

THE CITY OF COLUMBIA HEIGHTS

FIRE SUPPRESSION GRANT PROGRAM

FOR OFFICE USE ONLY

COMMUNITY DEVELOPMENT

DATE RECEIVED:	AMOUNT REQUESTED: \$50,000
DATE REVIEWED:	PLANNED EDA MEETING: 10/06/2025

PROPERTY OWNER INFORMATION  Check if Applicant

Name: MOIRA GAIDZANWA Year Purchased: 12/28/2020  
 Address: 451 Lynhurst Ave East St. Paul, MN 55421  
 Telephone: 651-283-7253 Email Address: moirag@att.net

BUSINESS INFORMATION  Check if Applicant

Business Name: Sister Bud, LLC (DBA FROSTED LAKES PENDING)  
 Primary Contact: Diane JACKSON  
 Address: 6705 DAK Grove Parkway #1124 Brkly Park MN 55445  
 Telephone: 763.377.3445 Email Address: DIANE0525@GMAIL.COM  
 Type of Business/Businesses in the Building: HAIR/MASSAGE/TATOO/CANNABIS GROW Retail

If Leased, Lease Expiration Date Month to Month Renewal Term \_\_\_\_\_

Check the appropriate type of ownership:

- The business owns the property  The business leases the property

PROJECT INFORMATION

COLUMBIA HEIGHTS (PROJECT) ADDRESS: 5011 UNIVERSITY AVE NE

Describe the proposed scope of work to be completed:

FIRE SUPPRESSION AND FIRE ALARM MONITORING INSTALL.  
 • INSTALL COMPLETE SPRINKLER SYSTEM THROUGHOUT  
 • INSTALL OUTSIDE FIRE DEPT. CONNECTION

INSTALL NEW 6" Water Pipe from Main TO Support Increase Water Capacity for Water Sprinklers.

Estimated Cost of Improvements: Water Main \$53K Sprinklers \$68K

Have you engaged the services of a Contractor, Designer, or Architect:

Yes  No

If so, which services have you engaged:

Architect

Estimated time needed for the completion of the project:

60 days

## APPLICATION PROCESS

1. The following documents must accompany a completed application:

- a. A complete application sent to the attention of the Columbia Heights Economic Development Authority at the following location: 3989 Central Ave NE, Columbia Heights, MN 55421
- b. Proof of ownership or signed letter from the property owner acknowledging the scope of work and giving the renter permission to apply for the grant and to complete the proposed work.
- c. A detailed scope of work
- d. Electronic copy of drawings or designs
- e. Submit 2 or more competitive proposals from licensed and bonded contractors. These proposals should give detailed information about the work to be done, the costs, and the project completion schedule. Any contractor that has submitted a competitive detailed estimate may be used. Contractors cannot be changed unless new proposals have been submitted and approved by the EDA.
- f. Other supporting documents may be requested by staff or the EDA.

2. Applications will be open and accepted until the initial allocation of funding is exhausted

3. Upon the Receipt of a complete application Community Development staff will review the planned project with the Building Official and Fire Department prior to bringing it before the EDA. During the review staff may request more information or documents related to the project.

4. After the EDA's decision applicants will be notified via email correspondence. A Grant Agreement must be approved and signed before commencement of any improvements.

5. Once the Grant Agreement is executed, the Recipient of the grant may begin the project improvements. The Grantee is responsible for obtaining all necessary permits and inspections throughout the process.

6. The grant recipient or its contractor must commence the improvements within sixty (60) days after an executed Grant Agreement. The project specified in the agreement must be completed within ten (10) months after the signing of the agreement.

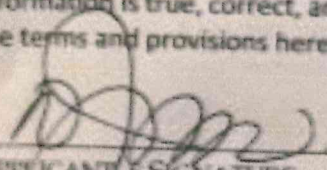
7. Once the project is complete, the grant funds will be disbursed for reimbursement to the applicant after all the following pieces of information have been submitted:

- a. Proof of Final Inspection by the Building Official and Fire Department
- b. A Copy of the Final Invoice Received from the Contractor
- c. Before and After Photographs
- d. Proof of Payment to the Licensed Fire Suppression Contractor (i.e. receipt, invoice, etc.)
- e. Copies of all applicable permits

**APPLICANT ACKNOWLEDGEMENTS**

- 1. The Applicant shall hold the EDA, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the Grant Program or its Application, including but not limited to, any legal or actual violations of any State or Federal laws.
- 2. The Applicant recognizes and agrees that the EDA retains absolute authority and discretion to decide whether or not to accept or deny any particular Grant Application, and that all expenditures, obligations, costs, fees, or liabilities incurred by the Applicant in connection with the Grant Application are incurred by the Applicant at its sole risk and expense.
- 3. The Applicant acknowledges that they have read the Fire Suppression Grant Program application and guidelines, and understands that if the proposal is approved, they will make the above referenced improvements to the property within the specific time allowed.

The undersigned, a duly authorized representative of the Applicant, hereby certifies that the foregoing information is true, correct, and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

  
\_\_\_\_\_  
APPLICANT'S SIGNATURE

Moira Gaidzanwa  
Moira Gaidzanwa (Sep 26, 2025 13:31:59 GMT)

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

9/26/25  
\_\_\_\_\_  
DATE

09/26/2025  
\_\_\_\_\_  
DATE


# Fire Suppression Grant

Final Audit Report

2025-09-26

Created:	2025-09-26
By:	AJ Janzen (aj@ajdagny.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyrdJFUQdvNBSu7fhkG2lePX4EXW-A4hU

## "Fire Suppression Grant" History

-  Document created by AJ Janzen (aj@ajdagny.com)  
2025-09-26 - 3:15:28 PM GMT
-  Document emailed to moirag@att.net for signature  
2025-09-26 - 3:15:32 PM GMT
-  Email viewed by moirag@att.net  
2025-09-26 - 3:49:27 PM GMT
-  Signer moirag@att.net entered name at signing as Moira Gaidzanwa  
2025-09-26 - 3:49:58 PM GMT
-  Document e-signed by Moira Gaidzanwa (moirag@att.net)  
Signature Date: 2025-09-26 - 3:50:00 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-26 - 3:50:00 PM GMT



## Proposal and Contract

Summit Fire Protection ("Summit") makes the following proposal (the "Proposal"):

Date of Proposal: 9/26/25

Proposal Submitted To: Diane Jackson

Regarding: Fire Protection Proposal

Project Name: 5011 University Ave NE  
Address: Columbia Heights, MN

Specifications: The equipment to be provided by Summit as part of this Proposal, as well as design and installation services, are sometimes collectively referred to in this Proposal as the "Project". NFPA 13, together with the plans and specifications received dated 9/23/25, City of Columbia Heights, are incorporated herein and made a part of this Proposal.

Site visit - YES  NO

### SCOPE OF WORK

- Plans, permit, permit fees, all required inspections and testing.
- All new wet piping will be black Mega flow/thread with black ductile iron fittings.
- Sprinkler heads installed in areas with ceilings will be chrome semi-recessed pendants. Exposed areas will have brass uprights.
- (1) New 4" backflow preventer for the fire protection water supply.
- (1) New fire department connection.
- (1) New wet sprinkler zone for the entire building.
- System will be designed to NFPA 13.
- All required penetrations and fire stopping.
- Sales tax.

### EXCLUSIONS

- Underground water supply and testing of water supply. Our work to begin at a flanged outlet located inside the building at approximately 12" AFF.
- Painting and patching.
- Overtime or after hours labor
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms.
- Central monitoring of sprinkler system(s).
- 120V Power
- Flushing of new or existing piping.
- Dry systems
- Galvanized piping/fittings.
- Adequate heat.



- Performance or payment bond.
- Sprinkler protection for exterior overhangs, balconies, combustible concealed spaces, or canopies.
- Pressure reducing valves.
- Concealed sprinkler heads or custom colors.
- Multiple sprinkler zones.
- TGB participation
- Allowances.
- Fire watch.
- Clean agent, pre-actions, or hood systems.
- Access panels of any kind.
- Sleeves.
- Solenoid valves on the domestic service.
- Design requirements for high piled storage or ESFR sprinkler coverage.
- Fire pumps.
- Sprinkler coverage above areas with ceilings.

Contract Price: Summit shall perform the above described work at the following price: **\$72,600** (SEVENTYTWO THOUSAND SIX HUNDRED DOLLARS.)

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner in 45 days from the date of this quotation. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

#### **Tariff Adjustment Clause**

Quoted prices are based on current tariff rates and material costs as of the date of this proposal. In the event new tariffs are imposed, or existing tariffs are increased after the date of this quote/proposal—resulting in a cost increase to components, systems, or materials included in herein—we reserve the right to adjust pricing accordingly. Any such adjustment will be supported with documentation from our suppliers or manufacturers and will be communicated prior to order placement or scheduling.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.



Parties: Summit Fire Protection, a Minnesota corporation.

SUMMIT FIRE PROTECTION:

By: \_\_\_\_\_

Signature

Jacob Kangas

Print Name

Sales

Summit Fire Protection

Phone: (651) 272-3272

Cell: (651) 252-8999

[jkangas@summitfire.com](mailto:jkangas@summitfire.com)

### **OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: \_\_\_\_\_

Signature

Print Name

Date

### **SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS**

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive,



then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.

3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
5. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
6. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
7. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
  - (a) **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 THEIR CONTRIBUTIONS.**
  - (b) **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."**
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by



binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.

11. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



SUMMIT FIRE PROTECTION:

By: Gene Stifter  
Signature

Gene Stifter  
Print Name

Sales Representative  
Summit Fire Protection  
Phone: (763)-349-1975

**OWNER ACCEPTANCE OF PROPOSAL**

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS**

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.



2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
  - (a) **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 THEIR CONTRIBUTIONS.**
  - (b) **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.**
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien



against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.



## Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: September 25, 2025

Re: Fire Alarm Installation

Project Name: **Frosted Lakes Dispensary**

Attn: **Diane Jackson**      **Diane Jackson** <jacksoninvestigative@gmail.com>

Summit Companies (Summit) is pleased to offer this fire alarm design build for Frosted Lakes Dispensary

### SCOPE OF WORK

#### MATERIAL LIST

- 1- FACP Notifier
- 1- Smoke detectors.
- 1- Pull Station.
- 10- relay mods.
- 3- monitor mods
- 20- Horn strobes
- 1-Star Link cellular Communicator
- 2-12v7amp batteries.
- See map for proposed device layout

**Total Price: \$14,350.00**

**Summit will provide city required drawings, permit, and submittals, programming of the FACP, and assist testing with the city. This price includes the equipment, labor, freight, tax, tech time.**

**1-year parts-labor warranty.**

**NOT INCLUDED- 120vac (Panel power by EC). Monitoring is \$780.00 per year**

Additional items that are not indicated on this contract which may be requested by owner, any insurance agency, or Authority Having Jurisdiction (AHJ).

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner within thirty (30) days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.



3509 Commerce Blvd
St. Paul, MN 55110
Phone: (651) 357-8681

Date of Proposal: 9/24/2025

Proposal To: Sister Bud
jackson.investigative@gmail.com
Diane Jackson
763-377-3445

Address: Frosted Lakes
5011 University Ave NE
Columbia Heights, MN 55421

Dynamic Fire Protection is pleased to propose adding a wet fire sprinkler system for the New Dispensary In Columbia Heights, MN. Dynamic proposes the following fire sprinkler scope of work:

Fire Protection Scope of Work:

- \* Provide a complete wet Fire Sprinkler system throughout the facility
\* Provide a complete wet riser assembly with backflow preventer
\* Provide an outside Fire Department Connection
\* Provide a 120 outside Horn/strobe to be wired and mounted by others
\* New riser assembly to have all tamper and flow switches necessary for a fire alarm contractor to monitor the fire sprinkler system
\* All heads in office ceilings to be chrome semi-recessed fire sprinkler heads
\* All exposed ceiling area to be brass upright heads
\* All new piping to be Sch 10 grooved pipe joining methods
\* Provide shop drawings and calculations
\* Provide a permit with the city of Columbia Heights, MN
\* 1 Year warranty upon completion
\* Testing and permit sign off

All new layouts and installations will comply with state and local fire codes. All labor and material will be provided by Dynamic Fire Protection.

Owner Required Items for New Fire Sprinkler System:

- Provide a 6" water main into the facility
Have an electrician wire and mount a 120 volt outside horn/strobe above the Fire Department and air compressor for dry system
Electrician to provide a circuit and wiring to the fire alarm panel

Exclusions:

- Providing a fire pump and or controllers
Any electrical work high or low voltage
Patching or cutting of any walls or ceilings
X-raying concrete or liable of any obstructions within the concrete
Any underground or utility piping feeding the fire sprinkler system

Payment Terms:

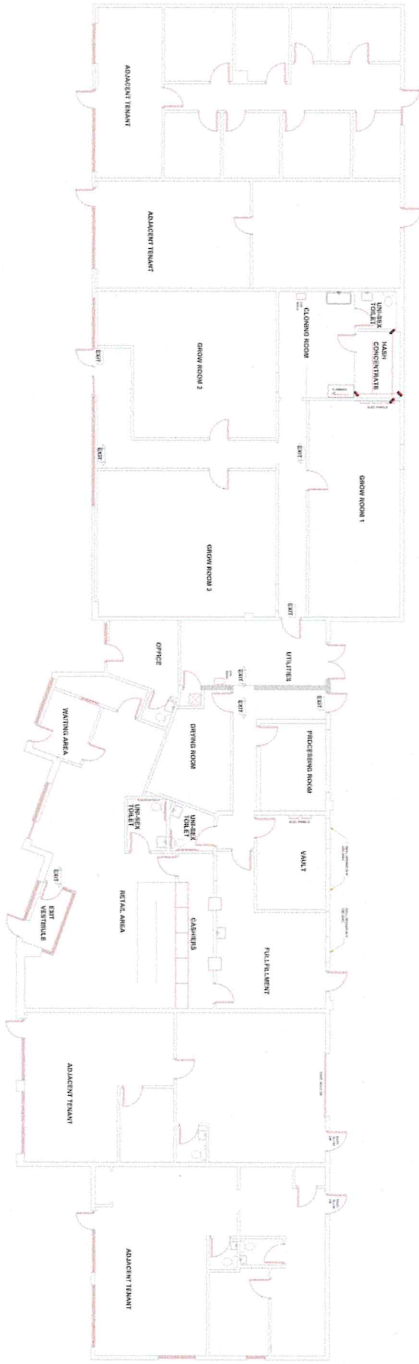
Progress invoicing will occur throughout the project

Fire Sprinkler System: \$46,900.00
Fire Alarm Panel with Cellular Dialer: \$4,200.00
12 Months of Monitoring: \$725.00

Total Installation Cost: \$51,825.00

Dynamic Fire Protection
Brian Hoffman
brian.hoffman@dynamicfireprotection.net
651-396-8451
www.dynamicfireprotection.net

Authorization to Proceed
Customer Signature
Printed Name
P.O. and Total Amount



**FIRE PROTECTION PLAN - FLOOR PLAN**

SCALE: 1/8" = 1'-0"

**PROJECT:** FROSTED LAKES

**FIRE PROTECTION PLAN**  
WET SYSTEM

SHEET 1 OF 1  
FP-1.0

**DRAWN BY:** A. ECKNER  
**DATE:** 2-14-23  
**SUBMITTAL:** 2-14-23  
**REV:**

**DYNAMIC FIRE PROTECTION**  
57 PAUL, MN 55110  
651-357-8681  
**MN LICENSE # C-372**





9/25/25

Diane Jackson

jacksoninvestigative@gmail.com

**PROJECT:** Wet Pipe Fire Sprinkler System  
UL listed monitoring  
5011 University Ave. NE  
Columbia Heights MN

**QUOTE :** 13543 (GMP Budget FOR 120 DAYS)

**TERMS:** Net 30 days with progress monthly billings

Firenet Systems, Inc. will furnish and install a complete Wet pipe fire sprinkler system and UL listed monitoring for the above referenced location including the following

- New underground Main
- Wet Pipe sprinkler system for all tenants
- UL Listed fire sprinkler monitoring system

**GMP SUM \$ 140,000.00**

- All work to be completed during normal working hours 7:00 AM-4:00 PM Monday-Friday.
- The quote includes applicable sales and use tax
- The quote includes require fire and electrical permits with the city

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**Firenet Systems, Inc.**

By: Lee M Sloneker

Lee M. Sloneker

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**Quote Acceptance**

Authorized Signature

Name & Title

Please print or type

Date

**Date: 9.9.25**  
**Bid: #25540 M R1**



**Project: 5011 University Ave NE – 6” Water Line**  
**Location: Colombia Heights, MN**

### **Site Utilities**

Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to install a new 6” water line from the main in the east boulevard of University to a point “just” inside the building, approximately 50’. Restoration of asphalt, curb, and sidewalk is included. All other restoration is excluded. Cut and patch of floor inside the building is included. *Note: Soil conditions are unknown, all soil corrections and dewatering are excluded if required. Engineered plans are excluded if required.*

**Base Bid: \$52,400**

**Addenda noted: None**  
**Alternate(s): None**

**Note:**  
This proposal is good for 30 days from the bid date in order to lock in our material prices with our vendors. Maximum depth of trenches and structures is assumed to be 10 feet when information is not provided.

Respectfully,

Matt Miklya

### **Exclusions:**

Land/Lane use permits, SAC and/or other connection charges, water meters, dewatering, soil correction and/or replacement, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, wall sleeves, utility cut-offs and/or removals, cut and patch floors, culverts, irrigation, trench drains, perimeter drain tile, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

**147 Jonathan Blvd. N., Ste. 4**  
**Office: (952) 448-3002**

**Chaska, Minnesota 55318**  
**Fax: (952) 448-3362**



**INDUSTRIAL UTILITIES, INC.**

P O Box 76  
15857 Forest Boulevard North  
Hugo, MN 55038

Phone: 651-426-6120

Fax: 651-426-0371

E-mail: [industrialutilities@hotmail.com](mailto:industrialutilities@hotmail.com)

Website: [www.industrialutilitiesinc.com](http://www.industrialutilitiesinc.com)

**PROPOSAL**

TO: Owner

ATTN: Dominique

BID DATE: 8/19/25

PROJECT: 6" Fire Line

TIME DUE:

LOCATION: 5011 University Ave. NE - Columbia Heights

FAX:

Industrial Utilities, Inc. proposes to furnish all labor, material, equipment, freight, permits and taxes for the completion of the above project for the total sum of

Fifty-Four Thousand Four Hundred Forty & 00/100

Dollars \$ 54,440.00

**Description**

SECTION NO (1) Install new 6" DIP water line for fire protection from main in median/edge of ROW to 1' inside West face of building (5001 building).

SECTION NO (2) All ROW fees included in this price.

SECTION NO (3) All flushing and testing included in this price.

SECTION NO (4) All asphalt and concrete restoration included in this price.  
Black dirt and seed to restore grassy area.

We do not include any of the items marked  below:

SAC or WAC charges

Rock removal

Restoration other than street repair

Cost for staking locations or grades for storm drainage

Dewatering costs

Restoration

Soil correction costs

Frost Excavation

Other Exclusions:

Comments:

Alternate No.

Add  Deduct

Add  Deduct

Respectfully Submitted,

Dennis Williams - Estimator  
Cell phone: 612-554-3528

ADDENDUMS RECEIVED



Anoka County  
Property Records and Taxation  
2100 3rd Avenue  
Anoka, MN 55303  
(763) 323-5400  
www.anokacountymn.gov

# TAX STATEMENT 2024

2023 Values for Taxes Payable in

Property ID Number: 26-30-24-24-0092

**Taxpayer(s):**  
5001 UNIVERSITY AVENUE NE LLC  
451 LYNNHURST AVE E  
SAINT PAUL MN 55104

**Property Description:**  
LOTS 16 THRU 18 & LOT 19 EX N 30 FT THEREOF, BLK 12 ROSLYN  
PARK, SUBJ TO EASE OF REC

**Property Address:**  
5001 UNIVERSITY AVE NE  
TCA: 14013I

Owner(s): 5001 UNIVERSITY AVENUE NE LLC

Step	VALUES & CLASSIFICATIONS		
	Taxes Payable Year:	2023	2024
1	Estimated Market Value:	433,600	506,000
	Homestead Exclusion:	0	0
	Taxable Market Value:	433,600	506,000
	New Improvements:		
	Property Classification:	COMMERCIAL	COMMERCIAL
Sent in March 2023			
2	Proposed Tax:		14,016.68
Sent in November 2023			
3	PROPERTY TAX STATEMENT		
	First half Taxes:		7,177.97
	Second half Taxes:		7,177.97
	Total Taxes Due in 2024 :		14,355.94

**\$\$\$ REFUNDS?** You may be eligible for one or even two refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Taxes Payable Year:	2023	2024
1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	0.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		0.00
<b>Property Tax and Credits</b>		
3. Property taxes before credits	11,310.36	14,183.08
4. Credits that reduce property taxes		
	A. Agricultural and rural land credits	0.00
	B. Other credits	0.00
5. PROPERTY TAXES AFTER CREDITS	11,310.36	14,183.08
<b>Property Tax by Jurisdiction</b>		
6. County		
	A. General county levy	1,307.24
	B. Regional rail authority	17.62
7. County/municipal public safety system		0.00
8. City or town		0.00
9. State general tax	3,413.10	4,446.16
10. School district 0013	1,871.94	2,085.74
	A. Voter approved levies	660.12
	B. Other local levies	817.02
11. Special taxing districts		1,138.50
	A. Metropolitan special taxing districts	108.46
	B. Other special taxing districts	127.26
	C. Tax increment	203.80
	D. Fiscal disparity	0.00
12. Non-school voter-approved referenda levies	2,893.90	3,319.24
13. Total property tax before special assessments	0.00	0.00
	11,310.36	14,183.08
<b>Special Assessments</b>		
14. Special Assessments		
	A. Solid waste management charge	172.86
	B. All other special assessments	0.00
	C. Contamination tax	0.00
15. TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	11,483.22	14,355.94

**2nd Half Payment Stub - Payable 2024**  
TO AVOID PENALTY PAY ON OR BEFORE OCTOBER 15, 2024  
Property ID Number: 26-30-24-24-0092

PLEASE READ BACK OF STATEMENT FOR IMPORTANT INFORMATION

If your address has changed please check this box and show the change on the back of this stub

**Taxpayer(s):**  
5001 UNIVERSITY AVENUE NE LLC  
451 LYNNHURST AVE E  
SAINT PAUL MN 55104

Total Property Tax for 2024: \$ 14,355.94  
Second half Payment Due: \$ 7,177.97  
Second half Penalty Due: \$ 0.00  
Second half Payment Made: \$ 0.00  
Second half Due with Penalty: \$ 7,177.97

**Make Checks Payable To:**  
Anoka County  
Property Records and Taxation  
2100 3rd Avenue  
Anoka, MN 55303

2023001263024240092000007177978

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT.

**1st Half Payment Stub - Payable 2024**  
TO AVOID PENALTY PAY ON OR BEFORE MAY 15, 2024  
Property ID Number: 26-30-24-24-0092

PLEASE READ BACK OF STATEMENT FOR IMPORTANT INFORMATION

If your address has changed please check this box and show the change on the back of this stub

**Taxpayer(s):**  
5001 UNIVERSITY AVENUE NE LLC  
451 LYNNHURST AVE E  
SAINT PAUL MN 55104

Total Property Tax for 2024: \$ 14,355.94  
First half Payment Due: \$ 7,177.97  
First half Penalty Due: \$ 0.00  
First half Payment Made: \$ 0.00  
First half Due with Penalty: \$ 7,177.97

**Make Checks Payable To:**  
Anoka County  
Property Records and Taxation  
2100 3rd Avenue  
Anoka, MN 55303

2023001263024240092000007177978

DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT.