to pay Contractor the sum of $\$ 4,080.00$ in exchange for Contractor furnishing labor and materials for the Work at the Property, payable within 30 days of Contractor's completion of the Work.

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

## 4. COMPLETION DATE/LIQUIDATED DAMAGES

Contractor shall complete all Work on or before March $6^{\text {th }}$, 2021. ("Completion Date"). Due to the difficulty in ascertaining and establishing the actual damages which the EDA would sustain,
liquidated damages are specified as follows for failure of Contractor to complete his performance under this Contract by the Completion Date: for every calendar day that the Contract shall remain uncompleted beyond the Completion Date of March $6^{\text {th }}, 2021$, Contractor shall pay the EDA $\$ 50.00$ per day as liquidated damages.

## 5. INSURANCE

Before beginning actual work under this Contract, Contractor shall submit to the EDA and obtain the EDA's approval of a certificate of insurance on Standard Form C.I.C.C.- 701 or ACORD 25 forms, showing the following insurance coverage, and listing the EDA and City as a loss payee under the policies:
a. General Contractor Liability:
\$1,000,000.00
b. Workman's Compensation:

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

## 6. LAWS, REGULATIONS AND SAFETY

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

## 7. INDEMNIFICATION

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

## 8. ASSIGNMENT

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

## 9. NOTICE

The address and telephone number of Contractor for purposes of giving notices and any other purpose under this Contract shall be 522 Concord Street North, Suite 400, South St. Paul, MN 55075, 651-457-4699.

The address of the EDA for purposes of giving notices and any other purposes under this Contract shall be $59040^{\text {th }}$ Avenue NE, Columbia Heights, MN 55421.

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

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

By:
Kelli Bourgeois
Its: Executive Director

Hummingbird Environmental LLC.
By: $\qquad$

Its: $\qquad$

St. Louis Park, MN 55416
952-252-0405 office
952-252-0407 fax

Mitchell Forney
590 40th Ave NE
Columbia Heights, MN 55421
January 6th, 2021

> 1002 40th Ave NE
> Columbia Heights, MN

Dear Mitchell:
Jason Knapp (Al 12666), a representative of Angstrom Analytical, Inc., visited the above referenced property on January 6th, 2021 for the purpose of conducting an asbestos demolition inspection. We are prepared to state that there are asbestos containing building materials contained in or on the fabric of the structure.

The asbestos containing materials are:

1. Approximately 100-120 SF of green sheet vinyl flooring, under more vinyl flooring in the bathroom
2. Approximately 700-800 SF of brown 9"x9" vinyl tile and associated mastic on the 2nd floor
3. Approximately 2 SF of flu patch in the basement

No samples other than from the fabric of the building that is planned for demolition were taken or analyzed and this report relates only to 1002 40th Ave NE, Columbia Heights, MN. Forty-eight (48) samples of suspect building materials were collected and analyzed in our laboratory by Polarized Light Microscopy. Please see attached notes.

During the course of the survey other hazardous materials were noted:
Misc.

1 Fridge
1 Water Heater

1 Stove
1 Washing Machine

1 Dryer
2 Furnaces

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

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


Jason Knapp
Angstrom Analytical, Inc.

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

City of Columbia Heights<br>590 40th Ave NE<br>Columbia Heights, MN 55421

Re: 1002 40th Ave NE
Columbia Heights, MN
Number of Samples: Forty-eight (48)

## Methods and Definitions

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

## Percentage Reporting

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


January 6th, 2021
Jason Knapp, Angstrom Analytical, Inc.


## REMEDIATION PROPOSAL \#00121-1002-A-H

## SUBMITTED TO:

City of Columbia Heights
ATTN: Mitchell Forney
$59040^{\text {th }}$ Avenue NE
Columbia Heights, MN 55421

## Re: Hazardous Materials Removal/Disposal, SF Residential Structure $100240^{\text {th }}$ Avenue NE, Columbia Heights, MN 55421

SHELTERTECH CORPORATION, Licensed and Insured Asbestos Abatement Contractor, proposes to perform work at the above referenced property per the Pre-demolition Inspection Report provided.

## DESCRIPTION

1. Remove from the site and properly dispose of the following asbestos-containing materials:

- 100-120 SF Sheet Flooring, Bathroom
- 700-800 SF Floor Tile and Mastic, $2^{\text {nd }}$ Floor
- 2 SF Flue Patch Material, Basement

$$
\text { Price }=\$ 4,290.00
$$

2. Remove from the site and properly dispose of non-asbestos hazardous materials per the peredemolition inspection report provided (A/C Freon included; Chemicals and MSW excluded).

Price $=\mathbf{\$ 1 , 0 4 0 . 0 0}$

- All labor, materials, insurance, required permits, and disposal costs included.

SUBMITTED on $\qquad$ by


ACCEPTED on $\qquad$ 20 $\qquad$ by $\qquad$

- SHELTERTECH CORPORATION is insured by American Interstate Insurance company for employer's liability.
- SHELTERTECH CORPORATION is insured by Crum \& Forster Insurance company for general and pollution liability.
- SHELTERTECH CORPORATION is licensed by the State of Minnesota to perform abatement work under license \#401.


# Hummingbird Environmental LLC 

29929 County 5 Blvd<br>Red Wing MN 55066<br>Mailing Address: 522 Concord Street North, Suite 400, South St. Paul, MN 55075<br>(651) 457-4699<br>AsbestosJoe@yahoo.com

PROPOSAL / CONTRACT

FOR: Mitchell Forney<br>City of Columbia Heights

Project: 1002 40 $^{\text {th }}$ Ave NE Columbia Heights MN

1. Removal and disposal of the $A C M$ as stated in the demo survey: $\$ 3,680.00$
2. Removal and disposal of the hazardous materials: $\mathbf{\$ 4 0 0 . 0 0}$

## NOTE:

POSSIBLE EXTRAS:

## CONTRACT PRICE

The contract Price for the work shall be: $\quad \$ 4,080.00$
HUMMINGBIRD will invoice for completed work as it deems appropriate; invoices shall be paid by Client on a net thirty-day (30) basis at HUMMINGBIRD address shown above.

Authorized Hummingbird Environmental Signature


Its: Project Manager
Date: 1-15-21

Authorized Client Signature
By: $\qquad$

Its:
Date:

# DENNIS ENVIRONMENTAL OPERATIONS <br> 551 Topping Street <br> St. Paul, MN 55103 <br> (651) 488-4835 Phone <br> (651) 488-4624 Fax 

## PROPOSAL

January $26^{\text {th }} 2021$
Mitchell Forney
City of Columbia Heights
$59040^{\text {th }}$ Avenue NE
Columbia Heights, MN 55421
mforney@columbiaheightsmn.gov
Re: Asbestos Abatement
$100240^{\text {th }}$ Avenue NE
Columbia Heights, MN
Dennis Environmental Operations will provide the following abatement services:
Removal \& disposal of asbestos containing materials \& appliances listed in Angstrom Analytical report dated January $6^{\text {th }} 2021$.

## Price \$ 6,610.00

Prices are valid for 30 days.
The Owner/General Contractor is responsible for any necessary disconnects. Price includes disposal, OSHA sampling, labor and materials. All work will be performed in accordance with OSHA, state and federal regulations. We carry industry standard insurance; any additional insurance requests may result in additional charges.

Submitted,
Eric Johnson, Project Manager

| AGENDA SECTION | BUSINESS ITEMS |
| :--- | :--- |
| ITEM NO. | 7 |
| MEETING DATE | FEBRUARY 1, 2021 |

## CITY OF COLUMBIA HEIGHTS - ECONOMIC DEVELOPMENT AUTHORITY

| ITEM: | Façade Improvement Grant Report GLT Properties LLC, 4220 Central Ave |
| :--- | :--- | :--- |
| DEPARTMENT: Community Development | CITY MANAGER’S APPROVAL: |
| BY/DATE: Mitchell Forney, $1 / 25 / 2021$ | BY/DATE: |

## BACKGROUND:

This report is in regards to the 2020/2021 Façade improvement Grant application for GLT Properties LLC located at 4220 Central Ave NE.

Due to the emergence of the COVID-19 Pandemic Community development staff, at the request of the EDA, have continued to offer the Façade improvement grant program to the businesses of Columbia Heights. With regards to the extenuating circumstances, the 2020 Façade Improvement Grant program was offered throughout the year on a first come first serve basis, with applications being accepted until the end of the year. Due to the limited use of the program during the Covid 19 Pandemic, Community Development staff recommends offering the 2021 Façade Improvement Grant Program in the same capacity as the 2020 program. This allows businesses to apply for the program throughout the year. If the Police department decides to pursue cameras on grant recipients the agreements can be handled at the end of the year.

The application from GLT Properties LLC was received by Community Development Staff at the end of 2020. Due to the fact that the application was received so late, staff recommends processing it as the first grant of 2021. In the event the commission would like to return the Grant program to its original application window. Staff would recommend processing the application as the last grant in 2020 . Either route would not change the approval process attached.

GLT Properties LLC is requesting the full $\$ 5,000$ grant amount to assist with their project. Their proposal includes the items in the list below. The bids submitted with the application estimate the total project cost to be $\$ 10,200.00$.

1. Replace the old wooden railings with new iron railings
2. Repair/replace broken bricks in front of building
3. Repair/replace the broken concrete slabs
4. Replace the front main entrance door
5. Paint the walls, ceilings, columns, door and window trims
6. Repair and paint the handicap ramp
7. Seal coating the parking lot in front of the building

After speaking with the Columbia Heights Police Department 4220 Central Ave will remain in consideration for the Camera aspect of the Façade Improvement Grant Program. The Camera aspect of the program will be executed at the end of the grant cycle in order to include all projects in one Camera installation agreement.

## STAFF RECOMMENDATION:

Staff Recommends that the EDA approve Resolution 2021-X approving GLT Properties application in full and allowing staff to enter into agreements to execute Grant funding.

## RECOMMENDED MOTION(S):

Motion: Move to waive the reading of Resolution 2021-04, there being ample copies available to the public.
Motion: Move to adopt Resolution 2021-04, a resolution approving the form and substance of the façade improvement grant agreement, and approving authority staff and officials to take all actions necessary to enter the authority into a façade improvement grant agreement with GLT Properties LLC.

## ATTACHMENTS:

1. Resolution 2021-04
2. Sample Façade Improvement Grant Agreement
3. GLT Properties Project scope

# A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FAÇADE IMPROVEMENT GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO A FAÇADE IMPROVEMENT GRANT AGREEMENT WITH GLT PROPERTIES LLC. 

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

WHEREAS, the City of Columbia Heights (the "City") and the Authority have collaborated to create a certain Façade Improvement Grant Program (the "Program"); and

WHEREAS, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial property owners and/or tenants for the purposes of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity along Central Avenue Northeast, $40^{\text {th }}$ Ave NE, and $38^{\text {th }}$ Ave NE, pursuant to a Façade Improvement Grant Agreement with GLT Properties LLC (the "Grant Agreement"); and

WHEREAS, the Authority has reviewed copies of the proposed form of the Grant Agreement.
NOW, THEREFORE BE IT RESOLVED that the Authority hereby approves the form and substance of the Grant Agreement, and approves the Authority entering into the Grant Agreement with GLT Properties LLC, as recommended by the Community Development Department of the City, in accordance with the Program guidelines.

BE IT FURTHER RESOLVED, that Marlaine Szurek, as the President of the Authority, is hereby authorized, empowered and directed for and on behalf of the Authority to enter into the Grant Agreement.

BE IT FURTHER RESOLVED, that Marlaine Szurek, as the President of the Authority, is hereby authorized and directed to execute and take such action as he/she deems necessary and appropriate to carry out the purpose of the foregoing resolution.

BE IT FURTHER RESOLVED, that these actions shall be effective as of February $1^{\text {st }}, 2021$

## ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 1st day of February, 2021
Offered by:
Seconded by:
Roll Call:
Marlaine Szurek, President
Attest:

Secretary

## FAÇADE IMPROVEMENT GRANT AGREEMENT

THIS FAÇADE IMPROVEMENT GRANT AGREEMENT ("Agreement"), dated this day of $\qquad$ , 2021 (the "Effective Date"), is entered into by and between $\overline{\text { GLT Properties a Minnesota Limited Liability Corporation (the "Grantee"), and the Columbia }}$ Heights Economic Development Authority (the "EDA").

## RECITALS

WHEREAS, Grantee is the owner of certain Property located at 4220 Central Ave NE in the City of Columbia Heights (the "City"), Anoka County, Minnesota, and legally described in Exhibit A hereto (the "Property");

WHEREAS, the EDA, in cooperation with the City and its police department, has instituted a Façade Improvement Grant Program (the "Program") for the purpose of revitalizing existing store fronts, increasing business vitality and economic performance, and decreasing criminal activity;

WHEREAS, as part of the Program, the EDA has proposed to make grants of money in the maximum amount of $\$ 5,000.00$ per parcel of real property, to property owners, tenants, or nonprofit organizations, in order to revitalize, rehabilitate, and restore exterior store fronts within the Central Business District in the City (the "CBD"), increase business vitality and economic performance in the CBD, and in certain instances, to provide monitored surveillance within the CBD; and

WHEREAS, Grantee desires to participate in the Program, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter contained, the parties agree as follows:

1. Property Improvements: Grantee agrees to complete the improvements at the Property that are identified on Exhibit B attached hereto (the "Improvements"), subject to the following terms and conditions:
a. If requested by the EDA, Grantee shall provide plans and specifications to the EDA, detailing the Improvements to be constructed (the "Plans"). If Grantee wishes to revise the Plans, Grantee must submit the revised Plans to the EDA at the address provided herein. The EDA shall give written notice of its approval or disapproval of the revisions to the Plans, and if the EDA does not give such written approval or disapproval within ten (10) business days after receipt of Grantee's revised Plans, the EDA shall be deemed to have approved the revisions to the Plans.
b. The Improvement shall be constructed consistently with the Plans, as the same may be revised pursuant to Section 1(a) herein. The cost to complete
construction of the Improvements shall be defined as the "Improvement Costs." The Improvements shall be completed in a first-class manner, consistent with the Plans, if any, and in compliance with all applicable laws, rules, and regulations. Grantee shall obtain all required permits and approvals from the City and any other governing authority with jurisdiction over the Property related to the construction of the Improvements. The out-of-pocket costs for such permitting and approvals shall be the responsibility of Grantee, provided the same shall be included in the definition of "Improvement Costs," and subject to the provisions of Section 2 of this Agreement.
c. Grantee agrees to commence the Improvements within sixty (60) days following the Effective Date, and to complete the Improvements within six (6) months following the issuance of all necessary building permits, but in no event later than eight (8) months following the Effective Date.
2. Payment of Grant Funds: Grantee shall be responsible for making initial payment to all contractors involved in the construction of the Improvements. Upon final completion of the Improvements, Grantee shall make a written request to the EDA for reimbursement of one-half (1/2) of the actual Improvement Costs incurred by Grantee, but in no event shall the reimbursement exceed Five Thousand Dollars ( $\$ 5,000.00$ ). The written request shall include:
a. Proof of final inspection of the Improvements by the City building inspector;
b. Before and after photographs of the Property, reflecting the Improvements made (as well as follow-up transmission of electronic files of such photographs), and reflecting that the Improvements were completed consistently with any approved Plans;
c. A copy of the final invoice(s) received from the contractor(s) who completed the Improvements; and
d. Proof of payment of invoice(s) that comprised the Improvement Costs.

Following Grantee's written request for reimbursement, Grantee shall cooperate with the EDA in delivering to the EDA such follow-up information as is reasonably requested by the EDA in order to review the Improvements and Improvement Costs reimbursement request. Within twenty-one (21) days following receipt of Grantee's written request for reimbursement of Improvement Costs, the EDA shall: (i) make payment of the reimbursement, (ii) send Grantee written explanation of such other items of information as are needed by the EDA to evaluate the reimbursement request, or (iii) send Grantee written explanation of the EDA's reasons for denial of repayment of any of Grantee's requested reimbursement.
3. Liability for Improvements: Neither the City nor the EDA shall in any event be liable to the Grantee, nor to any of its agents, employees, guests or invitees at the Property for, and the Grantee shall indemnify, save, defend, and hold harmless the City and the EDA from, any claims or causes of action, including attorney's fees incurred by the City or the EDA, arising from defect or claimed defect of any of the Improvements,
or arising from any action of the City or the EDA under this Agreement. This section shall survive the termination or expiration of this Agreement.
4. Written Notice: Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

| If to the EDA: | If to Grantee: |
| :--- | :--- |
| Columbia Heights EDA | GLT Properties LLC |
| Community Development Department | Attn: Le Nguyen |
| $59040^{\text {th }}$ Avenue N.E. | 6946 Lake DR |
| Columbia Heights, MN 55421 | Lino Lakes, MN 55014 |

5. Captions; Choice of Law; Etc. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the subject matter contained herein. There are no verbal agreements that change this Agreement. This Agreement binds and benefits the parties hereto and their successors and assigns. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
[Signatures to Appear on Following Page]

IN WITNESS WHEREOF, Grantee and the EDA have signed this Agreement as of the day and year first above written.

## GRANTEE:

## EDA:

GLT Properties<br>a Limited Liability Corporation

By:
Name:
Its: $\qquad$
Date: $\qquad$

## COLUMBIA HEIGHTS ECONOMIC

 DEVELOPMENT AUTHORITY
## By:

Name: $\qquad$
Its: $\qquad$
Date: $\qquad$

## EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

Lots 7 and 8, Block 37, Columbia Heights Annex to Minneapolis, Anoka Count, Minnesota

## EXHIBIT B

## PROPERTY IMPROVEMENTS SUBJECT TO 50\% REIMBURSEMENT

1. Replace the old wooden railings with new iron railings
2. Repair/replace broken bricks in front of building
3. Repair/replace the broken concrete slabs
4. Replace the front main entrance door
5. Paint the walls, ceilings, columns, door and window trims
6. Repair and paint the handicap ramp
7. Seal coating the parking lot in front of the building

| DATE | INVOICE \# |
| :--- | :--- |
| $\mathbf{1 2 / 0 3 / 2 0 2 0}$ |  |


|  | Contract \# |  |
| :--- | :--- | :--- |
| BILL TO: : GLT Properties LLC/LE NGUYEN |  |  |
| Address: $\quad 4220$ Central Ave NE, Columbia Heights, MN 55421 |  |  |
| Insurance : |  |  |
| Claim \#: |  |  |

## Description: Remodel the front of the building 4220 Central Ave

1. Replace the old wooden railings with new iron railings $\$ 2,700.00$
2. Repair/replace broken bricks in front of building $\quad \$ 1,300.00$
3. Repair/replace the broken concrete slabs $\$ 1,500.00$
4. Replace the front main entrance door $\$ 500.00$
5. Paint the walls, ceilings, columns, door and window trims $\$ 1,800.00$
6. Repair and paint the handicap ramp
$\$ 900.00$
7. Seal coating the parking lot in front of the building
\$1,500.00

This estimate includes both labor and materials. $30 \%$ down payment is required at customer acceptance and contract signing.

| Sub Total | $\$ 10,200.00$ |
| :--- | :--- |
| Supplement |  |
| TOTAL | $\$ 10,200.00$ |


| Contractor : | Phone : | Fax : | Email: | License \# |
| :--- | :--- | :--- | :--- | :--- |
| HANPHAN | $612-644-3866$ | $1-866-869-1333$ | vophan@yahoo.com | BC634267 |



