Payments for Council Approval					
Bills to be approved for payment	***Invoices for 2024***				$11,204.80
Electronic Payroll Payments					$0.00
Payroll City Staff - January 2, 2025					
Total to be Approved for Payment					$11,204.80

Vendor	Comment	Fund	Invoice	Inv Date	Total
AMAZON	3/8" AND 1/2" PNEUMATIC BOLT CRUSHERS	E 120-4325-2400	1D1T-4GJF-D196	12/24/2024	$16.88
AMAZON	AFF TORQUE LIMITING EXTENSION, 1/2" DRIVE	E 602-4947-2400	1D1T-4GJF-D196	12/24/2024	$19.67
AMAZON	AFF TORQUE LIMITING EXTENSION, 1/2" DRIVE	E 120-4320-2208	1336-MN7H-FPLQ	12/25/2024	$129.78
ANOKA COUNTY TREASURY OFFICE	POSTAGE & BALLOTS 2024 ELECTIONS	E 100-4100-1150	ELEC12262408	12/27/2024	$79.73
ANOKA COUNTY TREASURY OFFICE	Q3 2024 TRAFFIC SIGNAL MAINTENANCE	E 120-4190-2225	HWYSQ32024	12/31/2024	$466.28
ASHLEYS SPARKLING CLEAN	DECEMBER 2024 CLEANING SERVICE	E 100-4195-3170	CITYOF-0002	12/23/2024	$140.00
BRADY BAKER	Q4 2024 CELL PHONE REIMBURSEMENT	E 120-4325-3210		12/31/2024	$162.27
CARSON CLELLAND & SCHREDER	DECEMBER 2024 - FLAT FEE	E 100-4160-3040	6779	12/27/2024	$1,519.82
CHARLES DAVIS	MILEAGE REIMBURSEMENT JULY 24- DECEMBER 24	E 100-4100-3310		12/31/2024	$284.08
CONNEXUS ENERGY	ELECTRIC - CITY HALL	E 100-4194-3810		12/27/2024	$283.54
CONNEXUS ENERGY	ELECTRIC - SENIOR CENTER	E 100-4195-3810		12/27/2024	$71.42
CONNEXUS ENERGY	ELECTRIC - CITY HALL 4 LITES	E 100-4194-3810		12/27/2024	$41.73
CONNEXUS ENERGY	ELECTRIC - PARK LIGHTS	E 150-4520-3810		12/27/2024	$36.69
CONNEXUS ENERGY	ELECTRIC - FIRE HALL	E 142-4230-3810		12/27/2024	$165.34
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #1	E 602-4947-3810		12/27/2024	$123.50
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #2	E 602-4947-3810		12/27/2024	$61.74
CONNEXUS ENERGY	ELECTRIC - WELL #1	E 601-4940-3810		12/27/2024	$222.89
CONNEXUS ENERGY	ELECTRIC - WELL #3 ZIEGLER	E 601-4940-3810		12/27/2024	$452.01
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #4	E 602-4947-3810		12/27/2024	$125.36
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #5	E 602-4947-3810		12/27/2024	$67.22
CONNEXUS ENERGY	ELECTRIC - PW BUILDING	E 120-4325-3810		12/27/2024	$555.63
CONNEXUS ENERGY	ELECTRIC - WELL #2	E 601-4940-3810		12/27/2024	$600.96
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #3	E 602-4947-3810		12/27/2024	$87.04
CONNEXUS ENERGY	ELECTRIC - CITY HALL SIGN	E 100-4194-3810		12/27/2024	$30.76
CONNEXUS ENERGY	ELECTRIC - ROUNDABOUT KRB	E 120-4190-3810		12/27/2024	$135.88
CONNEXUS ENERGY	ELECTRIC - LAKE DRIVE ROUNDABOUT	E 120-4190-3810		12/27/2024	$188.91
CONNEXUS ENERGY	ELECTRIC - BROADWAY/LEXINGTON	E 120-4190-3810		12/27/2024	$50.45
CONNEXUS ENERGY	ELECTRIC - LIFT STATION #6	E 602-4947-3810		12/27/2024	$63.35
CONNEXUS ENERGY	ELECTRIC - 97/HORNSBY SIGNAL	E 120-4190-3810		12/27/2024	$73.90
CONNEXUS ENERGY	ELECTRIC - 97/HORNSBY LT CABIN	E 120-4190-3810		12/27/2024	$59.16
CONNEXUS ENERGY	ELECTRIC - PARK SHELTER POWER	E 150-4520-3810		12/27/2024	$14.50
HAWKINS	150 LB CHLORINE CYLINDER	E 604-4940-2160	6938553	12/15/2024	$10.00
JAMES WINDINGSTAD	Q4 2024 CELL PHONE REIMBURSEMENT	E 120-4325-3210		12/31/2024	$162.27

LT CLEANING SERVICES	CITY HALL CLEANING SERVICES OCT 3,12,19,26, NOV 2,9,16,23,30, DEC 7,14,2	E 100-4194-3170		12/31/2024	$1,300.00
LT CLEANING SERVICES	PW CLEANING SERVICES OCT 16, NOV 3, NOV 27, DEC 26	E 120-4323-3170		12/31/2024	$700.00
LT CLEANING SERVICES	FIRE HALL CLEANING SERVICES OCT 16, NOV 27, DEC 26	E 142-4230-3170		12/31/2024	$150.00
PARAGON DEVELOPMENT SYSTEMS	SERVICES PROVIDED BY P JORGENSEN (NOVEMBER 2024)	E 100-4100-3170	5099351	12/20/2024	$2,227.50
TIM SAWATZKY	Q4 2024 CELL PHONE REIMBURSEMENT	E 120-4325-3210		12/31/2024	$162.27
WILLIAM KARTH	Q4 2024 CELL PHONE REIMBURSEMENT	E 120-4325-3210		12/31/2024	$162.27
			Bills to be approved for payment		**$11,204.80**

Payments for Council Approval					
Bills to be approved for payment	***Invoices for 2025***				$571,609.53
Electronic Payroll Payments					$15,649.98
Payroll City Staff - January 2, 2025					$22,068.98
Total to be Approved for Payment					$609,328.49

Vendor	Comment	Fund	Invoice	Inv Date	Total
CLEARGOV	DIGITAL BUDGET BOOK SUITE - RENEWAL 1/1/25-12/31/25	E 100-4100-2010	2024-16160	1/1/2025	$5,500.00
FOREST LAKE PRINTING	EXPENSE FORMS - 10 PADS OF 50	E 100-4100-2000	21659	12/31/2024	$168.50
LEAGUE OF MINNESOTA CITIES	MEMBERSHIP DUES 1/1/25-12/31/25	E 100-4100-4335	419485	1/1/2025	$5,381.00
METROPOLITAN COUNCIL	WASTE WATER SERVICE DEF REV JANUARY 2025	E 602-4947-3850	1180159	12/2/2024	$5,818.82
MN DEED	DEED CDAP-18-0075-H-FY19 PMNT #65 JANUARY 2025	E 210-4700-6000		1/1/2025	$11,482.14
MN RURAL WATER ASSOCIATION	MEMBERSHIP FEBUARY 2025-JANUARY 2026	E 601-4940-4335		1/1/2025	$225.00
MN RURAL WATER ASSOCIATION	MEMBERSHIP FEBUARY 2025-JANUARY 2026	E 602-4947-4335		1/1/2025	$225.00
NCPERS GROUP LIFE INS	GROUP LIFE INSURANCE PREMIUM FOR JANUARY 2025	G 100-21705	3.976E+11	1/1/2025	$48.00
PARAGON DEVELOPMENT SYSTEMS	FORTICO-TERM SERVICE 12/30/2024-12/30/2025	E 100-4100-2010	502322127	12/16/2024	$1,114.19
SUNRISE RIVER WMO	JP AGREEMENT 2025	E 250-4285-3100		1/1/2025	$10,052.63
US BANK 2018A	Debt Srv Bond Principal	E 308-4720-6010			$14,950.00
US BANK 2018A	Bond Interest	E 308-4720-6110			$2,456.19
US BANK 2018A	Debt Srv Bond Principal	E 308-4721-6010			$54,050.00
US BANK 2018A	Bond Interest	E 308-4721-6110			$8,880.06
US BANK 2018A	Debt Srv Bond Principal	E 308-4722-6010			$23,000.00
US BANK 2018A	Bond Interest	E 308-4722-6110			$3,778.75
US BANK 2018A	Debt Srv Bond Principal	E 308-4723-6010			$10,350.00
US BANK 2018A	Bond Interest	E 308-4723-6110			$1,700.44
US BANK 2018A	Debt Srv Bond Principal	E 308-4724-6010			$12,650.00
US BANK 2018A	Bond Interest	E 308-4724-6110			$2,078.31
US BANK 2020A	Debt Srv Bond Principal	E 360-4700-6010			$205,000.00
US BANK 2020A	Bond Interest	E 360-4700-6110			$26,355.00
US BANK 2021A	Debt Srv Bond Principal	E 377-4726-6010			$105,000.00
US BANK 2021A	Bond Interest	E 377-4726-6110			$14,575.00
US BANK 2014A	Debt Srv Bond Principal	E 314-4700-6010			$46,000.00
US BANK 2014A	Bond Interest	E 314-4700-6110			$770.50
				Bills to be approved for payment	**$571,609.53**

ELECTRONIC PAYMENTS - PAYMENT SUMMARY JANUARY 2 2025

Vendor	Comment	Fund	Invoice	Inv Date	Total
MINNESOTA DEPT OF REVENUE	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21702		1/2/2025	$1,694.20
INTERNAL REVENUE SERVICE	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21701		1/2/2025	$3,265.81
INTERNAL REVENUE SERVICE	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21703		1/2/2025	$5,054.90
PERA	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21704		1/2/2025	$4,410.07
MSRS	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21705		1/2/2025	$525.00
MSRS	PP 12/14/24-12/27/24 PP#1 PAID DATE: 01.02.25	G 100-21710		1/2/2025	$700.00
			Electronic Payroll Payments		**$15,649.98**

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: B.3

Agenda Item: Consent Agenda – Designation of Official Newspaper

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Agenda Item Summary:
The Forest Lake Times has requested designation as the official newspaper for the City of Columbus for 2025. We have received no requests from any other publications. The City has named the Forest Lake Times as the official newspaper for many years and this publication is easily accessible in both on-line and print versions to the residents of Columbus.

Attachment(s):
Attachment 1 – Forest Lake Times Letter of Request

Forest Lake Times

APG EAST CENTRAL MINNESOTA

RECEIVED
NOV 20 2024
City of Columbus

234 S Main Street, Cambridge, MN 55008 | 763-691-6001 publicnotice@apgecm.com

November 13, 2025

Elizabeth Mursko
City of Columbus
16319 Kettle River Blvd NE
Forest Lake, MN 55025

Dear Ms. Mursko and City County Members,

The **Forest Lake Times** would like to bid for legal printing status as the designated Official Newspaper for the City of Columbus. The **Forest Lake Times** is qualified by the State of Minnesota as a Legal Newspaper under Minnesota Statutes Section 331A.02, subdivision 1.

The bid to publish legal notices in the **Forest Lake Times** for the year 2025 will be $6.30 per column inch with 7 point type and 9 lines per inch. The notices will also be posted on our website, www.forestlaketimes.com at no charge to the city. ***All notices will also be published in the St. Croix Valley Peach at no additional charge and are available to the public at no cost to them.***

We would prefer legal notices emailed to publicnotice@apgecm .com. The deadline is 3:00 Monday for Thursday's edition, early deadlines apply during a holiday week. One affidavit will be provided to you at no cost.

We appreciate the longstanding relationship the **Forest Lake Times** has had with the City of Columbus and we look forward to continuing to serve the residents of Columbus.

Sincerely,

Tonya Orbeck

Tonya Orbeck

Legal Notice Department Manager
ECM Publishers, Inc. /Adams Publishing Group

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.1

Agenda Item: Anoka County Sheriff's Office (ACSO) Reports

Agenda Item Summary:
Sheriff Brad Wise will provide an overview of ACSO activities in 2024.

Lieutenant Jessica Slavik will present the October- December 2024 ACSO report and introduce the deputies assigned to Columbus for 2025.

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.3

Agenda Item: Letter of Resignation

Agenda Item Summary:
Ron Hanegraaf submitted his letter of resignation from his City Council seat to the City Administrator effective January 8, 2025 and in turn the letter has been cc'd to the City Council.

Resolution 2025-01 (Attachment 1) is requested for approval by Council as the recorded acceptance of the resignation.

Attachment(s):
Attachment 1 – Letter of Resignation
Attachment 2 – Resolution 2025 - 01

January 8, 2025

Jack Davis

Columbus City Administrator

16319 Kettle River Blvd

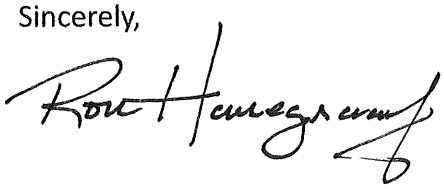
Columbus MN 55025

Dear Mr. Davis,

I am writing to inform you of my decision to resign from my position on the city council effective January 8, 2025. My reason for resigning is due to being elected Mayor of Columbus on November 5th, 2024.

I trust that this letter will start the transition towards the new position.

Sincerely,



RESOLUTION 25-01

CITY OF COLUMBUS
COUNTY OF ANOKA
STATE OF MINNESOTA

A RESOLUTION ACCEPTING THE RESIGNATION OF COLUMBUS CITY COUNCIL MEMBER RON HANEGRAAF

WHEREAS, Ron Hanegraaf has submitted his resignation from his City Council seat on the Columbus City Council effective January 8, 2025;

NOW, THEREFORE, **BE IT RESOLVED** that the City Council of the City of Columbus, Minnesota; By this resolution, accepts the resignation.

Passed and adopted by the City Council of the City of Columbus on this 8th day of January 2025.

By: _____
Ron Hanegraaf
Its: Mayor

ATTEST:

_____
Jack Davis
City Administrator

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.4

Agenda Item: Resolution 25 - 02

Agenda Item Summary:

City Council Member Ron Hanegraaf was elected as the Mayor of the City of Columbus on November 5, 2024.

As a result of his election to this post, Mr. Hanegraaf, a sitting City Councilperson whose term expires on December 31, 2026, has resigned this position by notice to the City Administrator effective January 8, 2025.

Mr. Hanegraaf is required to resign his Council seat prior to be sworn into the office of Mayor of the City of Columbus.

In this case, the resignation of Mr. Hanegraaf supports the existence of the vacancy of his council seat and Council should pass a resolution declaring Mr. Hanegraaf's Council seat vacant and fill it as soon as possible.

Attachment(s):
Attachment 1 – Resolution 2025 - 02

RESOLUTION 25-02

A RESOLUTION DECLARING A CITY COUCIL SEAT VACANCY ON THE COLUMBUS CITY COUNCIL

WHEREAS, Ron Hanegraaf has submitted his resignation from his City Council seat on the Columbus City Council effective January 8, 2025; and

WHEREAS, the Columbus City Council by Resolution 25-01 has accepted this resignation; and,

WHEREAS, this resignation has created a vacancy on City Council; and

WHEREAS, the Columbus City Council declares this vacancy and shall determine the process for filling the position;

NOW THEREFORE, **BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF Columbus, MINNESOTA AS FOLLOWS:

1. Council declares that a vacancy exists for the seat previously held by Ron Hanegraaf on the Columbus City Council and intends to fill this position at the January 8, 2025 Columbus City Council Meeting.

Passed and adopted by the City Council of the City of Columbus on this 8th day of January 2025.

By: _____
Ron Hanegraaf
Its: Mayor

ATTEST:

_____
Jack Davis
City Administrator

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.5

Agenda Item: City Council Vacancy Appointment

Agenda Item Summary:
Ron Hanegraaf submitted his letter of resignation as a City Councilperson from the Columbus City Council and has been sworn in as the Mayor of the City of Columbus. The City Council has accepted the resignation of Mr. Hanegraaf (See Resolution 25-01, Item C.3) and declared a vacancy for Mr. Hanegraaf's Council seat (See Resolution 25-02, Item C,4). City Council must now determine the process for selecting Mr. Hanegraaf's replacement.

Minnesota law is silent on the appointment process and, thus, the City Council may decide how it will determine appointments.

State law provides that statutory city councils make the appointment to fill a vacancy, except in the case of a tie vote when the mayor makes the appointment. That means all members of the council, including the mayor, can vote on the appointment. As long as at least a quorum of the council is present, a majority vote of those present is sufficient to make the appointment.

The council may appoint any individual who is eligible for election to that office. Generally, to be eligible a person must be a U.S. citizen, a resident of the city, and at least 21 years old. The council may, but is not obligated to, appoint any candidate previously defeated in an election for the office. A resigning council member may not vote on the appointment of the successor to that vacancy. A council member

who is elected mayor, however, may participate in the appointment vote to fill the vacancy in his or her former council position.

Staff recommends Council fill the City Council vacancy as soon as possible by a process to be determined.

Attachment(s):

Attachment 1 – LMC Summary of Appointment Process for City Council Vacancies – Handbook for Minnesota Cities, Chapter 6.

Item C.4, Attachment 1

Resignation Minn. Stat. § 351.02(2). Minn. Stat. § 351.01, subd. 1.

A resigning elected public official must submit a written resignation to the council. After receiving a resignation, the council should pass a resolution stating it has received and accepted the resignation, and declaring that a vacancy exists. RELEVANT LINKS: League of Minnesota Cities Handbook for Minnesota Cities 8/30/2024 Elected Officials and Council Structure and Role Chapter 6 | Page 6 Minn. Stat. § 351.01, subds. 2, 3, and 4. See informal A.G. letter opinion dated Mar. 3, 2003 (advising that Minnesota law does not require that a written resignation be "received" by the council during a formal meeting in order to be effective).

Unless the resignation expressly states it is to take effect at a future date, the resignation will be effective when received by the council. If the resignation states it takes effect on a specified date, the vacancy occurs on that date if it has been received by the council or other official authorized by the council to receive documents on its behalf even if the council has not formally accepted it at a council meeting. To withdraw a prospective resignation, the resigning officer must submit a written statement of withdrawal in the same manner as the resignation. In order to be effective, the withdrawal must be received before the council accepts the resignation by resolution or before an officer authorized to receive it has issued a written acceptance. 3. Removal by operation of l

F. Filling vacancies Minn. Stat. § 412.02, subd. 2a. A.G. Op. 59a-30 (July 24, 1996). See Accepting Council Member Resignation and Declaring a Vacancy, LMC Model Resolution. While a council might identify and declare the facts giving rise to a vacancy, for all practical purposes they occur automatically and are not based upon any removal action. Because the council must fill vacancies in elective offices, it should determine whether a vacancy exists. After investigating the facts, the council should pass a resolution declaring a vacancy and then fill it as soon as possible.

Minn. Stat. § 412.02, subd. 2a. A.G. Op. 471-M (Oct. 30, 1986). State law provides that statutory city councils make the appointment to fill a vacancy, except in the case of a tie vote when the mayor makes the appointment. That means all members of the council, including the mayor, can vote on the appointment. And as long as at least a quorum of the council is present, a majority vote of those present is sufficient to make the appointment.

Minn. Stat. § 412.121. Minn. Stat. § 471.46. State law does not place any limitation on a mayor's ability to make an appointment in the case of a tie vote. As a result, the mayor can

appoint any qualified person willing to fill the vacancy even if that person was not the subject of the original appointment vote. If the vacancy is for the mayor's office and the council casts a tie vote, the acting mayor should make the appointment. The acting mayor may not, however, appoint himself or herself. Minn. Const. art. VII, § 6. The council may appoint any individual who is eligible for election to that office. Generally, to be eligible a person must be a U.S. citizen, a resident of the city, a qualified city voter, and at least 21 years old. The council is not obligated to appoint any candidate previously defeated in an election for the office.

Minn. Stat. § 415.15. A.G. Op. 471-M (Dec. 27, 1977). A resigning council member may not vote on the appointment of the successor to that vacancy. A council member who is elected mayor, however, may participate in the appointment vote to fill the vacancy in his or her former council position.

Under certain circumstances, individuals appointed to fill council vacancies serve on a temporary basis, and the city must hold a special election to elect a permanent replacement to fill the vacancy. Two factors determine whether an election is required: first, whether filing has opened for the next regular city election, and second, the length of the unexpired portion of the term at the time of the vacancy.

Minn. Stat. § 412.02, subd. 2a. If the vacancy occurs on or after the first day to file as a candidate for the next regular city election or if less than two years remain in the unexpired term, the city does not need to hold a special election, and the appointed person can serve out the remainder of the unexpired term. In the alternative, if the vacancy occurs before the first day to file as a candidate for the next regular city election and more than two years remain in the unexpired term, the city must hold a special election to fill the council vacancy at or before the next regular city election, and the person elected will serve out the remainder of the unexpired term.

Minn. Stat. § 412.02, subd. 2a. See LMC information memo, City Special Elections, for more information. If the council chooses to hold a special election to fill a vacancy at a time other than at the regular city election, it must first adopt an ordinance specifying the circumstances under which such an election will be held.

Minn. Stat. § 412.02, subd. 2. Minn. Stat. § 205.07, subd. 1a. A.G. Op. 471-M (Nov. 23, 1999). State law generally provides that the terms of elected city officials begin on the first Monday in January following the election. However, the attorney general has advised that a person elected to fill a vacancy is eligible to qualify and assume office upon receipt of an election certificate.

Source: League of Minnesota Cities - Handbook for Cities; Chapter 6

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.6

Agenda Item: Commission, Committee and Board Liaison Appointments and Assignments

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Agenda Item Summary:
Assignments of City Councilpersons to Commissions, Committees, Authorities, WMO's and other public advisory boards as liaisons or members are recommended by the Mayor and confirmed by the City Council. The following are the Commission, Authority, Committee and appointed positions recommended by Mayor Hanegraaf for consideration:

Deputy Mayor: The Deputy Mayor performs the duties of the Mayor in his/her absence. Councilperson _____is recommended for appointment to this position for 2025.

Commission/Board/Committee Assignments: The Planning Commission and Parks Board have a Council Member assigned as a liaison non-voting member. The purpose is to provide a direct link and communication between the Council and Commission/Board and provide a historical perspective to issues and items affecting those bodies. Councilperson_____ is recommended for appointment as the 2025 Council Liaison to the Parks Board. Alternate _____. The Parks Board meets on the third Tuesday of every other month or as needed.

The Planning Commission Liaison(s) serve on a quarterly rotating schedule. Councilperson _____is recommended

for January – March appointment followed by _____ for April - June;_____for July - September;_____for October – December _____,as the 2025 Council Liaisons to the Planning Commission. The Planning Commission meets on the first and third Wednesday of the month or as needed.

Fire Department: Councilpersons_____ are recommended for appointment as the 2025 Council Liaisons to the Fire Department. The Fire Department meets as noticed by the adoption of the Forest Lake/Columbus Fire Board meeting schedule.

Police Department: A Council Member is assigned as the Liaison to the Anoka County Sheriff's Department. Councilperson_____is recommended for this liaison position. Meetings are scheduled as needed.

Public Works Advisory Board: A Council Member is assigned as the Liaison to the Public Works Advisory Board. Councilperson_____is recommended for this liaison position. Alternate _____. Meetings are scheduled as needed.

Sunrise River Water Management Organizations(WMO): The City is statutorily required to participate in the watershed management organizations (WMO's) to review, develop and approve water management plans and budgets for the basin area. The City belongs to the Sunrise River WMO and appoints a Councilperson and a citizen member to the WMO. Councilmember Janet Hegland and citizen member Tim Melchior are recommended for these positions. The SRWMO meets bi-monthly with notices provided in advance of the meeting with agenda materials.

The City is also required to be members of the Rice and Coon Creek Water Management Districts (WMD's). Members on this board are appointed by Anoka County. Steve Wagamon is the Columbus representative on the Rice Creek Water Management District.

Forest Lake Cable Commission

Forest Lake and Columbus established a four member Forest Lake Cable Commission (FLCC) that sets policy for this local public station. Each city appoints a city council member and citizen representative. The Cable Commission meets bi-monthly on the 3rd Thursday of the month. Councilperson _____ is recommended as the city council member to serve on this Commission. Jeff Duraine is the Columbus citizen member of this board and his term expires on December 31, 2025.

Personnel Committee: The City Personnel Committee reviews matters relating to policies and practices, compensation and benefits, employee relations, staffing, organizational structure and advises the Council on these issues. Councilperson_____ ,City Administrator Jack Davis and _____are recommended for the 2025 appointments to this committee.

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.7

Agenda Item: City of Columbus Community Center Rental Agreement

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Agenda Item Summary:

The City Community Center and the City Park are intended to serve the public for certain events and/or gatherings by providing spaces suitable for approved public activities. Columbus City Hall is generally not available for these uses and is made available only upon special consent of the City. As these are public facilities, the public is encouraged to use them. For those uses that require reservations to ensure availability. The attached policy (Attachment 1) is recommended for adoption to provide a standard set of requirements for facility rental.

Attachment(s):

Attachment 1 – Community Center Rental Policy 25-01

Attachment 2 – Community Center Rental Application

POLICY 25 - 01

POLICY REGULATING THE USE OF THE

CITY OF COLUMBUS PUBLIC FACILITIES

(Effective and Approved ~~March XX, 2022~~)

January XX, 2025

GENERAL

The City has two public facilities, the Community Center and the City Pak, which are intended to serve the public for certain events or gatherings by providing spaces suitable for approved public activities. Columbus City Hall is generally not available for these uses and is made available only upon special consent of the City. As the city funds these facilities, the public is encouraged to use them.

The following policy is designed to promote orderly and appropriate use of these public facilities. Failure to conform to this policy for use of the facility shall be cause for forfeiture of future use privileges.

WHO MAY USE THE PUBLIC BUILDINGS

The public facilities shall normally be available for use by the general public, area civic, charitable or non-profit organizations and for public and private meetings. They may also be used, subject to availability, for private parties. They shall not be used for private ceremonies or for private profit-making activities or any other activity not consistent with the general purpose of the building or these policies.

Routine use (weekly or bi-weekly) shall occur only with specific approval of the City Administrator.

Use by political groups shall require specific approval by the City Administrator.

AVAILABILITY AND PRIORITY

All public buildings shall be closed on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Approved reservation times and dates shall be adhered to. There shall be no subletting or assignment of reservations except by a City designee.

Priority of Use:

1) Columbus City Council and Commissions appointed by the City Council
2) Groups or organizations that receive permission from the City Council for regularly scheduled meetings
3) Other applicants on a first-come, first- served basis

The City reserves the right to cancel any reserved meeting or event, without any cost to the City, if it becomes necessary in an emergency to schedule a special governmental associated meeting or event.

APPLICATION

All parties wishing to rent a public facility must complete an application and submit it to the City at least two weeks prior to the requested reservation date. An application needs to be completed once annually for organizations using the facilities periodically during the year. Fees and deposits shall be paid at the time of application according to the fee schedule as established by the Council.

The request will be reviewed in light of these guidelines and the availability of the facilities. The person designated by the City shall approve or decline the application in a timely manner.

The person signing the application is deemed to be the representative of the group or organization using the public facility and shall be responsible for compliance with all City policies. An applicant to rent or reserve use of a public facility must be a person 18 years of age or older.

FEES AND DEPOSITS

Fees and deposits shall be paid at the time of submitting a rental application according to the fee schedule as established by the Council.

The fee may be waived for 50l(c)3 non-profit organizations, community volunteer service organizations, or applicants who have performed a commensurate service to the City. No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid.

If the rental is cancelled less than ten (10) days' notice of the event, the refund will be 10% of the fees.

The damage deposit shall be refunded after the event provided no damage is done, all areas used are left in a clean acceptable condition. The applicant is responsible for any damage expense that exceeds the deposit.

ACCESS TO THE FACILITY

The applicant shall contact the City offices on the day of, or business day prior to, the meeting or event to arrange entrance into the building.

DRAFT

SMOKING AND ALCOHOL USE

Columbus public buildings are smoke free facilities. Smoking is prohibited in all areas. **No** alcohol is allowed on the premises.

GAMBLING

No gambling of any kind shall be allowed except lawfully excluded bingo and exempt gambling.

SPECIAL RULES AND REGULATIONS

The Columbus City Council shall adopt from time to time as it deems appropriate special rules and regulations pertaining to the specific uses of the public buildings. The Council shall also adopt a fee schedule for the rental of the Public Buildings. The policies and the fee schedule shall be available to the public and a copy given to all rental applicants.

LIABILITY

The City of Columbus or any of its employees or agents of the City shall not be liable for any loss, damage, injury or illness incurred by any user of the facility.

FOOD AND BEVERAGES

Food and beverages are allowed as long as this policy is followed. The kitchen in the Community/Sr. Center is a food catering facility only, not a preparation center. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.). Applicant shall provide containers for leftovers. All food and beverages must be removed.

CLEAN UP REGULATIONS

1) No rice or confetti shall be allowed on premises.

2) No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.

3) At the end of the use of the facility it must be cleaned and returned to its original condition. The check-out procedure includes disposing of garbage and placing it in a designated area, wiping off tables and chairs to remove all food and spills.

4) Doors shall be unlocked during the meeting or event. At the end of the meeting, all lights shall be turned off and the doors will be locked by the City.

DRAFT

COLUMBUS COMMUNITY CENTER RESERVATION

16319 Kettle River Blvd., Columbus, MN 55025

651-419-9010

COLUMBUS
Rural Nature. Urban Access.

APPLICANT INFORMATION

_____ _____

Applicant's Name (please print) Date of Application

_____ _____

Applicant's Address Phone Number

_____ _____

City, State, Zip Cell Phone Number

_____

Email Address

Please provide detailed description of use:

_____

_____

_____

Room Reservation Request

Hours of Use: Monday - Sunday 8:00 a.m. – 8:00 p.m.

Day	Date	Est. # of Attendees *Maximum Occupancy -75	Time Requested (am/pm)	How many tables needed? (6 or 8 feet)	How many chairs needed?

Scheduling

Reservations are available on a first request basis. Do not consider the request confirmed until you have fully paid and have received a confirmation and receipt.

Resident fees apply to Columbus residents and businesses located within the City of Columbus. Non-resident fees apply to any individual, groups or businesses, not located within Columbus. Fees for corporate events are based on location of the corporation or business; not the individual reserving the space.

Cancellation Policy

Less than 10-day notice – 10% refund of fees.

General Rules

The rules and regulations of the facility must be shared with all parties involved with facilitating the use. You are welcome to bring coffee or food into the Community Room. Dishes and utensils are not included. There are no facilities to prepare food on the premises but there is a sink and counter space. Renters may use only the space reserved and approved on the facility sales receipt.

- Applicant is responsible for setting up the room prior to the scheduled meeting.
- Applicant agrees to leave the space as it was found, including returning any moved items to their original location(s).
- **No alcoholic** beverages are allowed on the premises.
- Please clean up spills as quickly as possible and place trash in the waste receptacles.
- The Columbus Community Center is a smoke-free building (including E-cigarettes)**.**
- Open flames are prohibited.
- Gambling is prohibited without a gambling license.
- Applicant agrees to hold the City harmless from all claims arising from the use of City facilities.
- Applicant shall comply with all city ordinances, state statutes, federal laws and the established rules for use which apply to the authorized use of the Community Center.
- Permits may not be assigned, transferred or sub-let to anyone other than the applicant.
- The applicant's group representative shall assume full responsibility for the conduct of the group during the scheduled meeting time.
- Items may not be attached to walls or ceilings.

General Information

- Restrooms are located in the Community Center.
- Children must be under the direct supervision of an adult at all times.

Fees

___ $50.00 Meeting fee (includes tax).
___ $250.00 fee for use of room up to 4 hours by residents of the City (includes tax).
___ $300.00 fee for use of room up to 4 hours by non-residents of the City (includes tax).
___ $140.00 cleaning fee w/o kitchen use (includes tax).
___ $150 refundable damage deposit applicable for all meeting room reservations (will be refunded upon satisfactory inspection of the room).

Liability/Insurance

The City of Columbus may require the user to furnish a certificate of liability insurance in the minimum amounts of $50,000 to $300,000 for bodily injury and $25,000 for property.

Any group, individual, or organization using the Columbus Community Center shall agree to compensate the City of Columbus for all damages to facilities, equipment, or other property owned by the City, and to assume all liability for any personal injuries, including death caused by participants.

The permit holder will be responsible for reimbursement of damages, including those in excess of the deposit.

The City reserves the right to deny, change, or cancel meeting room reservations.
By signing this agreement, the renter affirms that they have read and understand the agreement and all regulations within this application form. They also agree to notify all parties involved with the event of the stated terms and conditions.

_____ _____
Applicant's Name (printed) Date

_____ _____
Applicant's Signature Date

Date paid _____ Receipt #_____ Check #_____ Deposit Ck#_____

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: C.8

Agenda Item: Set Date for 2025 Local Board of Appeals and Equalization Meeting

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Agenda Item Summary:

City Council is required to set the 2025 Local Board of Appeals and Equalization (LBA&E) meeting date. We have been requested by the County to submit two dates as our choices for the meeting. Both of our choices must fall between the dates of April 14, 2024 through May 5, 2024. Any week night within that date range is available except for April 16, 2024.

Minnesota law requires that at least one member of each board must have completed training provided by the Department of Revenue within the last four years. Councilpersons desiring training must complete the Department's on-line course by February 1 of the year in which appeals will be heard to be qualified as certified for that year.

Mayor Hanegraaf and Councilperson Hegland have completed their training and are certified through July 1, 2026

Staff recommends that City Council set April 15 and April 29, 2025 as the dates as the preferred and secondary dates for the 2025 City of Coumbus LBA&E meeting.

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: D.1

Agenda Item: Bolten & Menk Professional Services Agreement

Agenda Item Summary:
The proposed Agreement for Professional Engineering Services between Bolton and Menk and the City of Columbus is exhibited in Attachment 1.

This is the same as the previous contract, with the exception of the following revisions:

- Change in address for the Bolton & Menk office from Ramsey to Oakdale.
- Change the City Engineer designation from Kevin Bittner to Brian Bachmeier.
- Change in the hourly rates. The first ten hours was changed from $90/hour to $100/hour to account for some of the increased personnel costs since 2020, which works out to a little over 2% per year.
- Change in the term dates.

This contract would be for 3 years and costs involved with the transition between the change from Kevin Bittner to Brian Bachmeier will be borne by Bolton & Menk.

Attachment(s):
Attachment 1 – Professional Engineering Services Agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTING CITY ENGINEERING SERVICES

CITY OF COLUMBUS, MINNESOTA

This Agreement, made this _____ day of _____, 2025, by and between CITY OF COLUMBUS, 16319 Kettle River Boulevard, hereinafter referred to as CITY or CLIENT, and BOLTON & MENK, INC., 3507 High Point Drive North, Bldg. 1 Suite E130, Oakdale, MN 55128, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional engineering and surveying services in association with providing Consulting City Engineering Services and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform professional services and shall serve in the position as City Engineer under the direction of the City Administrator and provide City Engineering Services as described in Exhibit I.

B. The CONSULTANT agrees to assign an experienced licensed professional engineer from its staff to be the designated City Engineer and perform the required services and to provide such other staff as may be appropriate or necessary to complete requested services.

C. For the term of the Agreement, CONSULTANT and CITY hereby designate and appoint Brian J. Bachmeier, P.E. (Minnesota License 18248), as the designated City Engineer.

D. Upon mutual Agreement of the parties hereto, Project Specific Services and/or Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility Agreements, environmental reviews, and zoning limitations. The CLIENT will assist the CONSULTANT in determining the extent to which the information provided may be relied upon

to perform CONSULTANT'S services. CONSULTANT acknowledges and agrees that the CLIENT will, in all cases, be the exclusive owner of all information provided to CONSULTANT for CONSULTANT'S use pursuant to this Agreement.

C. The CLIENT will work with the CONSULTANT to obtain entry upon both public and private lands affected by and associated with CONSULTANT'S services.

D. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to CONSULTANT'S services.

E. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of CONSULTANT'S services.

F. The CLIENT will work with the CONSULTANT as needed to apply for any and all regulatory permits required for the proper and legal execution of CONSULTANT'S services.

G. The CLIENT will hire, when reasonably requested by the CONSULTANT, an independent testing company to perform laboratory and material testing services, and soil investigation that can be justified to complete a proper design and the CONSULTANT'S services. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

(Remainder of this page intentionally left blank)

SECTION III - COMPENSATION FOR SERVICES

A. COMPENSATION METHODOLOGY

Compensation for all services performed by the CONSULTANT on behalf of the CLIENT in accordance with Exhibit I will be on an hourly basis in accordance with the 2025 Schedule of Fees included below. When a scope of work can be clearly defined, a not-to-exceed compensation limit will be provided.

B. GENERAL ENGINEERING SERVICES

1. The first ten (10) hours per month of general engineering services as described in Exhibit I and performed by the designated City Engineer will be billed at the Special Rate of $100 per hour.

2. Should the designated City Engineer have less than 10 hours of general engineering time in any given month, the balance of hours less than 10 shall be applied to any other staff member of the CONSULTANT who has general engineering time and who has a regular billing rate in excess of the Special Rate.

3. If the CONSULTANT performs less than 10 hours of general engineering services in any given month, the CLIENT will be charged for the actual number of hours worked at the Special Rate.

C. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, private development services, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as “Project” or “project”) associated with that Task Order or Addendum.

2. Scope, schedule and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.

3. Project Specific Services shall be compensated in accordance with Section III.A1 and as expressly set forth in the applicable Task Order or Addendum for such Services.

D. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following Schedule of Fees for the time spent in performance of Agreement services, or as otherwise explicitly described in the Task Order or Addendum for the specific assignment, as mutually agreed by the CLIENT and CONSULTANT.

2025 Schedule of Fees

2025 SCHEDULE **OF FEES**

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Graduate Engineer	$125-185
Design Engineer	$125-196
Project Engineer	$145-215
Senior Project Engineer	$160-215
Project Manager	$135-240
Senior Project Manager	$188-273
Architect	$186-267
Planner	$125-168
Senior Planner	$170-228
Landscape Designer	$98-196
Landscape Architect	$148-176
Senior Landscape Architect	$160-268
Survey Technician[1]	$90-196
Graduate Surveyor	$122-190
Licensed Project Surveyor	$180-225
Technician	$75-182
Senior Technician	$125-212
Administrative/Corporate Specialists	$68-175
Specialist*	$100-230
Practice Expert**	$145-363
Principal**	$175-316
Senior Principal**	$218-333
GPS/Robotic Survey Equipment[1]	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise.

**Highly specialized and industry expertise unique to the market or area of discipline.

Submitted by Bolton & Menk, Inc.

2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, if approved by CLIENT in writing, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CITY.

3. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

4. Project Specific and Additional Services as outlined in Sections I.D, III.C and IV.B will vary depending upon project conditions and will be billed on an hourly basis at the Schedule of Fees rates described in Section III.D.1.

5. Expenses, that are pre-approved by CLIENT, required to complete the agreed scope of services or identified in this paragraph III.A.5 will be invoiced separately, and may include, but are not limited to: large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, except as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

6. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and methodology.

E. CONSULTANT TRANSITION COSTS

1. The CONSULTANT shall bear the costs of activities related to transitioning the city engineering services from the prior consultant city engineer and becoming familiar with the CLIENT and its operations, and shall not bill the CITY for same.

2. These activities shall include: requesting relevant data and records from the prior city engineer consultant; spending time becoming familiar with these records; getting a tour of the city from city staff to become familiar with current issues and future projects; other activities that may be necessary to achieve a functional working knowledge of city requirements and operational procedures.

F. GEOGRAPHICAL INFORMATION SYSTEM (GIS)

1. The CONSULTANT shall build and deploy a web-based GIS mapping system using existing city data, existing mapping information and Anoka County property data. This interactive system will be hosted on CONSULTANT servers and made available to the CLIENT staff through a secure internet connection. Because the system is web-based, no software purchase is necessary. The initial deployment of this system shall include: parcels within city limits based on Anoka County parcel information and linked to the County parcel data; mapping of city sanitary sewer, watermain and storm sewer systems based on existing mapping; land use

zoning; freeway district area; and watershed district areas. This setup, initial deployment and on-site city staff training will be completed at no charge to the CLIENT.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions.

B. CHANGE IN SERVICE SCOPE

In the event the CLIENT changes or is required to change the scope of the CONSULTANT'S services as described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of the necessity of any additional services, prior to furnishing such additional services, and the CONSULTANT shall furnish an estimate of cost associated with such additional services, prior to authorization of the changed scope of work by CLIENT.

C. LIMITATION OF LIABILITY

1. CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

2. CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligence act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.

4. Nothing in this Section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes Section 466.04.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of $1,500,000.

3. During the period of service provision, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this Agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of $1,500,000 and annual aggregate of $1,500,000 on a claims-made basis. In addition, the consultant shall name the CLIENT an additional insured and maintain this status during the term of this Agreement.

4. At any time upon written request of the CLIENT, the CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any other contractor’s work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any other contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of any other contractor to comply with Laws and Regulations applicable to that contractor’s furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any other contractor. CITY acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the CONSULTANTS services are acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the

convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement or subsequent Agreement(s).

H. REUSE OF DOCUMENTS

1. Drawings and Specifications in all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein only until CLIENT has paid all fees owed to CONSULTANT. Upon the payment of all fees owed to CONSULTANT by the CLIENT, the CLIENT shall acquire an exclusive ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project, and general operations of the CLIENT, and otherwise as determined by CLIENT. The CONSULTANT shall have the right to retain a copy of such documents referred to in this paragraph for the duration of this Agreement and extension thereof.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this Agreement will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for a period of three (3) years after which time the Agreement may be extended upon mutual Agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement, or any individual Task Order, may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control; or,
2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. Notwithstanding the foregoing, this Agreement or the individual Task Order identified in the required notice of termination for cause will not terminate under this paragraph IV.L if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
5. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV.H.
6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of the date of termination.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation by a mediator mutually agreeable to the parties. The parties reserve all rights and remedies available to them at law or in equity in the event the dispute is not resolved by mediation.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole Agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Columbus, Minnesota

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Printed Name: _____

Title: _____

Date: _____

CONSULTANT: Bolton & Menk, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT I

CONSULTING CITY ENGINEERING SERVICES

CITY OF COLUMBUS, MINNESOTA

The CONSULTANT will furnish the following City Engineering Services, as requested and authorized by the CLIENT:

A. General Engineering Services

- Assist with coordinating, supervising and evaluating programs, plans, services, equipment, infrastructure, and assists with finding potential funding solutions.
- Assist with development and implementation of Capital Improvement Plan (CIP).
- Assist with management of City infrastructure issues through proactive planning, monitoring, and operations and maintenance management.
- Develop and recommend policies and procedures for effective operation of the City consistent with City policies and relevant regulations.
- Formulate short and long-range plans for design and constructing public works improvements, including streets, water, sanitary, storm sewer, parks and buildings.
- Obtain proper approval and documentation from local, state, and deferral authorities prior to implementing projects.
- Attend City staff meetings as requested.
- Act as the City's liaison with other agencies as assigned.
- Respond/meet with property owners.
- Assist with funding solutions for infrastructure projects, such as grants and loan programs.
- Review/evaluate suggested revisions to existing fees schedules, assessment policies, and utility rates.
- Advise City of current trends and policy formulation relative to municipal engineering and public works.
- Update and maintain engineering standards.
- Update and maintain web-based GIS mapping. Updates as a result of project-specific improvements will be included in the scope of services for that project.

B. Project-Specific Engineering Services

For project-specific engineering service, a project scope and fee proposal will be developed to define the scope of services and the associated fees for project-specific work. A listing of the typical scope of services associated with a public improvement project is as follows:

- Design surveys
- Preliminary engineering/feasibility reports
- Project Open House and Public hearing notifications and presentations
- Plan and specification development
- Project bidding and award administration
- Construction engineering
- Construction administration
- Construction observation and staking
- Preparation of preliminary and final assessment rolls
- Project close-out
- Record drawings (as-builts)
- Project specific communication and correspondence
- Project specific meeting attendance

C. Private Development Engineering Services

- Review land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies, and relevant laws, rules, and regulation.
- Provide construction observation as required for observing and documenting compliance with city standards and requirements.
- This pass-thru work will be completed on an hourly basis per our Schedule of Fees.

City of Columbus

Administration Dept.
16319 Kettle River Blvd
Columbus, MN 55025
Telephone: (651) 464-3120

City of Columbus City Council Meeting

January 8, 2025

Agenda Item Number: D.2

Agenda Item: Larkin Hoffman 2025 Letter of Engagement for Legal Services

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Agenda Item Summary:

Attached in Attachment 1 is Larkin Hoffman's 2025 engagement letter for legal services for the City of Columbus. This proposal includes charges for routine calls and legal questions to be included in the retainer fee and not billed as separate items. In addition, a fixed fee schedule for land use, zoning and development matters has been established. This will enable the City to more accurately advise permit applicants and developers as to the costs of those items listed in the Schedule of Fixed Fees.

The retainer fee has been increased from $5,500/month to $6,000/month for 2025. This increase will be offset by the reductions in charges described above.

Attachment(s):

Attachment 1 – Larkin Hoffman 2025 Letter of Engagement for Legal Services

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, MN 55437-1060
General: 952-835-3800
Fax: 952-896-3333
www.larkinhoffman.com

December 20, 2024

Mr. Jack Davis
City Administrator
City of Columbus
16319 Kettle River Boulevard
Columbus, MN 55025

Via Email
cityadministrator@ci.columbus.mn.us

Re: 2025 Billing Rates for the City of Columbus Files

Dear Jack:

Our firm has approved the standard billing rates listed on the chart below for the year 2025. We have also listed below our municipal and development rates which are discounted below our standard rates. As in the past, the municipal rates will be applied to all matters for the City of Columbus (file #22,274) and the Columbus EDA (file #34,163) for the year 2025, with the exception of land development matters billed on file number 22,274-04. The land development matters (04) will be charged at the rates listed in the last column on the chart.

We will bill the general retainer file (00) at the monthly rate of $6,000. This retainer will include attendance at all City Council meetings, and response to routine phone calls and legal questions. In addition, we will provide a separate estimate of our fees for new matters upon request.

Name	**2025 Standard Rate**	**Municipal Client Exception Rate**	**Matter 04 – Land Development Rate**
William C. Griffith	$685.00	$550.00	$575.00
Megan C. Rogers	$430.00	$350.00	$375.00
Brandi Kerber	$530.00	$425.00	$475.00
Timothy A. Rye	$490.00	$395.00	$425.00
Jacob W. Steen	$435.00	$350.00	$365.00
Sally D. Story	$395.00	$275.00	$300.00
Heather Zebott	$230.00	$175.00	$215.00

We have discussed the creation of a fixed fee schedule for land use, zoning and development matters. We will bill based on the following schedule for these matters, unless the matter is unusually complex, or requires significant negotiation. In that case, we will open a new matter with a specific fee proposal.

Schedule of Fixed Fees

Development Agreement	$2,400.00 for preparation of agreement and amendments, negotiation with applicant's counsel will be billed hourly.
Easement Agreement	$1,600.00 for preparation of agreement and amendments, negotiation with applicant's counsel will be billed hourly.
Stormwater Agreement	$1,600.00 for preparation of agreement and amendments, negotiation with applicant's counsel will be billed hourly.
Plat Review and Title Review Memorandum	$1,500.00 for preparation of agreement and amendments, negotiation with applicant's counsel will be billed hourly.
Planned Unit Development	$1,500.00 for review of application and conditions, negotiation with applicant's counsel will be billed hourly.
Vacation of Right of Way and Easements	$1,500.00 for review of application and conditions, negotiation with applicant's counsel will be billed hourly.
Conditional Use Permit/Interim Use Permit	$1,200.00 for review of application and conditions, negotiation with applicant's counsel will be billed hourly.
Escrow Agreement	$1,200.00 for preparation of agreement and amendments, negotiation with applicant's counsel will be billed hourly.

We are grateful for the opportunity to serve the City of Columbus as its City Attorney. Please do not hesitate to contact us should you have any questions. Thank you.

Sincerely,

William C. Griffith, for
Larkin Hoffman
Direct Dial: 952-896-3290
Direct Fax: 952-842-1729
Email: wgriffith@larkinhoffman.com

Sincerely,

Megan C. Rogers, for
Larkin Hoffman
Direct Dial: (952) 896-3395
Direct Fax: (952) 842-1847
Email: mrogers@larkinhoffman.com

cc: Brandi S. Kerber
Timothy A. Rye
Jacob W. Steen
Sally D. Story
Heather Zebott
David Astramecki
Ashley Fedorchuk

4928-7850-6755, v. 1