

Cambridge EDA Meeting – Monday March 18, 2024, 5:45 pm City Council Chambers, 300 3rd Avenue NE

Meeting Announcement and Agenda

Members of the audience are encouraged to follow along with the meeting's agenda. Agendas are available on the table just outside the Council Chambers entrance door.

Tentative	Age	enda Item
Time		
5:45 pm	1.	Call to Order
	2.	Approval of Agenda
	3.	Consent Agenda
	A.	Approval of February 20, 2024 regular meeting minutes (p. 2)
	B.	Approve EDA Draft January 2024 Financial Statements (p. 5)
	C.	Approve EDA Admin Division Bills Checks #128460 - #128638 Totaling \$14,755.11 (p. 19)
	D.	Housing Supervisor's Report (p. 25)
	4.	Work Session
	5.	Unfinished Business
	6.	New Business
	A.	Award bid for Water Softener (p. 26)
	B.	Award bid for New Refrigerators (p. 32)
	C.	SACs Lease Suite 164 (p. 34)
	D.	Jayda Belle Lease Amendment Suite 140 (p. 47)
	7.	Adjourn

Notice to the hearing impaired: Upon request to City Staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

Cambridge Economic Development Authority (EDA)

Regular Meeting Minutes - Tuesday, February 20, 2024

A regular meeting of the Cambridge Economic Development Authority (EDA) was held at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: EDA members Bob Shogren, Mark Ziebarth, Lisa Iverson, Jim Godfrey and

Aaron Berg.

Staff present: Executive Director Moe, City Administrator Vogel, Deputy City

Administrator Smith, Deputy Fire Chief Benzen, Lucas Milz, Chief Shuster

and Assistant to the City Administrator Seiberlich.

Call to Order

Shogren called the meeting to order at 5:45 p.m.

Approval of Agenda

Berg moved, seconded by Shogren, to approve the agenda. Motion carried unanimously.

Annual Meeting

A. Annual Meeting – Election of Officers

Berg nominated Shogren for EDA President, seconded by Iverson. Shogren motioned Berg for EDA President, seconded by Godfrey. Godfrey asked if Shogren was interested in being EDA President for another year, Shogren said he would like to see another board member serve but was willing if members preferred. Shogren voted for Berg as President. Ziebarth, Iverson, Godfrey and Berg voted for Shogren. Shogren was elected as EDA President in a 4/1 vote.

Berg nominated himself for EDA Vice President, seconded by Shogren. There were no other nominations. All voted aye, no nays. Motion passed unanimously.

Shogren nominated Ziebarth for EDA Treasurer, seconded by Godfrey. There were no other nominations. All voted aye, no nays. Motion passed unanimously.

Councilmembers appointed Moe as EDA Executive Director, Gerlach as EDA Assistant Treasurer, and Seiberlich as Secretary.

D. EDA Code of Conduct & Bylaws

Commissioners reviewed the bylaws. There were no changes from the previous year.

Iverson motioned, seconded by Ziebarth, to approve the EDA Code of Conduct & Bylaws. All voted aye, no nays. Motion passed unanimously.

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Consent Agenda

Iverson requested to pull Item C. Approve EDA Admin Division Bills Checks # 128139 - # 128447 Totaling \$57,649.51

Iverson moved, seconded by Ziebarth, to approve consent agenda items A, B, and D – G:

- A. Approval of January 16, 2024 meeting minutes
- B. Approve EDA Draft December 2023 Financial Statements
- C. Approve EDA Admin Division Bills Checks # 128139 # 128447 Totaling \$57,649.51
- D. Resolution EDA R24-001 2023 EDA Admin Budget Amendment
- E. Resolution EDA R24-002 2024 EDA Admin Budget Amendment
- F. Housing Supervisor Report
- G. Resident Meeting Minutes

Upon roll call Godfrey, Iverson, Ziebarth, Berg and Shogren voted aye, no nays. Motion carried.

C Approve EDA Admin Division Bills Checks # 128139 - # 128447 Totaling \$57,649.51 Iverson questioned the variation in payment to DW for salting contracted parking lots, Moe said the payment amount depended on time and amount of salt per job.

Iverson motioned, seconded by Godfrey to approve Item C. Approve EDA Admin Division Bills Checks # 128139 - # 128447 Totaling \$57,649.51. Upon roll call Godfrey, Iverson, Ziebarth, Berg and Shogren voted aye. No nays. Motion carried unanimously.

Work Session

There were no items under the work session.

Unfinished Business

There were no items under unfinished business.

New Business

A Solicit Bids for Architect for Roof Replacement

Moe said staff are preparing to replace the roof at Bridge Park Apartments in the near future. Staff need plans and specifications to solicit bids for the project. These need to be done by an architect, engineer, or a project manager. HUD requires a bidding process for these services.

Godfrey motioned, seconded by Ziebarth, to approve the solicitation of bids for an architect, engineer, or project manager to prepare detailed plans and specifications for bidding the project, as well as overseeing the completion of the Bridge Park Apartment roof replacement project.

Shogren asked if the roof needed replacement since it was less than 20 years old, Moe said has needed repairs and has been out of warranty for a couple years and does need replacement.

Upon vote, all voted aye, no nays, motion passed unanimously.

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B Suite 140 Jayde Belle Boutique 2-Year Lease

Smith announced that Jayda Belle Boutique, who began their lease on suite 140 in November on a month-to-month basis, wants to enter into a two-year lease. The proposed first-year rent remains the same as the tenant currently pays, and increases 3% in the second year.

Godfrey motioned, seconded by Shogren, to approve the 2-year lease for Suite 140 with Jayda Belle Boutique. All voted aye, no nays, motion passed unanimously.

<u>Adjournment</u>

Berg moved,	seconded b	y Godfrey,	to adjourn	the me	eeting at	5:56 p.m.	All voted	aye,	motion
carried unanii	mously.								

ATTEST:	Bob Shogren, President
Caroline Moe, Executive Director	

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CITY OF CAMBRIDGE BALANCE SHEET JANUARY 31, 2024

LOW RENT PROGRAM-BRIDGE PARK

	ASSETS				
901-10010	CASH AND INVESTMENTS		(1,602.00)	
	INVESTMENTSPBC		`	121,780.08	
	EDA OPERATING ACCOUNT-LOW RENT			348,502.59	
	LAND AND LAND IMPROVEMENTS			134,042.37	
901-16200	BUILDINGS AND STRUCTURES			474,877.78	
901-16250	BUILDING IMPROVEMENTS			1,317,760.79	
901-16300	SITE IMPROVEMENTS			103,618.10	
901-16350	NON-DWELLING STRUCTURES			76,009.20	
901-16400	FURNITURE, EQUIPMENT, MACH-DWE			34,782.90	
901-16450	FURN, EQUIP, MACH-ADMIN			38,854.91	
901-16460	ACCUM DEPREC-FURN, EQUIP- ADMIN		(1,843,700.42)	
	TOTAL ASSETS			:	804,926.30
	LIABILITIES AND EQUITY				
	LIABILITIES				
901-20100	AP ALLOCATED TO OTHER FUNDS			2,345.72	
901-21650	ACCRUED VACATION & SICK PAY			2,891.56	
901-22600	TENANT SECURITY DEPOSITS			36,773.00	
	TOTAL LIABILITIES				42,010.28
	FUND EQUITY				
901-27200	UNRESTRICTED NET ASSETS			453,968.09	
901-27300	INVESTED IN CAPITAL ASSETS			301,555.77	
901-27400	HUD OPERATING RESERVE MEMO			227,249.46	
901-27500	HUD OPERATING RESERVE CONTRA		(227,249.46)	
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	7,392.16			
	BALANCE - CURRENT DATE		•	7,392.16	
	TOTAL FUND EQUITY				762,916.02
	TOTAL LIABILITIES AND EQUITY				804,926.30

CITY OF CAMBRIDGE DETAIL REVENUES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	INTERGOVERNMENTAL REVENUES						
901-33160	OPERATING GRANTS-HUD	90,000.00	90,000.00	7,412.00	82,588.00	8.24	111,842.00
	TOTAL INTERGOVERNMENTAL REVE	90,000.00	90,000.00	7,412.00	82,588.00	8.24	111,842.00
	INTEREST & MISC INCOME						
901-36210	INTEREST EARNINGS	300.00	300.00	70.08	229.92	23.36	760.98
	TOTAL INTEREST & MISC INCOME	300.00	300.00	70.08	229.92	23.36	760.98
	RENTAL INCOME						
901-37220 901-37221	DWELLING RENTAL LAUNDRY INCOME BRIDGE PARK	180,000.00 3,000.00	180,000.00 3,000.00	19,298.21 326.85	160,701.79 2,673.15	10.72 10.90	205,890.74 3,418.67
	TOTAL RENTAL INCOME	183,000.00	183,000.00	19,625.06	163,374.94	10.72	209,309.41
	OTHER FINANCING SOURCES						
901-39203	TRANSFERS FROM OTHER FUNDS	35,000.00	35,000.00	.00	35,000.00	.00	18,700.00
	TOTAL OTHER FINANCING SOURCES	35,000.00	35,000.00	.00.	35,000.00	.00	18,700.00
	TOTAL FUND REVENUE	308,300.00	308,300.00	27,107.14			340,612.39

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL		JNUSED/ NEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	LOW RENT ADMINISTRATION							
	PERSONAL SERVICES							
901-49500-103	ADMIN PART-TIME - REGULAR	44,392.00	44,392.00	3,124.46	(41,267.54)	7.04	41,617.18
901-49500-121	PERA (EMPLOYER)	3,330.00	3,330.00	234.33	(3,095.67)	7.04	3,023.72
901-49500-122	FICA/MEDICARE (EMPLOYER)	3,396.00	3,396.00	216.66	(3,179.34)	6.38	2,919.38
901-49500-131	MEDICAL/LIFE/DENTAL	10,013.00	10,013.00	3,264.00	(6,749.00)	32.60	9,527.61
901-49500-151	WORKERS' COMPENSATION PREMIU	433.00	433.00	.00	(433.00)	.00	334.69
901-49500-154	HRA/FLEX FEES	100.00	100.00	15.35	(84.65)	15.35	67.40
	TOTAL PERSONAL SERVICES	61,664.00	61,664.00	6,854.80	(54,809.20)	11.12	57,489.98
	SUPPLIES							
901-49500-201	OFFICE SUPPLY	658.00	658.00	.00.	(658.00)	.00	209.23
	TOTAL SUPPLIES	658.00	658.00	.00	(658.00)	.00	209.23
	OTHER SERVICES AND CHARGES							
901-49500-304	LEGAL FEES	10,000.00	10,000.00	.00	(10,000.00)	.00	11,197.00
901-49500-306	AUDITING	3,000.00	3,000.00	.00	(3,000.00)	.00	3,000.00
901-49500-313	IT MGMT & BACKUP	6,500.00	6,500.00	458.25	(6,041.75)	7.05	5,482.52
901-49500-321	TELEPHONE EXPENSE	7,500.00	7,500.00	41.24	(7,458.76)	.55	7,373.83
901-49500-322	POSTAGE	300.00	300.00	.00	(300.00)	.00	269.12
901-49500-331	TRAVEL/MEALS/LODGING	100.00	100.00	.00	(100.00)	.00	.00
901-49500-340	ADVERTISING	50.00	50.00	.00.	_(50.00)	.00.	61.96
	TOTAL OTHER SERVICES AND CHA	27,450.00	27,450.00	499.49	(26,950.51)	1.82	27,384.43
	MISCELLANEOUS							
901-49500-413	RENTALS - OFFICE EQUIPMENT	275.00	275.00	33.43	(241.57)	12.16	282.34
901-49500-433	DUES AND SUBSCRIPTIONS	3,800.00	3,800.00	2,685.00	(1,115.00)	70.66	3,699.00
901-49500-440	STAFF TRAINING	400.00	400.00	.00	(400.00)	.00	225.00
	TOTAL MISCELLANEOUS	4,475.00	4,475.00	2,718.43	(1,756.57)	60.75	4,206.34
	TOTAL LOW RENT ADMINISTRATION	94,247.00	94,247.00	10,072.72	(84,174.28)	10.69	89,289.98
	:				-			

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL		JSED/ ARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	LOW RENT TENANT SERVICES							
901-49600-210	SUPPLIES REC, PUB & OTHER SERVICES	240.00	240.00	8.98	(231.02)	3.74	225.33
	TOTAL SUPPLIES	240.00	240.00	8.98	(231.02)	3.74	225.33
	TOTAL LOW RENT TENANT SERVICE	240.00	240.00	8.98	(231.02)	3.74	225,33

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL		UNUSED/ NEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	LOW RENT MAINTENANCE							
	PERSONAL SERVICES							
901-49700-103	MAINT PT EMPLOYEES - REGULAR	26,084.00	26,084.00	1,690.09	(24,393.91)	6.48	23,660.84
901-49700-121	PERA (EMPLOYER)	1,957.00	1,957.00	126.76	(1,830.24)	6.48	1,616.59
901-49700-122	FICA/MEDICARE (EMPLOYER)	1,996.00	1,996.00	117.19	(1,878.81)	5.87	1,672.15
901-49700-131	MEDICAL/DENTAL/LIFE	5,006.00	5,006.00	1,221.50	(3,784.50)	24.40	4,768.50
901-49700-151	WORKERS' COMPENSATION PREMIU	2,520.00	2,520.00	.00	(2,520.00)	.00	1,765.26
	TOTAL PERSONAL SERVICES	37,563.00	37,563.00	3,155.54	_(34,407.46)	8.40	33,483.34
	SUPPLIES							
901-49700-210	MATERIALS-OPER SUPPLIES	5,000.00	5,000.00	2,322.06	(2,677.94)	46.44	5,033.89
901-49700-212	FUEL PURCHASE	50.00	50.00	.00.		50.00)	.00	.00.
	TOTAL SUPPLIES	5,050.00	5,050.00	2,322.06	(2,727.94)	45.98	5,033.89
	OTHER SERVICES AND CHARGES							
901-49700-304	CONTRACT COSTS	41,000.00	41,000.00	3,667.07	(37,332.93)	8.94	44,718.19
901-49700-360	INSURANCE AND BONDS	10,000.00	10,000.00	.00	(10,000.00)	.00	6,813.00
901-49700-370	PAYMENT IN LIEU OF TAXES	15,000.00	15,000.00	.00	(15,000.00)	.00.	16,498.00
901-49700-381	ELECTRIC UTILITIES	38,000.00	38,000.00	.00	(38,000.00)	.00	35,794.69
901-49700-382	WATER/WASTEWATER UTILITIES	7,000.00	7,000.00	488.61	(6,511.39)	6.98	6,727.28
901-49700-383	GAS UTILITIES	3,000.00	3,000.00	.00	(3,000.00)	.00	1,806.96
901-49700-384	REFUSE HAULING	4,200.00	4,200.00	.00.	(4,200.00)	.00	4,498.91
	TOTAL OTHER SERVICES AND CHA	118,200.00	118,200.00	4,155.68	_(114,044.32)	3.52	116,857.03
	MISCELLANEOUS							
901-49700-420	DEPRECIATION EXPENSE	43,000.00	43,000.00	.00.	_(43,000.00)	.00	45,256.07
	TOTAL MISCELLANEOUS	43,000.00	43,000.00	.00	(43,000.00)	.00	45,256.07
	IMPROVEMENTS/BETTERMENTS							
901-49700-501	REPLACEMENT OF EQUIPMENT	5,000.00	5,000.00	.00	(5,000.00)	.00	.00
901-49700-502	BETTERMENTS AND ADDITIONS	5,000.00	5,000.00	.00	_(5,000.00)	.00.	3,294.20
	TOTAL IMPROVEMENTS/BETTERM	10,000.00	10,000.00	.00.	(10,000.00)	.00	3,294.20
	TOTAL LOW RENT MAINTENANCE	213,813.00	213,813.00	9,633.28	(204,179.72)	4.51	203,924.53

CITY OF CAMBRIDGE

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	308,300.00	308,300.00	19,714.98			293,439.84
NET REVENUES OVER EXPENDITURE	.00	.00	7,392.16			47,172.55

CITY OF CAMBRIDGE BALANCE SHEET JANUARY 31, 2024

HOUSING-OTHER BUS ACTIVITIES

	ASSETS		
903-10200	EDA HOUSING DIV OPERATING CASH	75,733.00	
	TOTAL ASSETS	=	75,733.00
	LIABILITIES AND EQUITY		
	FUND EQUITY		
903-27200	UNRESTRICTED NET ASSETS	75,733.00	
	TOTAL FUND EQUITY		75,733.00
	TOTAL LIABILITIES AND EQUITY		75,733.00

CITY OF CAMBRIDGE DETAIL REVENUES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FUND 904 - CAPITAL FUND PROGRAM-HUD

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	INTERGOVERNMENTAL REVENUES						
904-33160	HUD CAPITAL GRANTS	35,000.00	35,000.00	.00	35,000.00	.00	18,700.00
	TOTAL INTERGOVERNMENTAL REVE	35,000.00	35,000.00	.00.	35,000.00	.00	18,700.00
	TOTAL FUND REVENUE	35,000.00	35,000.00	.00			18,700.00

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FUND 904 - CAPITAL FUND PROGRAM-HUD

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	OTHER FINANCING USES						
904-49300-720	TRANSFERS OUT	35,000.00	35,000.00	.00	(35,000.00)	.00	18,700.00
	TOTAL FUNCTION 7	35,000.00	35,000.00	.00	(35,000.00)	.00	18,700.00
	TOTAL OTHER FINANCING USES	35,000.00	35,000.00	.00	(35,000.00)	.00	18,700.00

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

FUND 904 - CAPITAL FUND PROGRAM-HUD

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	35,000.00	35,000.00	.00			18,700.00
NET REVENUES OVER EXPENDITURE	.00.	.00.	.00.			.00.

CITY OF CAMBRIDGE DETAIL REVENUES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	INTEREST						
205-36210	INTEREST EARNINGS	.00	.00	.00	.00	.00	17,368.71
	TOTAL INTEREST	.00	.00	.00	.00	.00	17,368.71
	MALL OPERATING REVENUES						
205-37220	RENTAL FEES	180,000.00	180,000.00	25,465.03	154,534.97	14.15	195,844.79
	TOTAL MALL OPERATING REVENUES	180,000.00	180,000.00	25,465.03	154,534.97	14.15	195,844.79
	TRANSFERS FROM OTHER FUNDS						
205-39203	TRANSFERS FROM OTHER FUNDS	150,000.00	150,000.00	.00	150,000.00	.00.	50,000.00
	TOTAL TRANSFERS FROM OTHER FU	150,000.00	150,000.00	.00	150,000.00	.00	50,000.00
	TOTAL FUND REVENUE	330,000.00	330,000.00	25,465.03			263,213.50

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL		UNUSED/ NEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	EDA ADMINISTRATION							
	DEDOCALAL OFFICION							
205 44020 404	PERSONAL SERVICES	82 022 02	00.000.00	0.200.40	,	70 500 04)	7 74	60 444 04
205-41930-101	FULL-TIME EMPLOYEES - REGULAR	82,933.00	82,933.00	6,396.16 175.00	(76,536.84)	7.71 7.00	69,411.24
205-41930-112 205-41930-121	EDA MEETING PAYMENTS	2,500.00	2,500.00 6,248.00	479.72	(2,325.00)	7.68	1,845.00
205-41930-121	PERA (EMPLOYER) FICA/MEDICARE (EMPLOYER)	6,248.00	•	492.89	(5,768.28)	7.00	5,185.36 5,311.26
205-41930-121	MEDICAL/DENTAL/LIFE	6,373.00	6,373.00	3,787.33	(5,880.11) 10,712.67)	26.12	
205-41930-131	LONGEVITY PAY	14,500.00 380.00	14,500.00 380.00	.00	(380.00)	.00	13,810.56 .00
205-41930-133	DEDUCTIBLE CONTRIBUTION	1,200.00	1,200.00	.00	(1,200.00)	.00	1,200.00
205-41930-151	WORKERS' COMPENSATION PREMIU	810.00	810.00	.00	•	810.00)	.00	571.12
205-41930-154	HRA/FLEX FEES	80.00	80.00	12.31	(67.69)	15.39	53.92
203-41930-134	THOUTLEN FLES			12.51			10.09	
	TOTAL PERSONAL SERVICES	115,024.00	115,024.00	11,343.41	(103,680.59)	9.86	97,388.46
	SUPPLIES							
205-41930-201	OFFICE SUPPLIES	300.00	300.00	.00	(300.00)	.00	122.29
205-41930-209	SOFTWARE UPDATES	.00	.00	.00	`	.00	.00	102.94
205-41930-240	SMALL TOOLS & MINOR EQUIPMENT	300.00	300.00	.00	(300.00)	.00	.00
	TOTAL SUPPLIES	600.00	600.00	.00	(600.00)	.00	225.23
	OTHER SERVICES & CHARGES							
205-41930-304	MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	.00	(5,000.00)	.00	844.00
205-41930-307	MARKET OR BRE STUDY	.00	19,000.00	.00	(19,000.00)	.00	.00
205-41930-313	IT MGMT & BACKUP	5,600.00	5,600.00	458.25	(5,141.75)	8.18	5,482.52
205-41930-321	TELEPHONE/CELLULAR	540.00	540.00	45.00	ì	495.00)	8.33	405.00
205-41930-331	TRAVEL/MEALS/LODGING	1,200.00	1,200.00	15.00	ì	1,185.00)	1.25	466.30
205-41930-334	MILEAGE REIMBURSEMENT	800.00	800.00	.00	ì	800.00)	.00	275.95
205-41930-351	LEGAL NOTICES/ORD PUB	300.00	300.00	.00	ì	300.00)	.00	125.37
205-41930-360	INSURANCE AND BONDS	.00	.00	.00	`	.00	.00	1,735.62
	TOTAL OTHER SERVICES & CHARG	13,440.00	32,440.00	518.25	(31,921.75)	1.60	9,334.76
		•						
	MISCELLANEOUS							
205-41930-404	REP & MAINT LABOR VEH/EQUIP	100.00	100.00	.00	(100.00)	.00	.00
205-41930-407	HWY 95 PROPERTY ACQ MAINT EXP	.00	.00	.00		.00	.00	8,800.00
205-41930-408	PROPERTY ACQ MAINT EXP	.00	.00	.00		.00	.00.	2,190.65
205-41930-430	MISCELLANEOUS	100.00	100.00	.00	(100.00)	.00.	.00
205-41930-433	DUES AND SUBSCRIPTIONS	4,000.00	4,000.00	320.00	(3,680.00)	8.00	2,965.00
205-41930-440	SCHOOLS & MEETINGS	2,000.00	2,000.00	575.00	(1,425.00)	28.75	795.00
205-41930-484	NLX ACTIVITIES	7,800.00	7,800.00	9,324.00		1,524.00	119.54	.00
205-41930-485	PROPERTY TAXES	.00	.00	.00		.00	.00	3,042.00
205-41930-489	IND PARK MARKETING	5,000.00	5,000.00	.00	(5,000.00)	.00	.00
	TOTAL MISCELLANEOUS	19,000.00	19,000.00	10,219.00	_(8,781.00)	53.78	17,792.65
	TOTAL EDA ADMINISTRATION	148,064.00	167,064.00	22,080.66	(144,983.34)	13.22	124,741.10

CITY OF CAMBRIDGE

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL		UNUSED/ NEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
	MALL OPERATING EXPENSES							
	PERSONAL DERIVICES							
205-47000-101	PERSONAL SERVICES FULL-TIME EMPLOYEES - REGULAR	20 001 00	20 094 00	2 442 40	,	20 520 60)	7.00	20.004.05
205-47000-101	FULL-TIME EMPLOYEES - OVERTIME	30,981.00 1,000.00	30,981.00	2,442.40 .00	(28,538.60)	7.88	30,064.05
205-47000-102	TEMPORARY EMPLOYEE	7,000.00	1,000.00 7,000.00	.00	(1,000.00)	.00	.00
205-47000-103	PERA (EMPLOYER)	2,500.00	2,500.00	183.18	(7,000.00)	.00	5,769.37
205-47000-121	FICA/MEDICARE (EMPLOYER)	3,045.00	3,045.00	180.70	(2,316.82)	7.33	2,247.87
205-47000-122	MEDICAL/DENTAL/LIFE	9,064.00	9,064.00	2,364.92	(2,864.30)	5.93	2,663.13
205-47000-131	LONGEVITY PAY	833.00	833.00	.00	(6,699.08) 833.00)	26.09 .00	8,605.68
205-47000-132	DEDUCTIBLE CONTRIBUTION	750.00	750.00	.00	(•		.00
205-47000-151	WORKERS' COMPENSATION PREMIU	3,845.00	3,845.00	.00	,	750.00)	.00	.00.
205-47000-151	HRA/FLEX FEES	100.00	100.00	7.70	(3,845.00) 92.30)	.00. 7.70	2,403.99 33.70
200-47000-104	·	100.00	100,00	7.10		92.30)	7.70	33.70
	TOTAL PERSONAL SERVICES	59,118.00	59,118.00	5,178.90	(53,939.10)	8.76	51,787.79
	SUPPLIES							
205-47000-211	MISC OPERATING SERVICES	200.00	200.00	36.99	(163.01)	18.50	240.77
205-47000-211	GASOLINE/FUEL	125.00	125.00	00.	(125.00)	.00	102.41
205-47000-212	REPAIRS & MAINTENANCE SUPPLIES	15,000.00	15,000.00	385.95	,	•	2,57	5,089,56
205-47000-240	SMALL TOOLS	1,000.00	1,000.00	15.70	(14,614.05) 984.30)	1.57	97.79
200 47 000 240		1,000.00	1,000.00			304.30)		91.19
	TOTAL SUPPLIES	16,325.00	16,325.00	438.64	(15,886.36)	2.69	5,530.53
	OTHER SERVICES & CHARGES							
205 47000 224	OTHER SERVICES & CHARGES	050.00	050.00	22.22	,	000.00\	F 00	
205-47000-321	TELEPHONE/CELLUALAR PHONES	350.00	350.00	20.62	(329.38)	5.89	246.93
205-47000-360	INSURANCE AND BONDS	6,000.00	6,000.00	.00.	(6,000.00)	.00	4,966.00
205-47000-381	ELECTRIC UTILITIES	20,500.00	20,500.00	(230.27)	(20,730.27)	•	20,264.18
205-47000-382	WATER/WASTEWATER UTILITIES	5,500.00	5,500.00	468.49	(5,031.51)	8.52	5,667.75
205-47000-383	GAS UTILITIES	4,200.00	4,200.00	.00	(4,200.00)	.00	6,257.20
205-47000-384	REFUSE HAULING	6,000.00	6,000.00	.00		6,000.00)	.00	4,527.26
	TOTAL OTHER SERVICES & CHARG	42,550.00	42,550.00	258.84	(42,291.16)	.61	41,929.32
	MISCELLANEOUS							_
205-47000-401	REP & MAINT-BLDG/STRUCTURES	25 000 00	05 000 00	20	,	05 000 00		40.004.00
205-47000-401	BNSF PARKING LOT LEASE	25,000.00	25,000.00 2,500.00	.00.	(25,000.00)	.00	19,621.90
		2,500.00	•	2,646.04	,	146.04	105.84	2,568.97
205-47000-489 205-47000-494	OTHER CONTRACTED SERVICES	1,000.00	1,000.00	.00	(1,000.00)	.00	.00.
205-47000-494	PARKING LOT/EXTERIOR PROJECT TENANT BUILD OUT	.00	.00.	.00. 17,253.50		.00	.00	458,597.21
203-47000-496	TENANT BOILD OUT	.00	.00.	17,253.50		17,253.50	.00	15,940.00
	TOTAL MISCELLANEOUS	28,500.00	28,500.00	19,899.54		8,600.46)	69.82	496,728.08
	TOTAL MALL OPERATING EXPENSES	146,493.00	146,493.00	25,775.92		120,717.08)	17.60	595,975.72

CITY OF CAMBRIDGE DETAIL EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	294,557.00	313,557.00	47,856.58			720,716.82
NET REVENUES OVER EXPENDITURE	35,443.00	16,443.00	(22,391.55)			(457,503.32)

CAMBRIDGE EDA MEETING March 18, 2024 BILLS LIST

			Submitted For
Disbursement Type:	Date:	Check Numbers:	Approval
Prepaid Checks	2/22/2024	128460 - 128504	2,046.49
Prepaid Checks	3/7/2024	128564 - 128638	12,708.62
	Prepaid Totals		14,755.11

TOTAL SUBMITTED FOR APPROVAL

\$14,755.11

I certify that the amounts listed above and detailed as attached, represent a complete and accurate representation of EDA disbursements from 2/8/24-3/7/24.

Caroline Moe, Director of Finance signature & date

Jinda Starlach 317124

Linda Gerlach, Finance Clerk signature & date

City of Cambridge		Payment Approval Report - EDA Bills List Report dates: 2/21/2024-2/22/2024	Page: 1 Feb 22, 2024 12:12PM	
Vendor	Vendor Name	Description	Net Invoice Amount	
969	Cardmember Service	Lodging - A. Smith	274.94	
Т	otal 969:		274.94	
1170	City Laundering Co.	Rugs - DMV and Mall	85.00	
Т	otal 1170:		85.00	
1553	DW Companies LLC	Snow Removal & Salting - Bridge Park	1,275.00	
Т	otal 1553:		1,275.00	
3006	Kramer Mechanical Plumbir	ng Service - Bridge Park	395.00	
Т	otal 3006:		395.00	
* 3521	Menards	Maintenance Supplies - Mall	16.55	
Т	otal 3521:		16.55	
G	Grand Totals:		2,046.49	

City of Cambridge	Check Register - Summary Report EDA	Page: 1
	Check Issue Dates: 2/22/2024 - 2/22/2024	Feb 22, 2024 12:29PM

L Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/24	02/22/2024	128460	969	Elan Financial Services	205-20100	274.94
02/24	02/22/2024	128466	1170	City Laundering Co.	205-20100	85.00
02/24	02/22/2024	128474	1553	DW Companies LLC	901-20100	1,275.00
02/24	02/22/2024	128497	3006	Kramer Mechanical Plumbing & Heating Inc	901-20100	395.00
02/24	02/22/2024	128504	3521	Menards	205-20100	16.55
	d Totals:				- -	2,046

City of Cambridge		ayment Approval Report - EDA Bills List Report dates: 3/6/2024-3/6/2024 Mar 07	Page: 1 7, 2024 09:56AM
Vendor	Vendor Name	Description	Net Invoice Amount
1201 1201	Cliff's Sewing Service Inc. Cliff's Sewing Service Inc.	Vacuum - Bridge Park Vacuum Supplies - Bridge Park	399.99 21.99
To	otal 1201:		421.98
2411 2411	Hillyard Inc. Hillyard Inc.	Maintenance Supplies - Mall Credit Maintenance Supplies - Mall	352.30 43.76
To	otal 2411:		308.54
3006	Kramer Mechanical Plumbing	Repairs - Bridge Park Apt	172.00
T	otal 3006:		172.00
3258 3258	I.U.O.E. Local 49 Fringe Ben I.U.O.E. Local 49 Fringe Ben I.U.O.E. Local 49 Fringe Ben I.U.O.E. Local 49 Fringe Ben	e Health Insurance April e Health Insurance April	1,345.60 841.00 1,261.50 420.50
T	otal 3258:		3,868.60
3264	Lockstar Locksmith Service I	Service Call, Cylinder Re-Key, Keys - Bridge Park	162.00
Т	otal 3264:		162.00
3439	Maxfield Research & Consul	ti Research & Consulting Services - Housing Needs	3,800.00
Т	otal 3439:		3,800.00
3501	MEI Total Elevator Solutions	March Monthly Service - Bridge Park	298.79
Т	otal 3501:		298.79
3543	Metro Sales, Inc.	Ricoh MP C2004 Color Copier Rental - Bridge Park	32.15
Т	otal 3543:		32.15
3829	Minnesota Dept of Labor and	Elevator Annual Operation - Bridge Park Apts	100.00
Т	otal 3829:		100.00
4020	Nan McKay & Associates, Inc	Model Admission & Cont. Policy Digital Revision Servic	239.00
т	otal 4020:		239.00
4942	Sawmark Construction, LLC	Demo/Remodel Mondo's Pet Depot - Final	2,893.75
Т	otal 4942:		2,893.75

City of Cambridge		Payment Approval Report - EDA Bills List Report dates: 3/6/2024-3/6/2024	Page: 2 Mar 07, 2024 09:56AM		
Vendor	Vendor Name	Description	Net Invoice Amount		
5261	Star Quality Glass	Door and Service Call - Bridge Park	349.95		
T	otal 5261:		349.95		
5801 5801	Verizon Wireless Verizon Wireless	wireless phone service - Maintenance wireless phone service - Bridge Park	20.62 41.24		
T	otal 5801:		61.86		
G	rand Totals:		12,708.62		

Dated:	3/7/24
City Treasurer:	Caroline mod

City	of	Cam	hrid	ae

Check Register - Summary Report EDA

Check Issue Dates: 3/7/2024 - 3/7/2024

Page: 1 Mar 07, 2024 10:14AM

03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2	128579 24 128580 24 128591 24 128593 24 128597 24 128600	2411 3258 3006 3264 3439	Kramer Mechanical Plumbing & Heating Inc Lockstar Locksmith Service LLC	901-20100 205-20100 901-20100 901-20100 901-20100 205-20100	421.98 308.54 3,868.60 172.00 162.00 3,800.00
03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2	24 128580 24 128591 24 128593 24 128597 24 128600	3258 3006 3264 3439	I.U.O.E. Local 49 Fringe Benefit Fund Kramer Mechanical Plumbing & Heating Inc Lockstar Locksmith Service LLC Maxfield Research & Consulting	901-20100 901-20100 901-20100 205-20100	3,868.60 172.00 162.00
03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2	24 128591 24 128593 24 128597 24 128600	3006 3264 3439	Kramer Mechanical Plumbing & Heating Inc Lockstar Locksmith Service LLC Maxfield Research & Consulting	901-20100 901-20100 205-20100	172.00 162.00
03/24 03/07/2 03/24 03/07/2 03/24 03/07/2 03/24 03/07/2	24 128593 24 128597 24 128600	3264 3439	Lockstar Locksmith Service LLC Maxfield Research & Consulting	901-20100 205-20100	162.00
03/24 03/07/2 03/24 03/07/2 03/24 03/07/2	24 128597 24 128600	3439	Maxfield Research & Consulting	205-20100	
03/24 03/07/2 03/24 03/07/2	24 128600		· · · · · · · · · · · · · · · · · · ·		3,800.00
03/24 03/07/2		3501	MEI Total Elevator Solutions		
	0.4			901-20100	298.79
03/24 03/07/2	24 128603	3543	Metro Sales, Inc.	901-20100	32.15
	24 128604	3829	MN Dept of Labor and Industry	901-20100	100.00
03/24 03/07/2	24 128606	4020	Nan McKay & Associates, Inc	901-20100	239.00
03/24 03/07/2	24 128622	4942	Sawmark Construction, LLC	205-20100	2,893.75
03/24 03/07/2	24 128626	5261	Star Quality Glass	901-20100	349.95
03/24 03/07/2	24 128638	5801	Verizon Wireless	901-20100	61.86

Prepared by: Deb Barrett

Report on Bridge Park Apartments Housing Operations

- Submitted MTCS report (vacancy report). Application pending on unit #311 for a March 27, 2024, move-in.
- Was busy working on the annual recertifications for residents. All recertifications have been completed. Residents have till March 28, 2024, to sign their new recertification papers and updated leases.
- Participating in on-line safety training.
- Did annual on-line training for MN Revenue Recapture.

Prepared by: Deb Barrett

Background:

According to the approved capital fund, the EDA Board previously this year authorized staff to solicit proposals for replacing the water softener at Bridge Park.

Bids were solicited in the form of a bid packet sent to local contractors and advertised on the City of Cambridge website and advertised in the official legal newspaper.

At the bid opening at 9:00 a.m. on Thursday, March 7, 2024, we received two proposals: Kramer Mechanical, Stacy, MN - \$8,614.00 Hayes Mechanical, Brooklyn Center, MN - \$7,077.00

Amount is less than we had in the capital plan so HUD funding is in place to support purchase.

Recommendation:

Staff is recommending that the Board accept the bid submitted by Hayes Mechanical in the amount of \$7,077.00 and authorize Executive Director to sign contract for work to be performed.

6840 Shingle Creek Parkway, Suite 31, Brooklyn Center, MN 55430 Main: 763-568-7086 Fax: 763-276-9618

Submitted to:

City of Cambridge 300 3rd Ave NE Cambridge, MN 55008 Project:

Proposal 0052-Water Softener The Cabridge EDA, Mng. Agent 121 South Fern Street Cambridge, MN 55008

Hayes Mechanical sincerely appreciates the opportunity to propose our services on the above project. Outlined below is our response to your request for our quotation for this project:

Inclusions:

Replacement of Commercial Water Softener

Scope of work

- Remove old softener and old brine tank
- Dispose of old water softener and old brine tank
- Install (1) New MF-90-MR water softener and brine tank
- · Supplier delivery, setup, startup and training
- · Replace existing backwash discharge line with solid PVC

Misc

- Permits and inspections
- · Clean up of work site

Price: \$7077

Alternate/Option (for consideration)

 Robert Hill Company, St. Louis Park, High Capacity Series same specs, 90,000 grains See attached

Deduct \$700

Should you have any questions, please contact me at 763-202-0792

Sincerely,

Darrell Callahan



Product Specification/Submittal: Water Control Corporation Model MF-90-MR

General: System shall be a Water Control Corporation model MF-90-MR water softening system designed to handle a continuous flow rate of 22 gpm at a pressure loss not exceeding 7 psi, 30 gpm at a pressure loss not exceeding 15 psi and a peak flow rate of 42 gpm at a pressure loss not exceeding 25 psi. System will have a softening capacity of not less than 90,000 grains of softening per regeneration, with a salt dosage of 13 lbs per cubic foot of resin used.

Resin Tanks: The system shall incorporate 1 resin tank, a minimum of 14 inches in diameter. The tank volume shall be sufficient to allow a minimum freeboard space of 50 percent of the resin depth for adequate expansion of the resin during backwashing. The resin tank shall be designed for an operating pressure up to 125 psi and shall be manufactured of fiberglass reinforced polyester, reinforced with a continuous roving glass filament overwrap. Tank shall have a molded polypropylene base for support.

<u>Distributor System:</u> The resin tank shall be equipped with a hub and lateral type distributor system, with a plastic riser pipe and a fine slotted bottom distributor assembly.

<u>Softening Media</u>: The resin tank shall be provided with 3 cubic feet of high capacity synthetic cation exchange resin having a maximum exchange capacity of 30,000 grains per cubic foot when regenerated with 13 lbs of salt per cubic foot. The resin shall be manufactured to comply with the food additive regulation, paragraph 121.1148 of the Food and Drug Administration.

Automatic Controls: The resin tank shall incorporate a top mounted control valve. The control valve shall be of all brass construction, multi-port for maximum flow, and have a 1.5 inch NPT inlet and outlet connection. The control valve shall be motor driven, top mounted, mechanically activated design with five positions to accomplish the regeneration steps of backwash, brine and rinse, rapid rinse, brine refill, and service. The control valve shall be fitted with a brine injector assembly, and a self adjusting backwash flow control. System shall include a 1.5 inch meter located on the outlet of the control valve.

Electrical Requirements: Valve (1 total) shall be pre-wired with a 2-prong plug, complete with in-line 5 Amp breaker, for GFI wall outlet connection. Unit shall operate at 120 VAC, 1.3 Amps FLA, 60 Hz. Total quantity of GFI outlets required is

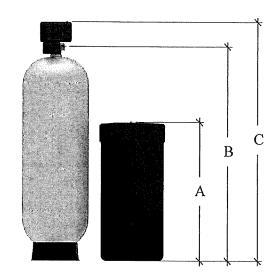
<u>Brine System:</u> A combination salt storage and brine tank, measuring 24 inches in diameter by 50 inches tall, with cover shall be provided. The tank shall be molded of corrosion proof, high density polyethylene. The tank shall be equipped with a chamber to house a brine check assembly. The brine check shall automatically open during eduction, and close automatically to prevent introduction of air into the resin tank.

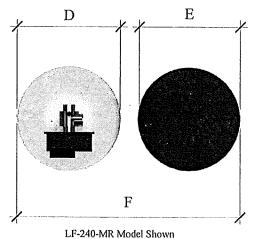
<u>Warranty</u>: WCC shall warrant the control valve, plastic brine tank(s) and fiberglass-reinforced resin tank(s) to be free of manufacturers defects for the lesser of 18 months from shipment or 12 months from system startup. Full warranty details available for review at www.watercontrolinc.com.

Water Control Corporation
7150 143rd Ave NW; Anoka, MN 55303
Toll Free: 1-866-405-1268; Local: (763) 427-9638; Fax: (763) 427-5665
www.watercontrolinc.com



SYSTEM SPECIFICATIONS





DIMENSIONS

TAG/DESCRIPTION	INCHES
(A) BRINE TANK HEIGHT	50
(B) INLET/OUTLET HEIGHT	68
(C) OVERALL HEIGHT	73
(D) RESIN TANK DIAMETER	14
(E) BRINE TANK DIAMETER	24
(F) OVERALL LENGTH	42

Note: Dimensions are estimates only. Actual dimensions may vary based on jobsite space limitations and piping layouts. Allow a minimum of 24 inches above the overall system height dimension for resin loading during system set up. The use of ASME rated tanks may add up to 14 inches to the overall height of the system.

Exchange Capacity** (grains)		Service Flow Rate (gpm)		Connection Size (inch)	
Min (1):	69,000	7 psid	22	Service:	1.5"
Mid (2):	81,375	15 psid	30	Drain:	3/4"
Max (3):	90,000	25 psid	42		·

Backwash Rate (gpm): 5 Regeneration Time (mins): 90
System Dry Weight (lbs): 300 Brine Tank Salt Capacity (lbs): 650
Resin Volume Per Tank (cuft): 3 Dynamic Inlet Pressure Range (psi): 20 - 125
Feed Water Temperature Range (°F): 34 - 110 Brine Tank Size (inches): 24W x 50H

Resin Tank Size (inches): 14W x 65H Number of System Regenerations*:

Notes

*Total system regenerations before mandatory brine tank fill is required. (based on brine tank salt capacity)

*If the number of system regenerations is less than 4, WCC recommends incorporating multiple brine tanks or bulk salt storage system into the system design.

**Based on Salt Setting: (1) 7 lbs / cu ft (2) 10 lbs / cu ft (3) 13 lbs / cu ft

Water Control Corporation 7150 143rd Ave NW; Anoka, MN 55303 Toll Free: 1-866-405-1268; Local: (763) 427-9638; Fax: (763) 427-5665 www.watercontrolinc.com

KRAMER MECHANICAL

PLUMBING & HEATING

BID GOOD FOR 30 DAYS.

Kramer Mechanical Plumbing & Heating, Inc. 7860 Fawn Lake Dr NE, Stacy MN 55079 Office (651)462-2194 Fax (651)462-1434

RESIDENTIAL BID PLUMBING

DATE:

1/8/24

CONTRACTOR: ATTENTION:

BRIDGEPART APARTMENTS DEB 763-552-3278

JOB:	121 FERN ST., S, CAMBRIDGE, MN	
QTY	DESCRIPTION	
X	REMOVE AND DISPOSE OF EXISTING SOFTENER	
X	SUPPLY AND INSTALL	
1 .	WATER SOFTENER: WATER CONTROL MF-90-MR COMMERCIAL WATER	
	SOFTENER WITH 90,000 GRAINS CAPACITY	
1	WATER CONTROL DELIVERY, SETUP, STARTUP AND TRAINING	
Х	PIPE DISCHARGE LINE IN PVC	
X	LABOR	
Х	MISC. MATERIALS	
X	BID UNDER DAVIS BACON ACT	
х	CITY PERMIT FEES FIGURED IN BID	
	0.044.00	

TOTAL

8,614.00

KRAMER MECHANICAL

PLUMBING & HEATING

BID GOOD FOR 30 DAYS.

Kramer Mechanical Plumbing & Heating, Inc. 7860 Fawn Lake Dr NE, Stacy MN 55079 Office (651)462-2194 Fax (651)462-1434

RESIDENTIAL BID PLUMBING

DATE:

1/8/24

CONTRACTOR: ATTENTION:

BRIDGEPART APARTMENTS DEB 763-552-3278

JOB:	121 FERN ST., S, CAMBRIDGE, MN
QTY	DESCRIPTION
NOTE:	No electric in bid
NOTE:	Credit card payments are accepted with an added fee of 3.5% of invoice total
	Payment due with in 30 days of invoice.
	invoices not paid with in 30 days will be assessed a finance charge of
	1.5% per month or 18% annually. Debtor agrees to pay all cost, collections and reasonable attorney fees.
Signature	
Date	
	ANY PERSON OR COMPANY SUPPLYING LABOR OR
	MATERIALS FOR THIS IMPROVEMENT TO YOUR
	PROPERTY MAY FILE A LIEN AGAINST YOUR
	PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID
	FOR THE CONTRIBUTIONS.
	UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY
	PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS
	IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT
	FROM OUR CONTRACT PRICE, OR WITHHOLD THE
	AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER
	COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE
	YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND
	WHO GAVE YOU TIMELY NOTICE

TOTAL BID

6B Refrigerators March 18, 2024

Prepared by: Deb Barrett

Background:

According to the approved capital fund, The EDA Board previously this year authorized staff to solicit proposals for replacing 45 refrigerators at Bridge Park.

Bids were solicited in the form of a bid packet sent to local contractors and advertised on the City of Cambridge website and advertised in the official legal newspaper.

At the bid opening at 9:00 a.m. on Thursday, March 7, 2024, we received one proposal: M&H Appliance, Cambridge, MN - \$35,144.55.

Amount is less than we had in the capital plan so HUD funding is in place to support purchase.

Recommandation:

Staff is recommending that the Board accept the bid submitted by M&H Appliance in the amount of \$35,144.55 and authorize the Executive Director to sign contract for work to be performed.



QUOTE

Invoice #	S00335180
Date 3/4/2024	Page Page 1 of 1
Ref#	PO#
Date Printed Mar 06, 2024	Time Printed 1:14 pm

appliance

SALES AND SERVICE St. Cloud. Minnesota

Bill To:

Customer 7635523278 APARTMENTS, BRIDGE PARK 121 FERN ST CAMBRIDGE, MN 55008 (763) 552-3278

134512 L 609	

Ship To: Customer 7635523278 APARTMENTS, BRIDGE PARK 121 FERN ST CAMBRIDGE, MN 55008

(763) 552-3278

Invoice Type	Ship Via	Payment Type	Salesperson	Schedule Date
QUOTE ST CLOUD		COD	SEAN ARCHER	May 1, 2024

FROM	QTY	BRAND	MODEL / ITEM#	DESCRIPTION	LIST PRICE	YOUR PRICE	TOTAL
	45	WHR	WRT148FZDW	WHIRLPOOL 30 IN. 18.3 CU. FT. WHI	729.00	729.00	32,805.00
	45		HAULAWAY	HAUL AWAY SERVICE		15.00	675.00
	45		REFR1	REFR. INSTALL NO DOOR REMOVAL	!	29.99	1,349.55
	90		WP841180A	TRAY	8.99	3.50	*BO* 315.00

- ALL REBATES ARE THE RESPONSIBILITY OF THE CUSTOMER.
- CUSTOMERS ARE RESPONSIBLE TO ENSURE THAT APPLIANCES ARE GOING TO FIT, SEE DELIVERY PAGE AT www.salemiappliance.com. APPLIANCES THAT DO NOT FIT MAY BE RETURNED WITH A 25% RESTOCKING FEE.

DRIVER SIGNATURE33

DATE

ORDERS MUST BE PAID IN FULL PRIOR TO DELIVERY.

CUSTOMER SIGNATURE

- PLEASE INSPECT PRODUCTS IMMEDIATELY FOR DEFECTS & SHIPPING DAMAGE.
- NEW APPLIANCES ARE WARRANTED BY THE MANUFACTURER ONLY.
- NO GOODS ARE TO BE RETURNED WITHOUT OUR PRIOR AUTHORIZATION.
- NON-STOCKED PRODUCTS AND PARTS MAY NOT BE CANCELLED OR RETURNED.
- PRICE QUOTES FOR INSTALLATION ARE ESTIMATES ONLY.

	SUB TOTAL	35,144.55
	Тах	2,542.13
	TOTAL	37,686.68
	PAYMENT	0.00
-	BALANCE	37,686.68

Prepared by: Alex Smith, Deputy City Administrator

Background:

The lease for Isanti County Commission on Aging (SACs) expires at the end of March for Suite 164 and what was formerly 176, a space totaling 2,294 square feet. They have requested to renew their lease for an additional ten (10) years, asking to do so at the same rate of \$500 per month (\$6,000 per year), which includes the cost of utilities.

Staff would like to request review and discussion and guidance from the EDA regarding the length and rate terms for this lease renewal. Attached is a draft copy of the lease with the requested terms of \$500 per month for ten years. At this time, staff would suggest considering a five-year lease.

The rate of \$500 per month totals to \$0.22 a square foot. The next lowest lease held in the Cambridge City Center Mall is for Pregnancy Resource Center, Suite 174 at \$8.76 per square foot. The low rate with SACs has been allowed as the kitchen is agreed to be utilized to support emergency management staff operations in the case of an emergency, as well as to be used for wine tasting events by the City, which have not been hosted in the City Center Mall in several years due to needing more space for the event.

Lease Year	Monthly	<u>Annual</u>
	•	
April 1, 2024 to March 31, 2034	\$500.00	\$6,000.00

Recommendation:

Discuss the desired rate and lease length for Suite 164 for SACs and approve the lease under those terms.

Attachment:

- 1. 2024 Lease Suite 164 for SACs 10 years
- 2. 2024 Lease Suite 164 for SACs 5 years

CAMBRIDGE CITY CENTER LEASE

THIS AMENDED LEASE is made this <u>18</u> day of March, 2024 between the <u>Cambridge Economic Development Authority (EDA)</u>, a municipal corporation (the "Landlord") and the <u>Isanti County Commission on Aging</u> (the "Tenant").

In consideration of the payment of the rent and the performance of the covenants and agreements by the Landlord set forth below, the Landlord does hereby lease to the Tenant the following described property situated in the County of Isanti, in the State of Minnesota, the street address of which is 140 North Buchanan Street, Suite 164, Cambridge, Minnesota 55008. Suite 164 (includes the former Suite 176) will have a total of 2,294 square feet of the Cambridge City Center (the "Center") and is outlined in yellow on the attached Exhibit "A", which is by reference made a part hereof. (The premises outlined in yellow are hereinafter called the "Leased Premises").

LEASE TERM

The Lease Term and rent will commence the date Tenant occupies and takes possession of the Leased Premises in its entirety ("the Lease Term Commencement Date"). The approximate date for Lease Commencement is April 1, 2024. The fixed annual minimum rent during the term of this lease shall be payable by Tenant in monthly installments, on or before the first day of each month, in advance, at the office of Landlord or at such other place as is designated by Landlord, without prior demand therefore, and without any deduction or setoff whatsoever. The ten-year lease fixed annual rent will be \$500 per month, for a total annual rent of \$6,000.00. The Lease Term is ten years commencing after the Lease Term Commencement Date (April 1, 2024) and ending March 31, 2034.

Landlord and Tenant shall memorialize the actual Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, rent payable for the first month of occupancy shall be prorated to the product obtained by multiplying the full monthly rent payable by a fraction, of which the numerator is the actual number of days in the month that the Leased Premises is occupied and the denominator of which is equal to the total number of days in the applicable calendar month.

MINIMUM RENT

The minimum rent during the term of this lease shall be at the following rates:

Lease Year	Monthly	Annual
April 1st, 2024 to March 31, 2034	\$500	\$ 6,000.00

OPTION TO RENEW

Tenant shall have the following options to renew this Lease for a period of $\underline{\text{ten (10) years}}$ upon the existing terms and conditions of the Lease.

TENANT AGREEMENT

The Tenant, in consideration of the leasing of the premises agrees as follows:

- 1. To pay the rent for the premises above-described.
- 2. To keep the improvement upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Tenant's expense, and at the expiration of the Lease to surrender the CLL-210555v1

CA145-17

premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted.

- 3. To be responsible for a pro rata share, based on the square footage of leased space, of all taxes, assessments, and other governmental charges that are levied or assessed against the Center during the term of this Lease.
 - Without limiting the foregoing, to the extent that personal property taxes or taxes in lieu of or as a substitute for real estate taxes are imposed with respect to the Leased Premises or directly on Tenant during the term of this Lease, Tenant shall pay such taxes (and any installments of special assessments allocable to the Leased Premises) before delinquency and shall indemnify and hold harmless Landlord from such taxes (and special assessments). Without limiting the foregoing, in the event that the Leased Premises is deemed or classified as a separate tax parcel or separate sub-tax parcel by Isanti County, Tenant shall pay before delinquency all taxes and installments of special assessments for such tax parcel or sub-tax parcel during the term of this Lease.
- 4. That the Tenant shall not paint, wallpaper, nor make alterations to the property without the Landlord's prior written consent. Such consent shall not be unreasonably delayed. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. The Landlord, as a condition to said consent, may require a surety performance and/or payment bond from the Tenant for said actions. Tenant agrees to indemnify and hold Landlord and its agents free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.
- 5. Tenant shall not erect or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not erect or install any exterior signs at any time without Landlord's prior written consent. It is agreed by Tenant that all of Tenant's signs shall conform when installed to the Center's Sign Criteria set forth as Exhibit "C" hereto and incorporated herein by reference or to the Sign Criteria then in effect with respect to the Center at the time of installation of any sign by Tenant, which Sign Criteria Landlord reserves the right to modify. Tenant is authorized to use its existing outdoor sign to be placed on the front portion of the building in a location as directed by the Landlord. In addition, the Landlord will allow Tenant a marquee sign, if and when constructed by Landlord to contain a removable nameplate that identifies the Tenant (to be co-located along with other City Center Tenants) on the Main Street/3rd Avenue NE location.
- 6. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord.
- 7. To use the premises only as a Senior Enrichment Center and to use the premises for no purposes prohibited by the laws of the United States or the State of Minnesota, or of the ordinances of the City of Cambridge, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. Specifically the tenant shall comply with all Federal, State and Local regulations.
- 8. To comply with all reasonable rules or regulations posted on the premises or determined mutually between tenants and Landlord.

- 9. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefore, but to permit the Landlord to place a "For Lease" card or sign upon the Leased Premises at any time after sixty (60) days before the end of this lease. Tenant agrees to indemnify, hold harmless and defend Landlord, its agents, employees, and officers from any liability or damages arising out of Tenant's operations or any act or omission of Tenant, its agents, employees, invitees, or guests in either the Leased Premises or the Center.
- 10. Tenant agrees to carry during the term hereof public liability insurance for the Premises, providing coverage in the minimum amount of One Million Five Hundred Thousand Dollars (\$1,500,000) against liability for injury to or death arising out of any one accident or occurrence, and also One Hundred Thousand Dollars (\$100,000) against liability arising out of any property damage. Said insurance shall include Landlord as an additional insured party, and shall provide that Landlord shall be given a minimum of thirty (30) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.
- 11. Tenant agrees to permit Landlord or its agents and/or representatives to enter into and upon any part of the Leased Premises during all suitable hours to inspect the same, clean, make repairs, alterations or additions thereto or show the Leased Premises to prospective Tenants, purchasers or others, or for any other reasonable purposes as Landlord may deem necessary or desirable. Landlord shall, except in an emergency, give Tenant reasonable notice prior to such entry. No such entry shall constitute an eviction or entitle Tenant to any abatement of rent, operating costs, or any sums due under said Lease.
- 12. The Leased Premises are constructed to utilize individual heating and air conditioning systems. Landlord agrees to keep the air-conditioning and heating systems operating at levels sufficient to satisfy the requirements of the Leased Premises. Landlord shall pay for all heating, air conditioning, electricity, <u>water</u> and gas. Tenant shall pay for telephones used in the Leased Premises.
- 13. Tenant shall provide all cleaning/janitorial services and supplies to the Leased Premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

14. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account.

Further, failure of the Landlord to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Tenant's liability to pay same.

- 15. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
- 16. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such change and repairs/as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenants shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.
- 17. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Tenant contained herein, it shall be lawful for the Landlord to declare the term ended, and to enter into the premises, either with or without legal process, and to remove the Tenant or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefore, and to repossess the premises free and clear of any rights of the Tenant. If, at any time, this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
- 18. In the event of any dispute arising under the terms of this Lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
- 19. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
- 20. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
- 21. This Lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.
- 22. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, delivered via overnight delivery or deposited in the United States mail,
 - postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, as follows:

If to Landlord:

If to Tenant:

Cambridge EDA
Attn: Caroline Moe
300 3rd Avenue NE
Cambridge, MN 55008

Isanti County Commission on Aging Attn: Christine Wilkes 140 Buchanan St. N., Suite 164 Cambridge, MN 55008

ADDITIONAL PROVISIONS

- 1. Tenant shall allow Northbound Liquor to use Suite 164 at least three (3) times per year for wine tasting events. Northbound Liquor shall be allowed to use the kitchen facilities and to store various items in the space (for no more than three days) for the event. The use of the space shall not interfere with the normal operations of the Senior Enrichment Center.
- 2. In the event the City declares an emergency, the Tenant agrees to utilize the kitchen to support emergency management staff operations.
- 3. Landlord is not responsible for any items displayed by tenant in the common area of the mall outside of tenant's individual suite(s). All such items must be removed upon request of the Landlord in order for the common area mall floors to be cleaned or when a special event is being held in the common area of the mall.
- 4. Tenant expressly understands that the location of the property may be situated in a future redevelopment area. At the present time there is not a plan for redevelopment that would affect the term of this lease but a concept of a Cambridge Depot for Passenger rail service has been presented. However, should a redevelopment plan come to fruition during the term of the lease, Landlord will give the Tenant a minimum of 180 days notice to vacate the subject property. If notice is given, Tenant shall vacate the subject property 180 days thereafter, or at a later time as agreed upon by the Landlord. Tenant hereby expressly waives any right to damages that may arise from any redevelopment action or eminent domain action of the City of Cambridge or any claim for relocation assistance. Tenant understands that the possibility of redevelopment is reflected in the lease rate.

The City of Cambridge acknowledges that if the proposed Cambridge Depot for Passenger rail service is located at the City Center Mall, the City of Cambridge will make every attempt to retain space for the Isanti County Commission on Aging.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

City of Cambridge, Minnesota Landlord			
By: Its: President	-	By: Executive Director	
Tenant ,		Tenant,	
By: Its:	By: Its:		
Date:	Date:		

CAMBRIDGE CITY CENTER LEASE

THIS AMENDED LEASE is made this <u>18</u> day of March, 2024 between the <u>Cambridge Economic Development Authority (EDA)</u>, a municipal corporation (the "Landlord") and the <u>Isanti County Commission on Aging</u> (the "Tenant").

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LEASE TERM

The Lease Term and rent will commence the date Tenant occupies and takes possession of the Leased Premises in its entirety ("the Lease Term Commencement Date"). The approximate date for Lease Commencement is April 1, 2024. The fixed annual minimum rent during the term of this lease shall be payable by Tenant in monthly installments, on or before the first day of each month, in advance, at the office of Landlord or at such other place as is designated by Landlord, without prior demand therefore, and without any deduction or setoff whatsoever. The five-year lease fixed annual rent will be \$500 per month, for a total annual rent of \$6,000.00. The Lease Term is five years commencing after the Lease Term Commencement Date (April 1, 2024) and ending March 31, 2029.

Landlord and Tenant shall memorialize the actual Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, rent payable for the first month of occupancy shall be prorated to the product obtained by multiplying the full monthly rent payable by a fraction, of which the numerator is the actual number of days in the month that the Leased Premises is occupied and the denominator of which is equal to the total number of days in the applicable calendar month.

MINIMUM RENT

The minimum rent during the term of this lease shall be at the following rates:

Lease Year	Monthly	Annual
April 1 st , 2024 to March 31, 2029	\$500	\$ 6,000.00

OPTION TO RENEW

Tenant shall have the following options to renew this Lease for a period of <u>five (5) years</u> upon the existing terms and conditions of the Lease.

TENANT AGREEMENT

The Tenant, in consideration of the leasing of the premises agrees as follows:

- 1. To pay the rent for the premises above-described.
- 2. To keep the improvement upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Tenant's expense, and at the expiration of the Lease to surrender the CLL-210555v1

premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted.

3. To be responsible for a pro rata share, based on the square footage of leased space, of all taxes, assessments, and other governmental charges that are levied or assessed against the Center during the term of this Lease.

Without limiting the foregoing, to the extent that personal property taxes or taxes in lieu of or as a substitute for real estate taxes are imposed with respect to the Leased Premises or directly on Tenant during the term of this Lease, Tenant shall pay such taxes (and any installments of special assessments allocable to the Leased Premises) before delinquency and shall indemnify and hold harmless Landlord from such taxes (and special assessments). Without limiting the foregoing, in the event that the Leased Premises is deemed or classified as a separate tax parcel or separate sub-tax parcel by Isanti County, Tenant shall pay before delinquency all taxes and installments of special assessments for such tax parcel or sub-tax parcel during the term of this Lease.

- 4. That the Tenant shall not paint, wallpaper, nor make alterations to the property without the Landlord's prior written consent. Such consent shall not be unreasonably delayed. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. The Landlord, as a condition to said consent, may require a surety performance and/or payment bond from the Tenant for said actions. Tenant agrees to indemnify and hold Landlord and its agents free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.
- 5. Tenant shall not erect or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not erect or install any exterior signs at any time without Landlord's prior written consent. It is agreed by Tenant that all of Tenant's signs shall conform when installed to the Center's Sign Criteria set forth as Exhibit "C" hereto and incorporated herein by reference or to the Sign Criteria then in effect with respect to the Center at the time of installation of any sign by Tenant, which Sign Criteria Landlord reserves the right to modify. Tenant is authorized to use its existing outdoor sign to be placed on the front portion of the building in a location as directed by the Landlord. In addition, the Landlord will allow Tenant a marquee sign, if and when constructed by Landlord to contain a removable nameplate that identifies the Tenant (to be co-located along with other City Center Tenants) on the Main Street/3rd Avenue NE location.
- 6. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord.
- 7. To use the premises only as a Senior Enrichment Center and to use the premises for no purposes prohibited by the laws of the United States or the State of Minnesota, or of the ordinances of the City of Cambridge, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. Specifically the tenant shall comply with all Federal, State and Local regulations.
- 8. To comply with all reasonable rules or regulations posted on the premises or determined mutually between tenants and Landlord.

- 9. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefore, but to permit the Landlord to place a "For Lease" card or sign upon the Leased Premises at any time after sixty (60) days before the end of this lease. Tenant agrees to indemnify, hold harmless and defend Landlord, its agents, employees, and officers from any liability or damages arising out of Tenant's operations or any act or omission of Tenant, its agents, employees, invitees, or guests in either the Leased Premises or the Center.
- 10. Tenant agrees to carry during the term hereof public liability insurance for the Premises, providing coverage in the minimum amount of One Million Five Hundred Thousand Dollars (\$1,500,000) against liability for injury to or death arising out of any one accident or occurrence, and also One Hundred Thousand Dollars (\$100,000) against liability arising out of any property damage. Said insurance shall include Landlord as an additional insured party, and shall provide that Landlord shall be given a minimum of thirty (30) days' notice by the insurance company prior to cancellation, termination, or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.
- 11. Tenant agrees to permit Landlord or its agents and/or representatives to enter into and upon any part of the Leased Premises during all suitable hours to inspect the same, clean, make repairs, alterations or additions thereto or show the Leased Premises to prospective Tenants, purchasers or others, or for any other reasonable purposes as Landlord may deem necessary or desirable. Landlord shall, except in an emergency, give Tenant reasonable notice prior to such entry. No such entry shall constitute an eviction or entitle Tenant to any abatement of rent, operating costs, or any sums due under said Lease.
- 12. The Leased Premises are constructed to utilize individual heating and air conditioning systems. Landlord agrees to keep the air-conditioning and heating systems operating at levels sufficient to satisfy the requirements of the Leased Premises. Landlord shall pay for all heating, air conditioning, electricity, <u>water</u> and gas. Tenant shall pay for telephones used in the Leased Premises.
- 13. Tenant shall provide all cleaning/janitorial services and supplies to the Leased Premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

14. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account.

Further, failure of the Landlord to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Tenant's liability to pay same.

- 15. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
- 16. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such change and repairs/as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenants shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.
- 17. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Tenant contained herein, it shall be lawful for the Landlord to declare the term ended, and to enter into the premises, either with or without legal process, and to remove the Tenant or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefore, and to repossess the premises free and clear of any rights of the Tenant. If, at any time, this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
- 18. In the event of any dispute arising under the terms of this Lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
- 19. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
- 20. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
- 21. This Lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.
- 22. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, delivered via overnight delivery or deposited in the United States mail,
 - postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, as follows:

If to Landlord:

If to Tenant:

Cambridge EDA
Attn: Caroline Moe
300 3rd Avenue NE
Cambridge, MN 55008

Isanti County Commission on Aging Attn: Christine Wilkes 140 Buchanan St. N., Suite 164 Cambridge, MN 55008

ADDITIONAL PROVISIONS

- 1. Tenant shall allow Northbound Liquor to use Suite 164 at least three (3) times per year for wine tasting events. Northbound Liquor shall be allowed to use the kitchen facilities and to store various items in the space (for no more than three days) for the event. The use of the space shall not interfere with the normal operations of the Senior Enrichment Center.
- 2. In the event the City declares an emergency, the Tenant agrees to utilize the kitchen to support emergency management staff operations.
- 3. Landlord is not responsible for any items displayed by tenant in the common area of the mall outside of tenant's individual suite(s). All such items must be removed upon request of the Landlord in order for the common area mall floors to be cleaned or when a special event is being held in the common area of the mall.
- 4. Tenant expressly understands that the location of the property may be situated in a future redevelopment area. At the present time there is not a plan for redevelopment that would affect the term of this lease but a concept of a Cambridge Depot for Passenger rail service has been presented. However, should a redevelopment plan come to fruition during the term of the lease, Landlord will give the Tenant a minimum of 180 days notice to vacate the subject property. If notice is given, Tenant shall vacate the subject property 180 days thereafter, or at a later time as agreed upon by the Landlord. Tenant hereby expressly waives any right to damages that may arise from any redevelopment action or eminent domain action of the City of Cambridge or any claim for relocation assistance. Tenant understands that the possibility of redevelopment is reflected in the lease rate.

The City of Cambridge acknowledges that if the proposed Cambridge Depot for Passenger rail service is located at the City Center Mall, the City of Cambridge will make every attempt to retain space for the Isanti County Commission on Aging.

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

City of Cambridge, Minnesota <i>Landlord</i>		
By: Its: President		By:
Tenant ,		Tenant ,
By: Its:	By: Its:	
Date:	Date:	

Prepared by: Alex Smith, Deputy City Administrator

Background:

The lease for Jayda Belle Boutique for Suite 140 was approved by EDA on Feb 20th, 2024. Unfortunately, there was a typo on the lease itself and it is being brought back to the EDA for approval of the amended lease. The typo was the lease term dates, matching the information below. The staff and verbal report were correct, it was the lease attached that did not properly reflect such.

Lease Year	Rate	Monthly	<u>Annual</u>
1 st (March 1, 2024 to February 28, 2025)	\$10.25/s.f.	\$627.81	\$7,533.72
2 nd (March 1, 2025 to February 28, 2026)	\$10.56/s.f.	\$646.80	\$7,761.60

Recommendation:

Approve the amendment to the 2-year lease for Suite 140 with Jayda Belle Boutique.

Attachment:

1. Amended Jayda Belle Boutique Suite 140 Lease 2024



CAMBRIDGE CITY CENTER LEASE

THIS LEASE is made this	day of	2024, between the Cam	nbridge
EDA, a municipal corporation (the "	Landlord") and th	ne Jayda Belle Boutique, LLC (th	ne
"Tenant").			

In consideration of the payment of the rent and the performance of the covenants and agreements by the Landlord set forth below, the Landlord does hereby lease to the Tenant the following described property situated in the County of Isanti, in the State of Minnesota, the street address of which is 140 North Buchanan Street, Cambridge, Minnesota 55008 including the following suites of the Cambridge City Center (the "Center"):

• Suite 140 (735 square feet)

The lease space is outlined in yellow on the attached Exhibit "A", which is by reference made a part hereof. The total leased space has 735 square feet. (The premises outlined in yellow are hereinafter called the "Leased Premises"). Legal description of the Cambridge City Center is attached as Exhibit "B".

LEASE TERM

The Lease Term and rent will commence on March 1, 2024. The fixed monthly minimum rent during the term of this lease shall be payable by Tenant in monthly installments, on or before the first day of each month, in advance, at the office of Landlord or at such other place as is designated by Landlord, without prior demand therefore, and without any deduction or setoff whatsoever. This lease Term shall run from March 1, 2024 to February 28, 2026.

MINIMUM RENT

The minimum rent during the term of this lease shall be at the following rates:

Lease Term	Rate		Monthly	Annual
			-	
1st (March 1, 2024 to February 28, 2025)	\$10.25/s.f.	\$627.81	\$7,533.72	
2nd (March 1, 2025 to February 28, 2026)	\$10.56/s.f.	\$646.80	\$7,761.60	

TENANT AGREEMENT

The Tenant, in consideration of the leasing of the premises agrees as follows:

1. To pay the rent for the premises above-described.

- 2. To keep the improvements upon the premises, including sewer connections, plumbing, lighting, including outlets, wiring and glass in good repair, all at Tenant's expense, and at the expiration of the Lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted.
- 3. To be responsible for a pro rata share, based on the square footage of leased space, of all taxes, assessments, and other governmental charges that are levied or assessed against tenant during the term of this Lease.

Without limiting the foregoing, to the extent that personal property taxes or taxes in lieu of or as a substitute for real estate taxes are imposed with respect to the Leased Premises or directly on Tenant during the term of this Lease, Tenant shall pay such taxes (and any installments of special assessments allocable to the Leased Premises) before delinquency and shall indemnify and hold harmless Landlord from such taxes (and special assessments). Without limiting the foregoing, in the event that the Leased Premises is deemed or classified as a separate tax parcel or separate sub-tax parcel by Isanti County, Tenant shall pay before delinquency all taxes and installments of special assessments for such tax parcel or sub-tax parcel during the term of this Lease.

- 4. That the Tenant shall not paint, wallpaper, nor make alterations to the property without the Landlord's prior written consent. All such work shall comply with all applicable governmental laws, ordinances, rules and regulations. The Landlord, as a condition to said consent, may require a surety performance and/or payment bond or other security from the Tenant for said actions. Tenant agrees to defend, indemnify and hold Landlord and its officers, employees, and agents free and harmless from any liability, loss, cost, damage or expense (including attorneys' fees) by reason of any said alteration, repairs, additions or improvements.
- 5. Tenant shall not erect or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not erect or install any exterior signs at any time without Landlord's prior written consent. It is agreed by Tenant that all of Tenant's signs shall conform when installed to the Center's Sign Criteria set forth as Exhibit "C" hereto and incorporated herein by reference or to the Sign Criteria then in effect with respect to the Center at the time of installation of any sign by Tenant, which Sign Criteria Landlord reserves the right to modify.
- 6. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord.
- 7. To use the premises only as a Boutique Retail Store and to use the premises for no purposes prohibited by the laws of the United States or the State of Minnesota, or of the ordinances of the City of Cambridge, and for no improper or questionable purposes

whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises. Specifically, the tenant shall comply with all Federal, State and Local regulations.

- 8. To comply with all reasonable rules or regulations posted on the premises or determined mutually between tenants and Landlord.
- 9. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefore, but to permit the Landlord to place a "For Lease" card or sign upon the Leased Premises at any time after sixty (60) days before the end of this lease. Tenant agrees to indemnify, hold harmless and defend Landlord, its agents, employees, and officers from any liability or damages arising out of Tenant's operations or any act or omission of Tenant, its agents, employees, invitees, or guests in either the Leased Premises or the Center.
- 10. Tenant agrees to carry during the term hereof public liability insurance for the Premises, providing coverage in the minimum amount of One Million Five Hundred Thousand Dollars (\$1,500,000) against liability for injury to or death arising out of any one accident or occurrence, and also One Hundred Thousand Dollars (\$100,000) against liability arising out of any property damage; said insurance shall include Landlord, its agents, beneficiaries, and employees as assured parties and shall provide that Landlord shall be given a minimum of thirty (30) days notice by the insurance company prior to cancellation, termination, or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.
- 11. Tenant agrees to permit Landlord and its agents and/or representatives to enter into and upon any part of the Leased Premises during all suitable hours to inspect, clean, make repairs, alterations, or additions thereto, or show the Leased Premises to prospective Tenants, purchasers or others, or for any other reasonable purposes as Landlord may deem necessary or desirable. Landlord shall, except in an emergency, give Tenant reasonable notice prior to such entry. No such entry shall constitute an eviction or

- entitle Tenant to any abatement of rent, operating costs, or any sums due under said Lease.
- 12. The Leased Premises are constructed to utilize individual heating and air conditioning systems. Landlord agrees to keep the air-conditioning and heating systems operating at levels sufficient to satisfy the requirements of the Leased Premises. Tenant shall pay for all heating, air conditioning, electricity, gas, water/sewer and telephones used in the Leased Premises.
- 13. Tenant shall provide all cleaning/janitorial services and supplies to the Leased Premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

- 14. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach. Any payment by Tenant, or acceptance by Landlord, of a lesser amount than due shall be treated only as a payment on account. Further, failure of the Landlord to timely bill for taxes, insurance or repairs, as required herein, shall not be deemed a waiver of the Tenant's liability to pay same.
- 15. If, after the expiration of this Lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all of the terms and conditions of this lease.
- 16. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such change and repairs/as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenants shall be liable for the balance of the rent herein reserved until the expiration of the term of this Lease.
- 17. Tenant hereby deposits with Landlord and shall maintain at all times on deposit with Landlord and keep whole and unencumbered the sum of \$627.81, the receipt of which is hereby acknowledged as security for the faithful performance by Tenant of every term and condition of this Lease. If there shall be a breach or default by Tenant in respect of any term or condition of this lease, Landlord may use all or any part of the security deposit to perform same for the account of Tenant. If Tenant shall fully and faithfully comply with all of the provisions of this lease then said security deposit or

any balance thereof remaining shall be repaid to Tenant within a reasonable time after such removal, quitting, and surrender. It is understood that no interest on said security will be paid by Landlord to Tenant. In the event of any sale, transfer, or assignment of Landlord's interest under this lease, Landlord may transfer or assign said security deposit to the vendee, transferee or assignee, as the case may be, and Landlord thereupon shall be released from all liability for the repayment of said security deposit, and Tenant, in each instance, shall look solely to such vendee, transferee or assignee, as the case may be, for repayment of said security deposit. The provisions hereof shall apply to each such sale, transfer, or assignment and to each such transfer or assignment of such security deposit.

- 18. If any part of the rent provided to be paid herein is not paid when due, or if any default is made in any of the agreements by the Tenant contained herein, it shall be lawful for the Landlord to declare the term ended, and to enter into the premises, either with or without legal process, and to remove the Tenant or any other person occupying the premises, using such force as may be necessary, without being liable to prosecution, or in damages therefore, and to repossess the premises free and clear of any rights of the Tenant. If, at any time, this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of forcible entry and detainer of the premises, and, waiving notice, shall be subject to forcible eviction with or without process of law.
- 19. Tenant agrees to pay last month's rent in the amount of \$627.81/\$646.80 in advance. This amount shall be paid on or before the commencement of the lease term. The last month's rent will be held by the Landlord as security for the last month of the lease term and will not be considered a deposit.
- 20. In the event of any dispute arising under the terms of this Lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney's fees from the other party.
- 21. In the event any payment required hereunder is not made within five (5) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
- 22. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments.
- 23. This Lease is made with the express understanding and agreement that, in the event the Tenant becomes insolvent, or is declared bankrupt, then, in either event, the Landlord

may declare this Lease ended, and all rights of the Tenant hereunder shall terminate and cease.

24. NOTICES. Any notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, delivered via overnight delivery or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, as follows:

If to Landlord:

Cambridge EDA Attn: Caroline Moe 300 3rd Avenue NE Cambridge, MN 55008 (763) 689-3211 If to Tenant:

Jayda Belle Boutique, LLC Attn: Jodi Mora

THIS LEASE shall be binding on the parties, their personal representatives, successors and assigns.

ADDITIONAL PROVISIONS:

- 1. Tenant hereby accepts the Leased Premises in an "as is" condition. All interior finishing work or improvements shall be approved by the Landlord in writing, and will be at the sole expense of the Tenant.
- 2. Tenant hereby agrees to be responsible for clearing all common areas and locking and unlocking all public entryways to the Center common area when the business hours of operation differ from the standard Center hours of Monday to Friday 7:00 am to 9:00 pm, Saturday 7:00 am to 9:00 pm and Sunday closed. Tenant has expressed interest to be open beyond normal business hours and shall be responsible for assuring all areas are cleared and mall doors locked. If the mall doors are not operational due to no fault of the Tenant. Tenant shall immediately notify City Hall and the police Department.
- 3. Tenant herby agrees to be responsible for all damages associated with the use of Center common area including but not limited to hallways and restrooms associated with the use of common areas after regular mall hours (Monday to Friday 7:00 am to 9:00 pm, Saturday 7:00 am to 9:00 pm and Sunday closed). Furthermore, should the Landlord determine that there is a security issue associated with the extended use of the Center common area that cannot be addressed by the Tenant to the satisfaction of the Landlord the Landlord may revoke this right.

4. Tenant is responsible for cleaning and general maintenance of the premises. Tenant is responsible for, including but not limited to: interior cleaning of the unit and glass and doors/windows; light bulb replacement and disposal; general maintenance and repair of any tenant build out items in the suite; moving/set-up of tenant items; garbage removal (all tenant garbage shall be brought out to the dumpsters in the rear of the mall).

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

By: Robert Shogren Its: President By: Caroline Moe Its: Executive Director
Tenant
By:
Its: