

RECEIVED

MAY 26 2020

To whom it may concern:

We the undersigned are residents of 170th Ave NE in Columbus. We are petitioning the City of Columbus to find out what is happening with our road!

City of Columbus

This road has been a dead-end road for over 60 years, and now **somehow** permission was granted to open it up for the development taking place, **without our knowledge or approval!**

We the undersigned, do not approve of our road being opened, causing additional traffic, wear and tear. We Petition the City of Columbus to reclose 170th Ave NE and return it to its original dead-end road, so it is not open to the residents of the development.

Name and Address

HARRY HARESSLY	7453 170 th AVE NE	Harry Haressly
GORDON SPENCER	7559 170 th AVE NE	Gordon Spencer
MAYNARD PETERSON	7640 170 th AVE	Maynard Peterson
Gerard Schult	7657 170 th Ave NE	Gerard C Schult
Wayn Eng	7721 170 th Ave	Wayn Eng
Braden Bled	7753 170 th Ave.	Braden Bled
Kim Downing	7758 - 170 th Ave.	KIM DOWNING
Keith Perkkio	7718 170 th ave	Keith Perkkio
Tyler Haggren	7550 170 th Ave	Tyler Haggren
RICHARD COOPER	16149 PATON ^{COOPER} ROAD 170	Richard Cooper
Don Heaton	7511 170 th ave	Don Heaton
William Grose	7611 170 th AVENUE	William Grose
TOM KEELES	7516 - 170 th AVE NE	Tom Keeles

GORDON SPENCER 1 612-849-0438 1

Thurnbeck Preserve 2nd Addition					
PROPERTY ID	Owner	Owner Address	Owner City	Owner	Owner Zip
03-32-22-34-0007	TESTER WENDY	7756 W BROADWAY	FOREST LAKE	MN	55025
03-32-22-43-0004					
10-32-22-11-0003	BUYBACK INC	79 N LAKE ST	FOREST LAKE	MN	55025
03-32-22-43-0005	ANDERSON CAMERON	7822 W BROADWAY AVE	COLUMBUS	MN	55025
03-32-22-43-0006	LATTIN JENNIFER	7944 174TH CT NE	COLUMBUS	MN	55025
10-32-22-11-0002	SHERCO CONSTRUCTION INC	79 N LAKE ST	FOREST LAKE	MN	55025
10-32-22-12-0002	LE NGUYEN	8018 174TH CT NE	COLUMBUS	MN	55025
10-32-22-12-0003					
10-32-22-13-0001	BUY BACK INC	79 LAKE ST N	FOREST LAKE	MN	55025
10-32-22-14-0004					
11-32-22-23-0003	BUY BACK INC	79 LAKE ST N	FOREST LAKE	MN	55025
10-32-22-21-0001	TOMNITZ LAURIE	7761 172ND AVE NE	COLUMBUS	MN	55025
10-32-22-21-0002	TURCOTTE CODY	7715 172ND AVE NE	FOREST LAKE	MN	55025
10-32-22-21-0008	NEUDECKER DAVID G & LINDA A	7728 172ND AVE NE	FOREST LAKE	MN	55025
10-32-22-21-0009	WYCISLAK JONATHAN	7748 172ND AVE NE	COLUMBUS	MN	55025
10-32-22-24-0001	EMLY WAYNE M & CZECH SUZANNE M	7721 170TH AVE NE	FOREST LAKE	MN	55025
10-32-22-24-0002	BLESI BRANDON	7753 170TH AVE NE	COLUMBUS	MN	55025
02-32-22-33-0011	BURDICK ADRIAN F & PAULA J	8460 BROADWAY AVE NE	FOREST LAKE	MN	55025
03-32-22-44-0007	MAXSON TAMMI	8030 174TH CT NE	COLUMBUS	MN	55025
03-32-22-44-0008	WESSELS KELLY	8064 174TH CT NE	COLUMBUS	MN	55025
11-32-22-22-0001	FRIEDMAN TREFF	7324 STAGECOACH DR	CIRCLE PINES	MN	55014
11-32-22-23-0005	SKOGLUND CATHERINE	17041 FURMAN ST NE	FOREST LAKE	MN	55025
10-32-22-24-0007	BERES ADREA	7718 170TH AVE NE	COLUMBUS	MN	55025
10-32-22-24-0008	DOWNING K A & BRUNSBURG S G	7758 170TH AVE NE	FOREST LAKE	MN	55025
10-32-22-31-0004	POVOLNY DAVID	16731 POTOMAC ST NE	COLUMBUS	MN	55025
10-32-22-41-0001	THURNBECK JAMES B & JEAN M	16802 FURMAN ST NE	FOREST LAKE	MN	55025
10-32-22-42-0001					
11-32-22-32-0001	THURNBECK FARMS	16802 FURMAN ST	FOREST LAKE	MN	55025
10-32-22-41-0004	CHAUSSEE TRUSTEE MICHAEL & CHAUSSEE	16856 FURMAN ST NE	FOREST LAKE	MN	55025
11-32-22-21-0007	DOW BRIAN	8412 172ND AVE NE	COLUMBUS	MN	55025
11-32-22-21-0008	MARR KELLY	8446 172ND AVENUE NE	FOREST LAKE	MN	55025
11-32-22-21-0009	ST MARTIN ANN & ST MARTIN JEFF	8518 172ND AVE NE	COLUMBUS	MN	55025
11-32-22-21-0010	LARSON BRIAN	8560 172ND AVE NE	FOREST LAKE	MN	55025
11-32-22-24-0002	STUDIER CHRISTOPHER	17024 NOTRE DAME ST NE	FOREST LAKE	MN	55025
11-32-22-24-0003	OWEN ROBERT A & KAREN H	17064 NOTRE DAME ST NE	FOREST LAKE	MN	55025
11-32-22-24-0005	SLOWINSKI LARRY S & TAMMERA E	16944 NOTRE DAME ST NE	FOREST LAKE	MN	55025
11-32-22-24-0006	BUSCH ANGELA	16912 NOTRE DAME ST NE	FOREST LAKE	MN	55025
11-32-22-31-0010	WITZMANN BENET	16846 NOTRE DAME ST NE	COLUMBUS	MN	55025
11-32-22-31-0011	MONETTE JOSEPH P & TAMMY	16824 NOTRE DAME ST NE	FOREST LAKE	MN	55025
10-32-22-14-0003	RADDEN SUSAN L	16928 FURMAN ST	FOREST LAKE	MN	55025
Applicant	TOM CARLISLE	79 LAKE ST N	FOREST LAKE	MN	55025
Mailed PH Notice	06.06.19				
Emailed PH Notice	06.06.19				

From: [Kaela Feliciano](#)
To: [Elizabeth Mursko](#)
Subject: American Tower Site 273485 - COLUMBUS TOWNSHIP MN
Date: Wednesday, April 29, 2020 3:40:52 PM
Attachments: [273485 Offer Letter.pdf](#)

Good Afternoon Elizabeth,

Thank you for your time today. I have attached the offer letter outlining the rent reduction we discussed. I have also included the prepaid lease even though I know it is not an option. It is part of our form letters. To recap, the purpose of the rent reduction is to make the tower as appealing as possible for the 5G upgrade. The carriers are looking for the longer leases and lower rents. Changing the escalator will keep the rent competitive when 5G does roll out, and will also keep this tower from turning upside down. If this were to happen then the conversation would be to do a severe rent reduction in the future. Please let me know if I can be of any assistance. Also, please contact me if you or the council have any questions regarding this offer.

I hope you have a wonderful day and stay safe.

Thank you,

Kaela Feliciano
Lease Consultant
Tower Alliance LLC, an American Tower Vendor
5000 T-Rex Avenue, Suite 160
Boca Raton, FL 33431
(561) 705-1302 – Office
(866) 236-1216 – Fax



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April 29, 2020

City of Columbus, MN
16319 Kettle River Boulevard
Columbus, MN 55025

Re: American Tower Site 273485 / COLUMBUS TOWNSHIP MN

Hi Elizabeth,

Thank you for taking the time to speak with me about the tower on your property. We appreciate your willingness to help us find a solution for this site that is beneficial for everyone. As we discussed earlier today, below is a summary of the options we discussed regarding the tower.

Potential Solutions:

- Option 1: **Rent Reduction** – A simple agreement would be signed among the parties to reduce your monthly rental payments by 6.99% to \$1,500.00 per month. The escalation will also be reduced to 2% per year in order to lock the margin in place as it matches the escalator for the tenant. This will also maintain the competitive rent for when 5G rolls out. For doing so, American Tower can offer a signing bonus of \$15,000
- Option 2: **99-Year Prepaid Lease** – An amendment to the lease would be signed among the parties providing you with a lump sum payment in the amount of **\$300,000.00**. This payment would replace your current monthly payments.

Achieving a solution that would allow both parties a chance at future success is the ultimate goal of our communication to you on behalf of American Tower. Let's work together to do our best to ensure the tower stays on your property in the hope that it can be mutually beneficial for years to come.

I invite anyone else you would like to be involved in these discussions to contact me. I would also be pleased to elaborate on the options listed above and am open to any other ideas you may have to help resolve this difficult situation.

Thank you for your time and attention to this matter. I look forward to speaking to you soon.

Sincerely,

Kaela Feliciano
Lease Consultant
Tower Alliance LLC, an American Tower vendor
(561) 705-1302 - Office
(561) 779-7875 - Cellular
kfeliciano@toweralliance.com

This Letter is not intended to create any legally binding obligations on the part of you or American Tower, or any of their respective affiliates, and no such obligations will exist unless and until a definitive agreement with respect to a transaction is executed and delivered by the parties or their affiliates in their sole discretion, and then only as and to the extent provided in such definitive agreement.

American Tower Proposal 4.29.20		Date of analysis 6.4.2020						
Current Payment		\$1,612.70						
Original lease terms		\$1,200						
Executed	24-Jul-09	Monthly	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	5 yr total
End Term 1	23-Jul-14	\$1,350.61	\$1,200.00	\$1,236.00	\$1,273.08	\$1,311.27	\$1,350.61	\$76,451.56
End Term 2	23-Jul-19	\$1,565.73	\$1,391.13	\$1,432.86	\$1,475.85	\$1,520.12	\$1,565.73	\$88,628.31
End Term 3	23-Jul-24	\$1,815.11	\$1,612.70	\$1,661.08	\$1,710.91	\$1,762.24	\$1,815.11	\$102,744.50
End Term 4	23-Jul-29	\$2,104.21	\$1,869.56	\$1,925.65	\$1,983.42	\$2,042.92	\$2,104.21	\$119,109.03
End Term 5	23-Jul-34	\$2,439.35	\$2,167.33	\$2,232.35	\$2,299.32	\$2,368.30	\$2,439.35	\$138,080.01
Amendment 2 executed August 29, 2013								\$525,013.41
		\$1,311.22						
End Renewal Term 1	23-Jul-39	\$2,827.88	\$2,512.53	\$2,587.91	\$2,665.55	\$2,745.51	\$2,827.88	\$160,072.58
End Renewal Term 2	23-Jul-44	\$3,278.29	\$2,912.71	\$3,000.10	\$3,090.10	\$3,182.80	\$3,278.29	\$185,567.99
End Renewal Term 3	23-Jul-49	\$3,800.43	\$3,376.63	\$3,477.93	\$3,582.27	\$3,689.74	\$3,800.43	\$215,124.16
End Renewal Term 4	23-Jul-54	\$4,405.74	\$3,914.45	\$4,031.88	\$4,152.84	\$4,277.42	\$4,405.74	\$249,387.86
								\$810,152.60
Total Value								\$1,335,166.00

Market: Minnesota/Northern Plains (MNP)
Cell Site Number: MPLSMN1512
Cell Site Name: COLUMBUS TONWSHIP
Fixed Asset Number: 10128808

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by City of Columbus, a Minnesota municipal corporation, having a mailing address of 16319 Kettle River Blvd., Columbus, MN 55025 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located near the NW corner of Kettle River Blvd and 165th Ave (East of existing Tennis Courts) in the City of Columbus, in the County of Anoka, State of Minnesota (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE.** Landlord grants to Tenant the right to lease a certain portion of the Property containing approximately 780 square feet (26' x 30') including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the Property's access point to the public right-of-way along the Property to the Premises (the "**Easement Area**"), each as described on the attached **Exhibit 1** (collectively, the "**Premises**").
2. **PERMITTED USE.** The Premises may be used for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property until the Option is exercised; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction and any future alterations, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the obligation to construct a fence (or similar security

measures) around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord will consider but is not required to lease to Tenant the Additional Premises. If Landlord agrees to lease the Additional Premises to Tenant, the terms will be substantially similar, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Should Landlord agree to leasing Tenant the Additional Premises, Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Tenant agrees that Landlord may install a warning siren on the Premises adjacent to Tenant's antenna array provided such installation does not interfere with Tenant's use of the Premises or the improvements thereon.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the date Tenant and Landlord execute this Agreement (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term and Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the earlier of: (i) the one (1) year anniversary of the Term Commencement Date, or (ii) the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(d) Tenant shall provide true and correct copies of any Tests, applications, tests, title insurance documents or other document obtained or prepared in connection with the Property or the Premises pursuant to Section 1(b) or this Section 5, promptly after receipt or submission, as the case may be, of the same.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 23(j) Severability of this Agreement.

7. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s)

operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party radio frequency user for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents on or about the Property, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) To the best of Landlord's knowledge, without duty to investigate, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental

investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Easement Area, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Tenant agrees that the Easement Area shall follow the most direct route from the Premises to Landlord's point of access to the public right-of-way, taking into account topography, soil conditions, the relative location of the Premises and the point of access within the Property and the costs of installation and maintenance of the access drive and utility service to the Premises. The easement shall be solely over and across the Easement Area, be limited to the uses set forth herein, be non-exclusive and be coterminous with this Agreement. The access drive within the Easement Area shall be constructed by Tenant at Tenant's sole cost. If the electrical power supply serving the Premises is interrupted for an extended period of time, Landlord agrees to allow Tenant the right to bring in a temporary source of power on the Premises for the duration of the interruption.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement for any reason, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises and Easement Area in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall contract for, obtain and pay for any utility service to the Premises directly with the provider of the same. Landlord will reasonably cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure of any utility service to the Premises.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to cure any interference with Tenant's access caused by Landlord, its agents, employees or invitees within twenty-four (24) hours after written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure, or (iii) Landlord's failure to cure any radio frequency interference clearly caused by Landlord, its agents, tenants, licensees, employees or invitees within forty-eight (48) hours after written notice of such default. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, provided that for assignment, such assignee: (i) is Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization (the "Assignee"); and (ii) expressly agrees to undertake all of Tenant's obligations hereunder. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant may have the right to assign this Agreement to a Tower Management Company before construction starts, upon written notice to Landlord. Upon notification to Landlord of such assignment and assumption of Tenant's obligations hereunder by the Assignee, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage

prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MPLSMN1512; Cell Site Name: COLUMBUS TOWNSHIP
 Fixed Asset No: 10128808
 12555 Cingular Way, Suite 1300
 Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: MPLSMN1512; Cell Site Name: COLUMBUS TOWNSHIP
 Fixed Asset No: 10128808
 15 East Midland Avenue
 Paramus, NJ 07652

If to Landlord: City Administrator
 16319 Kettle River Blvd.
 Columbus, MN 55025
 Phone No.: 651-464-3120

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property, the repair costs of which are reasonably expected to exceed Fifty Thousand and No/100s Dollars (\$50,000.00) within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed. If the Communications Facility is not rebuilt, Tenant shall remove the Communications Facility and any debris therefrom, on the Property or Premises, pursuant to Section 13 hereof.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than ten (10) business days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. SALE OF PROPERTY. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease in the form attached hereto. Either party may record this Memorandum of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

“LANDLORD”

City of Columbus, a Minnesota municipal corporation

By: Mel Mettler

Print Name: Mel Mettler

Its: Mayor

Date: July 24, 2009

By: Elizabeth Mursko

Print Name: Elizabeth Mursko

Its: City Administrator

Date: July 24, 2009

“TENANT”

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: Mitchell Spoff

Print Name: Mitchell Spoff
Its: Real Estate & Construction Manager

Date: 7/14, 2009

Brooke Manson
Print Name: Brooke Manson

Print Name: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss:

COUNTY OF HENNEPIN)

On the 14th day of July, 2009, before me personally appeared Mitchell Sackoff, and acknowledged under oath that he is the REG Const Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the corporation as Manager of the limited liability company.

Serena M Homme
Notary Public
Minnesota
My Commission Expires Jan. 31, 2013

A M
Notary Public: Serena Homme
My Commission Expires: 1/31/2013

LANDLORD ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss:

COUNTY OF ANOKA)

I CERTIFY that on July 24, 2009, Mel Mettler and Elizabeth Mursko personally came before me and acknowledged under oath that he or she:

- (a) is the Mayor and City Administrator of the City of Columbus, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Emilia S Robinson
Notary Public: EMILIA S ROBINSON
My Commission Expires: JAN 31, 2011

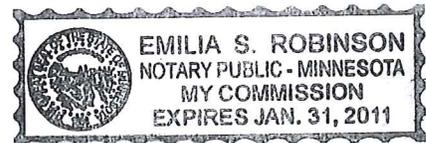


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Agreement dated _____, 2009, by and between City of Columbus, a Minnesota municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Property Address: To be assigned, site in the NW corner of Kettle River Blvd and 165th Ave (East of existing Tennis Courts)

Property ID#: 14-32-22-12-0004

The Premises are described and/or depicted as follows:

That part of the Northeast Quarter of Section 14, Township 32 North, Range 22 West, Anoka County, Minnesota, lying northwesterly of the following described line:
Commencing at the north quarter corner of said Section 14; thence 180 degrees 00 minutes 00 seconds, assumed azimuth from North, along the north-south quarter line of said Section 14, a distance of 1109.57 feet to the point of beginning of the line to be described; thence 56 degrees 25 minutes 37 seconds 880.65 feet; thence northeasterly along a tangential curve to the right having a radius of 7104.58 feet and a central angle of 7 degrees 34 minutes 11 seconds, a distance of 938.63 feet; thence 63 degrees 59 minutes 48 seconds 281.98 feet to the north line of said Section 14, and said line there terminating, said line is on or near the center line of Kettle River Boulevard Northeast.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

Drawings to be attached:

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



4500 MARKET POINTE DR.
BLOOMINGTON MN 55425



10950 GRANDVIEW DRIVE
OVERLAND PARK, KANSAS 66210
(913) 458-2000

PROJECT NO: 163311
DRAWN BY: ADR
CHECKED BY: JAC

NO	DATE	DESCRIPTION
C	02/04/09	ISSUED FOR REVIEW
B	02/02/09	ISSUED FOR REVIEW
A	02/04/09	ISSUED FOR REVIEW

NOT TO BE USED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THE SIGNED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

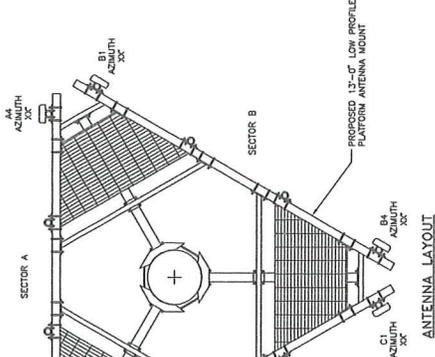
MPLS MN1512
COLUMBUS TOWNSHIP
16319 KETTLE RIVER BLVD
COLUMBUS, MN 55025
NSB

SHEET TITLE
SITE ELEVATION

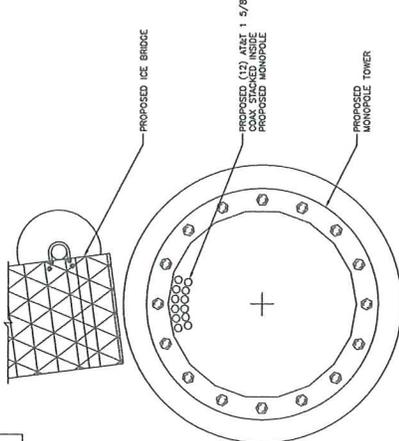
SHEET NUMBER
C-4

NOTES

- ALL MAIN CABLES WILL BE GROUNDED 1/4" COAXIAL CABLE GROUNDING KITS AT:
 - WIND LEVELS OF TOWER IS OVER 200'.
 - WIND LEVELS OF TOWER IS UNDER 200'.
 - INSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
 - OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
 - INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
 - ALL PROPOSED GROUNDING BAR DOWNLEADS ARE TO BE EXTERIOR TO THE EXISTING ADJACENT GROUNDING BAR DOWNLEADS A MINIMUM DISTANCE OF FOUR FEET BELOW GROUNDING BAR PRIOR TO INSTALLATION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ANTENNA AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
 - ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 12'-0" T-BOOM SECTOR ANTENNA MOUNT.
 - ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S STANDARD DETAILS.
 - SUBCONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
- COAXIAL ANTENNA CABLE NOTES**
- TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
 - CONTRACTOR SHALL VERIFY THE DOWNTILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
 - CONTRACTOR TO CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION. REFER TO "ANTENNA SYSTEM LABELING STANDARD" NO-00027 LATEST VERSION.
 - ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
 - ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE AT DISTANCES NOT TO EXCEED 4'-0" OC.
 - CONTRACTOR MUST FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING THE INSTALLATION OF COAXIAL CABLES, CONNECTORS, AND ANTENNAS.
 - WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE.

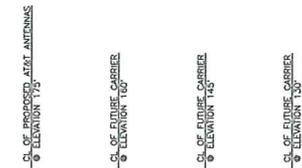


EXISTING RTDS INFORMATION DOES NOT MATCH EXISTING INFORMATION TO BE UPDATED @ LATER DATE.



COAX ROUTING DETAIL
NO SCALE

NOTE
1. WEATHERPROOFING OF ALL COAX CABLE SHALL BE PERFORMED PER MANUFACTURER'S RECOMMENDATIONS



PROPOSED MONOPOLE TOWER (MONOPOLE & FOUNDATION DESIGN BY OTHERS)

PROPOSED AT&T COAX (MONOPOLE & FOUNDATION DESIGN BY OTHERS)

PROPOSED AT&T EQUIPMENT SHELTER
PROPOSED H-FRAME
PROPOSED 12'-0" WOOD FENCE

TYPICAL SITE ELEVATION
NO SCALE

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (the "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Columbus, a Minnesota municipal corporation**, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** hereto (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain lease dated July 24, 2009 (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto); and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00), payable within Thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 5, 2013; (b) Tenant's confirmation that Landlord is the sole owner of the Parent Parcel and has the sole authority to execute this Amendment; (c) Tenant's receipt of any other documents required by Tenant to confirm ownership and/or sole authority of Landlord to execute this Amendment and to facilitate the paying of the one-time payment; and (d) receipt by Tenant of an executed Memorandum of Lease (a copy of which is attached hereto) by Landlord and any applicable forms needed to recorded the Memorandum of Lease (such forms to be supplied by Tenant).
2. **Lease Term Extended.** Notwithstanding anything to the contrary, the Parties agree the Lease originally commenced on July 24, 2009. Tenant shall have the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and collectively the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and collectively the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary in the Lease, all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease no less than sixty (60) days prior to the expiration of the then current term. Landlord's termination rights in the Lease are hereby deleted and no longer in effect except that Landlord shall have the right to terminate the Lease in the event of an uncured material default of the Lease by Tenant if such cure is not accomplished within sixty (60) days of notice thereof unless Tenant has diligently commenced such cure within this 60 day period and requires additional reasonable time thereafter to complete the cure. References in this Amendment to "**Renewal Term**" shall refer collectively to the Existing Renewal Term(s) and the New Renewal Term(s).
3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). (For the avoidance of doubt, the Parties acknowledge that the current Rent Tenant pays to Landlord is One Thousand Three Hundred Eleven and 22/100 Dollars

Site No: 273485
Site Name: City of Columbus, MN

(\$1,311.27) per month.) All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Columbus, Minnesota**.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions remain in full force and effect and are ratified and affirmed. The parties agree that no defaults exist under the Lease. To the extent Tenant needed consent from Landlord for any of Tenant's activities at the Parent Parcel prior to this Amendment, Landlord's execution of this Amendment shall be considered consent for all such activities. Tenant and Tenant's sublessees and customers shall have 24 hours per day, 7 days per week vehicular (including trucks) and foot access as well as utilities services to the Leased Premises from a public right of way. Landlord agrees to sign building permit applications and other forms required for Tenant's use of the Leased Premises. This Amendment may be executed in multiple counterparts and an electronically reproduced fully executed copy of this Amendment shall be considered an original. Tenant shall have the right to replace the descriptions of the Leased Premises with descriptions obtained from an as-built survey conducted by Tenant.
5. **Landlord Statements.** Landlord hereby represents and acknowledges that: (i) Landlord (and/or the persons signing this Amendment on behalf of Landlord) has the authority to enter into this Amendment; (ii) Landlord is the sole owner of the Parent Parcel; (iii) there are no other agreements, liens or encumbrances on the Parent Parcel that may conflict with or prohibit Landlord from entering into this Amendment; and (iv) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The statements of Landlord made in this section shall survive the execution of this Amendment and Landlord hereby agrees to indemnify Tenant for any damages, costs or charges of any kind incurred by Tenant as a result of the breach of the representations made herein or if any of the representations made herein prove to be untrue.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 16319 Kettle River Blvd., Columbus, MN 55025; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116.

[Signature pages to follow]

Site No: 273485
Site Name: City of Columbus, MN

LANDLORD SIGNATURE PAGE

LANDLORD

City of Columbus
a Minnesota municipal corporation

Signature: 
Print Name: David J. Pordny
Title: Mayor
Date: 6/26/2013

TENANT SIGNATURE PAGE

TENANT

American Towers LLC
A Delaware limited liability company

Signature: 
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 8-29-2013

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Washington, State of Minnesota, and being known as
Washington County APN: 14-32-22-12-0004.

The land referred to herein below is situated in the County of Anoka, State of Minnesota, and is more particularly described as follows:

That part of the Northeast Quarter of Section 14, Township 32 North, Range 22 West, Anoka County, Minnesota, lying Northwesterly of the following described line:

Commencing at the North quarter corner of said Section 14; thence 180 degrees 00 minutes 00 seconds, assumed azimuth from North, along the North-South quarter line of said Section 14, a distance of 1109.57 feet to the point of beginning of the line to be described; thence 56 degrees 25 minutes 37 seconds 880.65 feet; thence Northeasterly along a tangential curve to the right having a radius of 7104.58 feet and a central angle of 7 degrees 34 minutes 11 seconds, a distance of 938.63 feet; thence 63 degrees 59 minutes 48 seconds 281.98 feet to the North line of said Section 14, and said line there terminating, said line is on or near the center line of Kettle River Boulevard Northeast.

Parcel Id #: 14-32-22-12-0004

This being the same property conveyed to The Town of Columbus, political subdivision of the State of Minnesota, from The Nature Conservancy, non-profit corporation, in a deed dated September 14, 1981 and recorded September 15, 1981, as Instrument No. 578092; as affected by Corrective Deed recorded as Instrument No. 580814.

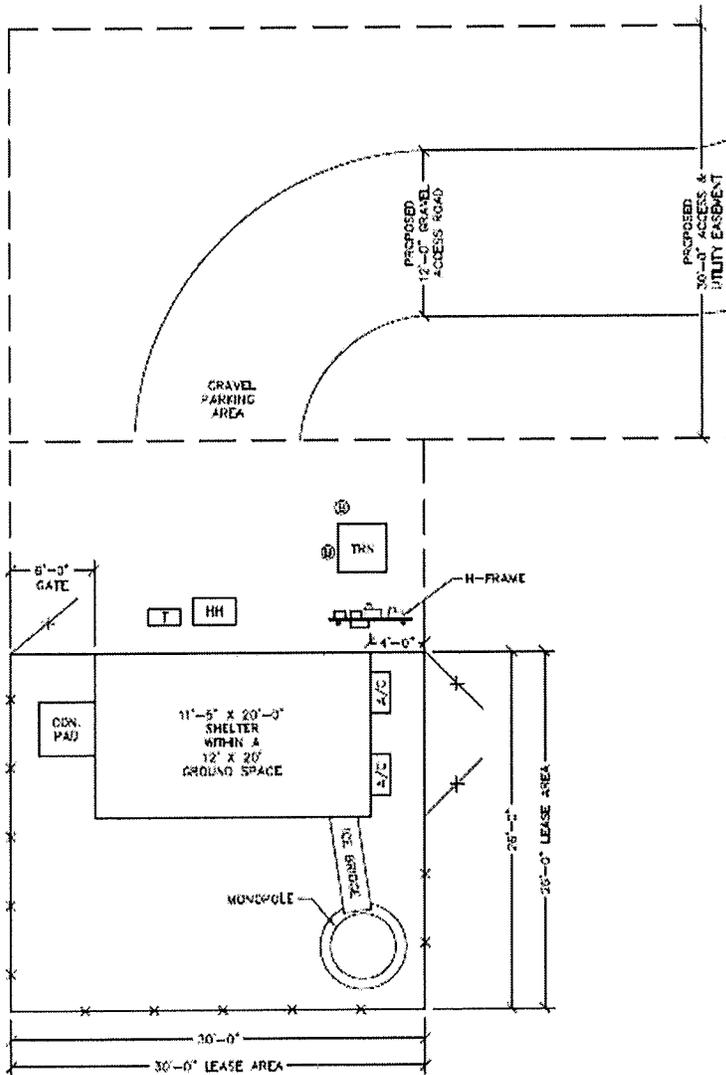
EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 780 square feet, more or less, located within the property. Leased Premises consists of that portion of the Parent Parcel on which Tenant's existing equipment are currently located and is depicted as follows:



Site No: 273485
Site Name: City of Columbus, MN

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

ORDINANCE NO. 20-__

**CITY OF COLUMBUS
COUNTY OF ANOKA
STATE OF MINNESOTA**

**AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF PERMITS FOR BILLBOARDS OR OUTDOOR ADVERTISING
WITHIN THE CITY OF COLUMBUS**

The City Council of the City of Columbus ordains the following:

SECTION 1. MORATORIUM.

SECTION A. Authority and Intent. The City of Columbus (the “City”) is authorized under Minnesota Statutes Section 462.355, Subd. 4, to regulate, restrict, or prohibit any use, development or subdivision within the jurisdiction or a portion thereof while the City is conducting studies, or has authorized a study to be conducted or has scheduled a hearing to consider adoption or amendment of the Comprehensive Plan or official zoning controls. Pursuant to the aforementioned statute, the City declares a City-wide moratorium (the “Moratorium”) on the issuance of any permits, including without limitation, building permits or interim use permits, for the erection or renewal of billboards or other forms of outdoor advertising (defined as “Off-Premises Sign” in Section 7B-200.AA of the City Code) in accordance with this ordinance.

SECTION B. Findings. The City finds it necessary to study the impacts and effects of the erection and use of billboards or other forms of outdoor advertising on the health, safety, and welfare of its citizens and the community. The City Council further finds that the existing controls governing billboards or other forms of outdoor advertising may not provide the desired level of oversight and regulation of such uses, which makes it necessary to study the existing ordinance and alternative ordinances, including recent amendments of the ordinance. Following the study, the City intends to update and amend its official controls.

SECTION C. Effect of Moratorium. For the duration stated herein and until the City has completed a study of the need for amendments or additions to the City’s official controls to protect the public health, safety and welfare, the City shall not accept, issue or process any application for use of real property anywhere in the City for the purpose of erection or renewal of billboards or other forms of outdoor advertising. This Moratorium shall apply, without limitation, to comprehensive land use plan amendments, requests for rezoning, subdivisions, variances, conditional use permits, interim use permits, site plan review or any other permits for the erection or renewal billboards or other forms of outdoor advertising.

SECTION D. Study Authorized. During the period of this Moratorium, City staff and consultants will conduct a study of the official controls related to erection and use of

SECTION III. EFFECTIVE DATE. This Ordinance was adopted by the Columbus City Council on this ____ day of _____, 2020 and shall become effective after its publication.

Jesse H. Preiner, Mayor

ATTEST:

Elizabeth Mursko, City Administrator

Published in the Forest Lake Times on _____, 2020.

RESOLUTION 20-_____

**CITY OF COLUMBUS
COUNTY OF ANOKA
STATE OF MINNESOTA**

**RESOLUTION TO ORDER A STUDY FOR
REGULATION OF BILLBOARDS OR
OTHER FORMS OF OUTDOOR ADVERTISING MORATORIUM**

WHEREAS, the City of Columbus (the “City”) is authorized under Minnesota Statutes Section 462.355, subd. 4 to regulate, restrict, or prohibit any use, development or subdivision within the jurisdiction or a portion thereof while the City is conducting studies, or has authorized a study to be conducted to consider adoption or amendment of official zoning controls; and

WHEREAS, The City Council finds that the existing zoning controls governing erection or continued use of billboards or other forms of outdoor advertising (defined as “Off-Premises Sign” in Section 7B-200.AA of the City Code) may not provide the desired level of oversight and regulation of such uses; and

WHEREAS, the City Council finds that absent a thorough analysis of potential amendments to the official zoning controls could result in the approval of or renewal of billboards or other forms of outdoor advertising which could have unintended detrimental consequences to the health, safety, and welfare of the City.

WHEREAS, the City Council recently adopted amendments to the City Code addressing controls on billboards but finds that those amendments may be inadequate considering potential changes in the industry affecting demand for this land use.

NOW, THEREFORE, be it resolved that the City of Columbus does hereby direct the City Planning Commission and staff to conduct a study of the City’s existing zoning controls and potential amendments, particularly spacing regulations, to mitigate potential impacts and effects of the erection or renewal of billboards or other forms of outdoor advertising on the health, safety, and welfare of its citizens and the community.

Passed and adopted by the City Council of the City of Columbus, Minnesota, this ____ day of June, 2020.

By: _____
Jesse H. Preiner
Its: Mayor

ATTEST:

Elizabeth Mursko
City Administrator

billboards or other forms of outdoor advertising, including appropriate permitting, licensing, land use controls and development standards that may need to be adopted or revised to protect the public health, safety and welfare. The study will focus, among other things, on the spacing of billboards in light of recent changes in the industry and demand for billboard sites within the I-35 freeway corridor.

SECTION E. Duration. The Moratorium shall expire, without further action of the City Council, one (1) year from its effective date. In the alternative, it may be repealed earlier if the Council determines that the requisite studies have been completed and that appropriate evaluation and action, including any necessary revisions to the City Code, official controls and/or Comprehensive Plan, have been finalized, adopted by the City Council and made effective by publication. The duration of the Moratorium may be extended by adoption of an amendment hereto for a total time not to exceed the limits set forth in Minnesota Statutes Section 462.355, subd. 4, as amended from time to time.

SECTION F. Moratorium Declaration and Applicability. The City Council specifically finds and declares that the findings, intent and purpose of this Moratorium of City Code applies Citywide and it hereby imposes on any parcel of land, lot or part thereof within the boundaries of the City a prohibition on the erection or renewal of any billboards or other forms of outdoor advertising for the duration of the Moratorium. City staff and consultants are directed for the duration of this Moratorium to carefully study and consider the adequacy and effectiveness of the existing licensing, zoning and Comprehensive Plan regulations necessary to protect the public health, safety and welfare, as well as to study and consider amendments to those regulations. The City Council further finds that it is critical to the protection of the public health, safety and welfare that the study process be protected by a moratorium.

SECTION G. Hardship Waiver. In cases of hardship, any person having a legal or equitable interest in land and aggrieved by the requirements of this Moratorium may apply to the City Council for a waiver of all or a portion of the applicable restrictions. A waiver may be granted when the City Council finds substantial hardship caused by the restrictions and finds that the waiver will not unduly affect the integrity of the planning process or the purposes for which this Moratorium was enacted.

SECTION H. Severability. If any section, subsection, sentence, clause or phrase of this Moratorium is for any reason held to be invalid or any action taken hereunder be held invalid, it shall not affect any other section, subsection, sentence, clause or phrase herein. Every section, subsection, sentence, clause and phrase herein is declared severable from every other section, subsection, sentence, clause or phrase.

SECTION I. Enforcement. The City may enforce this ordinance by mandamus, injunction or other appropriate civil remedy in any court of competent jurisdiction.



Date: June 10, 2020
To: Honorable Mayor and Members of the City Council
From: Jim Windingstad, Public Works Superintendent
RE: 2000 GMC 1 Ton Replacement Plan

Mayor and Council,

As part of the 2020 budget we planned on replacing our 2000 GMC 1-ton truck in 2020. When the 2020 budget was presented \$80,000.00 was budgeted for the replacement of this vehicle. We are now taking a closer look at the requirements and want to amend the budget to \$95,000.00 for the following reasons:

- Added a tailgate sander \$7,000.00
- The price of the truck went up by \$5,000.00
- On our Schedule A we also didn't add back in the sale price of the 2000 GMC truck that will be an add back to the account. (possibly a \$4,000.00 add back)

Recommendation

Amend Schedule A to add \$15,000.00 for the replacement of the 2000 GMC 1-ton truck

Respectively Submitted

Jim Windingstad
Public Works Superintendent



444 Cedar Street, Suite 1500
 Saint Paul, MN 55101
 651.292.4400
 tkda.com

PERIODICAL ESTIMATE FOR FINAL PAYMENT

Estimate No. 2-Final Period Ending January 31, 2020 Page 1 of 1 Proj. No. 16045.001
 Contractor In Control, Inc Original Contract Amount \$79,154.00
 Project SCADA Project
 Location City of Columbus

Total Contract Work Completed		\$	<u>79,154.00</u>
Total Approved Credits		\$	<u>0.00</u>
Total Approved Extra Work Completed	\$	<u>6,028.25</u>	
Approved Extra Orders Amount Completed		\$	<u>6,028.25</u>
Total Amount Earned This Estimate		\$	<u>85,182.25</u>

Less Approved Credits	\$	<u>0.00</u>	
Less <u>0</u> % Retained	\$	<u>0.00</u>	
Less Previous Payments	\$	<u>73,619.30</u>	
Total Deductions	\$	<u>73,619.30</u>	

Amount Due This Estimate \$ 11,562.95

Contractor *Shah E. Fakhri* Date 6/5/20
 Engineer *Matthew R. Ellinger* Date 6/5/2020

**CERTIFICATION OF MINUTES
RELATING TO TAXABLE GENERAL OBLIGATION TAX ABATEMENT
REFUNDING BONDS, SERIES 2020A**

ISSUER: City of Columbus, Minnesota

BODY: City Council

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held on Wednesday, June 10, 2020, at 7:00 p.m., in the City Offices

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION APPROVING THE ISSUANCE OF
TAXABLE GENERAL OBLIGATION TAX ABATEMENT REFUNDING BONDS,
SERIES 2020A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer on June 10, 2020.

City Administrator

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, STATE OF MINNESOTA

HELD: Wednesday, June 10, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Columbus, State of Minnesota, was duly held on Wednesday, June 10, 2020 at 7:00 p.m.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING THE ISSUANCE OF
TAXABLE GENERAL OBLIGATION TAX ABATEMENT REFUNDING BONDS,
SERIES 2020A**

BE IT RESOLVED by the City Council of the City of Columbus, Minnesota (herein, the “City”), as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered taxable general obligation tax abatement refunding bonds in the total aggregate principal amount not to exceed \$4,000,000 (herein, the “Bonds”). Proceeds of the Bonds will be used to finance a crossover refunding of all or a portion of the February 1, 2024 through 2036 maturities, aggregating up to \$3,670,000 in principal amount, of the City’s Taxable General Obligation Tax Abatement Bonds, Series 2015A, and to pay the costs of issuing the Bonds.
2. The City Council desires to proceed with the sale of the Bonds by direct negotiation with Northland Securities, Inc. (herein, “NSI”). NSI will purchase the Bonds in an arm’s-length commercial transaction with the City.
3. The Mayor and City Administrator are hereby authorized to approve the sale of the Bonds in an aggregate principal amount not to exceed \$4,000,000 and to execute a bond purchase agreement for the purchase of the Bonds with NSI, provided the total net present value savings on the Bonds is at least \$150,000.
4. Upon approval of the sale of the Bonds by the Mayor and the City Administrator the City Council will take action at its next regularly scheduled or special meeting thereafter to adopt the necessary approving resolutions as prepared by the City's bond counsel.
5. NSI is authorized to prepare an Official Statement related to the sale of the Bonds.
6. If the Mayor and the City Administrator have not approved the sale of the bonds to NSI and executed the related bond purchase agreement by December 31, 2020, this resolution shall expire.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Finance Plan

City of Columbus, Minnesota

\$3,650,000

**Taxable General Obligation Tax Abatement
Refunding Bonds, Series 2020A**

June 10, 2020



150 South 5th Street, Suite 3300

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

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Executive Summary

The following is a summary of the proposed terms for the issuance of \$3,650,000 Taxable General Obligation Tax Abatement Refunding Bonds, Series 2020A (the "Bonds" or "2020A Bonds"). The City is considering various scenarios for structure and the proposed terms may change prior to final pricing of the Bonds. Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 3 - Related Considerations.

Purpose	Proceeds from the Bonds will be used to crossover refund the City's Taxable General Obligation Tax Abatement Bonds, Series 2015A.									
Security	The Bonds will be a general obligation of the City. The City will pledge an annual tax abatement levy for payment of the Bonds.									
Repayment Term	The Bonds will mature annually each February 1 in the years 2024 - 2036. Interest on the Bonds will be payable on February 1, 2021 and semiannually thereafter on each August 1 and February 1.									
Refunding Summary	<table><tr><td>Estimated Savings:</td><td>Gross savings</td><td>\$288,003</td></tr><tr><td></td><td>Net Present Value</td><td>\$189,690</td></tr><tr><td></td><td>Net PV Percent</td><td>4.88%</td></tr></table> <p>Other Factors: No change in the debt structure is proposed for the structure of the Bonds presented in the Finance Plan. The estimated savings may vary depending on the final structure determined by the City.</p>	Estimated Savings:	Gross savings	\$288,003		Net Present Value	\$189,690		Net PV Percent	4.88%
Estimated Savings:	Gross savings	\$288,003								
	Net Present Value	\$189,690								
	Net PV Percent	4.88%								
Estimated Interest Rate	Average coupon: 2.21% True interest cost (TIC): 2.41%									
Prepayment Option	Bonds maturing on and after February 1, 2029 will be subject to redemption on February 1, 2028 and any day thereafter at a price of par plus accrued interest.									
Rating	A rating will be requested from Moody's Investors Service (Moody's). The City's general obligation debt is currently rated "A1" by Moody's.									
Tax Status	The Bonds will be taxable.									
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 5.									
Type of Bond Sale	Negotiated Sale									
Pricing Date	Wednesday, July 8, 2020									
Council Consideration	Wednesday, July 8, 2020									

Issue Overview

Purpose

Proceeds from the Bonds will be used to crossover refund the City's Taxable General Obligation Tax Abatement Bonds, Series 2015A (the "2015A Bonds"). The Bonds have been sized based on the outstanding amount of 2015A Bonds that are subject to early redemption and a City contribution of \$250,000 to reduce the size of the new Bonds. The table below contains the sources and uses of funds for the bond issue based on the proposed terms for the Finance Plan.

Sources Of Funds

Par Amount of Bonds	\$3,650,000.00
Planned Issuer Equity contribution	250,000.00

Total Sources **\$3,900,000.00**

Uses Of Funds

Total Underwriter's Discount (1.960%)	71,540.00
Costs of Issuance	33,000.00
Deposit to Crossover Escrow Fund	3,791,684.84
Rounding Amount	3,775.16

Total Uses **\$3,900,000.00**

Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapters 475 and 469.1813.

Structure

For the Finance Plan, the Bonds have been structured to result in relatively level annual debt service savings over the life of the Bonds, which preserves the original structure of the 2015A Bonds.

The 2015A Bonds maturing on and after February 1, 2024 are eligible for call and prepayment on February 1, 2023 (the "2015A Call Date"). Proceeds of the Bonds will be used to purchase U.S. government or agency securities that will be deposited in an escrow for the 2015A Bonds until February 1, 2023. At that time, monies in the escrow will be used to prepay all outstanding principal of the 2015A Bonds. The City will continue to pay principal and interest on the 2015A Bonds through the 2015A Call Date. Prior to that date, funds in the escrow account will be used to make the interest payments on the new Bonds. After the 2015A Call Date, the City will "crossover" and begin paying the debt service on the 2020A Bonds.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the City. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by City staff:

Tax Abatements. The total amount of the City taxes on the parcels included within the adopted abatement area (approved by Resolution No. 15-07) will be sufficient to pay annual principal and interest of the Bonds. The annual abatement levy is spread over the City's entire general tax base (net tax capacity) the same as the general fund levy. Property within the abatement area will pay the same amount of City taxes as property outside of the abatement area. There is no different impact on individual property tax statements for property within the abatement area compared to other property within the City as a whole. The City may cancel all or a portion of the annual abatement levy if other revenue, including land sale proceeds or any other available revenues,

are deposited into the debt service fund for the Bonds in lieu of certification of the annual abatement levy.

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the City related to the financed project and City objectives, Northland's knowledge of the City and our experience in working with similar cities and projects. The City is continuing to evaluate different scenarios for structure of the Bonds which may change the terms presented in the Finance Plan. The issuance of Taxable General Obligation Tax Abatement Refunding Bonds provides the best means of achieving the City's objectives and cost effective financing. The City has successfully issued and managed this type of debt for previous projects.

Issuing Process

The City has engaged Northland to act as underwriter for the Bonds pursuant to federal securities regulations. Northland will purchase the Bonds in an "arm's length" negotiated sale. The City has chosen this approach for a variety of reasons, including flexibility in timing, ability of the underwriter to explain the Bonds to investors and cultivate investor interest in the issue in advance of the sale, certainty of underwriting commitment and transparency of pricing process. The calendar of events for the issuing process can be found in Attachment 4.

In authorizing the issuance, the City Council will adopt a trigger (parameters) resolution. The resolution authorizes the Mayor and the City Administrator to execute a bond purchase agreement when the total net present value savings on the Bonds is at least \$150,000. The bond purchase agreement will be ratified by the City Council at its next meeting. This approach gives the City greater flexibility in selling the Bonds when market conditions produce the desired results, rather than accepting the conditions that exist on a specific Council meeting date.

Underwriter: Northland Securities, Inc., Minneapolis, Minnesota

Bond Counsel: Kennedy & Graven, Chartered, Minneapolis, Minnesota

Paying Agent: U.S. Bank, National Association, St. Paul, Minnesota

Attachment 1 – Preliminary Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2020	-	-	-	-	-
08/01/2020	-	-	12,689.58	12,689.58	-
02/01/2021	-	-	38,068.75	38,068.75	50,758.33
08/01/2021	-	-	38,068.75	38,068.75	-
02/01/2022	-	-	38,068.75	38,068.75	76,137.50
08/01/2022	-	-	38,068.75	38,068.75	-
02/01/2023	-	-	38,068.75	38,068.75	76,137.50
08/01/2023	-	-	38,068.75	38,068.75	-
02/01/2024	190,000.00	1.350%	38,068.75	228,068.75	266,137.50
08/01/2024	-	-	36,786.25	36,786.25	-
02/01/2025	200,000.00	1.450%	36,786.25	236,786.25	273,572.50
08/01/2025	-	-	35,336.25	35,336.25	-
02/01/2026	210,000.00	1.600%	35,336.25	245,336.25	280,672.50
08/01/2026	-	-	33,656.25	33,656.25	-
02/01/2027	230,000.00	1.700%	33,656.25	263,656.25	297,312.50
08/01/2027	-	-	31,701.25	31,701.25	-
02/01/2028	245,000.00	1.850%	31,701.25	276,701.25	308,402.50
08/01/2028	-	-	29,435.00	29,435.00	-
02/01/2029	260,000.00	1.950%	29,435.00	289,435.00	318,870.00
08/01/2029	-	-	26,900.00	26,900.00	-
02/01/2030	275,000.00	2.050%	26,900.00	301,900.00	328,800.00
08/01/2030	-	-	24,081.25	24,081.25	-
02/01/2031	295,000.00	2.150%	24,081.25	319,081.25	343,162.50
08/01/2031	-	-	20,910.00	20,910.00	-
02/01/2032	310,000.00	2.250%	20,910.00	330,910.00	351,820.00
08/01/2032	-	-	17,422.50	17,422.50	-
02/01/2033	330,000.00	2.350%	17,422.50	347,422.50	364,845.00
08/01/2033	-	-	13,545.00	13,545.00	-
02/01/2034	350,000.00	2.400%	13,545.00	363,545.00	377,090.00
08/01/2034	-	-	9,345.00	9,345.00	-
02/01/2035	370,000.00	2.450%	9,345.00	379,345.00	388,690.00
08/01/2035	-	-	4,812.50	4,812.50	-
02/01/2036	385,000.00	2.500%	4,812.50	389,812.50	394,625.00
Total	\$3,650,000.00	-	\$847,033.33	\$4,497,033.33	-

Date And Term Structure

Dated	6/01/2020
Delivery Date	6/01/2020
First available call date	
Call Price	-

Yield Statistics

Bond Year Dollars	\$38,328.33
Average Life	10.501 Years
Average Coupon	2.2099404%
Net Interest Cost (NIC)	2.3965909%
True Interest Cost (TIC)	2.4142339%
All Inclusive Cost (AIC)	2.5149504%

Attachment 2 - Preliminary Debt Service Savings

Date	Total P+I	PCF	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2021	50,758.33	(50,758.33)	263,937.50	510,162.34	263,937.50	(246,224.84)
02/01/2022	76,137.50	(76,137.50)	276,350.00	276,350.00	276,350.00	-
02/01/2023	76,137.50	(3,746,137.50)	3,958,100.00	288,100.00	288,100.00	-
02/01/2024	266,137.50	-	-	266,137.50	304,112.50	37,975.00
02/01/2025	273,572.50	-	-	273,572.50	314,162.50	40,590.00
02/01/2026	280,672.50	-	-	280,672.50	323,402.50	42,730.00
02/01/2027	297,312.50	-	-	297,312.50	336,870.00	39,557.50
02/01/2028	308,402.50	-	-	308,402.50	349,345.00	40,942.50
02/01/2029	318,870.00	-	-	318,870.00	360,885.00	42,015.00
02/01/2030	328,800.00	-	-	328,800.00	371,450.00	42,650.00
02/01/2031	343,162.50	-	-	343,162.50	386,000.00	42,837.50
02/01/2032	351,820.00	-	-	351,820.00	394,000.00	42,180.00
02/01/2033	364,845.00	-	-	364,845.00	406,200.00	41,355.00
02/01/2034	377,090.00	-	-	377,090.00	417,400.00	40,310.00
02/01/2035	388,690.00	-	-	388,690.00	427,600.00	38,910.00
02/01/2036	394,625.00	-	-	394,625.00	436,800.00	42,175.00
Total	\$4,497,033.33	(3,873,033.33)	\$4,498,387.50	\$5,368,612.34	\$5,656,615.00	\$288,002.66

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	435,915.37
Net PV Cashflow Savings @ 2.200%(Bond Yield)....	435,915.37
Total Cash contribution.....	(250,000.00)
Contingency or Rounding Amount.....	3,775.16
Net Present Value Benefit	\$189,690.53
Net PV Benefit / \$3,889,721.84 PV Refunded Debt Service	4.877%
Net PV Benefit / \$3,670,000 Refunded Principal...	5.169%
Net PV Benefit / \$3,650,000 Refunding Principal..	5.197%

Attachment 3 – Related Considerations

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter's purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the "Undertaking") is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The City will undertake "full" continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain "material events." Material events set forth in the Rule, including, but not limited to, bond rating changes, call notices, and issuance of "financial obligations" (such as PFA loans, leases, or bank placements) must be reported within ten business days of occurrence. The report contains annual financial information and operating data that "mirrors" material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the City, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that the proposed pricing will include premiums. A premium price occurs when the underwriter pays the City an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the underwriter's view on future market conditions, tax considerations for investors and other factors. Ultimately, the true interest cost calculation ("TIC") will indicate the overall cost to the City, regardless of premium.

A premium price produces additional funds that can be used in several ways:

- The premium means that the City needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with City staff on the day of pricing to determine use of premium (if any).

Rating

A rating will be requested from Moody's Investors Service (Moody's). The City's general obligation debt is currently rated "A1" by Moody's. The rating process will include a conference call with the rating analyst. Northland will assist City staff in preparing for and conducting the rating call.

Attachment 4 - Calendar of Events

May 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date	Action	Responsible Party
June 3	Finance Plan and Trigger Resolution Sent to the City	Northland
June 10	Presentation of Finance Plan	Northland
June 11	Preliminary Official Statement Sent to City for Sign Off and to Rating Agency	Northland, City
Week of June 22	Rating Call	Northland, City, Rating Agency
July 1	Rating Received	Northland, City, Rating Agency
July 8	Pricing Date Bond Purchase Contract Signed and Awarding Resolution Adopted - 7:00 p.m.	City Council Action, Northland, Bond Counsel
August 12	Closing on the Bonds (Proceeds Available)	Northland, City, Bond Counsel

Attachment 5 - Risk Factors

Tax Abatement: The tax abatement levy needs to be calculated annually in accordance with the abatement resolution. The abatement levy must be included in the preliminary levy used for annual Truth in Taxation hearings. A tax abatement levy was authorized as a special levy (not subject to levy limits) under the most recent legislation. Levy limits are not currently enacted. The status of a tax abatement levy under future levy limitations (if any) cannot be predicted.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.

City of Columbus Calendar of Meetings

June 2020

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
7	8	9	10 7:00 p.m. CC Mtg	11	12	13
14	15	16	17 7:00 p.m. PC Mtg	18	19	20
21	22	23	24 4:00-6:00 pm CC Workshop 7:00 p.m. CC Mtg	25	26	27