

Marcy Park Student Housing Cooperative  
1000 8<sup>th</sup> Street, Minneapolis, MN 55414  
700 10<sup>th</sup> Ave., Minneapolis, MN 55414

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# Marcy Park

Student Housing Cooperative  
Member Handbook

2014

## **Riverton Mission Statement**

“To develop and maintain quality, student-oriented housing communities operating on a democratic, non-profit basis.”

## **Disclaimer**

**It is important for you to understand the contents of this book. It contains the policies which you are held responsible for as a member of the Marcy Park.**

Published by the Board of Directors

Disclaimer: Although the Board took great care in the production of this Handbook, we do not offer or imply any guarantee regarding the accuracy of this document.

***The Membership Handbook is a general guide to the policies of the Marcy Park Student Housing Cooperative. Since all policies are subject to review and change at monthly board meetings, the status of any specific policy in this handbook at any particular time cannot be guaranteed. If any item contained in this Handbook is in conflict with the Occupancy Agreement (also referred to as the Lease), the Occupancy Agreement shall govern. Contact the Riverton Office with specific questions about the current status of any particular policy***

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For up to date info on the co-ops visit our Blog  
[rivertoncommunity.wordpress.com](http://rivertoncommunity.wordpress.com)

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Office Hours  
Monday - Friday  
9-12 & 1-3  
Except Wednesdays: Open 9-12,  
Closed after Noon

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# Hi!

## **Welcome to the Chateau Housing Co-op.**

As you may have heard, the Chateau is a cooperative organization. This means that as a resident-member you've got great privileges and responsibilities!

At the core of cooperative principles is democratic governance. So the most basic privilege and responsibility is to elect resident-members who you believe will provide good leadership for the building!

**This Handbook is designed to introduce you to the co-op, answer some of your questions, and make participation in the co-op accessible to you.**

# History

Marcy Park Apartments was originally owned and operated by independent investors until August of 1995 when Riverton Community Housing (Riverton) purchased the 57 unit apartment complex located at 700 10th Avenue SE and 1000 8<sup>th</sup> Street for 1.6 million dollars. On August 8, 1995, Marcy Park Apartments became Marcy Park Student Housing Cooperative and Riverton's second member cooperative with approximately 80 members.

With the support of Marcy Holmes and the City of Minneapolis, Riverton was able to acquire the bonds to purchase Marcy Park Apartments and convert to a member directed leasehold cooperative under Section 308A.001 to 308A.985 of the Minnesota Statutes.

Why did Riverton purchase Marcy Park Apartments and transform it to a member directed housing cooperative?

The reason is simple. Riverton's purpose is Riverton was founded by the Chateau Student Housing Co-op in the early 90s with the purpose of spreading the cooperative housing model throughout Dinkytown.

Riverton carefully reviewed many properties in the Marcy Holmes area from 1993 to 1994 and decided to purchase Marcy Park Apartments due to its proximity to the University and the fact that many of the people living in the building were University students, staff and non-tenured faculty.

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# Organizational Structure

## Board of Directors

The Board of Directors consists of 5-16 resident-members chosen by annual vote of all resident members at the Annual Meeting. Once the board is elected, the board members elect their officers – the President, Vice President, Secretary, and Treasurer.

The board meets once a month and hears reports from officers, staff, and each committee chair in addition to other business. **All meetings are open to all members! At each meeting there is an “open mic” section, where anyone is free to make suggestions, submit proposals or otherwise express themselves to the board.**

The board makes all operational decisions for the cooperative, from rent prices to activities around the building. If you’re curious, please come to the next board meeting – notice of meetings will be posted around the building.

## Annual General Meeting (AGM)

The Annual General (AGM) is the co-op’s yearly business meeting. This is where the members (all residents) elect a new Board of Directors, in addition to other business like financial reviews and the president’s “State of the Co-op Address.”

The meeting is always sometime in December or January, be there or be square! (Notice will be posted around the building!)

All residents are expected to attend. This is the most basic way to get involved with the co-op! Be sure and cast a vote!

### **All Residents are Members**

How is a member different from a tenant? An individual who lives in Marcy Park is a member-owner of the cooperative. A Member can directly participate in the decision making process through involvement with the **Board of Directors**. The level of rent, the creation and review of policies, the development of new programs and changes in old ones are all relevant examples of Member participation.

If a dispute arises or the application of a policy is in question, you may bring it to the attention of the Riverton office, and, as necessary, they will bring it to the attention of the Marcy Park Board of Directors and/or appropriate committee.

### **Open Meetings**

All Marcy Park meetings are open to the Membership, unless Marcy Park legal issues and/or business negotiations are on the agenda, in which case the meeting will be limited to those Members normally privy, through by-laws or meeting rules, to closed minutes.

### **Relationship with Riverton**

Marcy Park and Riverton have unique business relationship. The Marcy Park Housing Cooperative leases both the 1000 and 700 buildings from Riverton. So in a since Riverton is the landlord of the cooperative, while the cooperative is the governing body for each resident, who in turn leases their individual apartment from the cooperative.

Additionally, Marcy Park has a contract with Riverton to serve as a property management company, so that neither the board, nor the members have to fuss with the day to day business of operating the building, renting apartments, or collecting rent.



# Membership at Marcy Park

## Eligibility

Anyone is eligible to apply for membership at Marcy Park as long as at least one applicant is a student, staff person, or non-tenured faculty member at the University of Minnesota or other university or college in Minnesota may live at Marcy Park.

A student is defined as someone presently enrolled at an accredited institution of higher learning with 6 or 8 completed semester credits, or equivalent, per year depending on their student status. A year is defined from Spring Semester through the next Fall Semester.

## Membership Fee

New Member dues cover the cost of becoming a Member of Marcy Park, which includes membership in other non-profit organizations such as NASCO (North American Students of Cooperation). The amount of the dues is set by NASCO and may change from time to time.

Paying these dues qualify you to vote in the election of the Board of Directors held every January for the duration of your residence at Marcy Park.

## Participation in Governance

The co-op, like everything, is only as strong as the sum of its parts. In other words, the co-op is what the residents make it, so participation is key to maintaining a vibrant community! Get involved! Attend meetings!

# Your Lease and Related Policies

## Your Lease

Your lease is the legal document that defines your relationship with Marcy Park. It is EXTREMELY important that you understand all of the terms! Be sure and read every word because you are legally obligated to uphold the agreements laid out in the lease!

Feel free to stop by the office to ask any questions you have concerning your lease.

## Check-in Procedures

At your scheduled lease signing and key pick up staff will show you to your unit and answer any questions you have at move in.

Each vacated apartment is inspected before the new Members move in. You should inspect the apartment upon moving in and if there is a concern regarding the condition of the apartment, bring it to the attention of the office immediately. If concerns are not reported within three working days, the office will file their inspection and will use it for evaluation of the apartment at move-out time.

## Rent Payment

**Rent is due on the first of the month.** If rent is not received in full (meaning all rent, parking, fines, etc.) by 8 A.M. on the business day following the 5<sup>th</sup> day of the month, a late fee equivalent to eight percent (8%) of your balance (up to \$50) will be added to your account.

Rent is payable to “Marcy Park Cooperative” and can be paid in the Riverton office or in the drop box located in the Chateau Lobby (425 13<sup>th</sup> Ave. SE). Rent payments must be in the form of a check or money order only. Your payment

**MUST** include your **ROOM NUMBER** and **BUILDING NUMBER** to ensure it is applied to the right account.

**Cash is not accepted.**

NSF (non-sufficient funds or “bounced”) Checks carry an automatic \$20 charge, which is added to the apartment balance.

Marcy Park does not recognize rent partitioning (the legal obligation of roommates to pay only "their" portion of the rent). Marcy Park only recognizes the amount of rent an apartment owes or should be credited. Late payments, debts, fines, damage, or credits will be assessed to the apartment, not just one person who lives within the apartment.

If you are having problems paying the rent, please make arrangements with the office before you get too far behind. With rent issues, Marcy Park does not evict by Member, but by apartment. If the office files for eviction of your apartment your apartment is responsible for paying the full cost of the filing fee in District Court, along with associated legal fees.

### **Fees and Charges**

All credits, charges, and fines, without exception, are billed or credited to the apartment, and not the individual Member. Under certain circumstances residents will be held responsible for repair costs. In this case check with the management regarding the current hourly rate for repair, cleaning and administrative charges. If outside contractors are needed, the rates charged by the contractor may apply. You will be notified of fines, charges, and fees as they occur.

### **The First 12 Months**

If, under extenuating circumstances, an apartment must be vacated before the twelve-month term has ended, the Riverton Office will assist in finding a new lessee using the waiting list, if applicable. If the Riverton Office is unable to find

a new lessee, the Member-residents who wish to terminate their lease early remain responsible for rent for the duration of their lease.

If an apartment is occupied for less than the twelve month term, the vacating Member will be charged for the carpet shampooing, window washing, cleaning, and any repairs which are necessary due to damage or neglect. The security deposit will not be returned until the apartment is rented. Any and all charges will be subtracted from the security deposit, but will not be limited to the amount of the deposit. A fee set by the Board of Directors will be charged for the final inspection when a lease is terminated before the six-month lease has ended. In addition, Members will not be eligible for any possible rebate issued by the Board of Directors.

### **Student Status Check**

A student status check is completed every year, usually in during summer.

**Undergraduates** must produce a current unofficial transcript from the past year proving that he or she actually completed at least twelve (12) semester credits (or equivalent) in the past year. Unofficial transcripts may be obtained either from the registrar's office or from the Web. The ONLY acceptable internet printout is the document titled 'unofficial transcript.'

The only exceptions to this rule are new students or students who transfer in from another school and are not able to produce a local transcript. They will be required to produce current semester paid fee statements, but only until the next verification.

Incoming students will fall under two categories:

- 1) Incoming students who were admitted less than a year before the last student status check.
- 2) For transfer students admitted to school within the last year, sufficient proof for the exemption is a letter of acceptance, or a bill for tuition from the accredited college.

**Graduate students** must produce a transcript proving completion of six (6) semester credits within the last year or a letter from their advisor stating that they are making reasonable progress towards their degree. For those who did not take credits, his/her advisor will be asked to sign an Academic Progress Form proving that they are making reasonable progress towards their degree.

In the case of students attending institutions other than the University of Minnesota, the office will use his/her discretion in determining student status following the intent of the above guidelines as closely as possible.

Failure in proving your status by the posted deadline will result in a fifty dollar (\$50) fine. Failure to provide student status WILL result in a notice to vacate.

### **Non-Student Spouses**

A person who is married to a Member of Marcy Park who has met eligibility requirements is considered exempt from the student status qualifications- his/her status being tied to that of his/her partner. Children are also allowed to reside at Marcy Park as long as they live with at least one legal guardian who is an approved Member of the Marcy Park and who meets eligibility requirements.

### **Guest Policy**

Guests staying longer than a week need a written consent form to be signed by all roommates and filed with management. The maximum number of days a guest can stay is 30 consecutive days.

### **Prospective Members**

All prospective Members, including sublessors, must complete the screening application and pay a non-refundable fee to cover the costs of screening. No one will be allowed to move in before receiving notice of approval from management. Any applicant must meet the criteria laid out in the Resident Selection Criteria form, which is available in the office or on Riverton's website.

### **Subleasing**

A subleasing agreement must be signed by all parties, and approved by the Riverton Office. Failure to do so is a violation of the terms of the lease, and the sub-lessee may be considered a trespasser. Subleases are limited to a period of six months.

Sub-lessees must fill out an application, be approved by the office, and pay the appropriate fees to move into the cooperative.

### **Lease Termination**

Either tenants or management may terminate this Lease effective at the end of the initial lease term by giving written notice of termination to the other party at least sixty (60) days before the end of the initial term. After the end of the initial term, either Marcy Park or all of the Residents acting together may terminate this Lease by giving thirty (60) days' notice.

### **Check-out Procedures**

The **Notice to Vacate** form must be signed by all of the leaseholders and returned to the office as outlined in the Occupancy Agreement. To provide staff with ample time to contact waiting list people, Members are encouraged to give their Vacate Notice as soon as they are certain they are going to move out.

Prior to moving out, you must make appointments for pre-vacate, and final checkout inspections with the office. You and your roommate(s) may be present when their apartment is checked or have a representative present. Move-out charges will be assessed on the basis of damage (other than normal wear and tear) and for unsatisfactory cleaning. The condition of the apartment will be compared with a check-in sheet that may have been prepared when the apartment became occupied.

At the time of the final inspection, determined by the Notice to Vacate, all items should be removed from the apartment and all cleaning completed. Any period of holding over, including any remaining portion of the last day of occupancy, will be charged at a rate detailed in the Occupancy Agreement. At the time of the final inspection, all items or personal belongings left in the apartment,

hallways, stairwells, or any other portion of Marcy Park, may be considered abandoned by you and will be disposed of at the discretion of the management. You will be charged for the removal and disposal of all items.

### **Deposit**

When your apartment is vacated by all residents management will determine if any portion of your security deposit must be withheld.

All repair charges at check-out, or any other time, are made on the basis of cost to Marcy Park of all time and material, including administrative time and expense. To insure that repair charges are as low as possible when vacating an apartment, you and your roommate(s) are encouraged to pay particular attention to the guidelines listed on the Vacate Procedures given out by the office. Please address any questions you have to the office staff.

Your deposit will be mailed to the forwarding address you provide to the office within twenty-one (21) days after your lease officially expires. Therefore it is essential that you provide the office with a forwarding address for each member of your apartment so you can receive your security and key deposit.

Security deposits will be withheld and attached to the unit they are associated with until ALL primary lease holders have vacated the apartment. This means that in the case of Change of Roommate or Subleasing the original deposit will not be refunded until all primary lease holders move out. It is up to Change of Roommate/Subleasing applicants to make personal arrangements with the resident they are replacing to coordinate issues concerning security deposits.

### **Vacate Inspections**

The apartment being vacated must be absolutely clean for the incoming Members. Unsatisfactory cleaning by you and your roommate(s) will result in charges. These charges will cover maintenance personnel time, supplies, and incurred office costs.

You and your roommate(s) are charged only for damages or repairs for which they are responsible. You and your roommate(s) are responsible for removing all decorations personal property from the apartment. Walls, trim, carpet, ceiling, and all other parts of the apartment must not be damaged.

### **Cleaning for Moving Out**

Marcy Park will shampoo the carpet and wash, if possible, the windows at no charge, provided it is not a move-out before the expiration of the initial twelve month lease term.

The final apartment inspection will use these cleaning standards to evaluate the apartment being vacated:

1. Linoleum and floor tile must be stripped of all wax, washed, thoroughly rinsed, but not re-waxed.
2. Closets must be washed, with particular attention given to marks from luggage, shoes, etc. Any storage closets outside the apartment must be cleaned out and all locks removed.
3. Kitchen cabinets must be cleaned, inside and out, especially of grease on the doors of these cabinets. Sink stoppers must remain in the sinks. The sinks must be clean. The breadboard must be cleaned.
4. The refrigerator must be absolutely clean; this includes the back wall and behind and underneath the vegetable bins. The vent grate at the bottom of the refrigerator, and the gasket around the inside edge of the door must be cleaned.
5. The stove must be cleaned (all parts free from grease and splash). The drip pan for the burners, reached by lifting up on the top part of the stove, must be cleaned. Broiler rack and tray must remain in the broiler. The Members should call the office three working days before checking out to make an appointment to have the stove and refrigerator disconnected and pulled out. There is no charge for this service if the initial twelve month lease has been completed.



6. In the bathroom, the toilet bowl, sinks, bathtubs, tiles, floor, and fixtures must be cleaned, rinsed thoroughly, and dried.
7. Light fixtures, switch and outlet plates, must be cleaned. Light bulbs which are burned-out or missing will be charged for, at replacement cost.
8. All ventilating ducts (kitchen and bathroom) must be cleaned, including removing the cover plates to remove the dust behind them.
9. The inside of the interior window must be cleaned. All cracks and broken glass are the residents' obligation and will be charged for, at replacement cost. Marcy Park will wash the remainder of the windows at no charge if the lease term has run twelve months. Removal of the windows by Members is absolutely FORBIDDEN.
10. All carpeting must be thoroughly vacuumed. If the lease term has run twelve months, the carpet will be shampooed without charge.
11. The blinds must be left in the apartment and cleaned well. Missing items will be charged for at replacement cost.
12. Doors must be cleaned of all dirt. The entrance door frame must be washed and any dirt around the frame must be removed.
13. Walls must be washed and rinsed if marked, or repaired if damaged. Repairs must meet Marcy Park standards as defined by the Executive Director. Tape, pins, picture hooks, etc. must be removed.
14. All fixtures must be in good working order. Any malfunctions should be reported to the office immediately so that no charges will result.

## **Key Return**

When you are moving out, you must return all the keys to the office. You and your roommate(s) will be charged for replacement keys and keys not turned in at the end of your lease. If you lose a set of keys a second time the charge for a second set of replacement keys is doubled. If you lose a set of keys more than twice, the charge for replacement keys will remain at the doubled rate.

## **Property Tax**

Marcy Park is a "leasehold cooperative" under Minnesota law. The property is owned by Riverton Community Housing (Riverton). Riverton is a non-profit corporation. Riverton leases the residential portions of the property to Marcy Park Student Housing Cooperative (the "Cooperative"). By becoming a member of the Cooperative, you become eligible to lease an apartment at Marcy Park.

Because Marcy Park is a "leasehold cooperative," Marcy Park receives a discount in the amount of property taxes it must pay. Marcy Park passes on these savings to its residents in the form of lower rent.

By becoming a member of the Cooperative, you, in essence, become a "homeowner" for purposes of property tax refunds. In other words, you may be eligible to file for property tax refunds as a "homeowner." Every year, usually in March, Marcy Park will make available a statement showing the total amount in property taxes Marcy Park paid as well as each unit's shares of the property tax paid and any property tax credits due. Only one taxpayer in your unit may apply for that unit's share of the property tax refund or its share of any property tax credits. As a cooperative "homeowner," you will not receive a Certificate of Rent Paid (CRP) form and may not file for a property tax refund based on the amount of rent you paid as a tenant.

If you want to learn more about the arrangement between Riverton and the Cooperative, we will provide you with copies, at no charge, of all the following

documents: the Cooperative's articles of incorporation, the Cooperative's bylaws, the lease between Riverton and the Cooperative, as well as a sample occupancy agreement between the Cooperative and its members. If you wish to see copies of any of these documents, please let us know in writing, and we will send or deliver the materials to you within seven days.

# Your Apartment

## **Decorating**

Please decorate your apartment to make yourself feel at home! However, there are a few things to avoid.

Do not use adhesive materials to hang or display items on the walls of your apartment. The adhesive will leave marks on the walls. Instead use standard picture hangers or small pins or map tacks to hang objects. Your best bet is to contact the office and ask their advice.

Painting or wallpapering the walls, adding door locks or adding additional appliances such as refrigerators, air conditioners, or washing machines, is not permitted unless specifically approved by the office. Approval of such alterations or additions will not be withheld unreasonably, but may be conditional upon the Member's agreement to restore the dwelling unit to its prior condition upon moving out and/or paying a flat rate to cover the cost of utilities that will be consumed by the normal use of the equipment (See "Painting").

## **Painting**

Marcy Park members may paint their apartment themselves with the approval of Management. You may be required to pay a security deposit as set by the management to protect the building against unsatisfactory work and damaged equipment or property. Members are required to provide their own brushes and equipment. Staff will inspect work before refunding the deposit.

## **Internet**

Internet service is included in the rent at Marcy Park. The providing company reserves the right to shut off an apartment unit's internet temporarily if a resident of that apartment is found to be illegally downloading. For questions, concerns or service issues please contact the service provider.

## **TV**

Cable television service is included in the rent at Marcy Park and residents who wish to upgrade their cable package must pay the difference themselves. For questions, concerns or service issues please contact the service provider.

## **Telephone**

Marcy Park does not provide telephone service. Members must make arrangements with the phone company for service. Members who experience problems with their phone service should first report it to the Riverton Office before calling the telephone company. If the problem is in Marcy Park phone lines, Marcy Park will pay to have them repaired. If Members call the phone company first, however, they will be responsible for the cost of repairs.

## **Circuit Breaker**

The circuit breaker for your apartment is near the entrance to your apartment. The circuit breaker contains switches that control the power for different parts of your apartment.

If you have too many appliances running at once you may “flip” the breaker. First unplug some appliances, then locate your circuit breaker. Open the panel and identify which circuit is in between “on” and “off” and flip the switch to the off position, before flipping it into the “on” position.

If everything starts running again – problem solved. If it does not – try unplugging more of your items or call the office to put in a work order.

## **Water**

The emergency water shut off valve is located under each sink and next to the toilet, near the base on the left-hand side: Turn clockwise to shut water off.

If maintenance has to shut off water in part of the building, they will give as much notice as possible. Sometimes, in the case of emergency (i.e. a burst pipe), there is no time to notify residents. Under such circumstances please be patient, maintenance will work around the clock to fix the problem ASAP!

## **Plumbing**

If your toilet is about to overflow – **TURN OFF THE WATER!** The water shut off is either behind, or next to the toilet.

Do not put anything except water down the sink drains and nothing but toilet tissue in the toilets. Do not put feminine hygiene products in the toilet. Please follow instructions for use of the garbage disposal. If unapproved objects are found to be the cause of a plumbing problem, the member will be charged.

## **Sinks**

Grease clogs are fairly common and should be resolved by plunging the drain or running hot water. **Never use chemicals to unclog a sink or drain. Most pipes in Marcy Park are all plastic and will be damaged by the use of such chemicals.** If you have a clogging problem, contact the office..

## **Stove**

Marcy Park is phasing out stoves that use pilot lights, but for units that still have pilot lights:

The stove has separate pilot lights for the burners, the broiler, and the oven. Pilot lights are small flames used to light the burners on your stove. They should always be lit. When you first move in you should orient yourself with the nature of the pilot lights on your stove.

The pilot lights for the burners can be reached by lifting up on the top of the stove. The oven pilot light is in the far back of the broiler. Never turn the gas to the range or the oven on while lighting the pilot lights. To shut off the main flow of gas to the burners of the stove, lift stovetop up and turn yellow handled levers to a vertical position.

## **Smoke Detectors**

Each apartment has a smoke detector attached to a wall near the kitchen or front door. The detector is connected to the building's power supply and does not need batteries, but should be kept clean and dusted to insure they continue to work properly.

The detectors are meant as a warning device within apartments and are not connected to Marcy Park fire alarms in the hallways.

### **Carbon Monoxide Detectors**

Each apartment has a carbon monoxide detector attached to the wall. The detectors are a warning device that there may be a dangerous level of carbon monoxide in the apartment. If this detector goes off please turn off appliances and open windows immediately and contact the Riverton Office to report it. If anyone is experiencing dizziness or is feeling nauseous call 911 and evacuate your apartment as this may be signs of exposure to high levels of carbon monoxide that requires prompt medical treatment. If no one is experiencing these symptoms please reset the detector, if it will not reset please call the Riverton office.

### **Incense & Candle Policy**

DO NOT leave burning candles or incense unattended. A resident must be present.

### **Air Conditioners**

The apartment units are equipped with wall air conditioners. The back vent to the air conditioners will be covered up during the winter. Please clean the air conditioner filters on a regular basis in the summer for better efficiency and to help keep your electric bills lower.

### **Carpet**

At the request of the Member, Marcy Park will shampoo the carpet at no charge in any apartment which has been continuously occupied for two years or more, and in two year intervals following the first cleaning. Members who have not

lived in an apartment for at least two years or who have had their carpet cleaned by Marcy Park in less than two years, may still have Marcy Park clean their carpets for a fee. Members should check with the office regarding current carpet cleaning prices.

### **Windows**

Members must never remove stairwell windows or screens. Members who remove stairwell windows or screens are subject to immediate eviction.

Members may remove their apartment windows in order to clean them but should realize that it may be difficult to put them back. If any Member has difficulty getting the window back in place, please contact the office and a Maintenance Staff person will do this.

### **Storage**

There are storage units in the attic of the 1000 building. A storage unit is not guaranteed for each apartment; please ask the Riverton office for availability. Members are to obtain a key to an available storage unit and required to return the key to the Riverton office upon move out. Fail to do so will result in a \$15 fine. Residents are responsible for belongings placed in the storage units. Members must empty their storage unit upon moving out. All belongings left in the storage unit after move out will be considered by Marcy Park as having been abandoned by the Member and may be disposed of at the discretion of the management.

### **Work Orders**

Maintenance problems should be reported to the office during normal office hours, except in emergency situations, such as a burst water pipe, which should be reported immediately by calling the Riverton answering service.

For your convenience there are several ways you can submit work orders to the maintenance staff – through your tenant portal, on our website, or by calling the Riverton office.



Maintenance service is done free of charge to residents in most cases. Marcy Park will charge apartments for work orders on repetitive maintenance problems which can be prevented by the Members of the apartment (such as sink drains which become clogged due to improper use).

If something in your apartment is in need of repair, you should call the office or submit a request on the Riverton website to place a work order for the maintenance staff. Orders are processed as soon as possible (within a 24 hour period), in the order in which they are received, and in priority of importance. Members are expected to be able to handle small repairs and general maintenance such as the changing of light bulbs and lighting of pilot lights on the stove. If there is an emergency, such as a burst water pipe, call the office answering service immediately. If you smell leaking gas or smoke, call the gas company, the fire department and then the answering service.

### **Pest Control**

Periodically Marcy Park sprays the foundation and common areas for bugs as a preventative measure. Individual apartments are treated on an as-needed basis. Members are required to cooperate in these efforts to keep the building bug-free.

Members with respiratory problems should take precautions to stay out of their apartments for a few hours until the chemicals can dissipate.

The spraying is done on a floor-by-floor basis throughout the year or as needed, with prior notice given to each apartment several days in advance. Any apartment not prepared for the exterminator on the designated day will be fined \$50.00. If the apartment is still not prepared on a subsequent day, with due notice, the fine will be \$100.00.

### **Trash & Recycling**

Trash removal is included in the rent. Please place all items in the dumpsters. Do not leave any items including furniture next to the dumpsters. Any costs

paid by Marcy Park to remove these items not in the dumpster will be transferred to the offending apartment.

There are blue recycling bins in the front lobbies, there are can/bottle and paper recycling bins near the dumpsters, there is a cardboard recycling dumpster near the trash dumpster of the 1000 building and there are battery recycling bins in the laundry rooms. Remove and throw away caps and lids from recyclable containers. Please also wash all food off items before recycling.

**NOT ALLOWED:**

**Hazardous Materials**

Flammable or explosive substances are not permitted in apartments or other areas of Marcy Park.

**Dividers**

Dividers are not permitted in apartments. A divider is defined as any floor to ceiling object that separates the space in the living room in order to create an additional sleeping space. If a divider is found in an apartment the residents of the apartment will be required to dismantle the divider immediately or face a fine.

**Smoking**

There is absolutely NO SMOKING allowed at Marcy Park. Residents must go outside to smoke.

**Drain-O**

No chemical drain cleaners are to be used to unclog plumbing at Marcy Park. The drains are all made of old plastic that will easily corrode if chemical drain cleaners are used. Contact maintenance if you have reoccurring issues with your plumbing.

### **Renter's Insurance**

Marcy Park assumes no responsibility for members' personal possessions. All members are urged to secure individual renter's insurance for protection against theft, loss, or damage.

# Common Spaces

## Smoke Free Building

### 1. Purpose of No-Smoking Policy

Marcy Park Student Housing Cooperative desires to mitigate (i) the irritation and known health effect of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building

### 2. Definition of Smoking

The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette or other inhalant form of tobacco.

### 3. Smoke-Free Complex

Marcy Park Student Housing Cooperative premises, occupied by members and guests of members’ households, have been designated as a smoke-free living environment. Members and guests of members’ households shall not smoke anywhere in the unit rented by the Member, or in any of the common areas, nor shall the Member permit any guest or visitors to do so. Smoking is permitted outdoors at least 25feet from any entrance or window. An ashtray is provided on the east side of the building near the railing.

Upon the first offense of the presence of smoking - a warning will be issued to all members involved. Upon the second offense a fine of \$100 will be issued to the apartment. If a third offense occurs the members of the apartment will be evicted.

## Use of Marcy Park Facilities

Marcy Park property, including the parking lot, lawn, and buildings, is to be used only by Marcy Park Members.

Entryways, halls, stairways, and landings are to be kept clear and unobstructed at all times. Bicycles and other articles cannot be kept or left in these areas.

### **Laundry**

There is a shared laundry room in each Marcy Park building located in the basements. Laundry machine operation is paid for by individual residents. To operate the laundry machines, residents must obtain a laundry card from the Riverton office. The fee for this card will be reimbursed upon move out once the card is returned. Members must load money onto their laundry cards in order to operate the machines. The laundry card is reloadable through the credit card machine located in the 1000 Building laundry room. If a member would prefer to load cash onto the card they may do so through the cash machine located at the Chateau. For further details on laundry card usage, please contact the Riverton office.

### **Parties & Guests**

Members who wish to have parties in their apartments are reminded of their responsibility to act in accordance with Minnesota laws dealing with alcohol, noise, and liability. Members must be mindful of the presence of their neighbors and the limits which living in an apartment building imposes on such events as parties or large gatherings.

Members having a party in their apartment are responsible for their guests and any occurrences resulting from the party. The term "guest" means all persons who enter Marcy Park in response to open invitations issued by any of the Members and persons who enter Marcy Park as guests of the resident's guests, whether or not such persons are personally known to any of the Members. No open alcohol is allowed in the hallways, or any common area in Marcy Park. Failure to comply with this regulation, or causing vandalism, false fire alarms, excessive noise, or other similar acts by Members or their guests will mean the imposition of penalties by management. These include fines being levied

and/or being evicted from Marcy Park and/or criminal charges being placed and/or civil action being filed for damages.

### **Barbecues**

State Code 7510.3180, Article 11, Section 11.117 states that open flame barbecues are prohibited on balconies (which applies to the 1000 8<sup>th</sup> St. building) or within 15 feet of any structure (which applies to both buildings). This fire code also applies to gas and electric grills which: (1) are not permanently connected to the building's gas/electricity supply; (2) do not have 18 inches of clearance from any wall; and (3) are not approved by the Minneapolis Fire Marshall. Therefore, if you wish to barbecue, it must be done outside of the buildings in accordance to the above code. Failure to comply with this rule will result in a \$100 fine. As well, if any fines are imposed to Marcy Park by the Fire Department, these fines will be directly passed onto the unit responsible for the fine.

### **Noise Control**

Members of Marcy Park are reminded that Marcy Park provides housing for students and is located next to a major university. Members should not react too sensitively. Some noise is to be expected and tolerated. However, excessively noisy conduct shall not be permitted when it disturbs or annoys other occupants in the building. Failure to comply shall be considered sufficient cause for eviction. Members should make an attempt to request the other resident to reduce their noise before calling in a noise complaint.

If a Member calling to complain about a noisy apartment feels that people are acting in a manner which presents a danger to other members of Marcy Park or its property, they should call the Minneapolis Police (911) in addition to calling the answering service (612-331-3911).

Members of Marcy Park may call the answering service after regular office hours to complain about excessive noise in the building. Excessive noise can range from stereos and televisions turned up loud (or with excessive BASS) to rough-housing and persistent door slamming. As well, excessive noise

complaints can be assessed at any time of the day, not just evenings and nights. Excessive noise outside the building can be reported to the Minneapolis police by calling 911. The answering service will contact an appropriate person to investigate the complaint. The callers should identify the source of the noise if possible, and identify themselves so they may be contacted later to see if the problem has been resolved. The identity of the caller will be kept confidential.

Apartments against which noise complaints have been received are subject to a warning or a fine, at the discretion of the noise control person who investigates the complaint. A log detailing the number of complaints and any fines assessed to an apartment is kept in the office and is consulted each time a new complaint is registered.

Fines are issued to offending apartments according to the following schedule: within the calendar year the offending apartment will receive two warnings. The third offense will result in a \$50 fine, the fourth offense will result in a fine of \$100, the fifth \$150, and the sixth \$200 with the fines continuing to increase by \$50 with each additional offense. Ten separate incidences within one calendar year will result in eviction.

Noise complaints can be appealed within three business days of the offense. All appeals must be submitted in writing via e-mail or hand delivery to the Riverton office.

### **Security**

Access to Marcy Park is limited by a security lock and key system to Members, staff, and bona fide guests. Uninvited persons and others are subject to arrest and removal. At no time is it allowable to block open a security door.

***Members should never allow people into Marcy Park whom they do not know.***

When someone buzzes you from the front door, ensure that you know who the person is before you go and open the security door to let them in. Do not let people you do not know follow you through the security door.

## **Solicitation**

No solicitors are permitted into the Marcy Park buildings. Please do not let any solicitors into the buildings. See the Security section above for more information.

## **Lockout Procedures**

Members who lock themselves out of their apartment during regular office hours may contact the office, and will be let back into their apartment at no charge. Members who lock themselves out of their apartment after Riverton Office hours must pay the \$75 fee to have the emergency answering service unlock their door.

No person shall be let into an apartment unless their name appears on the lease of the apartment they wish to enter. Prior to allowing any person into an apartment, the lockout person will check the records in the office to verify the eligibility of the person requesting the lockout service.

## **Vandalism**

There is a \$200.00 reward given to any party apprehending vandals or, at the Board's discretion, for giving information leading to the identification and restitution of damages by vandals. Cost of the reward will be assigned to the offending party along with the actual costs of repairing the damage caused by the act or acts of vandalism. The Board of Directors shall be the judge of who shall get this reward and any appropriate division of such an award among more than one individual, taking the recommendation of the management into account.

There is a minimum \$200.00 fine plus repair expenses for any building vandalism. The fine must be paid or appealed to the Riverton office within 30 days after receiving notice of the fine. Fine appeal must be typed and less than 1000 words; the outcome of the appeal will be decided by the Marcy Park Board of Directors at the next board meeting. The Board's decision is final and binding. Repair expenses cannot be appealed and must be paid within the period decided by Riverton.



## **Pets**

Marcy Park allows individual apartments to house certain kinds of pets such as birds, fish, and cats. Marcy Park does not, however, permit dogs to be housed in apartments or on Marcy Park property.

Pets must be registered with the office and a deposit paid to the office. The kinds of pets, and the number which are allowed to be housed in Marcy Park are limited. Failure to register a pet or to house a pet which is not permitted will result in a \$300 fine and/or eviction.

Members wishing to house a pet should ask for a copy of the "Pet Policy" from the office.

## **Parking**

A Marcy Park Student Housing Cooperative parking pass is **required** in order to park in the 700 and 1000 Building parking lots. Renters park at their own risk of fire, theft or damage to their vehicle or its contents. Parking spaces cannot be used for storage space. All members must properly display the issued Marcy Park parking pass in the front window on their rear-view mirror. Marcy Park reserves the right to tow, move or disable a vehicle inappropriately parked. A parking pass will be issued to **one member per apartment** who owns an automobile or motorcycle. New members are responsible for registering their car with Riverton and obtaining their parking passes when they sign their leases. This is for the purpose of monitoring unauthorized vehicles and ensuring residents have spots to park. If a resident cannot find parking in either the 700 or 1000 Building parking lots they may call the Riverton office to report this issue and have an on-call member verify cars and tow offenders.

Marcy Park has no space available for guest parking. All guests of Marcy Park residents, residents and guests of surrounding buildings and residents *without* a parking pass **must** find on-street parking.

## **Towing and Parking Violations**

Vehicles parked in the Marcy Park lots which are either inappropriately parked or which do not have a Marcy Park parking sticker clearly visible, are subject to be towed. Any charges resulting from the disabling or towing of a vehicle are to be paid by the owner of that vehicle.

The Marcy Parking towing committee regularly patrols the lot to check for parking violations. The committee's contact info should be posted near the front entrance of both buildings.

### **Trash and Recycling**

Trash removal is included in the rent. Please place all items in the dumpsters. Do not leave any items including furniture next to the dumpsters. Any costs paid by Marcy Park to remove these items not in the dumpster will be transferred to the offending apartment.

There are blue recycling bins in the front lobbies, there are can/bottle and paper recycling bins near the dumpsters, there is a cardboard recycling dumpster near the trash dumpster of the 1000 building and there are battery recycling bins in the laundry rooms. Remove and throw away caps and lids from recyclable containers. Please also wash all food off items before recycling.

# Emergency Conditions

## **Storm Warnings**

In the event of severe weather such as tornadoes or severe windstorms, the Minneapolis emergency horns will sound. The closest one can be heard clearly under most circumstances. In the event of severe weather, stay away from windows or glass and turn off and unplug appliances. In the apartment, you should lie close to the floor and cover your head; the bathroom is the safest place. Do not go outside or near outside wall during severe weather.

## **Power Outages**

Power outages usually occur several times each year due to storms or other problems. The emergency generators will power the stairwell lights and hallways, but not your apartment. Keep a flashlight, portable radio, and extra batteries on hand. Do not use candles or matches if possible and exercise extreme caution if you do. Never leave a burning candle unattended in an apartment or any other area of Marcy Park.

## **Fire**

Upon discovery of a fire call 911 and give your address at Marcy Park (700 10<sup>th</sup> Ave. SE or 1000 8<sup>th</sup> Street SE, your floor and apartment number) and the details of the fire to the best of your knowledge.

Do not attempt to fight the fire if it jeopardizes your own safety. Try to evacuate the building as quickly as possible. Use the stairwells during a fire. If you are caught in heavy smoke, try to place a wet piece of cloth over your face for breathing and stay low to the ground where the smoke is less dense. Do not return to your apartment until the "all clear" is given by the fire department. For a grease fire, DO NOT throw water on it and instead cover with pan lid to put out.

When you are safely away from the fire, call the Riverton answering service and report the fire, and they will contact the management, who will assist the fire department.

### **Evacuation Plan**

It is your responsibility to familiarize yourself with Marcy Park evacuation plan. You should familiarize yourself with the location of the stairwells, fire extinguishers, and standpipe systems on your floor.

If you have a fire in your apartment, you should leave at once, closing all doors on your way out and staying as near to the floor as possible. If you are in your room with the door closed, first feel the door with the back of your hand. This will indicate the degree of heat on the other side of the door. If you find the door to be very hot, do not open it and attempt to escape. Stay in your room and open a window and call for help.

If you do not have a fire in your apartment, but there is one in the building, it is possible for you to stay inside until you are notified that it is necessary for you to leave. If the smoke is bad, place a wet towel underneath your door to help keep the smoke from entering.

### **Medical**

In the event of a medical emergency call 911. The fire department and an ambulance will respond to your aid. Give the dispatcher your address and apartment number. If possible, have someone meet the emergency personnel in the lobby to escort them to the injured party.

Do not try to move the injured person, but try to make the person as comfortable as possible. Cover the person with a jacket or blanket to help prevent shock.

Finally, call the Riverton answering service.

## **Bomb Threat**

If you receive a bomb threat to your apartment, you should call 911 and give them your name and address and what the person told you. After calling 911, call the answering service and they will notify the management. If you find a strange object, do not pick it up or attempt to move it, but clear the area.

## **Appendix**

### **History**

#### **Organizational Structure**

Board of directors  
Annual General Meeting (AGM)  
Open Meetings  
Relationship w/ Riverton

#### **Membership at the Marcy Park**

Eligibility  
Membership Fee  
Participation in governance

#### **Your Lease and Related Policies**

Your Lease  
Check-in Procedures  
Rent Payment  
Fees and Charges  
The First 12 Months  
Student Status Check  
Non-Student Spouses  
Guest Policy  
Prospective Members  
Subleasing  
Lease Termination  
Check-out Procedures  
Deposit  
Vacate Inspections  
Cleaning for Move Out  
Key Return

#### **Your Apartment**

Decorating  
Painting

Internet  
TV  
Telephone  
Circuit Breaker  
Water  
Plumbing  
Sinks  
Stove  
Smoke Detectors  
Carbon Monoxide Detectors  
Incense & Candle Policy  
Air Conditioning Units  
Carpet  
Windows  
Storage  
Work Orders  
Pest Control  
BANNED OBJECTS  
Renter's Insurance

#### **Common Spaces**

Smoke Free Building  
Use of Marcy Park Facilities  
Laundry  
Parties & Guests  
Barbecues  
Noise Control  
Security  
Lockout Procedures  
Vandalism  
Pets  
Parking  
Towing and Parking Violations  
Trash and Recycling

## **New Policies from the Marcy Park Board of Directors**

Throughout the year the Board of Directors may pass new policies and/or procedure. In such a case, the office will print out the new policies and attach them in this section. After you've received this handbook, keep an eye out for any new policies and ask the office for a copy, which you can attach in this section.

If new policies contradict policies listed in the earlier pages of this book, then the new policies overrule the old.

# Local Contacts

**Police, Fire Department, and Medical First Responders**  
**911**

**Riverton Office**  
**(612) 331-3911**

**XCEL Energy**  
(To report power outages)  
**1-800-895-1999**

**Comcast**  
**1-888-895-6504**

**Metro Transit (Bus Information)**  
**(612) 373-3333**



**Visit our Blog for more info on the Cooperative!**  
**[RivertonCommunity.WordPress.com](http://RivertonCommunity.WordPress.com)**