



City of Columbia Heights

590 40th Avenue NE, Columbia Heights, MN 55421-3878 (763) 706-3600 TDD (763) 706-3692

Visit our website at: www.columbiaheightsmn.gov

Mayor
Gary L. Peterson
Councilmembers
Robert A. Williams
Bruce Nawrocki
Donna Schmitt
John Murzyn, Jr.
City Manager
Walter R. Fehst

The following is the agenda for the regular meeting of the City Council to be held at **7:00 PM on Monday, September 14, 2015** in the City Council Chambers, City Hall, 590 40th Avenue N.E., Columbia Heights, Minnesota.

The City of Columbia Heights does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Columbia Heights' services, programs, and activities. Auxiliary aids for disabled persons are available upon request when the request is made at least 96 hours in advance. Please call the City Clerk at 763-706-3611, to make arrangements. (TDD/706-3692 for deaf or hearing impaired only.)

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION - Invocation provided by Dan Thompson, Heights Church

4. PLEDGE OF ALLEGIANCE

5. ADDITIONS/DELETIONS TO MEETING AGENDA

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

6. PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

A. Constitution Week Proclamation

B. Presentation from Julie Jeppson, representing Stepping Stone Emergency Housing

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7. 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.)

A. Approve Minutes of the City Council

MOTION: Move to approve the minutes of the City Council worksession of September 8, 2015

MOTION: Move to approve the minutes of the City Council meeting of August 24, 2015

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B. Accept Board and Commission Meeting Minutes

MOTION: Move to accept the Library Board Minutes from August 5, 2015

MOTION: Move to accept the EDA Commission Minutes from August 3, 2015

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C. Change Order No. 1 for Library Bid Package CP-1

pg 42

MOTION: Move to approve contract Change Order No. 1 for Library Bid Package CP-1, Project 1410, to Veit & Company in the amount of \$126,168.21 for a new contract amount of \$633,941.07.

D. Adopt Resolution 2015-62 being a Resolution ordering Preparation of a Report for Stinson Boulevard Rehabilitation

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MOTION: Move to waive the reading of Resolution 2015-62, there being ample copies available for the public.

MOTION: Move to adopt Resolution 2015-62, being a resolution ordering preparation of a Feasibility Report for Stinson Boulevard Street Reconstruction.

E. Approve Business License Applications

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MOTION: Move to approve the items as listed on the business license agenda for September 14, 2015

F. Payment of Bills

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MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8, the City Council has received the list of claims paid covering check number 158036 through 158291 in the amount of \$ 1,347,840.30

MOTION: Move to approve the Consent Agenda items.

8. PUBLIC HEARINGS

9. ITEMS FOR CONSIDERATION

A. Other Ordinances and Resolutions

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1. Consideration of Resolution 2015-59 adopting a proposed budget for the year 2016, setting the proposed city levy, approving the HRA levy, approving a tax rate increase, and establishing a budget hearing date for property taxes payable in 2016.

MOTION: Move to waive the reading of Resolution 2015-59, there being ample copies available to the public.

MOTION: Move to adopt Resolution 2015-59, being a resolution adopting a proposed budget for the year 2016, setting the proposed city levy, approving the HRA levy, approving a tax rate increase, and establishing a budget hearing date for property taxes payable in 2016 of December 14, 2015, at approximately 7:00 p.m. in the city council chambers.

B. Bid Considerations

1. Library Sewer And Water Services, City Project No. 1410

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MOTION: Move to accept bids and award Water and Sewer Services for the New Library, City Project No. 1410, to St. Paul Utilities, Inc. of Little Canada, Minnesota, based upon their low, qualified, responsible bid in the amount of \$ 84,900.00 from Fund 450-51410-5185; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

2. Chatham Road Lift Station Rehabilitation, City Project 1414

MOTION: Move to accept bids and award Chatham Road Lift Station Rehabilitation, City Project No. 1414, to Meyer Contracting, Inc. of Maple Grove, MN, based upon their low, qualified, responsible bid in the amount of \$456,238.00 from Fund 652-51414-5185; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

C. New Business and Reports

10. ADMINISTRATIVE REPORTS

Report of the City Manager
Report of the City Attorney

11. CITIZENS FORUM

At this time, citizens have an opportunity to discuss with the Council items not on the regular agenda. Citizens are requested to limit their comments to five minutes. Anyone who would like to speak shall state his/her name and address for the record.

12. ADJOURNMENT

Walt Fehst, City Manager

PROCLAMATION

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

WHEREAS: September 17, 2015, marks the two hundred twenty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

NOW, THEREFORE I, Gary Peterson by virtue of the authority vested in me as Mayor of the City of Columbia Heights, Minnesota do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this fourteenth day of September of the year of our Lord two thousand fifteen.

Signed _____
Mayor Gary Peterson, City of Columbia Heights

Seal

Meeting of:	COLUMBIA HEIGHTS CITY COUNCIL
Date of Meeting:	September 8, 2015
Time of Meeting:	7:00 PM-Following the EDA Meeting
Location of Meeting:	Conference Room #1
Purpose of Meeting:	WORKSESSION

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:50 PM

Present:

Mayor Peterson, Councilmembers Murzyn Jr, Nawrocki, Schmitt and Williams.
City Manager Walt Fehst, Director of Community Development Joe Hogeboom, Assistant Community Development Director Loren Wickham, Associate Planner Elizabeth Holmbeck, Finance Director Joe Kloiber, City Clerk Katie Bruno.

Discussion related to the City's Sign Code

Elizabeth Holmbeck, Associate Planner explained that the current sign code has many inconsistencies and has not had a thorough review since 2001. Holmbeck suggested working with the Public Arts Commission in looking for ways to incorporate art into the sign code. Councilmember Schmitt agreed that it is important for the sign code and the design guidelines to be consistent. Councilmember Nawrocki suggested strengthening the existing ordinance and prohibiting signs in windows. Director Hogeboom summarized that the intent is not to make the current sign code less restrictive, the intent is to make the code easier to understand and to administer. Director Hogeboom reported they will work on the item over the coming months, and bring to the council for final consideration and approval.

Discussion regarding moratorium on Auto Related Businesses

Elizabeth Holmbeck, Associate Planner explained that recently a Conditional Use Permit came before the council to allow for an auto repair business on Central Ave. The request was met with opposition by the Planning and Zoning Commission as well as the Council. The Planning & Zoning commission has requested a moratorium on all auto related uses along Central Ave between 37th Ave NE and 52nd Ave NE. Associate Planner Holmbeck suggested limiting the auto related business to the Central Business District, noting that there are some appropriate areas along Central Ave. for auto related businesses. Director Hogeboom reported some of the arguments heard indicate that restaurants, retail and service shops are preferred to be near the new library.

Director Hogeboom questioned if the council would support either a one year, or six month moratorium, and either in the Central Business District or along the entire Central Ave. The time would be used by staff to look at the zoning districts to determine compatible uses. Councilmember Schmitt requested a list of all the auto related businesses. City Manager Walt Fehst clarified that the Central Business District on Central Ave. runs from 39th Ave. NE to 42nd Ave NE.

Director Hogeboom stated it is a good time to review and put zoning in place that would better meet the goals of the City.

Councilmember Nawrocki expressed concern with the crowding of vehicles on 39th Ave NE. Manager Fehst agreed the area is overcrowded, noting it is an industrial district, and complaints have been minimal.

Manager Fehst summarized the request is to limit auto related businesses for one year, along the Central Business District (39th Ave NE – 42nd Ave NE) to determine what development would be most appropriate.

Councilmember Schmitt questioned if the City should protect the empty lot on 47th Ave and Central Ave. Director Hogeboom stated there is a Development Agreement in place for that property.

Director Hogeboom suggested looking at the Central Business District for a six month period would be adequate, indicating if necessary the moratorium could be extended.

City Manager Walt Fehst suggested following the recommendation of the Planning Commission and issuing the moratorium for six months along the entire Central Ave. corridor, focusing on the Central Business District first, and requesting an extension if necessary.

Councilmember Nawrocki requested attention be given to 39th Ave NE between Jefferson and Jackson. Director Hogeboom stated he will look at the area and provide a report to the council.

Discussion of 2016 Budget

City Manager Walt Fehst reported the council will be adopting the preliminary levy for 2016 at the September 14th council meeting. The levy will include the voter approved library referendum, as well as a 1.9% levy increase. Finance Director Joe Kloiber gave an overview of the 2016 budget, as compared to the 2015 budget. The first year debt service for the library is \$480,000, and there is a one year lag in the fiscal dipartites program. In 2017 approximately 30% (of the library debt service) will be subsidized by fiscal disparities. Councilmember Nawrocki questioned where the remaining \$2-3 million will come from. Kloiber reported that the City Council has made approved transfers from the existing fund balance.

Director Kloiber reported the total levy increase for 2016 is 1.9% , the lowest levy increase in almost ten years; due largely to Council's action in March of 2015 to pay down debt early.

Kloiber reported that the Building fund and Government Equipment fund will need some inflow in the coming years, as they may be exhausted in the next 7 -8 years.

Director Kloiber reported that all but one of the labor agreement have been settled, generally a 2.5% salary increase was implemented, with insurance increases, the average departments expenditure increase is 2.7%. Councilmember Nawrocki suggested Community Development staff be reduced as a result of selling Park View Villa.

Director Kloiber reported the Fund Balance is quite high, it was suggested to pay down debt on the Public Safety Building in 2018, in order to draw the balance down.

Director Kloiber reported the city is currently finishing up a Utility Rate Study, to project costs for the coming five years. 2016 has a combined increase of 2%, for all four utilities.

Director Kloiber reported the council will have two department specific worksessions, October 5th and November 2nd.

Councilmember Nawrocki questioned why we are scheduled to adopt the preliminary levy at the September 14th meeting, when statute allows us to certify it at a later date. Director Kloiber noted that the statute applies to City levies, not EDA and HRA.

Nawrocki stated he would like more time to discuss the proposed 2016 budget prior to adopting the preliminary levy. Director Kloiber responded that there will be time to discuss budgetary items at the upcoming Council meeting and department worksession.

Councilmember Nawrocki questioned the status change of a library employee from a part-time to a full-time position; questioning how this was done without council approval. Director Kloiber explained that the city has about five employees that work between 30 and 40 hours weekly. Due to the Affordable Care Act, the City is in the process of phasing those positions, some to 40 hours per week, some to 29 hours per week. Kloiber reported these changes are reflected in the 2016 budget.

City Manager Walt Fehst requested council submit any information requests to him prior to Monday's meeting.

Meeting Adjourned at 9:28 PM

Respectively Submitted,

Katie Bruno, City Clerk/Council Secretary

**OFFICIAL PROCEEDINGS
CITY OF COLUMBIA HEIGHTS
CITY COUNCIL MEETING
AUGUST 24, 2015**

THE FOLLOWING ARE THE MINUTES FOR THE REGULAR MEETING OF THE CITY COUNCIL HELD AT 7:00 PM ON MONDAY AUGUST 24, 2015 IN THE CITY COUNCIL CHAMBERS, CITY HALL, 590 40TH AVENUE N.E., COLUMBIA HEIGHTS, MINNESOTA

1. CALL TO ORDER

Mayor Peterson called the meeting to order at 7:01 pm.

2. ROLL CALL

Present: Mayor Peterson, Councilmembers Nawrocki, Schmitt, Williams and Murzyn Jr.

Also Present: Walt Fehst, City Manager; Jim Hoeft, City Attorney; Kevin Hansen, Public Works Director; Gary Gorman, Fire Chief; Joe Kloiber, Finance Director; Katie Bruno, Council Secretary

3. INVOCATION

Invocation provided by Pastor Jeremy Hermann, ChristLife Church

4. PLEDGE OF ALLEGIANCE-

The Pledge of Allegiance was recited.

5. ADDITIONS/DELETIONS TO MEETING AGENDA

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

6. PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

Gerald Wegscheid announced the VFW Post 230/Tri-City American Legion at 4446 Central Ave NE will be hosting a Flag Retirement Ceremony on September 19, 2015 at 9:00 a.m.

7. 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.)

A. Approve Minutes of the City Council

MOTION: Move to approve the minutes of the City Council worksession of August 3, 2015

MOTION: Move to approve the minutes of the City Council meeting of August 10, 2015

B. Accept Board and Commission Meeting Minutes

MOTION: Move to accept the July 8, 2015 Public Arts Commission Minutes

C. Approve Rental License Applications

MOTION: Move to approve the items listed for rental housing license applications for August 24, 2015 in that they have met the requirements of the Property Maintenance Code.

D. Approve Business License Applications

MOTION: Move to approve the items as listed on the business license agenda for August 24, 2015 as presented.

E. Payment of Bills

MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8, the City Council has received the list of claims paid covering check number 157854 through 158035 in the amount of \$ 814,415.35.

Councilmember Nawrocki had a couple of questions regarding the Public Arts Commission meeting minutes. The first regarding the grant application with a City match. City Manager Fehst explained that the council has the discretion to approve some funding to the commission from the contingency fund. Councilmember Schmitt notified the council that the commission will not be pursuing this grant. Councilmember Nawrocki questioned why the City is referred to being the fiscal agent for the commission. Councilmember Schmitt explained that any money/donations that the commission receives needs to be channeled through the City. Nawrocki questioned the commission's budget proposal. Councilmember Schmitt explained that the Arts Commission is required to set a budget for intended expenditures, and that will be added to a department's budget for 2016.

Motion by Councilmember Schmitt, seconded by Councilmember Williams to approve the Consent Agenda as presented. All Ayes, Motion Carried.

8. PUBLIC HEARINGS

A. Public Hearing to adopt Resolution 2015-049 being a Resolution levying and adopting the assessment for alley light area no. 677-45. (Tabled from August 10th meeting).

Public Works Director Kevin Hansen reported additional property owners were noticed of the scheduled public hearing. An overview of the area was presented, noting the proposed location of the light.

Councilmember Schmitt questioned the benefit of working with the City, rather than directly through Xcel energy. Hansen commented that in addition to allowing the cost be distributed among benefiting properties, the city also has a greater variety in lighting options; including a cobra head light, that would produce a more linear lighting pattern.

Caleb Driscoll, 1434 42nd Ave NE reported that he is the petitioner, and did so partially due to foot traffic that occurs when people cut through from Circle Terrace. It was reported that drug paraphernalia has been found in the grassy area. Mr. Driscoll stated that he would be in favor of liner lighting option.

Thomas Rustemis, 1427 Circle Terrace expressed concern with the proposed location of the light, as well as question if a lit area would attract more people. City Manager Walt Fehst stated lighting is a generally a good deterrent to undesirable activities. Fehst reported the assessment would be \$1 per month for the benefiting properties. Ladora Hankton, 1428-1430 42nd Ave NE stated she is favor of the additional lighting, as she has had a few incidents occur. Sally Jaros, 4140 Reservoir Blvd. reported she has lived in her house for over 40 years, and has not experienced any problems in the back area. Ms. Jaros liked the idea of having the light shine in a linear pattern, away from her property.

Mayor Peterson confirmed with Director Hansen that the light will be placed at the end of the alley, and that it can be directed in the direction towards 42nd Ave NE.

Motion by Councilmember Williams, seconded by Councilmember Murzyn, Jr. to close the public hearing and waive the reading of Resolution 2015-49, there being ample copies available to the public. All Ayes, Motion Carried.

Motion by Councilmember Williams, seconded by Councilmember Schmitt to adopt Resolution 2015-49, being a Resolution levying and adopting the assessment for Alley Light Area No. 677-45. All Ayes, Motion Carried.

B. Consideration of Declaration of a nuisance and abatement of violations within the City of Columbia Heights is requested regarding the property at 1101 46th Avenue NE for failure to meet the requirements of the Residential Maintenance Code.

Fire Chief Gary Gorman reported that the property has a deteriorating retaining wall, and there has not been any progress made on it. Chief Gorman explained city staff will attempt to work with the property owner to get the project completed. Councilmember Schmitt questioned if the owner has been contacted. Chief Gorman reported that they try to communicate with the property owners.

Motion by Councilmember Nawrocki, seconded by Councilmember Williams to close the public hearing and to waive the reading of Resolution Number 2015-60, there being ample copies available to the public. All Ayes, Motion Carried.

Motion by Councilmember Nawrocki, seconded by Councilmember Williams to adopt Resolution Number 2015-60, being resolution of the City Council of the City of Columbia Heights declaring the property listed a nuisance and approving the abatement of violations from the property pursuant to City Code section 8.206. All Ayes, Motion Carried.

C. Consideration of Declaration of a nuisance and abatement of violations within the City of Columbia Heights is requested regarding the property at 4533 Madison Street NE for failure to meet the requirements of the Residential Maintenance Code.

Fire Chief Gary Gorman reported that the property has a broken window and it requires grass seed or sod; neither have been corrected.

Motion by Councilmember Nawrocki, seconded by Councilmember Williams to close the public hearing and to waive the reading of Resolution Number 2015-61, there being ample copies available to the public. All Ayes, Motion Carried.

Motion by Councilmember Nawrocki, seconded by Councilmember Williams to adopt Resolution Number 2015-61, being resolution of the City Council of the City of Columbia Heights declaring the property listed a nuisance and approving the abatement of violations from the property pursuant to City Code section 8.206. All Ayes, Motion Carried.

D. Consideration of Revocation of the license to operate a rental unit within the City of Columbia Heights is requested against the rental property at 2015-51—4213 3rd Street NE for failure to meet the requirements of the Residential Maintenance Codes.

Fire Chief Gary Gorman reported that the property required a third inspection; all violations were taken care of, however the re-inspection fee has not been paid.

Motion by Councilmember Murzyn, Jr., seconded by Councilmember Williams to close the public hearing and to waive the reading of Resolution Number 2015-51, being ample copies available to the public. All Ayes, Motion Carried.

Motion by Councilmember Murzyn, Jr., seconded by Councilmember Williams to adopt Resolution Number 2015-51, being Resolution of the City Council of the City of Columbia Heights approving revocation pursuant to City Code, Chapter 5A, Article IV, Section 5A.408(A) of the rental license listed. All Ayes, Motion Carried.

9. ITEMS FOR CONSIDERATION

- A. Other Ordinances and Resolutions
- B. Bid Considerations
- C. New Business and Reports

10. ADMINISTRATIVE REPORTS

Report of the City Manager

Councilmember Nawrocki asked about a recent letter received regarding some of the older buildings that are not ADA compliant. City Manager Walt Fehst reported that a couple of local businesses have received notice indicating they are out of compliance. Fehst suggested the businesses find representation, as the City cannot intercede on their behalf. Councilmember Nawrocki asked if the businesses currently comply with city code. City Manager Walt Fehst and City Attorney Jim Hoeft confirmed that they do at this time, Fehst clarified that a business would be required to bring their property into compliance if they were to make any improvements or alterations.

City Manager Walt Fehst reported the closing for Park View Villa is scheduled for September 17, 2015, with a groundbreaking event scheduled for September 29, 2015 at 2:00 p.m.

City Manager Fehst distributed the 2016 budget to the council, and noted the worksessions in September and October will be an opportunity to review the materials.

Councilmember Nawrocki reported that he was on the city's website and was unable to access the 2016 budget. Finance Director Joe Kloiber commented that staff wanted the council to have the budget prior to public availability, and the budget will be posted to the City's website this week.

Director Kloiber reported he will presenting the 2016 city-wide budget and levy at the September 8th worksession, and council will vote to adopt the preliminary levy as the September 14th City Council meeting.

Councilmember Nawrocki stated he was disappointed with the small budget article in the recent edition of Heights Happenings. Nawrocki stated the article omitted the additional \$3,000,000 in other funding sources, looking as though the \$7,000,000 was the total cost. Finance Director Kloiber clarified that the newsletter article was explaining the tax effect on the library.

Report of the City Attorney-
Mr. Hoeft had nothing to report.

11. CITIZENS FORUM

LaDonna White, 940-39th Ave NE #8 raised concerns with the following on-going issues in her building: Maintenance Concerns, trash, stove is not working, the finish on sink and bathtub is peeling off and bed bugs were reported over a month ago, still are not resolved. City Manager Fehst said he would relay the concerns to Chief Gorman.

Karolyn Erickson, 4318 3rd St NE #2 raised concerns with the following issues in her building, a letter was received from Centerpoint Energy, indicating gas may be turned off if payment is not received and tenants are unable to reach management. City Manager Fehst said he would relay the concerns to Chief Gorman.

12. ADJOURNMENT

Mayor Peterson reminded residents to remember our servicemen and women, and to try to enjoy life, and to do a random act of kindness.

Meeting adjourned at 8:17 p.m.

Respectively Submitted
Katie Bruno, City Clerk/Council Secretary

RESOLUTION NO. 2015-49

A resolution of the City Council for the City of Columbia Heights, Minnesota, adopting assessment roll according to the City Charter for the following local improvement and determining that said improvement will be made, and ratifying and confirming all other proceedings, heretofore had: Special Assessment for alley light area numbered 677-45.

Whereas, the City Council of the City of Columbia Heights, Minnesota, met at 7:00 p.m. on the 24th day of August, 2015, in the City Council Chambers, 590 40th Avenue N.E. Columbia Heights, Minnesota, being the time and place set when and where all persons interested could appear and be heard by the Council with respect to benefits, and to the proportion of the cost of making the local improvement above described, a notice of such hearing having been heretofore duly published as required by law, and a notice mailed to each property owner of record, stating the proposed amount of the assessment; and,

Whereas, this Council has heretofore estimated the cost of such local improvement and has prepared an assessment roll therefore,

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

- Section 1. That this Council does hereby adopt the aforesaid assessment roll known and described as "Assessment Roll for Local Improvements" numbered 677-45 for alley lighting, a copy of which is attached hereto and made a part hereof.
- Section 2. That this Council hereby finds and determines that each of the lots and parcels of land enumerated in said assessment roll was and is especially benefited by such improvements. This Council further finds and determines that the proper proportion of the cost of such improvement to be especially assessed against each lot or parcel of land is the amount as billed annually by Xcel Energy Company.
- Section 3. That the assessment will be added to the utility bill prepared and mailed by the City of Columbia Heights to property owners or occupants on record with the Finance Department.
- Section 4. This resolution shall take effect immediately upon its passage.

RESOLUTION NO 2015-51

Resolution of the City Council for the City of Columbia Heights approving revocation pursuant to City Code, Chapter 5A, Article IV, Section 5A.408(A) of that certain residential rental license held by BRP II, LLC (Hereinafter "License Holder").

Whereas, license holder is the legal owner of the real property located at 4213 3rd Street N.E., Columbia Heights, Minnesota,

Whereas, pursuant to City Code, Chapter 5A, Article IV, Section 5A.408(B), written notice setting forth the causes and reasons for the proposed Council action contained herein was given to the License Holder on July 24, 2015 of a public hearing to be held on August 24, 2015.

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

FINDINGS OF FACT

1. That on June 17, 2015, an inspection was conducted on the property listed above. Inspectors found violations. A compliance order was sent via regular mail to the owner at the address.
2. That on July 23, 2015, inspectors re-inspected the property listed above. Inspectors noted that violations remained uncorrected. A compliance order and statement of cause was mailed via regular mail to the owner listed in the property records.
3. That on August 13, 2015, inspectors re-inspected the property and found that violations were finally corrected, and the License Holder was informed that a \$100 reinspection fee was due.
4. That based upon said records of the Fire Department, the following conditions and violations of City Codes(s) were found to exist, to wit:
 - A. License Holder failed to pay reinspection fee.
5. That all parties, including the owner of record and any occupants or tenants, have been given the appropriate notice of this hearing according to the provisions of the City Code Section 8.206(A) and 8.206(B).

ORDER OF COUNCIL

1. The rental license belonging to the License Holder described herein and identified by license number F14529 is hereby revoked;
2. The City will post for the purpose of preventing occupancy a copy of this order on the buildings covered by the license held by License Holder;
3. All tenants shall remove themselves from the premises within 45 days from the first day of posting of this Order, revoking the license as held by License Holder.

RESOLUTION NO. 2015-60

Resolution of the City Council for the City of Columbia Heights declaring the property a nuisance and approving abatement of ordinance violations pursuant to Chapter 8, Article II, of City Code, of the property owned by MNSF II Acquisitions LLC (Hereinafter "Owner of Record").

Whereas, the owner of record is the legal owner of the real property located at 1101 46th Avenue N.E., Columbia Heights, Minnesota.

And whereas, pursuant to Columbia Heights Code, Chapter 8, Article II, Section 8.206, written notice setting forth the causes and reasons for the proposed council action contained herein was sent via regular mail to the owner of record on June 11, 2015.

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

FINDINGS OF FACT

1. That on June 9, 2015, an inspection was conducted on the property listed above. Inspectors found violations. A compliance order was sent via regular mail to the owner at the address.
2. That on July 9, 2015, inspectors re-inspected the property listed above. Inspectors noted that violations remained uncorrected. A compliance order and statement of cause was mailed via regular mail to the owner listed in the property records.
3. That on August 11, 2015, inspectors re-inspected the property and found that violations remained uncorrected.
4. That based upon said records of the Fire Department, the following conditions and violations of City Codes(s) were found to exist, to wit:
 - A. Shall repair/replace retaining wall.
5. That all parties, including the owner of record and any occupants or tenants, have been given the appropriate notice of this hearing according to the provisions of the City Code Section 8.206(A) and 8.206(B).

CONCLUSIONS OF COUNCIL

1. That the property located at 1101 46th Avenue N.E. is in violation of the provisions of the Columbia Heights City Code as set forth in the Notice of Abatement.
2. That all relevant parties and parties in interest have been duly served notice of this hearing, and any other hearings relevant to the abatement of violations on the property listed above.
3. That all applicable rights and periods of appeal as relating to the owner of record, occupant, or tenant, as the case may be, have expired, or such rights have been exercised and completed.

ORDER OF COUNCIL

1. The property located at 1101 46th Avenue N.E. constitutes a nuisance pursuant to City Code.
2. That a copy of this order shall be served upon all relevant parties and parties in interest.

RESOLUTION NO. 2015-61

Resolution of the City Council for the City of Columbia Heights declaring the property a nuisance and approving abatement of ordinance violations pursuant to Chapter 8, Article II, of City Code, of the property owned by Veronica Moroz (Hereinafter "Owner of Record").

Whereas, the owner of record is the legal owner of the real property located at 4533 Madison Street N.E., Columbia Heights, Minnesota.

And whereas, pursuant to Columbia Heights Code, Chapter 8, Article II, Section 8.206, written notice setting forth the causes and reasons for the proposed council action contained herein was sent via regular mail to the owner of record on May 13, 2015.

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

FINDINGS OF FACT

1. That on May 12, 2015, an inspection was conducted on the property listed above. Inspectors found violations. A compliance order was sent via regular mail to the owner at the address.
2. That on June 12, 2015, inspectors re-inspected the property listed above. Inspectors noted that violations remained uncorrected. A compliance order and statement of cause was mailed via regular mail to the owner listed in the property records.
3. That on June 30, 2015, inspectors re-inspected the property and found that violations remained uncorrected.
4. That based upon said records of the Fire Department, the following conditions and violations of City Codes(s) were found to exist, to wit:
 - A. Shall repair/replace broken window in front.
 - B. Shall seed or sod backyard.
5. That all parties, including the owner of record and any occupants or tenants, have been given the appropriate notice of this hearing according to the provisions of the City Code Section 8.206(A) and 8.206(B).

CONCLUSIONS OF COUNCIL

1. That the property located at 4533 Madison Street N.E. is in violation of the provisions of the Columbia Heights City Code as set forth in the Notice of Abatement.
2. That all relevant parties and parties in interest have been duly served notice of this hearing, and any other hearings relevant to the abatement of violations on the property listed above.
3. That all applicable rights and periods of appeal as relating to the owner of record, occupant, or tenant, as the case may be, have expired, or such rights have been exercised and completed.

ORDER OF COUNCIL

1. The property located at 4533 Madison Street N.E. constitutes a nuisance pursuant to City Code.
2. That a copy of this order shall be served upon all relevant parties and parties in interest.

**COLUMBIA HEIGHTS PUBLIC LIBRARY
BOARD OF TRUSTEES
MINUTES
August 5, 2015**

Approved
September 2,
2015

The meeting was called to order by Chair Patricia Sowada at 6:33 p.m. Members present were: Nancy Hoium, Steve Smith, Patricia Sowada, Catherine Vesley and Barbara Tantanella. Also present: Library Director Renee Dougherty, Member absent was Council Liaison Gary Peterson and Recording Secretary Renee Rewitzer.

The minutes of the July 2, 2015, Board meeting were approved as mailed.

The bill list dated 7/8/2015 was reviewed. It was moved, seconded, and passed that the bills be paid.

The bill list dated 7/22/2015 was reviewed. It was moved, seconded, and passed that the bills be paid.

The August 1, 2015 accounting was reviewed. A discussion was held regarding the water bill. Dougherty replied that it was due to a malfunctioning toilet.

Old Business:

1. Dougherty reported that more pollution than expected was found at the building site for the new library. This may result in additional hauling and dumping fees. More details will become available as work is completed.
2. The second bid package was opened and there were eight general construction bids. Ebert Construction had the low bid; they have done work for Columbia Heights in the past. Of the five mechanical bids, Cool Air Mechanical Inc. had the lowest. People's Electric made the low bid for electrical systems. Breth-Zensen Fire Protection was the lowest bid for fire suppression. The Council reviewed bids and authorized contracts with the low bidders at their meeting on Monday, August 3rd.
3. The City will meet with representatives of Northeast Bank about the amount of their donation and naming rights for the board room in the new library. Members of the Library board liked this idea; and will meet with the City regarding naming portions of the building. HGA and the Foundation will design donor recognition to be placed in the lobby. The design will reserve space for additions of future donor names.
4. The Foundation's spaghetti dinner fundraiser proceeds will go toward the RFID project. The dinner will be held on September 23 from 4:30 to 7:00 p.m.
5. The 2016 proposed budget allocated too much money for other communications (internet service) so the excess was transferred to lines covering credit card fees and building maintenance.
6. The Youth Read Down Program in June and July was a success with 63 kids participating. A total of \$360.00 of fines was waived with \$26.00 being the largest amount read down by one child. A total of 107 sessions of reading were recorded with one patron reading for three hours straight.

New Business:

1. Children's Librarian Bethany Grabow is resigning to move to Portland, OR. Her last day will be September 2nd. The position has been posted and applications will be accepted through August 24th.
2. Dougherty shared that a Volunteer Appreciation event will be held on August 10, 2015, at 5:30 p.m. at the Library. Volunteers will also be recognized before the Council meeting beginning at 7:00 p.m. that evening.
3. Dougherty reported that a book sale is planned for August 13, 14, and 15 in the Library Activity Room. The Friends of the Library will help with this event.
4. The groundbreaking event for the new library will be held on September 24th at 5:30 p.m. An invitation list is being prepared.
5. The Anoka County Library request for bids for the RFID project did not receive sufficient response to allow a choice of vendors so the deadline has been extended through the end of August. Columbia Heights Public Library intends to participate in this project.

Items from the Floor:

1. Sowada asked about surplus funds that the library may have. Dougherty replied that the library is required to maintain a cash reserve of a portion of the annual budget in order to fund operations in the interim before the semiannual tax revenues are received in May and December.
2. Smith said the LED (50 year bulbs) planned for the new library burn cool and rebates are good; this type of lighting would be beneficial and should result in lower energy costs for electricity.
3. A question was raised about a solar roof for the new library and Dougherty replied that the building will support solar panels and the rebates available will make them affordable. The City will explore the option of adding solar panels to city property as appropriate beginning in 2016.

There being no further business, the meeting was adjourned at 7:32 p.m.

Respectfully submitted,

Catherine Vesley c/o Renee J. Rewitzer
Recording Secretary, Library Board of Trustees

The City of Columbia Heights does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Columbia Heights services, programs, and activities.

Attachments:

**ECONOMIC DEVELOPMENT AUTHORITY (EDA)
MINUTES OF THE MEETING OF
AUGUST 3, 2015 IN CONFERENCE ROOM 1**

The meeting was called to order at 6:30 pm by Chair Peterson.

Members Present: Bruce Nawrocki, Donna Schmitt, Gary Peterson, John Murzyn, Marlaine Szurek, Gerry Herringer, and Bobby Williams (arrived at 6:35 pm).

Staff Present: Walt Fehst, Joseph Hogeboom, Loren Wickham, Joe Kloiber, and Shelley Hanson.

PLEDGE OF ALLEGIANCE- RECITED

1. CONSENT ITEMS

- 1. Approve the Minutes from June 1, 2015.**
- 2. Approve the Financial Report and Payment of Bills for May and June 2015 on Resolution 2015-13.**

Questions by Members:

There were no questions.

Motion by Szurek, seconded by Schmitt, to waive the reading of Resolution 2015-13, there being an ample amount of copies available to the public. All ayes. MOTION PASSED.

Motion by Szurek, seconded by Schmitt, to approve the consent agenda as presented. All ayes. MOTION PASSED.

EDA RESOLUTION 2015-13

RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY (EDA) APPROVING THE FINANCIAL STATEMENTS FOR MAY AND JUNE 2015 AND PAYMENT OF BILLS FOR THE MONTHS OF MAY AND JUNE 2015.

WHEREAS, the Columbia Heights Economic Development Authority (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 months of May and June 2015 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.

Passed this 3rd day of August, 2015

MOTION BY: Szurek
SECONDED BY: Schmitt
AYES: All ayes

PUBLIC HEARING

1. Consideration of Sale of 4631 Pierce Street NE

Wickham reminded members that Home Detail approached the City last spring about purchasing the EDA owned lot at 4631 Pierce St. NE. A public hearing must be held before property can be sold. The 2015 Estimated Market Value is \$50,600 according to Anoka County property records. Earlier this year we were considering adding this lot into our Scattered Site Program and listing it at \$25,000. The EDA should establish a price to sell the lot for and if the current interested party doesn't accept it we should market and sell the lot to another contractor/individual. The resolution prepared for you doesn't specify a specific buyer.

Staff recommends approving to sell 4631 Pierce Street NE and entering into a purchase and redevelopment agreement with a buyer to construct an owner occupied single family house.

Jeff Magdik from Home Detail submitted a letter to the Commission detailing his opinion regarding this lot. He stated that he has obtained bids for the retaining wall that affects his offer. He believes the wall needs to be completely removed and replaced and the bids he received for that work came in between \$21,000 and \$27,000. He would still like to purchase the lot for \$7,500 which is the price being paid for the lots in the scattered site program. After some discussion, he said he would be willing to pay up to \$15,000 for the lot.

Questions/comments from members:

Hogeboom told members that of the remaining lots, this is one of the better lots. It is larger and a new house on it would complete that block. He went on to tell members that we have a lot of interest in the vacant lots that the City owns, and that staff will be bringing a proposal to put them on the market at the September meeting. Staff will prepare a list, recommend a listing price and put them up for sale on MLS once the Commission considers the recommendation. Hogeboom stated there is a list of at least 8 other builders who want to purchase the lots, so he told members it may be the best interest of the EDA to establish the prices and put them up for sale rather than accepting a decidedly lowball offer. He told members that he had met with Crystal staff regarding their program and gave a brief overview of how successful they have been at selling their lots now that the market has improved and there are numerous interested builders.

Peterson asked Magdik about his plans for the retaining wall. He stated he would like to see the lot sold and a new house constructed sooner rather than later.

Schmitt stated that because we have sold numerous lots in the \$7,500-\$10,000 range, she believes \$15,000 would be a fair price. She said the EDA's goal is to get them developed, not necessarily to make money in the process.

Nawrocki stated that the County Assessor has a value of \$50,600 and we should use that as a guide for the selling price. He said if land values are too high for this property than maybe they need to be adjusted throughout the City.

Herringer asked Magdik what other lots he was wanting to purchase. He replied he has interested parties who want the two Polk Street lots. Herringer asked him how much he paid for the Fridley lots along University Avenue. Magdik said he paid between \$25,000-\$30,000 for each of them.

Hogeboom reminded members that we can't necessarily get locked into the mindset of having to sell the remaining lots for \$7,500 which was the price for the scattered site lots as that was a special program designed to generate interest during a down time in the economy. He said the program was successful as we only have two lots remaining and that Timbercraft will be constructing a model home on the Reservoir lot which should sell quickly.

Public Hearing Opened.

The only one present to speak on this issue was Magdik from Home Detail. He again expressed his desire to purchase the lot for \$7,500-\$15,000 and made it clear that he felt the City should accept his offer.

Public Hearing Closed.

Motion by Nawrocki, to establish a price of \$50,600 for 4631 Pierce Street, based on the estimated market value set by Anoka County. The motion died due to a lack of a second.

Motion by Herringer, seconded by Szurek to establish a price of \$20,000 for the sale of this lot to Home Detail. Motion by Nawrocki to amend the motion to raise the price to \$25,000. Again this amendment failed due to a lack of a second. There was some discussion that followed regarding a time frame that this offer from the City would be valid. To clarify things after the discussion a new motion was made.

Motion by Herringer, seconded by Szurek to establish a price of \$20,000 for the sale of 4631 Pierce Street to Home Detail. This price will be valid for 15 days if he wishes to accept the set price. If not, the property will be added to the list that will be considered at the September meeting prior to being listed with the MLS.

Roll Call Vote: Ayes-Szurek, Schmitt, Murzyn, Herringer, Williams, and Peterson.

Nays-Nawrocki. Nawrocki went on record that he opposes this price as it is less than half of the County's Estimated Market Value and he feels it is much too low. MOTION PASSED.

Herringer stated that if the offer is not accepted within the 15 day time period, he does not feel the Commission should entertain any more negotiations with Home Detail.

Motion by Herringer, seconded by Szurek, to waive the reading of Resolution 2015-14, there being ample copies available to the public. All ayes. MOTION PASSED.

*Motion by Herringer, seconded by Szurek, to adopt Resolution 2015-14, approving the sale of land and the Purchase and Redevelopment Agreement between the Columbia Heights Economic Development Authority and the Buyer. Ayes-Szurek, Schmitt, Murzyn, Herringer, Williams, and Peterson.
Nays-Nawrocki MOTION PASSED.*

COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. 2015-14

RESOLUTION APPROVING THE SALE OF LAND AND PURCHASE AND REDEVELOPMENT AGREEMENT BETWEEN THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND BUYER

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

Section 1. Recitals.

1.01. The Authority has determined a need to exercise the powers of a housing and redevelopment authority, pursuant to Minnesota Statutes, Sections. 469.090 to 469.108 ("EDA Act").

1.02. The Authority and purchaser (the "Redeveloper") have proposed to enter into a PURCHASE AND REDEVELOPMENT AGREEMENT (the "Contract"), setting forth the terms and conditions of sale and redevelopment of certain property owned by the Authority located at 4631 Pierce Street NE and described as LOT 4, BLK 1, PARKVIEW TERRACE to Columbia Heights, Anoka County, Minnesota (the "Redevelopment Property").

1.03. Pursuant to the Contract, the Redeveloper will acquire the Redevelopment Property and construct an owner occupied single family house, subject to the City's zoning and building codes.

1.04. The activities of the Authority under the Contract implement housing goals of the City's Comprehensive Plan: "Promote and preserve the single-family housing stock as the community's strongest asset." and "Provide a variety of life-cycle housing opportunities within the community."

1.05. The Board has reviewed the Contract and finds that the execution thereof and performance of the Authority's obligations thereunder further the goals of the Comprehensive Plan and are in the best interests of the City and its residents.

Section 2. Authority Approval; Further Proceedings.

2.01. The Contract as presented to the Board, including the sale of the Redevelopment Property described therein, is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the President and Executive Director, provided that execution of the documents by such officials shall be conclusive evidence of approval.

2.02. The President and Executive Director are hereby authorized to execute on behalf of the Authority the Contract and any documents referenced therein requiring execution by the Authority, and to carry out, on behalf of the Authority its obligations thereunder.

2.03. Authority and City staff are authorized and directed to take all actions to implement the Contract.

Approved by the Board of Commissioners of the Columbia Heights Economic Development Authority this 3rd day of August, 2015.

A sample Purchase & Redevelopment Agreement and Quit Claim Deed were enclosed in the agenda packets for the members to review which would be executed by the EDA and the buyer.

BUSINESS ITEMS

- 1. Resolution 2015-15 HRA Levy Budget**
- 2. Resolution 2015-16 EDA Levy Budget**

Hogeboom provided members with the 2016 budget for all of the Community Development Department (EDA and Planning & Inspections). Although some of the Department's budget (Fund 201) is not controlled by the EDA, the EDA has historically reviewed and approved the entire Community Development Department budget. The budget is ultimately approved by the City Council.

The EDA portion of the budget is "Fund 204", and the attached resolutions serve as a recommendation to the City Council for levying both an EDA and a HRA levy. The Department's operating budget is relatively straightforward due to the size of the department.

Hogeboom explained that the 2016 budget includes an overall increase in EDA expenses due to a reallocation of the way in which salary expenses are charged between Fund 201 and Fund 204. The Associate Planner position is no longer recognized in fund 204, while 90% of the Assistant Director position is recognized in Fund 204, 80% of the director position is recognized in Fund 204, and 10% of the Secretary II – Permits and Licensing position is recognized in Fund 204. This reallocation was made to reflect more accurately staff's time spent in the two different areas of the department.

Revenue is expected to increase in the EDA fund due to levy increases based on market value. Revenue is expected to increase in the Planning & Inspections fund due to anticipated increased permit, license and fee income. The complete Community Development Department budget will be distributed to the City Council later in 2015.

Staff recommends approval of the Levies as presented.

Questions from members:

Joe Kloiber, Finance Director, was present to answer questions. He explained the history behind having two budgets for the EDA and HRA. Kloiber reviewed the figures with the members. He said the HRA levy is set at a percentage of the market values. Due to property values dropping every year since 2008, the amount of the levy also decreased each year. It has recovered some for 2016 as market values have now increased once again.

Nawrocki said the HRA levy should be lower since we will no longer be responsible for managing Parkview Villa, and as a result, staff should be cut to lower expenses. Hogeboom said staff will still be doing administrative work after the closing for a year or more. There will be outstanding bills to pay, reports to be done for HUD, and closing of various files to meet legal obligations. Nawrocki then asked about line item 6999 and why the amount increased so drastically. Kloiber explained that is an internal transfer between funds to cover the reallocation of staff funding.

Schmitt asked if the HRA and EDA can be combined. She also asked where the proceeds from the sale will go after closing. Kloiber told members that the proceeds will go into the established funds for PVDN and PVVS for the time being. He also explained that the HRA will have to remain in existence since the loan payment will be made to the HRA at the end of 30 years. The possibility of combining the HRA with the EDA is being researched by the Attorneys.

Motion by Williams, seconded by Schmitt, to waive the reading of Resolutions 2015-15 and 2015-16, there being ample copies available to the public. All ayes. MOTION PASSED.

Motion by Williams, seconded by Schmitt, to approve Resolution 2015-15, Resolution Authorizing the Levy of a Special Benefit Levy pursuant to Minnesota Statutes, Section 469.033, Subdivision 6 and Approval of a Budget for Fiscal year 2016. Ayes-Szurek, Schmitt, Murzyn, Williams, Herringer, Peterson. Nays-Nawrocki MOTION PASSED.

Nawrocki stated he is voting against the motion because he feels the expenses should be reduced for the department budgets due to the sale of Parkview Villa.

Motion by Williams, seconded by Schmitt, to approve Resolution 2015-16, Resolution of the Economic Development Authority (EDA) in and for Columbia Heights Adopting the 2016 budget and setting the EDA Levy. Ayes-Szurek, Schmitt, Murzyn, Herringer, Williams, and Peterson. Nay-Nawrocki. MOTION PASSED.

**COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY
RESOLUTION NO. 2015-15
AUTHORIZING THE LEVY OF
A SPECIAL BENEFIT LEVY PURSUANT TO MINNESOTA STATUTES,
SECTION 469.033, SUBDIVISION 6 AND APPROVAL
OF A BUDGET FOR FISCAL YEAR 2016**

WHEREAS, pursuant to Minnesota Statutes, Section 469.090 to 469.1081 ("EDA Act") the City of Columbia Heights ("City") created the Columbia Heights Economic Development Authority (the "EDA"); and

WHEREAS, pursuant to City Resolution 2001-62 and Ordinance No. 1442, the City Council granted to the EDA all powers and duties of a housing and redevelopment authority under the provisions of Minnesota Statutes, Sections 469.001 to 469.047 (the "HRA Act"), except certain powers that are allocated to the Housing and Redevelopment Authority in and for the City of Columbia Heights (the "HRA"); and

WHEREAS, Section 469.033, Subdivision 6, of the HRA Act permits the EDA and HRA, together, to levy and collect a special benefit levy of up to .0185 percent of taxable market value in the City upon all taxable real property within the City; and

WHEREAS, the EDA desires to levy a special benefit levy in the amount of .0185 percent of taxable market value in the City; and

WHEREAS, the EDA understands that the HRA does not expect to levy a special benefit tax for fiscal year 2016; and

WHEREAS, the EDA has before it for its consideration a copy of a budget for its operations for the fiscal year 2016 and the amount of the levy for collection in fiscal year 2016 shall be based on this budget.

NOW, THEREFORE, Be It Resolved by the Board of Commissioners of the Columbia Heights Economic Development Authority:

1. The budget of \$301,193 for the operations of the EDA presented for consideration by the Board of Commissioners of the EDA is hereby in all respects approved. Such budget includes the amount the EDA requests (by separate resolution) to be levied by the City under Minnesota Statutes, Section 469.107, together with the amount to be levied hereunder by the EDA under Minnesota Statutes, Section 469.033, subdivision 6.

2. Staff of the EDA are hereby authorized and directed to file the budget with the City in accordance with Minnesota Statutes, Section 469.033, Subdivision 6.

3. There is hereby levied, subject to the approval of the City Council of the City, a special benefit levy pursuant to Minnesota Statutes, Section 469.033, Subdivision 6, in the amount of \$202,364, which is .0185 percent of the market value in the City.

4. Staff of the EDA are hereby authorized and directed to seek the approval by resolution of the City Council of the City of the levy of special benefit taxes in 2016 and to take such other actions as are necessary to levy and certify such levy.

Motion by: Williams
Second by: Schmitt

Motion passed this 3rd day of August 2015.

EDA RESOLUTION 2015-16

RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR COLUMBIA HEIGHTS (EDA) ADOPTING THE 2016 BUDGET AND SETTING THE EDA LEVY.

BE IT RESOLVED By the Columbia Heights Economic Development Authority (EDA) of Columbia Heights, Minnesota as follows:

WHEREAS, the Columbia Heights City Council established the Columbia Heights Economic Development Authority January 8, 1996 pursuant to Minnesota Statutes 469.090 to 469.1081; and

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

WHEREAS, the EDA is authorized under State Statutes, Section 469.107 to levy a tax on its area of operation for the purposes authorized under State Statues 469.090 to 469.1081, subject to consent by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE EDA FOR THE CITY OF COLUMBIA HEIGHTS, MINNESOTA THAT:

1. The EDA adopts and recommends to the City Council for approval a budget of \$301,193 for year 2016.
2. The EDA adopts and recommends to the City Council for approval a levy of \$84,000 for year 2016.

The Executive Director is instructed to transmit a copy of this resolution to the City Manager and Finance Director/City Clerk of the City of Columbia Heights, Minnesota.

APPROVED THIS 3rd day of August 2015.

MOTION BY: Williams
SECONDED BY: Schmitt

3. Antenna Lease Agreement

Hogeboom explained that as a component of the negotiated sale of Parkview Villa North and South to Aeon Housing, the Economic Development Authority will retain revenue from the cellular antenna located on top of the building until December 31, 2027. The existing Lease of the facility is between the EDA and T-Mobile, and began in 1997.

Rent commenced at \$12,000 in 1997 and increased each year by the greater of either 4% of the previous year's annualized rent, or an amount equal to the increase in the Consumer Price Index ("CPI"). The original Lease offered several renewal terms, the last of which ends on December 31, 2016. Currently we are receiving \$23,372/year from the current lease terms.

To maintain this income stream, it is necessary to enter into a new Lease with T-Mobile that will begin on January 1, 2017, as well as to obtain an Easement for the property from Aeon to allow access to the antenna area. The new Lease was mutually agreed upon by EDA staff, Aeon and T-Mobile, and is subject to the same terms of the existing Lease.

It is necessary for the EDA to approve the Lease and Easement agreements prior to the sale of the property. Copies of both the proposed Lease and the proposed Easement were provided to members.

Staff recommends approval of the motions provided them concerning the Parkview Villa Cellular Antenna Facilities Easement and Lease.

Questions from members:

Hogeboom stated we were able to re-negotiate the same terms with T-Mobile extending the lease from January 2017-December 2027. Nawrocki asked what type of signal is broadcast from the antenna. Hogeboom stated it is a cellular antenna for T-Mobile phones only. Nawrocki then asked what happens to the lease after 2027. Hogeboom stated it could be renewed if T-Mobile and Aeon wished to do so, but the City would no longer have any rights to it.

Motion by Szurek, seconded by Williams, to authorize the President and the Executive Director of the Economic Development Authority to execute the Easement Agreement with Aeon for Parkview Villa Cellular Antenna Facilities. All ayes. MOTION PASSED.

Motion by Szurek, seconded by Williams, to authorize the President and the Executive Director of the Economic Development Authority to execute the First Amendment to the Parkview Villa Site Lease Agreement with T-Mobile Central, LLC. All ayes. MOTION PASSED.

**EASEMENT AGREEMENT
(Cellular Antenna Facilities)**

This Easement Agreement (this “**Agreement**”) is made as of this ____ day of _____, 2015, by and between the Columbia Heights Economic Development Authority, a public body corporate and politic in the State of Minnesota (the “**EDA**”) and Aeon, a Minnesota non-profit corporation (“**Owner**”).

WHEREAS, the Columbia Heights Housing and Redevelopment Authority (the “**HRA**”) was the owner of certain real property known as Parkview Villa North and Parkview Villa South, located at 965 40th Avenue Northeast in Columbia Heights, Anoka County, Minnesota which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, pursuant to that certain Site Lease Agreement dated December 4, 1996, as amended by that certain First Amendment to Site Lease Agreement dated _____, 2015, and as may be further amended, restated or replaced from time to time (the “**Lease**”), T-Mobile maintains directional antennas, connecting cables, equipment, cabinets, an accessory building and appurtenances (collectively, the “**Facilities**”) as depicted on Exhibit C hereto (the “**Plans**”) on the roof of the Parkview Villa North building; and

WHEREAS, concurrently with the execution of this Agreement, the HRA has conveyed the Property to Owner; and

WHEREAS, prior to such conveyance the HRA assigned the Lease to the EDA;

WHEREAS, the EDA desires an easement from Owner that will allow the EDA, or its tenant under the Lease, to continue to operate, maintain, repair and reconstruct the Facilities on the roof of the Parkview Villa North building; and

WHEREAS, Owner agrees to grant a certain limited-term easement as provided in this Agreement; and

NOW, THEREFORE, in consideration of one dollar (\$1.00), the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by Owner, the parties hereto agree as follows:

1. ANTENNA EASEMENT. Owner does hereby grant and convey to the EDA, for the Term (as defined herein), a non-exclusive antenna easement over and upon the portion of the roof of the Parkview Villa North building described on the attached Exhibit B and incorporated herein by reference (the “**Easement Area**”) for the construction, use, operation, maintenance and repair (including reconstruction) of the Facilities, subject to all governmental rules and regulations with respect to such facilities.
2. INGRESS AND EGRESS EASEMENT. Owner also does hereby grant and convey to the EDA, for the Term, a nonexclusive ingress and egress easement over the Property in order to gain reasonable and necessary access to the Easement Area. Owner reserves the right to change or limit the location of ingress and egress easement to the Easement Area to complement its residential development activities, provided that such access shall be reasonably located and not unduly interfere with the Facility operations. The EDA may not enter any buildings on the Property. The EDA may not build on the Property other than to construct, use, operate, maintain, repair or reconstruct the Facilities as depicted on the Plans.
3. PAYMENT OF UTILITIES. Prior to the date hereof, the EDA shall separately meter charges for the compensation of electricity and other utilities associated with the Facilities and the EDA’s use of the Property and shall promptly and timely pay all costs associated herewith.
4. CONSTRUCTION, MAINTENANCE AND OPERATION. The EDA hereby represents, agrees, and warrants that the Facilities shall be constructed, used, operated, maintained, repaired and reconstructed in accordance with good construction and engineering practices and all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations (“**Laws**”) including those of the Federal Communications Commission, the City of Columbia Heights and Anoka County, and all applicable federal, state, and local environmental, safety and hazardous materials laws and regulations including but not limited to CERCLA (“**Hazardous Materials Laws**”), and materially as depicted on the Plans. The EDA agrees to

maintain, at its sole expense, the Facilities located on the Property in good condition and repair, at least equal to the standard of maintenance of the Property, and in accordance with all applicable Laws, and if any portion of the Facilities breaks, malfunctions, or is or becomes in disrepair, the EDA will promptly repair or replace the item or items including any and all damage caused by said breakdown, malfunction or disrepair at its own expense. The EDA agrees that it will not cause or permit any mechanic's or materialmen's liens or claims to be filed against the Property, or any part thereof. Except as depicted on the Plans, the EDA may not install any additional facilities or improvements without the prior written approval of Owner, which may be withheld in Owner's sole discretion and may be made subject to any further requirements Owner may have, with the exception that the EDA may erect additional Facilities and install additional equipment on a temporary basis not to exceed 90 days to assure continuation of service in the event of a natural or manmade disaster in order to protect the health, welfare and safety of the community. At Owner's request, the EDA will install or cause to be installed a "screening" surrounding the exterior of the Facilities for esthetic purposes, which shall be painted to match the building and otherwise subject to Owner's approval.

5. HAZARDOUS MATERIALS. Except as reasonably used in the ordinary course of the operation of the Facilities, and in accordance with all applicable Laws, the EDA represents and warrants, that the use of the Easement Area and operation of the Facilities will not generate, and the EDA will not permit to be stored, disposed of, or transported to or over the Property, any Hazardous Materials. "**Hazardous Materials**" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste or materials as defined in any Hazardous Materials Law.

6. PROPERTY MAINTENANCE; DAMAGE TO PROPERTY. Subject to Section 13 below and the EDA's maintenance and repair obligations set forth in this Agreement, Owner shall be responsible for maintaining the building and any improvements (other than the Facilities) that are located within the Easement Area at its sole expense. Within 15 days after notification by Owner of such damage (or such lesser period of time as Owner deems necessary in the event of an emergency), the EDA will restore, at its sole expense, any damage to the Easement Area or the Property caused during or by the installation, maintenance or operation of the Facilities, including damage to any structures, pavement, landscaping or any other improvements or surface or subsurface conditions, such restoration to be made to the same condition as immediately prior to such disturbance.

7. INTERFERENCE. The EDA shall cause the Facilities to be operated such that they do not unreasonably and materially interfere with Owner's use of the Property. If Owner finds in its reasonable discretion that the Facilities or any part thereof unreasonably and materially interferes with Owner or its tenants' use of the Property (including but not limited to threats to public

health or safety), Owner may require the EDA to cause the operation of the Facilities to be temporarily discontinued, except for intermittent operation for the purpose of testing, until the interference has been eliminated. If the operation of the Facilities is discontinued in accordance with this Section and the interference cannot be eliminated within thirty (30) days immediately thereafter, and if the parties are unable to mutually agree on an alternative location on the Property in which to relocate the Facilities in accordance with Section 10 of this Agreement, Owner may terminate this Agreement; provided consent to relocate the Facilities due to an interference under this Section may be withheld by either party in its sole discretion, and the payment for such relocation shall be as mutually agreed by the parties. If Owner determines that a cessation is necessary as a result of an emergency or threat to public health or safety, Owner may require that such cessation be accomplished immediately.

8. INDEMNITY. The EDA agrees to defend, indemnify and hold harmless Owner and its partners, officers, employees, agents and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation arising out of the use of the Property by the EDA or its employees, agents, tenants or invitees, except to the extent that the same arise from the gross negligence or willful misconduct of Owner. The indemnity provided herein shall survive the termination of this Agreement. Owner agrees to defend, indemnify and hold harmless the EDA and its officials, employees, agents and representatives from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation arising out of the use of the Property by Owner or its employees, agents, tenants or invitees, except to the extent that the same arise from the gross negligence or willful misconduct of the EDA. The indemnity provided herein shall survive the termination of this Agreement.

9. OWNER'S USE. Owner hereby reserves to itself the right to use the land included within the Easement Area, including but not limited to use for cellular antenna purposes (provided that any such use must not interfere with or impair the EDA's use of the Facilities and any further lease of the Easement Area by Owner must prohibit a user from interfering with the Facilities), subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with the Facilities or prevent reasonable ingress and egress thereto for the purposes of construction, operation, use, maintenance or repair (including reconstruction) thereof. If the intended use by Owner of the Easement Area is for cellular antenna purposes, the EDA may require Owner to obtain an interference study from a professional engineer to determine if the new frequencies will cause harmful interference with the Facilities at Owner's expense.

10. RELOCATION. Owner reserves the right to require the EDA to relocate the Facilities to other portions of the Property acceptable to the EDA in its reasonable discretion. Owner agrees to pay all reasonable costs incurred by the EDA that are reasonably related to such relocation. Owner agrees to give the EDA not less than 30 days' notice of any desired relocation. In the event of any such relocation, this Agreement shall be amended to reflect such relocation so that the EDA has an easement for the relocated Facilities under the same terms and conditions as this Agreement.

11. INSURANCE; RELEASE. The EDA agrees to maintain at all times adequate commercial general liability insurance with respect to its access rights on the Property and the Easement Area and the use and occupancy thereof (in an amount not less than \$1,000,000.00 per occurrence), specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Easement Area and the Property, and contractual coverage with respect to the indemnity obligations set forth in this Agreement. The current owner of the Property shall be named as an additional insured on such policy and all insurance policies required to be held by the EDA and the tenant under the Lease. The EDA shall furnish Owner with evidence of such coverage on or before the date of this Agreement, and upon request from time to time thereafter.

12. ABANDONMENT OF EASEMENT. If the EDA shall abandon or no longer use the Easement Area for a period of at least one year, then, notwithstanding any provision herein to the contrary, the Easement shall automatically terminate and the EDA shall, promptly upon request, execute a recordable instrument to evidence the termination and release of the easement and this Agreement.

13. EMINENT DOMAIN; CASUALTY. If the Easement Area or any part thereof is taken by eminent domain or conveyed in lieu of eminent domain, then this Agreement shall terminate and any award for such a taking or damages paid as a result of such taking shall be the sole and exclusive property of the owner of the property taken. Without limiting the foregoing, the EDA shall have the right to claim and recover from the condemning authority, but not from Owner, such compensation as may be separately awarded or recoverable by the EDA on account of any and all damage to the EDA's business and any costs or expenses incurred by the EDA in moving/removing its equipment, personal property, Facilities and leasehold improvements. The EDA and Owner agree to execute any instrument of assignment as may be required by the other for the recovery of damages with respect to that party's property. If the Easement Area is damaged by fire or other casualty (whether insured or not), Owner has no obligation hereunder to reconstruct the Easement Area or the building upon which it is located; provided, however, if Owner does perform such reconstruction, the EDA may at the EDA's expense reconstruct the Facilities within the reconstructed Easement Area for operation for the remainder of the Term. If Owner does not reconstruct the Easement Area in its sole discretion, this Agreement shall terminate.

14. ASSIGNMENT. Except for the existing Lease, the EDA may not assign or otherwise transfer, voluntarily or involuntarily, this Agreement without Owner's prior written consent, which may be withheld in Owner's absolute discretion; provided, however, without the consent of Owner, the EDA may assign this Agreement to a governmental entity that succeeds to all of the EDA's responsibilities in the County of Anoka.

15. NO DEDICATION. Nothing contained herein shall be deemed to be a dedication of any part of the Property to the general public, or for the general public or for any public purposes whatsoever.

16. NO PARTNERSHIP. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

17. DEFAULT; REMEDIES. If a party hereto defaults under any of its obligations under this Agreement, and such default continues for 30 days after receipt of written notice from the non-defaulting party, then the non-defaulting party may exercise one or more of the following remedies:

- (a) Cure the default and charge the cost thereof to the defaulting party, and all such costs shall be payable on demand and shall bear interest from the date of demand until paid in full at the rate of 8% per annum; or
- (b) Apply for injunctive relief and/or specific performance.

The 30-day cure period shall not apply (a) in the case of an emergency in which event an immediate cure shall be required, and (b) where a default is not susceptible of cure within 30 days and the defaulting party commences the performance, fulfillment or observance within the 30-day period and diligently prosecutes the same thereafter. Any action seeking one or more form of relief shall not be a bar to an action at the same or subsequent time seeking other or alternative relief. In any such action, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees. No delay or forbearance by a non-defaulting party shall be deemed a waiver of the subject default or any subsequent default of a similar nature, and no waiver of any right and remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed.

18. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national overnight express service. In the case of Owner, notices shall be addressed to it at 901 North 3rd Street, Suite 150, Minneapolis, MN 55401, Attn: Caroline Horton, or at such other address as specified in writing by Owner. In the case of the EDA, notices shall be addressed to it at: 590 40th Avenue Northeast, Columbia Heights, Minnesota 55421, Attn: Executive Director or at such other address specified in writing by the EDA.

19. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.
20. RECORDING. The Agreement shall be recorded in the records of Anoka County, Minnesota.
21. GOVERNING LAWS. The laws of the state of Minnesota shall apply to the Agreement.
22. SEVERABILITY. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
23. BINDING ON FUTURE PARTIES. The easement granted herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns for the Term.
24. LEASE. The EDA will enforce its rights under the Lease to the fullest extent and will require the tenant to operate strictly in accordance therewith. The EDA and Owner acknowledge and agree that all of the rights made available to the EDA under the Lease shall be made available to Owner (other than the right to collect rent thereunder), that all warranties and indemnities set forth in the Lease shall inure to the benefit of Owner, and that Owner may, on its own behalf or on behalf of the EDA, enforce, directly against the tenant or any other applicable party under the Lease, all rights afforded to the EDA under the Lease. The Lease may not be amended or otherwise modified without the prior written consent of Owner. Upon termination of the Lease, if the EDA is the landlord under the Lease at the time of its termination, the EDA will cause the tenant under the Lease to execute a "Termination of Lease" in recordable form and will cause such document to be recorded in the Offices of the County Recorder and the Registrar for Anoka County, Minnesota.
25. TERM. This Agreement will terminate and be of no further force or effect, except as otherwise provided herein, at 11:59 on December 31, 2027 (the "**Termination Date**"). Prior to the Termination Date, unless otherwise agreed to by the parties in writing, the EDA must cause the Facilities to be removed from the Property and must restore the Property to a condition as good as or better than that which existed immediately prior to the installation of the Facilities (including the replacement of any landscaping, curbing or paving that has been removed or damaged). If this Agreement is terminated prior to the Termination Date, the EDA must cause such restoration to be completed within 60 days after such termination.

[Signature pages follow]

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

**OWNER:
AEON**

By: _____

Its: President and CEO

ACKNOWLEDGMENTS

STATE OF MINNESOTA } ss.:
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____, the President and CEO of Aeon, a Minnesota non-profit corporation, by and on behalf of the corporation.

Notary Public

**EDA:
COLUMBIA HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Its: President

By: _____

Its: Executive Director

ACKNOWLEDGMENTS

STATE OF MINNESOTA } ss.:
COUNTY OF ANOKA }

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ and _____, the President and Executive Director, respectively, of the Columbia Heights Economic Development Authority, a body corporate and politic in the State of Minnesota, by and on behalf of said body.

Notary Public

EXHIBIT A

Legal Description of the Property

Tract A:

That part of the South 1/2 of Lot 13, lying Northwesterly of the following line: Beginning at the Northeast corner of the South 1/2 of Lot 13; thence Southwesterly to a point on the South line of said Lot 13, said point being 2 feet Easterly of the Southwest Corners of Lot 13; the South 241 feet of Lot 14; then south 1/2 of Lot 15; Lot 39 except the West 30 feet thereof; Lots 40, 41, 42 and 43 and the West 1/2 of Lot 44, all in Block 5 Reservoir Hills, Columbia Heights, Anoka County, Minnesota
(Abstract)

Tract B:

The East 40 feet of the South 1/2 of Lot 16, Block 5, Reservoir Hills, Columbia Heights, Anoka County, Minnesota.
(Torrens)

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (the "**First Amendment**") is made this ___ day of _____, 2015 by and between Columbia Heights Economic Development Authority, a public body corporate and politic and political subdivision of the State of Minnesota, as the lessor, whose address is 590 40th Avenue NE, Columbia Heights, MN 55421 (hereinafter referred to as "**Landlord**"), and T-Mobile Central LLC, a Delaware limited liability company, whose address is 12920 SE 38th Street, Bellevue, WA 98006, as successor in interest to APT Minneapolis, Inc. (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant are parties to a Site Lease Agreement, dated December 4, 1996 (the "**Lease**") whereby Landlord has leased to Tenant and Tenant has leased from Landlord approximately 250 square feet of rooftop space (the "**Leased Premises**") on a certain building located at 965 40th Avenue NE, Columbia Heights, Minnesota, legally described in Exhibit A attached hereto (the "**Property**");

WHEREAS, the Lease provides for an Initial Term commencing on approximately January 1, 1997 and expiring December 31, 2001, with rent commencing at \$12,000 for the initial year and increased each year by the greater of (i) 4% of the previous year's annualized rent, or (ii) an amount equal to the increase in the Consumer Price Index ("CPI"), all as more fully described in paragraph 2 of the Lease, subject to three (3) Renewal Terms of five (5) years each at a rental rate for each Renewal Term consistent with the terms of the Initial Term;

WHEREAS, Tenant exercised its right to extend the Initial Term of the Lease for each of the three Renewal Terms;

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease for an additional 11-year renewal term from January 1, 2017 through December 31, 2027 (the "**Additional Renewal Term**");

WHEREAS, Landlord and Tenant have agreed on a rental rate for such Additional Renewal Term; and

WHEREAS, Landlord intends to convey fee title to the Property to Aeon (or its successor or assign, as applicable, being hereafter referred to as "**Property Owner**") and will be granted a non-exclusive easement (the "**Easement**") to the Leased Premises for a period equal to the Additional Renewal Term, along with certain rights of ingress and egress thereto through the Property, subject to Property Owner's reasonable security requirements and the rights of tenants at the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, Landlord and Tenant hereby amend the Lease as follows:

1. Additional Renewal Term. The Lease is hereby extended for the Additional Renewal Term, which shall run from January 1, 2017 through December 31, 2027.

2. Additional Extensions.

A. The parties acknowledge that upon the termination of the Additional Renewal Term, the Easement will expire and, as a result, Landlord will no longer have the right to occupy the Property for the purposes of providing Tenant its rights under the Lease. Accordingly, the following extension provisions are subject to the Owner Approval (as hereafter defined) and, in connection therewith, Property Owner's consent to its replacement of Landlord as the landlord under the Lease.

B. The parties further agree that Tenant shall have the option to request extensions of the Lease for two (2) additional five-year Renewal Terms commencing, respectively, on January 1, 2028 and January 1, 2033, by providing Property Owner written notice of Tenant's request for renewal (the "**Renewal Request**") at least eighteen (18) months prior to the expiration of the Additional Renewal Term or the first subsequent Renewal Term thereafter. Property Owner may approve or reject Tenant's Renewal Request in writing within 60 days after Property Owner's receipt of the Renewal Request for any reason or for no reason whatsoever; provided, however, any failure of Property Owner to respond to a Renewal Request shall be deemed a rejection of the Renewal Request. Property Owner's acceptance of a Renewal Request is referred to as an "**Owner Approval**." If Property Owner does not provide its Owner Approval in response to a Renewal Request, the Lease shall terminate in accordance with the terms upon the scheduled termination of the then-current term. If a Renewal Request for the first Renewal Term is either not delivered or rejected, the second subsequent Renewal Term will be void.

3. Rent for Additional Renewal Term. The rent for the Additional Renewal Term and any subsequent Renewal Term shall continue without interruption; provided that the rent shall be increased each year on January 1 by 3% of the previous year's annualized rent. After the termination of the Additional Renewal Term, if the Lease is extended as provided herein, rent shall be payable to Property Owner at the address provided in Section 6 below.

4. Lease of Landlord's Interest in Easement. Landlord and Tenant agree that the Lease is a lease only of Landlord's non-exclusive easement interest in the Leased Premises during the Additional Renewal Term. Landlord and Tenant agree that, for the Additional Renewal Term, Property Owner is a third party beneficiary under the Lease, as modified hereby, and has the right to directly enforce all of the duties and obligations of Tenant under the Lease. Upon any extension after the Additional Renewal Term, Property Owner will become the landlord under the Lease and, accordingly, a direct beneficiary, obligee, and obligor thereunder. Landlord and Tenant agree that all rights of Property Owner under this First Amendment shall inure to the benefit of its successors in title to the Property. Further, Tenant agrees that it shall name Property Owner as an additional insured under the applicable liability and casualty insurance which Tenant is required to maintain under the Lease. Landlord and Tenant agree that all warranties and indemnities set forth in the Lease shall inure to the benefit of Property Owner and that each of Landlord and Tenant will exercise its rights under the Lease in such a manner so as to not injure or damage the property of Property Owner or its tenants and so as to comply with Property Owner's reasonable security and other rules respecting the Property so as to not interfere with the right of quiet enjoyment of the tenants at the Property.

5. Recitals. The Recitals provisions are incorporated herein by this reference.

6. Notice and Cure. Tenant agrees to give Property Owner written notice of any defaults by Landlord under the Lease and an opportunity, at Property Owner's option, to cause the cure of such default within the cure periods set forth in the Lease, prior to exercising any remedies under the Lease. All notices to Property Owner shall be sent in accordance with the procedures for delivering notice under the Lease as follows:

Parkview Limited Partnership
Attn: Eric Schnell, Chief Operating Officer
901 North Third Street, Suite 150
Minneapolis, MN 55401

or to such alternate address or attention as Property Owner shall notify Tenant and Landlord in writing pursuant thereto.

7. Liens and Claims. Each of Landlord and Tenant agrees that it will not cause or permit any mechanic's or materialmen's liens or claims to be filed against the Property, or any part thereof, including, without limitation, the Leased Premises and shall indemnify Property Owner and its partners, and hold them harmless, from and against any and all mechanic's or materialmen's liens or claims or any other claims, whether third party claims or otherwise, arising from the Lease or the actions or omissions of Landlord or Tenant thereunder.

8. Easement Agreement. Tenant acknowledges that the Easement will be granted pursuant to a certain Easement Agreement between Landlord and Aeon to be recorded in the Anoka County real estate records upon conveyance of fee title to the Property to Aeon (or its successor or assign) (the “**Easement Agreement**”), and agrees that Tenant’s operations under the Lease, as amended hereby, will be in accordance with the recorded Easement Agreement and that, to the extent the Easement Agreement conflicts with the Lease, the Easement Agreement will control.

9. No Other Changes. Except as specifically provided herein, the Lease remains unchanged and in full force and effect. Capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF the undersigned have executed this instrument the day and year first referenced above.

LANDLORD: COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its President

By: _____
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____ and _____, respectively the President and Executive Director of the Columbia Heights Economic Development Authority, on behalf of the authority.

Notary Public

TENANT: T-MOBILE CENTRAL LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____, the _____ of T-Mobile Central LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

EXHIBIT A

Description of the Property

Tenant's leasehold interest in Landlord's easement rights granted in the following described property, pursuant to Easement Agreement recorded as Document No. _____ in the land records of Anoka County, Minnesota:

Tract A:

That part of the South 1/2 of Lot 13, lying Northwesterly of the following line: Beginning at the Northeast corner of the South 1/2 of Lot 13; thence Southwesterly to a point on the South line of said Lot 13, said point being 2 feet Easterly of the Southwest Corners of Lot 13; the South 241 feet of Lot 14; then south 1/2 of Lot 15; Lot 39 except the West 30 feet thereof; Lots 40, 41, 42 and 43 and the West 1/2 of Lot 44, all in Block 5 Reservoir Hills, Columbia Heights, Anoka County, Minnesota
(Abstract)

Tract B:

The East 40 feet of the South 1/2 of Lot 16, Block 5, Reservoir Hills, Columbia Heights, Anoka County, Minnesota.
(Torrens)

Tract C: (May be added later)

5. Administrative Report

1. Staff will prepare the list of properties that could be sold for redevelopment for the September meeting. Most of these lots are located in the Sheffield area.
2. Dominion will bring their plan for 55+ housing before the EDA in September. This proposed project will be similar to the one recently built in St Anthony. Nawrocki said he feels we have enough rental in the City and is therefore, against the proposal. Szurek stated she attended the Open House they had and thought the buildings were very nice and is highly in favor of the project. She said the St Anthony building was almost full by the Grand Opening. She said the units are nice and many amenities are provided for the residents.
3. The new owners of the NE Office Building are actively seeking an anchor tenant. Once one is secured they will do a major renovation on both the exterior and interior of the building. They will be putting signs up advertising “something good is coming soon” to help cover the damaged wall until such time the exterior work begins. Hogeboom also reported the bank will be staying through the winter as they are having some problems securing the lease at their new site.
4. The next regular HRA meeting will be October 27th and the next EDA meeting will be September 8th. August 27th is the date of the Groundbreaking at Parkview Villa for the remodeling that will be started after the closing.

The meeting was adjourned at 8:00 pm.

Respectfully submitted,

Shelley Hanson
Secretary



AGENDA SECTION	CONSENT
ITEM NO.	7C
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	CHANGE ORDER NO. 1 FOR LIBRARY BID PACKAGE CP-1		
DEPARTMENT:	Public Works	CITY MANAGER'S APPROVAL:	
BY/Date:	Kevin Hansen / September 9, 2015	BY/Date:	

Background:

Work on environmental soil remediation and site grading is complete. As indicated to the Council at contract award of CP-1, the extent of contaminated and unsuitable soils was estimated based on soil borings, but could vary significantly. If found suitable – soils excavated on-site were intended to be reused on-site.

Analysis/Conclusions:

Additional work was required during construction due to the extent of contaminated or unsuitable materials and asbestos. The change order (attached) is for the following construction items:

- 1) Additional removal of contaminated soil.
- 2) Additional removal of asbestos containing material.
- 3) Additional minor quantity adjustments for poly sheeting, temporary chain link fence and erosion control.
- 4) Deducts for items not used: screening of soil on-site; crushing concrete on-site; and removing rubble or large debris.

Additions or deletions to the contract modified quantities using the contract bid prices.

ICS Consulting and staff recommend approval of Change Order No. 1 for the Library Bid Package CP-1.

RECOMMENDED MOTION(S):

Move to approve contract Change Order No. 1 for Library Bid Package CP-1, Project 1410, to Veit & Company in the amount of \$126,168.21 for a new contract amount of \$633,941.07.

ATTACHMENT: Change Order No. 1



AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Columbia Heights Library 3939 Central Avenue Columbia Heights, MN 55421	CHANGE ORDER NUMBER: 001 DATE: September 10, 2015	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: June 22, 2015 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Additional export of unsuitable soils. ADD: \$126,168.21

TOTAL THIS CHANGE ORDER: ADD: \$126,168.21

The original Contract Sum was	\$ 507,772.86
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 507,772.86
The Contract Sum will be increased by this Change Order in the amount of	\$ 126,168.21
The new Contract Sum including this Change Order will be	\$ 633,941.07

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 27, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

HGA ARCHITECT <i>(Firm name)</i>	Veit & Company, Inc. CONTRACTOR <i>(Firm name)</i>	City of Columbia Heights OWNER <i>(Firm name)</i>
Suite 100, 420 5th Street North Minneapolis, MN 55401 ADDRESS	14000 Veit Place Rogers, MN 55374 ADDRESS	590 40th Avenue Northeast Columbia Heights, MN 55421 ADDRESS
_____ <i>(Signature)</i>	_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>	_____ <i>(Typed name)</i>
_____ DATE	_____ DATE	_____ DATE



Specialty Contracting & Waste Management

CHANGE ORDER REQUEST

150229 : Columbia Heights Library

PCO#: 1

Date: 09/09/2015

To: Brett Baldry
ICS Consulting, Inc.
3890 Pheasant Ridge Drive NE, Suite 180
Blaine, MN 55449
763-354-2670 (O)
(F)
brettb@ics-consult.com

From: Nate Stone
Veit & Company, Inc
14000 Veit Place
Rogers, MN 55374
(763) 428-6747 (O)
(763) 428-8348 (F)
nstone@veitusa.com

Below is the detail for our proposal to complete the following changes in contract work:

- Pending Change Order: Billing #1 Overruns
- Proposed Scope of Work:

Table with 6 columns: PCO Item, Status, Quantity, UM, Unit Price, Amount. Rows include items like Chain Link Fence, Screen On-site Soil, Crush Concrete Rubble, etc., with a total of \$126,168.21.

Submitted By:

Approved By:

[Signature]

Nate Stone

Brett Baldry

Date



AGENDA SECTION	CONSENT
ITEM NO.	7D
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	ADOPT RESOLUTION 2015-62 BEING A RESOLUTION ORDERING PREPARATION OF A REPORT FOR STINSON BOULEVARD REHABILITATION		
DEPARTMENT:	PUBLIC WORKS	CITY MANAGER'S APPROVAL:	
BY/DATE:	KEVIN HANSEN / SEPTEMBER 9, 2015	BY/DATE:	

BACKGROUND: To comply with Minnesota State Statutes involving an *assessed* improvement project, a resolution must be passed by the City Council calling for a report on the necessity, cost-effectiveness, and feasibility of the proposed improvement.

This past June the City Council approved a cooperative agreement with the City of St. Anthony for the reconstruction of Stinson Boulevard from 37th Avenue to north of 40th Avenue (concrete street section). As funding will include assessments, process will follow the requirements of Minnesota Statute, Chapter 429. A feasibility report shall be developed and approved by each City Council. In addition, a Public Hearing will be conducted for assessments by each City Council.

STAFF RECOMMENDATION: The attached resolution calls for the City Engineer to prepare the required report for the Stinson Boulevard from 37th to north of 40th Avenue. This area is included in the Street Rehabilitation Area Zone 2, also scheduled for 2016.

A public improvement hearing will need to be held following completion and acceptance of the feasibility report.

RECOMMENDED MOTION(S):

Move to waive the reading of Resolution 2015-62, there being ample copies available for the public.

Recommended Motion: Move to adopt Resolution 2015-62, being a resolution ordering preparation of a feasibility report for Stinson Boulevard Street Reconstruction.

ATTACHMENT: Resolution 2015-62

RESOLUTION NO. 2015-62

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

WHEREAS, the City Council of Columbia Heights is proposing to rehabilitate local streets in Zone 2 that have not been rehabilitated under the street program, and

WHEREAS, Stinson Boulevard from 37th Avenue to north of 40th Avenue is part of Zone 2 scheduled for 2016, and

WHEREAS, A Cooperative Agreement has been approved between the cities of Columbia Heights and St. Anthony (attached) that defines the responsibilities of each city for the project work, and

WHEREAS, the City Council intends to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended), and Section 103B.201 to 103B.251, as follows:

1508 STINSON BOULEVARD RECONSTRUCTION FROM 37TH TO NORTH OF 40TH AVENUES

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

FINDINGS OF FACT

That the proposed improvements be referred to Mr. Kevin Hansen, City Engineer, for study and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are necessary, cost effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, the estimated cost of the improvement as recommended and a description of the methodology used to calculate individual assessments for affected parcels.

ORDER OF COUNCIL

Passed this 14th day of September, 2015

Offered by:

Seconded by:

Roll Call:

Gary L. Peterson, Mayor

Attest:

Katie Bruno, City Clerk/Council Secretary

**COOPERATIVE AGREEMENT FOR THE ADMINISTRATION AND DIVISION OF
COSTS ASSOCIATED WITH STINSON BOULEVARD RECONSTRUCTION IN THE
CITIES OF COLUMBIA HEIGHTS AND SAINT ANTHONY**

THIS AGREEMENT, made and entered into this 22 day of June, 2015, by and between the City of Columbia Heights, Minnesota, a municipal corporation (hereinafter "Columbia Heights"), and the City of Saint Anthony, Minnesota, a municipal corporation (hereinafter "Saint Anthony").

WHEREAS, Columbia Heights and Saint Anthony share a common boundary and each desires to pursue a street improvement project of Stinson Boulevard from 37th Avenue NE to Silver Lane (hereinafter collectively the "2016 Stinson Boulevard Reconstruction Project"); and,

WHEREAS, the streets in Columbia Heights and Saint Anthony that are to be included in the 2016 Stinson Boulevard Reconstruction Project are named and depicted in the attached Exhibit A to this Agreement; and,

WHEREAS, the word "Improvements" as stated and used in this Agreement shall mean all 2016 Stinson Boulevard Reconstruction Project improvements including project development, preliminary and final engineering, administration, construction, inspection, and all other cost and work items described herein; and

WHEREAS, Minnesota Statutes Chapter 471.59 provides that municipalities may enter into a joint powers agreement providing for the division of costs for such Improvements; and

WHEREAS, the total costs for the Improvements shall be shared by Columbia Heights and Saint Anthony in accordance with the terms of this Agreement.

NOW, THEREFORE, IT IS AGREED:

**SECTION A
PROJECT SUMMARY**

1. The Improvements and financing shall be performed in accordance with the terms of this Agreement, the requirements of Minnesota Statutes, Chapter 429, and each City's respective codes, policies, and regulations.
2. Columbia Heights and Saint Anthony agree to develop separate Feasibility Reports for the Improvements.
3. Upon review and approval of the Feasibility Reports, a completion of final design (including the preparation of plans and specifications) shall be performed by Saint Anthony. Surveys, data, collection, and preparation of plans for final design shall also be performed by Saint Anthony. Bidding and contract documents shall be prepared in a form that allows the share of costs allocated to each party to be determined.

4. Plans and specifications shall be approved by the city councils of Columbia Heights and Saint Anthony prior to releasing an advertisement for bids. Contract award to the lowest responsible bidder will be conducted by Saint Anthony.

5. Construction engineering, including bid openings, contract administration, other agency submittals, staking, and contract management shall be performed by Saint Anthony.

6. Construction observation for water and sewer improvements will be the responsibility of the City whose system is being improved. For Example, Columbia Heights watermain improvements will be observed by a city of Columbia Heights representative and constructed to its design standards. Saint Anthony watermain improvements will be observed by a city of Saint Anthony representative and constructed to its design standards.

7. Construction observation for street, sidewalk, and storm sewer improvements will be the responsibility of Saint Anthony.

8. All monthly progress payments to the contractor for any Improvements shall be reviewed and agreed upon by both Columbia Heights and Saint Anthony project representative prior to release of payment. Final contract payment shall occur only after final acceptance of the Improvements by the city council of Columbia Heights and the city council of Saint Anthony.

9. Saint Anthony shall invoice Columbia Heights for reimbursement of Columbia Heights's portion of the costs of the Improvements in accordance with this Agreement.

SECTION B COST ALLOCATION

1. Final Design Costs

a. Each party will pay their pro-rated share of design costs for the Improvements. The final design costs of the Improvements shall include, but not be limited to the following: data collection, preparation of drawings and exhibits, and preparation of plans and specifications. Saint Anthony will contract for these final design services with an engineering consulting firm, WSB and Associates, Inc. (WSB). WSB will invoice the City of Saint Anthony directly for this work.

2. Project Administration Costs

a. Each party will pay 50% of the project administration costs for the Improvements. The project administration costs for the Improvement shall include, but not be limited to the following: bidding, contractor contracts, project management, pay vouchers, and change orders. Saint Anthony will contract for these project administration services with WSB. WSB will invoice the City of Saint Anthony directly for this work.

3. Construction Observation Costs

a. Each party will pay 50% of all costs of the construction observation of the street and storm sewer improvements. Saint Anthony will contract for these construction

observations services with WSB. WSB will invoice the City of Saint Anthony directly for this work.

b. Each party will pay for the costs of the construction observation of the sewer and water improvements of that City. Columbia Heights will provide an in-house construction observer for sewer and water improvements within Columbia Heights

4. Survey Costs

a. Each party will pay 50% of all costs of the topographic survey and construction survey/staking of the street and utility improvements. Saint Anthony will contract for these survey services with WSB. WSB will invoice the City of Saint Anthony directly for this work.

5. Testing Costs

a. Each party will pay 50% of all costs of the material testing associated with the street and utility improvements. Saint Anthony will contract for these testing services with WSB. WSB will invoice the City of Saint Anthony directly for this work. Saint Anthony will contract for these testing services with WSB. WSB will invoice the City of Saint Anthony directly for this work.

6. Street and Storm Sewer Improvements

a. Construction Cost Allocation: Each party will pay the respective costs of the construction of the street and storm sewer improvements in each City.

7. Sidewalk Improvements

a. Construction Cost Allocation: All costs of the construction of the sidewalk improvements shall be assigned to Columbia Heights and Saint Anthony based on the actual amount of sidewalk and/or trail constructed for each city.

8. Sewer and Water Utility Improvements

a. Construction Cost Allocation: Each party will pay for the costs of all sewer and water utility improvements based on the actual amount of sewer and water utilities constructed for each city.

9. Upon execution of this Agreement, Saint Anthony shall invoice Columbia Heights for its percentage of all costs incurred prior to contract award, and Columbia Heights will pay the invoice within thirty days of receipt.

10. After an award by the City of Saint Anthony to the successful bidder on the Project, the City of Saint Anthony shall invoice the City of Columbia Heights for ninety five (95) percent of the estimated City of Columbia Heights share in the contract construction and engineering costs for the Project. Payments shall be made to the City of Saint Anthony, in the name of the City of Saint Anthony, by the City of Columbia Heights for the full amount due stated on the invoices within thirty (30) days of the invoice date. Said estimated City of Columbia Heights share shall be based on actual contract unit prices applied to the estimated quantities shown in the plans.

11. In the event the City of Saint Anthony Engineer or the City of Saint Anthony's staff determines the need to amend the construction contract with a supplemental agreement or change

order which results in an increase in the contract amount for the Project, the City of Columbia Heights hereby agrees to remit within thirty (30) days of notification by the City of Saint Anthony of said change an amount equal to ninety five (95) percent of the estimated City of Columbia Heights share as documented in the supplemental agreement or change order.

12. The remainder of the City of Columbia Heights's share in the contract construction and engineering costs of the Project, including additional costs resulting from supplemental agreements and change orders, will be due to the City of Saint Anthony upon the completion of the Project and submittal of the City of Saint Anthony Engineer's final estimate for the Project to the City of Columbia Heights.

13. Upon final payment to the Project contractor by the City of Saint Anthony, any amount remaining as a balance in the deposit account will be returned to the City of Columbia Heights, within thirty (30) days, on a proportionate basis based on the City of Columbia Heights's initial deposit amount and the City of Columbia Heights's final proportionate share of the Project costs. Likewise, any amount due the City of Columbia Heights as its final payment for the construction costs of the Project within thirty (30) days of receipt of an invoice from the City of Saint Anthony.

14. All City of Columbia Heights funds deposited with the City of Saint Anthony shall bear interest equal to the 4M Fund rate until paid to the contractor or returned to the City of Columbia Heights. Saint Anthony shall provide Columbia Heights a listing of all transactions including deposits, progress payments, interest earned, and balances on a monthly basis or upon request of the Columbia Heights City Manager.

[The remainder of this page is intentionally blank.]

**SECTION C
MAINTENANCE RESPONSIBILITIES**

1. Maintenance and upkeep of the Improvements after completion shall be in accordance with existing policies and responsibilities in place prior to construction of the Improvements.

**SECTION D
MISCELLANEOUS PROVISIONS**

1. Compliance with Laws. The parties agree to comply with all laws, ordinances and regulations of Minnesota applicable to this Agreement and the construction of the Improvements. This Agreement shall be construed and enforced according to the laws of Minnesota.

2. Indemnification. Each party will be responsible for claims and damages resulting from the acts, errors and omissions of its officers, employees and agents and will defend and indemnify the other party for any such claims; provided, however, that nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled under Minnesota Statutes, Chapter 466, or otherwise.

3. Notices. Any notices or correspondence required to be given under this Agreement or any statute or ordinance shall be in writing and shall be deemed to be given if delivered personally or mailed postage-prepaid by certified mail, return receipt requested:

- a. As to Columbia Heights: City of Columbia Heights
590 40th Avenue NE
Columbia Heights, MN 55112
ATTN: City Manager

- b. As to Saint Anthony City of Saint Anthony
3301 Silver Lake Road
Saint Anthony, MN 55418
ATTN: City Manager

or at such other address as either party may, from time to time, notify the other in writing in accordance with this paragraph.

4. Severability. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

5. Nonwaiver. If either party waives any default or non-performance by the other party in writing, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

6. Preamble and Recitals. The preamble and recitals set forth on page one of this Agreement are incorporated into and made a part of this Agreement.

7. Paragraph and Section Headings. The paragraph and section headings used in this Agreement have no legal significance and are used solely for convenience of reference.

8. Entire Agreement. This Agreement and its Exhibits attached hereto, if any, evidence the entire agreement between the parties relating to the subject matter addressed herein and supersedes all other prior agreements and understandings, written or oral, between the parties.

9. Amendment. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto or their successors.

10. Contract Administration. To the degree permitted by state law, Columbia Heights designates Saint Anthony as its representative authorized to act on Columbia Heights's behalf with respect to this Agreement.

To the degree permitted by state law, Saint Anthony designates its City Manager, or his/her designee as authorized in writing, as its representative authorized to act on Saint Anthony's behalf with respect to this Agreement.

11. Limitations. This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association or entity other than the parties to this Agreement and their successors and assigns, and the obligations herein assumed are solely for the use and benefit of the parties to this Agreement and their successors and assigns.

12. Non-Assignment. The parties hereto agree that neither party shall assign, sublet, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the non-assigning party.

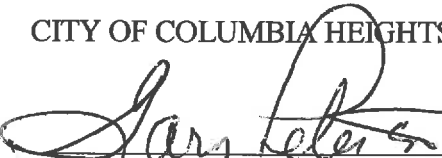
13. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

14. Data Practices. Data provided to either party or received from either party under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

[The remainder of this page is intentionally blank.]

IN TESTIMONY WHEREOF, the City of Columbia Heights has caused this Agreement to be executed the day and year first above written.

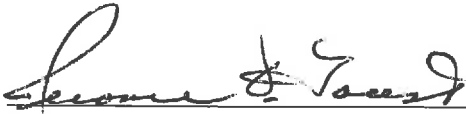
CITY OF COLUMBIA HEIGHTS

By: 
Gary Peterson, Mayor

By: 
Walter Fehst, City Manager

IN TESTIMONY WHEREOF, the City of Saint Anthony has caused this Agreement to be executed the day and year first above written.

CITY OF SAINT ANTHONY

By: 
Jerry Faust, Mayor

By: 
Mark Casey, City Manager

EXHIBIT A

PROJECT LOCATION MAP OF STREETS TO BE INCLUDED IN PROJECT



AGENDA SECTION	CONSENT AGENDA
ITEM NO.	7E
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	LICENSE AGENDA		
DEPARTMENT:	Community Development	CITY MANAGER'S APPROVAL:	
BY/Date:	September 9, 2015	BY/Date:	

BACKGROUND/ANALYSIS

Attached is the business license agenda for the September 14, 2015 Council meeting. This agenda consists of applications for 2015 Contractor Licenses, Temporary Liquor Licenses for events at Immaculate Conception Church, and a Peddler License.

At the top of the license agenda you will notice a phrase stating *Signed Waiver Form Accompanied Application. This means that the data privacy form has been submitted as required. If not submitted, certain information cannot be released to the public.

RECOMMENDED MOTION:

Move to approve the items as listed on the business license agenda for September 14, 2015 as presented.

TO CITY COUNCIL September 14, 2015

*Signed Waiver Form Accompanied Application

CONTRACTOR'S LICENSES-2015

BLDG	*Designer Sign Systems	9975 Flanders Crt, Blaine	\$60
	*Hathaway Mobility Sol	2605 Fernbrook Ln N, Plymouth	\$60
	*NAC Mechanical	1001 Labore Indust Crt, Vadnais Hts	\$60
	*Park Plumbing Inc	PO Box 896, Winsted	\$60
	*Walker/Lawrence Sign	945 Pierce Butler Rte, St Paul	\$60
	*Mid City Mechanical	9103 Davenport, Blaine	\$60
	*Edgell Construction	14141 15 th St S, Afton	\$60
	*Dependable Htg & Cool	2619 Coon Rapids Blvd, Coon Rap	\$60
	*Cool Air Mechanical	1544 134 th Ave, Ham Lake	\$60
	*Tri Tech Dispensing	2499 Rice St, Roseville	\$60
	*Brovold Home Services	4055 133 rd Ln NE, Ham Lake	\$60
	*Jonny's Htg & Cool	5396 Shady Ln, Duluth	\$60
	CBS Construction	11124 Zealand Ave N, Champlin	\$60
	*YTS Companies	14310 Northdale Blvd, Rogers	\$60

PEDDLER/SOLICITOR LICENSE

*Brian Alexander/Midwest Const 6200 Excelsior Blvd. St Louis Pk \$100

TEMPORARY LIQUOR

*Immaculate Conception Church 4030 Jackson st, Col. Hts \$300
Oct 3, 2015 and Jan 29-30, 2016 events

CITY OF COLUMBIA HEIGHTS

FINANCE DEPARTMENT

AGENDA SECTION	CONSENT
ITEM NO.	7F
MEETING DATE	SEPTEMBER 14, 2015

COUNCIL MEETING OF: September 14, 2015 .

STATE OF MINNESOTA

COUNTY OF ANOKA

CITY OF COLUMBIA HEIGHTS

Motion: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the list of claims paid covering check number 158036 through 158291 in the amount of \$ 1,347,840.30.

These checks have been examined and found to be legal charges against the CITY OF COLUMBIA HEIGHTS, and are hereby, recommended for payment.

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Report Selection:

Optional Report Title.....09/14/2015 COUNCIL LISTING

INCLUSIONS:

Fund & Account. thru
Check Date..... thru
Source Codes..... thru
Journal Entry Dates..... thru
Journal Entry Ids..... thru
Check Number..... 158036 thru 158291
Project..... thru
Vendor..... thru
Invoice..... thru
Purchase Order..... thru
Bank..... thru
Voucher thru
Released Date..... thru
Cleared Date..... thru
Include Exp/Rev Closing Entries N
Create Excel file & Download N

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP
L	LEANNO	01		P4	Y	S	6	066	10	Y	Y

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	AARP	158036	08/26/15	450.00
	ADVANCED DISPOSAL SERVIC	158037	08/26/15	132,649.06
	ALTMANN/BRIAN	158038	08/26/15	80.00
	AMERIPRIDE LINEN INC	158039	08/26/15	149.61
	ASPEN MILLS, INC.	158040	08/26/15	365.00
	ASSURED SECURITY INC	158041	08/26/15	134.00
	BELLBOY BAR SUPPLY	158042	08/26/15	242.44
	BELLBOY CORPORATION	158043	08/26/15	5,186.29
	CAPITOL BEVERAGE SALES L	158044	08/26/15	5,630.34
	CARTE GRAPH SYSTEMS INC	158045	08/26/15	3,185.00
	CENTER POINT ENERGY	158046	08/26/15	55.67
	CENTURYLINK	158047	08/26/15	124.36
	COLUMBIA HEIGHTS RENTAL	158048	08/26/15	153.50
	EAGLE POINT SOFTWARE COR	158049	08/26/15	1,000.00
	ECM PUBLISHERS INC	158050	08/26/15	370.80
	EHLERS & ASSOCIATES INC	158051	08/26/15	2,021.25
	EXTREME BEVERAGE	158052	08/26/15	763.30
	FERGUSON WATERWORKS INC	158053	08/26/15	25.14
	FIRST NATIONAL INSURANCE	158054	08/26/15	1,000.00
	FLAT ROCK GEOGRAPHICS LL	158055	08/26/15	260.00
	G & K SERVICES INC	158056	08/26/15	215.06
	GENUINE PARTS/NAPA AUTO	158057	08/26/15	62.55
	GOPHER STATE ONE CALL IN	158058	08/26/15	474.55
	GORDON/TERRENCE	158059	08/26/15	60.00
	GUIJARRO/YADIRA	158060	08/26/15	505.41
	HAMMEL GREEN & ABRAHAMSO	158061	08/26/15	28,837.44
	HANSON/ERIC	158062	08/26/15	68.60
	HD SUPPLY WATER WORKS IN	158063	08/26/15	160.09
	HOHENSTEINS INC	158064	08/26/15	5,144.65
	HOME DEPOT #2802	158065	08/26/15	79.37
	IGYARTO/BOTON	158066	08/26/15	358.67
	INDEED BREWING COMPANY L	158067	08/26/15	610.25
	INNOVATIVE OFFICE SOLUTN	158068	08/26/15	434.91
	JOHNSON BROS. LIQUOR CO.	158069	08/26/15	22,484.14
	KIWANIS COLUMBIA HTS-FRI	158070	08/26/15	291.50
	MARTIN-MCALLISTER INC	158071	08/26/15	450.00
	MCDONALD DISTRIBUTING CO	158072	08/26/15	524.25
	MENARDS CASHWAY LUMBER-F	158073	08/26/15	1,012.76
	METRO UTILITIES INC	158074	08/26/15	17,753.20
	MIDWEST ASPHALT CO.	158075	08/26/15	435.84
	MINNEAPOLIS SAW CO INC	158076	08/26/15	65.07
	MN DEPT OF HEALTH	158077	08/26/15	10,490.00
	MN EQUIPMENT SOLUTIONS I	158078	08/26/15	140.86
	MN REC & PK ASSOC - MRP	158079	08/26/15	168.00
	MONTERRO/JOSE	158080	08/26/15	323.27
	NEEDHAM DISTRIBUTING CO	158081	08/26/15	320.00
	NEOPOST INC	158082	08/26/15	1,449.66

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	NGUYEN/VANHA	158083	08/26/15	87.32
	NORTHGATE BREWING LLC	158084	08/26/15	540.00
	NYSTROM PUBLISHING COMPA	158085	08/26/15	5,130.53
	OFFICE DEPOT	158086	08/26/15	142.67
	ORKIN INC	158087	08/26/15	128.95
	PHILLIPS WINE & SPIRITS	158088	08/26/15	1,050.22
	PUBLIC SAFETY EQUIPMENT	158089	08/26/15	342.00
	ROLSTAD/CLARE	158090	08/26/15	61.18
	ROLSTAD/ERICK	158091	08/26/15	12.52
	SAFEASSURE CONSULTANTS I	158092	08/26/15	2,884.00
	SEVETT/COREY	158093	08/26/15	1,250.00
	SHAMROCK GROUP-ACE ICE	158094	08/26/15	68.30
	SILVA/MARCO	158095	08/26/15	500.00
	SMALL LOT MN	158096	08/26/15	101.00
	SOUTHERN WINE & SPIRITS	158097	08/26/15	2,192.50
	STANTEC CONSULTING SERVI	158098	08/26/15	6,040.30
	STAPLES ADVANTAGE	158099	08/26/15	53.34
	STREICHER'S GUN'S INC/DO	158100	08/26/15	74.99
	THOMPSON/ROBERT S	158101	08/26/15	350.00
	THYSSENKRUPP ELEVATOR CO	158102	08/26/15	66.78
	TIN WHISKERS BREWING CO	158103	08/26/15	100.00
	TOXALERT, INC.	158104	08/26/15	549.00
	TRANSACT TECHNOLOGIES	158105	08/26/15	119.03
	TRENDS, CYCLES & SWINGS	158106	08/26/15	165.00
	TRIO SUPPLY COMPANY INC	158107	08/26/15	47.37
	VERIZON WIRELESS	158108	08/26/15	834.03
	VORTEX USA	158109	08/26/15	21,740.00
	WHOLESALE TRUCK-TRLR PR	158110	08/26/15	41.88
	WIMACTEL INC	158111	08/26/15	60.00
	WINE MERCHANTS	158112	08/26/15	599.86
	WIRTZ BEVERAGE MINNESOTA	158113	08/26/15	16,586.93
	WIRTZ BEVERAGE MINNESOTA	158114	08/26/15	17,463.65
	XCEL ENERGY (N S P)	158115	08/26/15	7,650.60
	NORTHEAST BANK CREDIT CA	158116	08/26/15	0.00
	ACE HARDWARE	158117	09/02/15	8.49
	ADVANCED DISPOSAL SERVIC	158118	09/02/15	385.00
	AMERICAN BOTTLING COMPAN	158119	09/02/15	2,072.29
	AMERICAN LEGAL PUBLISHIN	158120	09/02/15	495.00
	AMERIPRIDE LINEN INC	158121	09/02/15	249.57
	ANOKA COUNTY LIBRARY	158122	09/02/15	164.24
	ARTISAN BEER COMPANY	158123	09/02/15	1,113.70
	ASPEN MILLS, INC.	158124	09/02/15	53.83
	ASSURED SECURITY INC	158125	09/02/15	117.00
	BAKER & TAYLOR	158126	09/02/15	1,175.23
	BARTON SAND & GRAVEL	158127	09/02/15	489.19
	BAUHAUS BREW LABS LLC	158128	09/02/15	273.00
	BELLBOY BAR SUPPLY	158129	09/02/15	597.63

Check History
 09/14/2015 COUNCIL LISTING

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	BELLBOY CORPORATION	158130	09/02/15	3,760.17
	BERNICK'S WINE	158131	09/02/15	1,070.61
	CAPITOL BEVERAGE SALES L	158132	09/02/15	18,286.54
	CENTER POINT ENERGY	158133	09/02/15	562.17
	CENTURYLINK	158134	09/02/15	260.99
	CHAMBERLAIN OIL COMPANY	158135	09/02/15	196.73
	CHEAP SKATE	158136	09/02/15	168.00
	CHHS CLASS OF 1970	158137	09/02/15	529.48
	CITY OF ST PAUL	158138	09/02/15	298.00
	CLAREYS SAFETY EQUIPMENT	158139	09/02/15	338.00
	COCA-COLA BOTTLING MIDWE	158140	09/02/15	3,174.10
	COMCAST	158141	09/02/15	1,915.00
	COMMERCIAL ASPHALT	158142	09/02/15	4,485.18
	DOWDLE/MARY	158143	09/02/15	53.00
	EXTREME BEVERAGE	158144	09/02/15	1,347.00
	FAIRCHILD EQUIPMENT	158145	09/02/15	352.04
	FERGUSON WATERWORKS INC	158146	09/02/15	1,042.08
	FIRST STUDENT INC	158147	09/02/15	1,989.29
	G & K SERVICES INC	158148	09/02/15	150.85
	GENERAL BOOK COVERS	158149	09/02/15	118.83
	GIBRALTAR TITLE	158150	09/02/15	48.71
	GONRING/LARISSA	158151	09/02/15	27.85
	GRETSCH/JAMI	158152	09/02/15	35.00
	G4S SECURE SOLUTIONS USA	158153	09/02/15	782.43
	HOHENSTEINS INC	158154	09/02/15	3,555.90
	HYDRO-KLEAN LLC	158155	09/02/15	216.24
	INNOVATIVE OFFICE SOLUTN	158156	09/02/15	182.36
	INTEGRATED LOSS CONTROL	158157	09/02/15	794.00
	JJ TAYLOR DIST OF MN	158158	09/02/15	19,441.78
	JOHNSON BROS. LIQUOR CO.	158159	09/02/15	33,480.47
	LILLI PUTT INC	158160	09/02/15	210.00
	MAC QUEEN EQUIPMENT CO.	158161	09/02/15	279.69
	MANSFIELD OIL COMPANY	158162	09/02/15	6,852.56
	MCDONALD DISTRIBUTING CO	158163	09/02/15	2,164.65
	MENARDS CASHWAY LUMBER-F	158164	09/02/15	170.14
	METRO UTILITIES INC	158165	09/02/15	20,968.15
	MIDWAY FORD	158166	09/02/15	525.39
	MINNESOTA LIBRARY ASSOC.	158167	09/02/15	350.00
	MINNESOTA PETROLEUM SRVC	158168	09/02/15	17.90
	MN DEPT OF ADMINISTRATIO	158169	09/02/15	74.07
	MTI DISTRIBUTING	158170	09/02/15	210.88
	NADA APPRAISAL GUIDES	158171	09/02/15	105.00
	O'BRIEN/DANIEL	158172	09/02/15	61.23
	OCCUPATIONAL DEVELOPMENT	158173	09/02/15	383.11
	ODESSA II CONSTRUCTION L	158174	09/02/15	36,651.00
	OFFICE DEPOT	158175	09/02/15	135.51
	PAUSTIS & SONS WINE COMP	158176	09/02/15	304.75

Check History
 09/14/2015 COUNCIL LISTING

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	PHILLIPS WINE & SPIRITS	158177	09/02/15	1,370.07
	POST BOARD	158178	09/02/15	90.00
	PRAIRIE RESTORATIONS INC	158179	09/02/15	855.74
	REPTILE & AMPHIBIAN DSCV	158180	09/02/15	135.00
	RIDGETOP MARKETING GROUP	158181	09/02/15	130.60
	RJM DISTRIBUTING INC	158182	09/02/15	114.85
	ROYAL CONCRETE PIPE INC	158183	09/02/15	285.00
	RUFFRIDGE-JOHNSON EQUIP.	158184	09/02/15	53,665.00
	RYDBERG/SCOTT	158185	09/02/15	55.00
	SEMLAK/DONNA	158186	09/02/15	304.50
	SHAMROCK GROUP-ACE ICE	158187	09/02/15	164.80
	SOUTHERN WINE & SPIRITS	158188	09/02/15	19,412.16
	STAPLES ADVANTAGE	158189	09/02/15	90.86
	STONEBURG/ROSS	158190	09/02/15	60.00
	STREICHER'S GUN'S INC/DO	158191	09/02/15	31.99
	SULLIVAN/ROSEMARY	158192	09/02/15	53.00
	TWIN CITIES JUNK HAULING	158193	09/02/15	632.00
	UNIVERSITY OF MINNESOTA	158194	09/02/15	245.00
	VINOCOPIA INC	158195	09/02/15	1,812.75
	WINE SPECTATOR	158196	09/02/15	39.30
	WIRTZ BEVERAGE MINNESOTA	158197	09/02/15	7,219.27
	WSB & ASSOCIATES INC	158198	09/02/15	900.00
	XCEL ENERGY (N S P)	158199	09/02/15	17,756.86
	ZIEGLER INC	158200	09/02/15	450.00
	A & C SMALL ENGINE	158201	09/09/15	103.84
	ABBOUD/ABBOUD	158202	09/09/15	150.00
	ACE HARDWARE	158203	09/09/15	74.85
	AID ELECTRIC SERVICE INC	158204	09/09/15	678.10
	ALLINA HEALTH SYSTEMS	158205	09/09/15	749.80
	AMERICAN CYLINDER INC	158206	09/09/15	121.10
	APWA - MN CHAPTER	158207	09/09/15	495.00
	ARTISAN BEER COMPANY	158208	09/09/15	1,712.35
	ASPEN MILLS, INC.	158209	09/09/15	374.15
	ASSURED SECURITY INC	158210	09/09/15	184.10
	BAUHAUS BREW LABS LLC	158211	09/09/15	528.00
	BELLBOY BAR SUPPLY	158212	09/09/15	483.25
	BELLBOY CORPORATION	158213	09/09/15	1,341.97
	BERNICK'S WINE	158214	09/09/15	1,244.60
	BISEK/MARY PAT	158215	09/09/15	25.00
	BNC NATIONAL BANK	158216	09/09/15	41,809.90
	BOOM ISLAND BREWING COMP	158217	09/09/15	767.00
	BRYAN ROCK PRODUCTS, INC	158218	09/09/15	1,695.21
	CAPITOL BEVERAGE SALES L	158219	09/09/15	21,280.73
	CENTRAL LANDSCAPE SUPPLY	158220	09/09/15	4,400.00
	CENTURYLINK	158221	09/09/15	89.64
	CINTAS FIRST AID-SAFETY	158222	09/09/15	181.21
	COLUMBIA HEIGHTS RENTAL	158223	09/09/15	76.00

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	CORTEZ/ALEX	158224	09/09/15	500.00
	DELEGARD TOOL CO INC	158225	09/09/15	196.42
	DIAMOND VOGEL PAINTS	158226	09/09/15	182.34
	DISCOUNT STEEL INC	158227	09/09/15	59.40
	ECM PUBLISHERS INC	158228	09/09/15	333.35
	EHLERS & ASSOCIATES INC	158229	09/09/15	4,200.00
	FLEETPRIDE INC	158230	09/09/15	1.62
	FLEX COMPENSATION, INC	158231	09/09/15	125.00
	G & K SERVICES INC	158232	09/09/15	28.92
	GENUINE PARTS/NAPA AUTO	158233	09/09/15	11.75
	G4S SECURE SOLUTIONS USA	158234	09/09/15	217.79
	HAMPTON/KIARA	158235	09/09/15	35.00
	HANSON/ERIC	158236	09/09/15	81.36
	HD SUPPLY WATER WORKS IN	158237	09/09/15	256.19
	HOHENSTEINS INC	158238	09/09/15	3,447.64
	HOLMSTROM/DWAYNE MARK	158239	09/09/15	635.34
	HOME DEPOT #2802	158240	09/09/15	63.24
	ICC - NATIONAL	158241	09/09/15	135.00
	INDEED BREWING COMPANY L	158242	09/09/15	703.00
	INNOVATIVE OFFICE SOLUTN	158243	09/09/15	273.49
	INSTY PRINTS	158244	09/09/15	159.39
	J H LARSON ELECTRIC COMP	158245	09/09/15	361.87
	JJ TAYLOR DIST OF MN	158246	09/09/15	44,580.66
	JOHNSON BROS. LIQUOR CO.	158247	09/09/15	60,344.51
	JOHNSON'S OUTDOOR SERVIC	158248	09/09/15	176.76
	LEAGUE OF MN CITIES INS	158249	09/09/15	72,413.50
	MARCO, INC	158250	09/09/15	38.17
	MCDONALD DISTRIBUTING CO	158251	09/09/15	95.00
	MENARDS CASHWAY LUMBER-F	158252	09/09/15	777.81
	METRO UTILITIES INC	158253	09/09/15	20,913.40
	METROPOLITAN COUNCIL WAS	158254	09/09/15	81,235.17
	MIDWAY FORD	158255	09/09/15	527.07
	MIDWEST OVERHEAD CRANE	158256	09/09/15	354.88
	MINNEAPOLIS FINANCE DEPT	158257	09/09/15	126,871.37
	MINNEAPOLIS SAW CO INC	158258	09/09/15	52.94
	MN EQUIPMENT SOLUTIONS I	158259	09/09/15	547.06
	NEEDHAM DISTRIBUTING CO	158260	09/09/15	640.00
	OFFICE DEPOT	158261	09/09/15	129.88
	ON SITE SANITATION INC	158262	09/09/15	1,305.00
	PARK CONSTRUCTION COMPAN	158263	09/09/15	150,290.09
	PAUSTIS & SONS WINE COMP	158264	09/09/15	2,173.52
	PHILLIPS WINE & SPIRITS	158265	09/09/15	10,517.17
	POPP.COM INC	158266	09/09/15	547.38
	PRAIRIE RESTORATIONS INC	158267	09/09/15	2,500.00
	RAPID GRAPHICS & MAILING	158268	09/09/15	125.00
	REINDERS INC	158269	09/09/15	488.56
	ROSEDALE CHEV	158270	09/09/15	434.57

Check History
09/14/2015 COUNCIL LISTING

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
BANK CHECKING ACCOUNT				
	SARICH/CHRISTA	158271	09/09/15	455.84
	SMALL LOT MN	158272	09/09/15	488.20
	ST CROIX RECREATION CO I	158273	09/09/15	29,454.00
	STEAK AND CASE INC	158274	09/09/15	2,424.75
	STREICHER'S GUN'S INC/DO	158275	09/09/15	224.97
	T A SCHIFSKY & SONS INC	158276	09/09/15	285.20
	TARCO INDUSTRIES INC	158277	09/09/15	183.95
	THYSSENKRUPP ELEVATOR CO	158278	09/09/15	420.00
	TIN WHISKERS BREWING CO	158279	09/09/15	100.00
	TKO WINES INC	158280	09/09/15	412.80
	TOP VALU LIQUOR	158281	09/09/15	175.35
	TWIN CITIES JUNK HAULING	158282	09/09/15	199.00
	VERIZON WIRELESS	158283	09/09/15	35.01
	VINOCOPIA INC	158284	09/09/15	805.33
	WHOLESALE TRUCK-TRLR PR	158285	09/09/15	105.26
	WICKHAM/LOREN	158286	09/09/15	175.05
	WIRTZ BEVERAGE MINNESOTA	158287	09/09/15	9,815.76
	WIRTZ BEVERAGE MINNESOTA	158288	09/09/15	16,250.36
	WSB & ASSOCIATES INC	158289	09/09/15	232.00
	ZEP MANUFACTURING COMPAN	158290	09/09/15	581.09
	ZIEGLER INC	158291	09/09/15	1,368.44
				1,347,840.30

BANK	VENDOR	CHECK#	CHECK DATE	AMOUNT
REPORT TOTALS:				1,347,840.30

RECORDS PRINTED - 001542

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
101	GENERAL	49,093.56
201	COMMUNITY DEVELOPMENT FUND	726.33
204	EDA ADMINISTRATION	595.76
212	STATE AID MAINTENANCE	4,136.53
225	CABLE TELEVISION	530.95
240	LIBRARY	3,862.11
261	AFTER-SCHOOL PROGRAMS	3,204.90
315	SULL-SHORES:TX GO BONDS2008A	466.67
341	GO STREET REHAB BONDS 2007A	466.67
343	GO PUB SAFETY CTR BOND 2008B	466.67
344	GO PUBFACILITIES BONDS 2009A	441.81
345	GO IMPROV/REV BONDS 2013	88.67
346	GO LIBRARY BONDS 2015A	466.67
371	TIF T4: KMART/CENTRAL AVE	728.55
372	HUSET PARK AREA TIF (T6)	42,071.78
373	EDA TIF REV BONDS 2007	466.67
376	TIF DISTRICTS A3/C7/C8	261.88
385	TIF K2 M.U.R.P.	523.74
389	TIF R8 CRESTV/TRANSITION BLK	261.87
412	CAPITAL IMPROVEMENT PARKS	94,783.05
415	CAPITAL IMPRVMT - PIR PROJ	161,276.99
420	CAP IMPROVEMENT-DEVELOPMENT	450.00
431	CAP EQUIP REPLACE-GENERAL	35,776.66
438	CAP EQUIP REPLACE STORM SEWE	17,888.34
450	CAPITAL BLDG - LIBRARY	28,967.39
601	WATER UTILITY	148,330.88
602	SEWER UTILITY	82,515.87
603	REFUSE FUND	133,709.78
604	STORM SEWER UTILITY	6,160.76
609	LIQUOR	384,991.15
631	WATER FUND DEBT SERVICE	188.19
632	SEWER FUND DEBT SERVICE	65.33
634	STORM SEWER DEBT SERVICE	149.31
639	LIQUOR FUND DEBT SERVICE	466.67
651	WATER CONSTRUCTION FUND	50,757.03
652	SEWER CONSTRUCTION FUND	124.30
653	STORM SEWER CONSTRUCT. FUND	285.00
701	CENTRAL GARAGE	17,699.68
705	BUILDING MAINTENANCE	205.05
720	INFORMATION SYSTEMS	542.87
883	CONTRIBUTED PROJECTS-OTHER	5.98
884	INSURANCE	73,413.50
885	PAYROLL FUND	99.73
887	FLEX BENEFIT FUND	125.00
TOTAL ALL FUNDS		1,347,840.30

Check History

BANK RECAP:

BANK NAME	DISBURSEMENTS

BANK CHECKING ACCOUNT	1,347,840.30
TOTAL ALL BANKS	1,347,840.30



AGENDA SECTION	ITEMS FOR CONSIDERATION
ITEM NO.	9A1
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	RESOLUTION 2015-59 ADOPTING A PROPOSED BUDGET FOR THE YEAR 2016, SETTING THE PROPOSED CITY LEVY, APPROVING THE HRA LEVY, APPROVING A TAX RATE INCREASE, AND ESTABLISHING A BUDGET HEARING DATE FOR PROPERTY TAXES PAYABLE IN 2016.		
DEPARTMENT:	Finance	CITY MANAGER'S APPROVAL:	
BY/DATE:	Joseph Kloiber/September 9, 2015	BY/DATE:	

BACKGROUND: As required under the city charter, the city manager provided the city council with a proposed 2016 budget and tax levy at a regular council meeting in August. That proposed budget document explains the proposed 2016 budget and tax levy with 127 pages of summary and detail information, including comparisons to the current year and two prior years. In addition to the hardcopies distributed to the City Council and the city library, this document is available on the Finance department page of the city website.

Under state statute, the city council must adopt a proposed budget and tax levy resolution prior to October, and must also adopt a final version at a public hearing in December. The final tax levy can be less than the proposed levy, but it cannot be greater than the proposed levy. This provides for the state's Truth in Taxation process, whereby counties mail to each taxpayer a notice in November stating the proposed tax amounts for each property. The taxpayer thereby has time to form an opinion on the proposed tax amounts prior to the public hearing in December.

In addition, during October and November, the city council holds work sessions with individual departments to discuss the proposed budget in greater detail than is typically practical at regular council meetings.

STAFF RECOMMENDATION: The city manager recommends approval of the proposed 2016 budget and levy as stated in the attached resolution. Also attached is a copy of the four-page analysis which supports this recommendation, from the 2016 proposed budget document.

RECOMMENDED MOTION(S):

Move to waive the reading of Resolution 2015-59, there being ample copies available to the public.

Move to adopt Resolution 2015-59, being a resolution adopting a proposed budget for the year 2016, setting the proposed city levy, approving the HRA levy, approving a tax rate increase, and establishing a budget hearing date for property taxes payable in 2016 of December 14, 2015, at approximately 7:00 p.m. in the city council chambers.

ATTACHMENTS: Resolution 2015-59
Page 1-4 of the 2016 City Manager's Budget Message

RESOLUTION 2015-59

ADOPTING A PROPOSED BUDGET FOR THE YEAR 2016, SETTING THE PROPOSED CITY LEVY, APPROVING THE HRA LEVY, APPROVING A TAX RATE INCREASE, AND ESTABLISHING A BUDGET HEARING DATE FOR PROPERTY TAXES PAYABLE IN

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF COLUMBIA HEIGHTS, MINNESOTA: that the following is hereby adopted by the City of Columbia Heights:

Section A. The budget for the City of Columbia Heights for the year 2016 is hereby approved and adopted with

	<u>Expense</u>		
Governmental Funds			
General Fund	11,336,117		
Planning & Inspections	296,498		
Economic Development Authority Admin.	301,193		
Cable Television	141,522		
Library	856,431		
After School Programs	44,000		
Special Project Fund	25,000		
Public Safety - Other	169,412		
Capital Project Funds	3,350,933		
Debt Service Funds	1,755,169		
Proprietary Funds		<u>Capital Assets</u>	<u>Bond Principal</u>
Water Fund	3,073,042	935,290	241,028
Sewer Fund	2,352,584	82,290	35,000
Refuse Fund	1,981,991	0	0
Storm Sewer Fund	781,625	933,000	120,256
Liquor Fund	9,264,061	0	180,000
Central Garage	715,088	0	0
Building Maintenance	163,432	0	0
Information Systems	372,452	0	0
Total Including Interfund Transfers	36,980,550	<u>1,950,580</u>	<u>576,284</u>

Section B. The estimated gross revenues to fund the budget of the City of Columbia Heights for all funds, including general ad valorem tax levies and use of fund balances, as hereinafter set forth for the year 2016.

	<u>Revenue</u>
Governmental Funds	
General Fund	11,292,117
Planning & Inspections	296,498
Economic Development Authority Admin.	300,027
Cable Television	253,500
Library	856,431
After School Programs	-
Special Project Funds	25,000
Public Safety - Other	169,412
Capital Project Funds	3,411,599
Debt Service Funds	1,828,947
Proprietary Funds	
Water Fund	3,210,400
Sewer Fund	1,849,500
Refuse Fund	1,928,500
Storm Sewer Fund	709,600
Liquor Fund	9,473,050
Central Garage	708,370
Building Maintenance	163,500
Information Systems	335,000
Use of Fund Balance	<u>169,099</u>
Total Including Interfund Transfers	36,980,550

Section C. The following sums of money are levied for the current year, collectable in 2016 upon the taxable property in said City of Columbia Heights, for the following purposes:

Estimated General Fund Levy	8,964,101
Estimated Library Levy	824,499
Estimated EDA Fund Levy	<u>84,000</u>
Total	9,872,600

Section D. The City Council of the City of Columbia Heights hereby approves the Housing and Redevelopment Authority Tax Levy for the fiscal year 2016 in the amount of \$202,364.

BE IT FURTHER RESOLVED: That the public budget hearing is scheduled for December 14, 2015 at approximately 7:00 p.m. in the City Council Chambers.

BE IT FURTHER RESOLVED: That the County Auditor is authorized to fix a property tax rate for taxes payable in the year 2016 that is higher than the tax rate calculated for the City for taxes levied in 2014 collectable in 2015.

BE IT FURTHER RESOLVED: That the City, pursuant to Resolution 2015-07, has previously called and redeemed all bond principal and interest payments on General Obligation Bond Series 2007A applicable for taxes payable in 2016 in the amount of \$137,255 and that the County Auditor is authorized to cancel the related Bond Levy in its entirety for taxes payable 2016.

BE IT FURTHER RESOLVED: That the City has adequate fund balances and reserves to pay bond principal and interest payments on General Obligation Bond Series 2008B in the amount of \$324,945 and that the County Auditor is authorized to cancel \$324,945 of the related Bond Levy for taxes payable in 2016, leaving a balance of \$332,825 to be levied for taxes payable in 2016 for Series 2008B.

BE IT FURTHER RESOLVED: That the City has adequate fund balances and reserves to pay bond principal and interest payments on General Obligation Bond Series 2009A in the amount of \$4,091 and that the County Auditor is authorized to cancel \$4,091 of the related Bond Levy for taxes payable in 2016, leaving a balance of \$223,872 to be levied for taxes payable in 2016 for Series 2009A.

BE IT FURTHER RESOLVED: That the City has adequate fund balances and reserves to pay bond principal and interest payments on General Obligation Bond Series 2013A in the amount of \$104,787 and that the County Auditor is authorized to cancel the related Bond Levy in its entirety for taxes payable 2016.

BE IT FURTHER RESOLVED: That the City has adequate fund balances and reserves to pay bond principal and interest payments on General Obligation Bond Series 2015A in the amount of \$5,454 and that the County Auditor is authorized to cancel \$5,454 of the related Bond Levy for taxes payable in 2016, leaving a balance of \$480,000 to be levied for taxes payable in 2016 for Series 2015A.

The Finance Director/Treasurer is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Anoka County, Minnesota.

Approved this _____ day of _____

Offered By:

Seconded By:

Roll Call:

Ayes:

Nays:

Mayor Gary L. Peterson

CITY OF COLUMBIA HEIGHTS CITY MANAGER'S 2016 BUDGET MESSAGE

Background

Best practices for budgeting require that an annual budget be prepared within the context of a long-term plan focused on the most significant financial issues facing the City. If each annual budget addresses a portion of these larger issues, any required changes to City services, property taxes, or utility rates, can be implemented in the most stable manner available.

The City's most recent long-term financial plan covers the years through 2019. A summary of that plan is included at page 4 of this report. The plan is structured to address the following issues:

- Maintain current service levels by providing for expected inflationary growth in operating expenses.
- Increase capital funding to sustainable levels for buildings, equipment, and parks, by using state aid that is being phased out of the operating budget. Refer to the City Manager's 2014 budget message for a detailed explanation of this sustainability issue.
- Keep property taxes to the minimum level necessary to support the above goals, while avoiding single-year spikes up or down in property taxes.

In general, this approach results annual increases in the gross property tax levy which are somewhat more than the long-term rate of inflation. For 2016 however, a voter-approved increase in property taxes to pay debt service for the construction of a new library will create a greater than normal increase. This is detailed below.

Recommendation

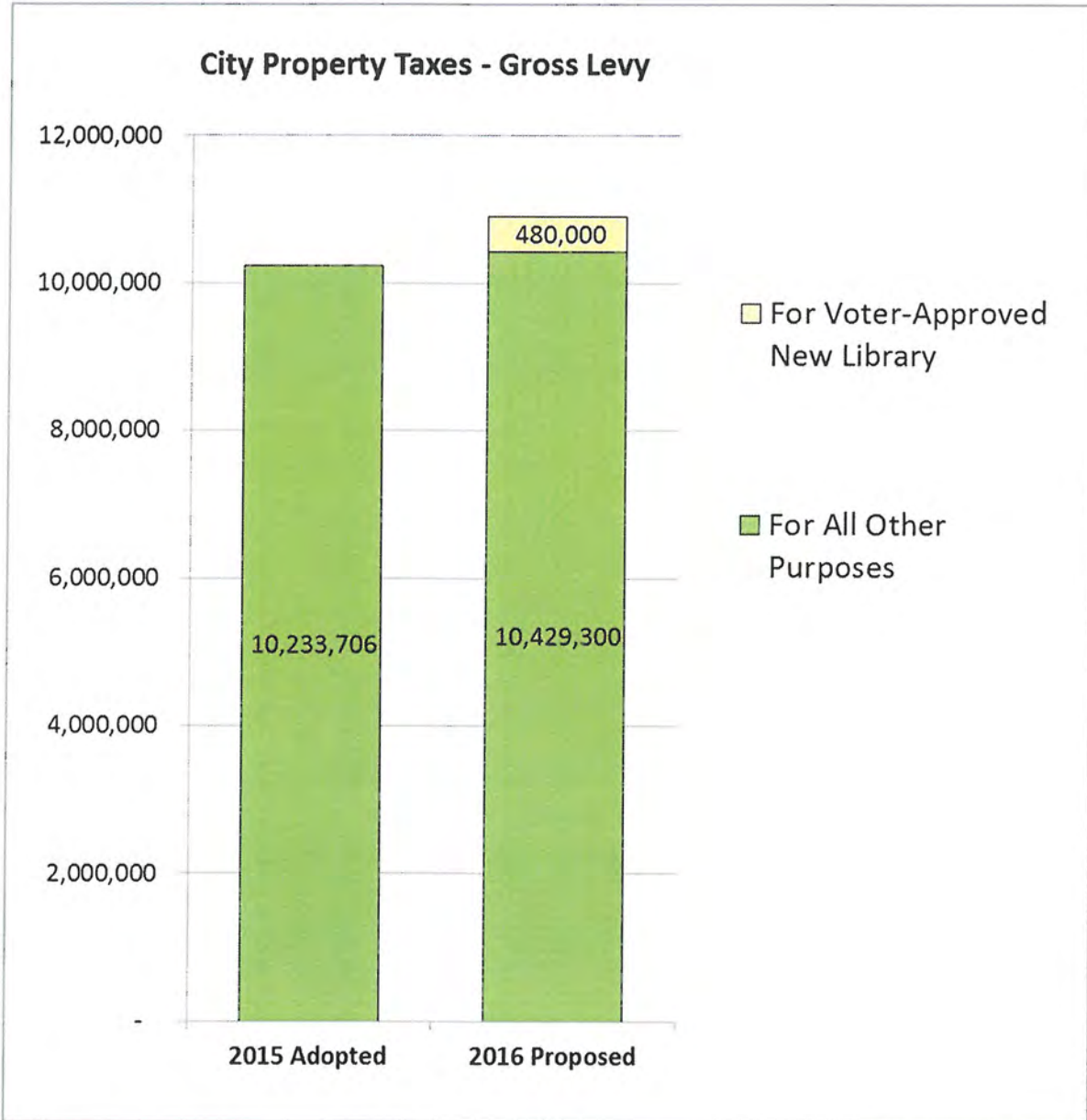
Based on current analysis, the city manager judges that the proposed 2016 budget and levy, as detailed in this document, supports the goals of the long-term financial plan. Accordingly, the city manager recommends the city council approve this proposed 2016 budget and levy. Key points of the supporting analysis are explained below.

Governmental Funds Revenue

To finance most of the construction costs of a new city library, voters overwhelmingly approved a 2014 referendum to issue \$7 million in bonds, which will be repaid with a property tax increase spread over twenty years. 2016 is the first year of this increase will be in effect. For 2016, the annual debt service of \$480,000 for this project will be paid entirely by local taxpayers. For subsequent years, a metro-area tax subsidy known as the Area-Wide Fiscal Disparities Levy will reduce the annual local taxpayer share to approximately \$336,000.

In anticipation of this 2016 increase in property taxes for library debt service, the city council approved the early pay-off (in 2015) of the final two years of debt service on the 2007A series bonds. This prepayment reduced the 2016 property tax increase required under the long-term plan to 1.9% for purposes other than library construction. By itself, this would be the smallest annual increase in the gross property tax levy in many years. When combined with the increase for the new library, the overall increase in the 2016 gross tax levy is 6.6%. These proposed changes from 2015 to 2016 are shown in the chart below.

**CITY OF COLUMBIA HEIGHTS
CITY MANAGER'S 2016 BUDGET MESSAGE**



CITY OF COLUMBIA HEIGHTS CITY MANAGER'S 2016 BUDGET MESSAGE

For 2016, the City will receive approximately \$1,500,000 in state aid to local government (LGA). Under the long-term plan, \$775,000 of this LGA is proposed to be used within the 2016 operating and debt service budgets. The remainder is proposed to be committed to the governmental buildings fund (411) and the governmental equipment fund (431), and then used over time for capital outlays that would otherwise be paid for with property taxes. Any such outlays from these capital funds require the additional city council actions of:

- A resolution appropriating a specific dollar amount for specific projects or replacements.
- Award of the related contract(s) to a specific vendor, if the dollar amount is greater than the authority delegated to the city manager.

Governmental Funds Operating Expenses

Under the terms of the new labor agreements adopted by the city council for 2015-2016, departments with significant employee insurance expenses have proposed expense increases of approximately 2.7% for 2016. This is somewhat offset in other areas of the budget however, so that the proposed tax-supported operating budget meets the plan guideline of no more than a 2.5% expense increase for 2016.

Fund Balance of the General Fund

Resolution 95-40 established a target fund balance for the general fund of 45% of the general fund budget for each following fiscal year. At December 31, 2014, this fund balance was 62% of the budget. 2015 council actions, and the proposed budgets for 2016-2017, will intentionally reduce this fund balance to approximately 56% of the budget by 2017.

The long-term financial plan includes the assumption that a large prepayment will be made in 2018 to reduce the debt service on the public safety building. That is the first year the public safety building bonds are eligible for early redemption. This 2018 prepayment will reduce the fund balance of the general fund to the target level of 45% of the budget, and it will also reduce annual debt service by approximately \$150,000 per year thereafter. Refer to the summary of the long-term plan included at page 4 of this document for additional details.

Proprietary Funds

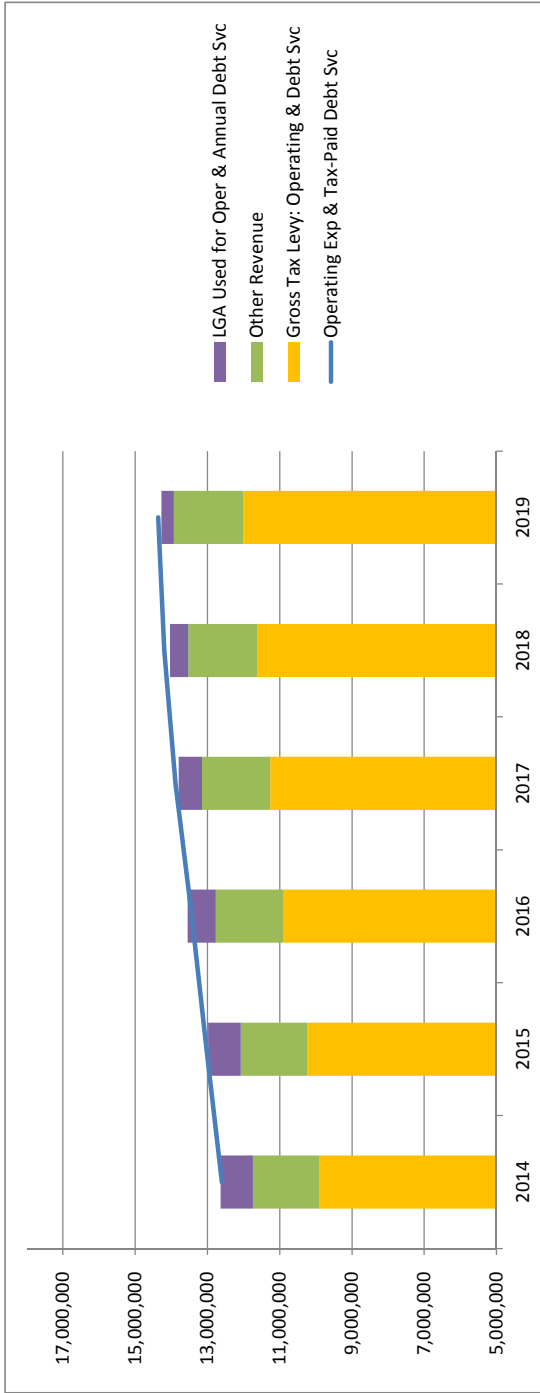
The 2016 budgets proposed for the proprietary funds also follow the same guideline as the tax-supported funds, with no more than a 2.5% increase in operating expenses, except for the cost of sales. The cost of sales includes commodities purchased for resale, sewer disposal, and refuse disposal. The budget for cost of sales is determined by the separately-negotiated agreements with these vendors.

A 2% increase in combined utility rates is proposed for 2016, after no increase for 2015. This proposal is supported by a utility rate study that will be presented at a budget work session.

Other Factors

With the issuance of the 2015A series library bonds, the City obtained an updated Standard & Poor's bond rating report, which is included at page 13 of this budget document.

CITY OF COLUMBIA HEIGHTS
 5 YEAR FINANCIAL PLAN FOR TAX-SUPPORTED OPERATING and DEBT SERVICE BUDGET
 revision date 07/31/15



% Change in Tax Levy	base yr	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
% Change in Other Revenue	base yr	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
% Change in Operating Expenses	base yr	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
LGA Used for Oper & Annual Debt Svc	900,000	900,000	775,000	650,000	500,000	350,000	
Debt Prepayment From LGA	N/A	-	-	-	1,000,000	-	
Debt Prepayment From Gen Fund Bal	N/A	236,000	-	-	1,000,000	-	

12/31 Unassigned Fund Balance + Adj	7,248,000	6,598,000	6,715,000	6,630,100	5,466,600	5,384,600	
Unassigned Fd Bal as % of Gen Fd Exp	62%	58%	58%	56%	45%	43%	
LGA available for CIP / Debt payoff	500,000	600,000	725,000	850,000	1,000,000	1,150,000	



AGENDA SECTION	BID CONSIDERATION
ITEM NO.	9B1
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	LIBRARY WATER AND SEWER SERVICES, CITY PROJECT NO. 1410		
DEPARTMENT:	Public Works	CITY MANAGER'S APPROVAL:	
BY/Date:	Kevin Hansen / September 9, 2015	BY/Date:	

BACKGROUND: Veit Companies has completed CP-1. This phase involved mass site grading, environmental remediation including removal of unsuitable material, and storm sewer. Generally this work can be described as getting the site "Pad Ready" for the building.

In working with the Architect, HGA, staff chose to bid the water and sewer services separately due to MnDOT permitting requirements, because the City typically bids similar work, and bidding separately may provide better costs than under the Building General Contractor.

STAFF RECOMMENDATION: The work involves placing a new sanitary manhole over the existing line along the (east) northbound lane of Central Avenue, and extending the sewer service to within five feet of the new building. As trunk water main is in the parking lane of southbound TH 65 (Central Avenue), the 6" HDPE (High Density Polyethylene) water service must be bored under Central Avenue to the new library site. Near the property line, the water service will split into a 6" HDPE pipe for fire suppression and a 2" HDPE pipe for potable water, and extend to the SE corner of the new building where the mechanical room is located. Traffic control and roadway restoration is also included for TH 65.

Plans and specifications were prepared and advertised for bids in the Sun Focus on August 21, 2015. The project was also advertised electronically through Quest Construction Data Network. Eleven contractors or suppliers requested copies of the bidding documents. Four bids were received and publicly read aloud at the September 9, 2015 bid opening. A detailed copy of the complete bid tabulation is available from the City Engineer.

St Paul Utilities submitted the low base bid, in the amount of \$84,900. Approximately \$34,735 separated the next bidder from the low bidder on the base bid. An alternate bid was received for directional drilling the 6" and 2" services from the property line to the SE corner of the building. The alternate bid was \$10,000.

Based on the bids received, staff recommends award of contract to St Paul Utilities, Inc. in the amount of \$84,900.00. Staff is not recommending Alternate 1. The Engineer's Estimate for the work was \$105,000.

RECOMMENDED MOTION(S):

Move to accept bids and award Water and Sewer Services for the New Library, City Project No. 1410, to St. Paul Utilities, Inc. of Little Canada, Minnesota, based upon their low, qualified, responsible bid in the amount of \$ 84,900.00 from Fund 450-51410-5185; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

ATTACHMENT: Bid Opening Minutes

CITY OF COLUMBIA HEIGHTS

Minutes of Bid Opening on Wednesday, September 9, 2015, 2:00 p.m.
Library Water & Sewer Services
City Project 1410

Pursuant to an advertisement for bids for Library Water & Sewer Services, City Project 1410, an administrative meeting was held on September 9, 2015 at 2:00 p.m. for the purpose of bid opening.

Attending the meeting was:

Kevin Hansen, City Engineer
Kathy Young, Assistant City Engineer

Bids were opened and read aloud as follows:

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate 1</u>
St. Paul Utilities, Inc.	\$ 84,900.00	\$ 10,000.00
Northdale Construction Co.	\$ 119,635.00	0
G.F. Jedlicki, Inc.	\$ 138,475.00	0
G.M. Contracting, Inc.	\$ 163,729.00	0

Respectfully submitted,

Sue Schmidtbauer
Public Works Secretary



AGENDA SECTION	BID CONSIDERATION
ITEM NO.	9B2
MEETING DATE	SEPTEMBER 14, 2015

CITY OF COLUMBIA HEIGHTS - COUNCIL LETTER

ITEM:	CHATHAM ROAD LIFT STATION REHABILITATION, CITY PROJECT NO. 1414									
DEPARTMENT:	Public Works	CITY MANAGER'S APPROVAL:								
BY/Date:	Kevin Hansen / September 9, 2015	BY/Date:								

BACKGROUND: At their regular meeting on January 12 2015, the City Council approved the final engineering report and authorized public bidding for the Chatham Road Lift Station Rehabilitation, City Project 1414. The bidding documents included:

- Replacement of the pumps and motors,
- Replacement of the electrical service,
- Replacement of the SCADA controls,
- Alternates were provided for coating the wet well and updating the building structure:
- The nine Add-Alternates are described as:
 - Alt 1 Window replacement
 - Alt 2 Door replacement
 - Alt 3 Install lap siding
 - Alt 4 Wood Frame Roof with Shingles
 - Alt 5 Wood Frame Roof with Metal
 - Alt 6 Flow Meter on discharge
 - Alt 7 VFDs for pump motors
 - Alt 8 Polyurethane Elastomer Liner
 - Alt 9 Mulch and Plantings

STAFF RECOMMENDATION:

Four bids were received and publicly read aloud at the August 20th, 2015 bid opening.

The low base bid was submitted by Meyer Contracting in the amount of \$456,738. The submitted bids are as follows:

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7	Alt 8	Alt 9
Meyer	\$456,238	\$ 6,350	\$10,000	\$ 5,729	\$ 5,653	\$ 7,181	\$5,234	\$11,459	\$19,011	\$ 583
Pember	\$621,314	\$14,400	\$15,400	\$52,500	\$38,000	\$44,500	\$9,925	\$11,400	\$59,500	\$ 500
Magney	\$630,990	\$ 7,600	\$11,400	\$26,500	\$ 5,000	\$ 8,800	\$6,300	\$11,000	\$59,000	\$2,100
Gridor	\$840,860	\$10,000	\$11,500	\$22,500	\$15,000	\$31,500	\$7,000	\$11,500	\$65,000	\$2,500

Based on the bids received, staff recommends award of contract to Meyer Contracting, Inc. in the amount of \$456,238.00. A line item was inadvertently placed in the base bid that should have been in the alternates. Meyer's price on this was \$15,000 – which will be deducted by change order after the contract is awarded.

RECOMMENDED MOTION(S):

Move to accept bids and award Chatham Road Lift Station Rehabilitation, City Project No. 1414, to Meyer Contracting, Inc. of Maple Grove, MN, based upon their low, qualified, responsible bid in the amount of \$456,238.00 from Fund 652-51414-5185; and, furthermore, to authorize the Mayor and City Manager to enter into a contract for the same.

ATTACHMENTS: MSA Recommendation letter
Bid Tabulation



September 9, 2015

Kevin Hansen, Public Works Director / City Engineer
City of Columbia Heights
637 38th Avenue NE
Columbia Heights, MN 55421-3806

RE: Chatham Road Sanitary Sewer Lift Station Bid Award

Dear Mr. Hansen:

Bids were opened for the above referenced project on August 20, 2015. The City received bids from four qualified contractors ranging in price from \$456,238.00 to \$840,860.00. A more detailed bid tab is attached to this letter. It should be noted that there was a mistake made on the bid schedule. Bid alternate A8 was also included in the base bid. The amount for this item was \$15,000.

We understand that the low bid is more than the City originally budgeted for the project. However, we do not feel that rebidding the project will result in better prices. Based on bidding experience from projects bid this year and discussions with contractors and suppliers, material prices have shown a significant increase in the past year since the budget estimate was completed.

Our recommendation is to award the contract to Meyer Contracting, Inc. of Maple Grove, MN, in the amount of \$456,238.00, with the provision that the wet well liner work would be omitted from the contract.

The motion to award should be contingent on the contractor supplying the proper bonding and insurance.

Thank you,

Erik Evenson, PE
Senior Project Engineer

Offices in Illinois, Iowa, Minnesota, and Wisconsin

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www.msa-ps.com

CHATHAM ROAD LIFT STATION
CITY OF COLUMBIA HEIGHTS

BID TABULATION
PROJECT NUMBER: 1414
BID DATE: AUGUST 20, 2015

		Meyer Contracting Inc 11000 93rd Avenue North Maple Grove, MN 55369		Pember Companies Inc N4449 469th Street Menomonie, WI 54751		Magney Construction Inc 1401 Park Road Chanhasen, MN 55317		Gridor Construction Inc 3990 27th Street SE Buffalo, MN 55313	
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID		\$ 456,238.00		\$ 621,314.00		\$ 630,990.00		\$ 840,860.00
	ADDITIVE ALTERNATES							As Read	\$840,560.00
A1.	Bid Alternate #1 - Windows	\$ 6,350.00	\$ 6,350.00	\$ 14,400.00	\$ 14,400.00	\$ 7,600.00	\$ 7,600.00	\$ 10,000.00	\$ 10,000.00
A2.	Bid Alternate #2 - Doors	\$ 10,000.00	\$ 10,000.00	\$ 15,400.00	\$ 15,400.00	\$ 11,400.00	\$ 11,400.00	\$ 11,500.00	\$ 11,500.00
A3.	Bid Alternate #3 - Siding	\$ 5,729.00	\$ 5,729.00	\$ 52,500.00	\$ 52,500.00	\$ 26,500.00	\$ 26,500.00	\$ 22,500.00	\$ 22,500.00
A4.	Bid Alternate #4 - Wood Frame Roof with Shingles	\$ 5,653.00	\$ 5,653.00	\$ 38,000.00	\$ 38,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
A5.	Bid Alternate #5 - Wood Frame Roof with Metal	\$ 7,181.00	\$ 7,181.00	\$ 44,500.00	\$ 44,500.00	\$ 8,800.00	\$ 8,800.00	\$ 31,500.00	\$ 31,500.00
A6.	Bid Alternate #6 - Flow Meter	\$ 5,234.00	\$ 5,234.00	\$ 9,925.00	\$ 9,925.00	\$ 6,300.00	\$ 6,300.00	\$ 7,000.00	\$ 7,000.00
A7.	Bid Alternate #7 - VFDs	\$ 11,459.00	\$ 11,459.00	\$ 11,400.00	\$ 11,400.00	\$ 11,000.00	\$ 11,000.00	\$ 11,500.00	\$ 11,500.00
A8.	Bid Alternate #8 - Polyurethane Elastomer Liner	\$ 19,011.00	\$ 19,011.00	\$ 59,500.00	\$ 59,500.00	\$ 59,000.00	\$ 59,000.00	\$ 65,000.00	\$ 65,000.00
A9.	Bid Alternate #9 - Mulch and Plantings	\$ 583.00	\$ 583.00	\$ 500.00	\$ 500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,500.00	\$ 2,500.00