COLUMBUS
Rural Nature. Urban Access.

City of Columbus
PUBLICATION NOTICE
Ordinance Publication Summary

An Ordinance Amending Chapter 7A Zoning Regulations Related to
Home Occupations and Residential Zone Businesses

On October 25, 2023 at its regular meeting, the Columbus City Council adopted ordinance (No. 2023-09) amending Chapter 7A of the City Code, redefining Home Occupation and removing the Residential Zone Business Interim Use Permit use in the Rural Residential (RR) Zoning District. The full ordinance is available to the public for inspection in the City Administrator's Office located at 16319 Kettle River Blvd. NE, Columbus, MN 55025 and on the City's Official website www.ci.columbus.mn.us. This title and summary of Ordinance 23-09 is published in accordance with Minn. Stat. § 412.191 subd. 4.

By order of the City Council
Elizabeth Mursko, City Administrator

Submitted to the Forest Lake Times on October 26, 2023
Published in the Forest Lake Times on November 2, 2023
Posted on August 31, 2023

16319 Kettle River Boulevard, Columbus, MN 55025
651.464.3120 Twin Cities **651.464.5922** Fax
www.ColumbusMN.com

FIRST AMENDMENT TO

WELL EASEMENT AGREEMENT

This First Amendment to Well Easement Agreement (the "**First Amendment**") is made as of _____, 2023, by and between Mary V. Preiner, Jesse R. H. Preiner and Patricia L. Preiner, all single persons (collectively, "**Grantor**"), and the City of Columbus, a Minnesota municipal corporation (the "**City**").

RECITALS

A. Grantor is the owner in fee simple of real property in the County of Anoka, Minnesota, which is legally described on Exhibit A attached hereto (the "**Grantor Tract**").

B. Grantor and City entered into that certain Well Easement Agreement, as of July 27, 2007 ("**Well Easement Agreement**") to allow the City to construct, operate and maintain a water well, pumphouse, pipelines and other related facilities on and under the Grantor Tract for domestic water supply and fire protection purposes (the "**Well Improvements**").

C. The City constructed the Well Improvements and continues to operate and maintain the Well Improvements within the Easement granted by the Well Easement Agreement (the "**Easement**").

D. Grantor and City entered into a separate Parking Lot and Driveway/Access Agreement with The Trust for Public Land ("TPL") granting TPL a nonexclusive access and parking easement over the Grantor Tract.

E. Grantor and City now desire to amend the Well Easement Agreement to confirm and clarify that Grantor, its successors, and assigns have a permanent right to access a portion of the Grantor Tract which includes the Easement granted by the Well Easement Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

1. Recitals. The following recitals are true and correct.

2. Easement. The Grantor and City hereby agree that Grantor shall have the right to access that portion of the Grantor Tract contained within the Easement for Well Improvements as described in Exhibit B attached hereto. The right of access shall run with the title to the Grantor Tract, shall be subject to and not interfere with the rights granted to TPL, and shall inure to the benefit of and be binding upon the Grantor and the City, and their respective heirs, successors and assigns.

3. Maintenance of Driveway Improvements. ~~Grantor and~~ City shall continue to be ~~equally~~ responsible for the cost of maintenance, repair and replacement of the driveway improvements located within the access area described in Exhibit B until such time as Grantor improves or reconstructs the driveway improvements. If there is a dispute about repair or maintenance of driveway improvements, then either party may undertake such work and seek recovery of costs from the other party, including without limitation reasonable attorney's fees.

4. Reconstruction of Driveway Improvements. If Grantor seeks to upgrade the driveway improvements in connection with a development project or otherwise, then Grantor shall be responsible for 100% of such costs. Any plans and specifications for reconstruction of driveway improvements must be approved by Grantor and City prior to such work. Attached as Exhibit C is a concept plan that shows how construction of a 24-foot driveway could be constructed within a portion of the Easement and a portion of Grantor's property. If Grantor seeks to reconstruct driveway improvements, then Grantor shall grant the City a nonexclusive easement over Grantor Tract to use the reconstructed driveway in a manner that minimizes conflict between uses. Once the driveway improvements are reconstructed or improved for Grantor's use, then City shall pay the proportionate cost of maintenance, repair and replacement of the area of the driveway within the Easement shown in Exhibit B and Grantor shall pay the proportionate cost of maintenance, repair and replacement of the area of the driveway outside the Easement shown in Exhibit C. City shall not be responsible for any maintenance, repair and replacement of improvements on the Grantor Tract outside the Easement.

5. ~~4.~~ Ratification. The Well Easement Agreement, as modified by this First Amendment, is fully ratified and affirmed by the Grantor and City.

6. ~~5.~~ Counterparts. This First Amendment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. ~~6.~~ Governing Law. This First Amendment shall be construed and governed by the laws of the State of Minnesota.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the above date.

GRANTOR:

_____
Mary V. Preiner

_____
Jesse R. H. Preiner

_____
Patricia L. Preiner

THE CITY:

CITY OF COLUMBUS

By:_____

Its: _____

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ _____, 2023, by Mary V. Preiner, Jesse R. H. Preiner, and Patricia L. Preiner, all single persons.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by _____, the Deputy Mayor of the City of Columbus, a Minnesota municipal corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2023, by _____, the City Administrator of the City of Columbus, a Minnesota municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Larkin Hoffman Daly & Lindgren Ltd.
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431-1194
(952) 835-3800 (WCG)

EXHIBIT A

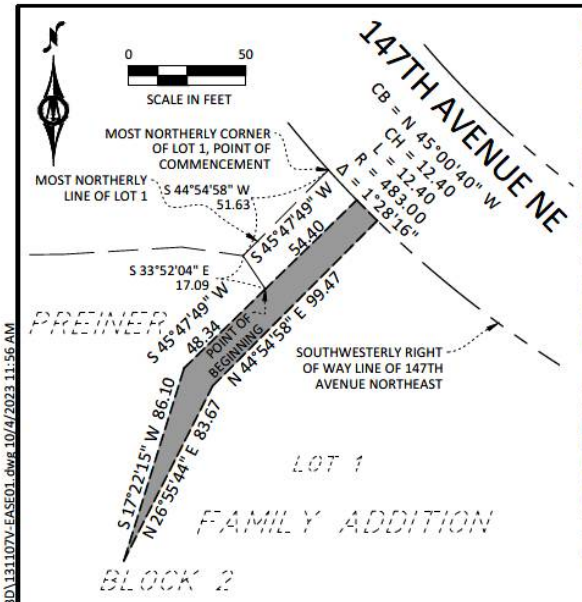
LEGAL DESCRIPTION OF GRANTOR TRACT

The Northwest Quarter of the Northwest Quarter of Section 25, Township 32N, Range 22W, Anoka County, Minnesota

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT

R22-T32-S25-22



PROPOSED DESCRIPTION:

A perpetual easement for driveway, ingress and egress purposes over, under and across Lot 1, Block 2, PREINER FAMILY ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Commencing at the most northerly corner of said Lot 1; thence on as assumed bearing of South 44 degrees 54 minutes 58 seconds West, along the most northerly line of said Lot 1, a distance of 51.63 feet; thence South 33 degrees 52 minutes 04 seconds East, a distance of 17.09 feet to the point of beginning; thence South 45 degrees 47 minutes 49 seconds West, a distance of 48.34 feet; thence South 17 degrees 22 minutes 15 seconds West, a distance of 86.10 feet; thence North 26 degrees 55 minutes 44 seconds East, a distance of 83.67 feet; thence North 44 degrees 54 minutes 58 seconds East, a distance of 99.47 feet, to the southwesterly right of way line of 147th Avenue Northeast, as dedicated and delineated on said plat; thence northwesterly a distance of 12.40 feet, along said southwesterly right of way line of 147th Avenue Northeast, along a non-tangential curve, concave to the northeast having a radius of 483.00 feet, a central angle of 01 degree 28 minutes 16 seconds, and the chord of said curve is 12.40 feet in length and bears North 45 degrees 00 minutes 40 seconds West, to the intersection with a line bearing North 45 degrees 47 minutes 49 seconds East from said point of beginning; thence South 45 degrees 47 minutes 49 seconds West, not tangent with said curve, a distance of 54.40 feet to the point of beginning.

SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.
2. Distances are in feet.
3. Bearings shown on this survey assume the most northerly line of Lot 1 bears South 44 degrees 54 minutes 58 seconds West.

PROPOSED PERPETUAL EASEMENT CONTAINING APPROXIMATELY 1,930 SQ. FT. +/-

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Andrew Hill
License Number 57632

10/04/2023
Date

EASEMENT EXHIBIT
COLUMBUS, MINNESOTA 55025

BOLTON & MENK
7533 SUNWOOD DR NW
SUITE 206
RAMSEY, MN 55303
(763) 433-2851

LOT 1, BLOCK 2, PREINER FAMILY ADDITION, ANOKA COUNTY, MINNESOTA

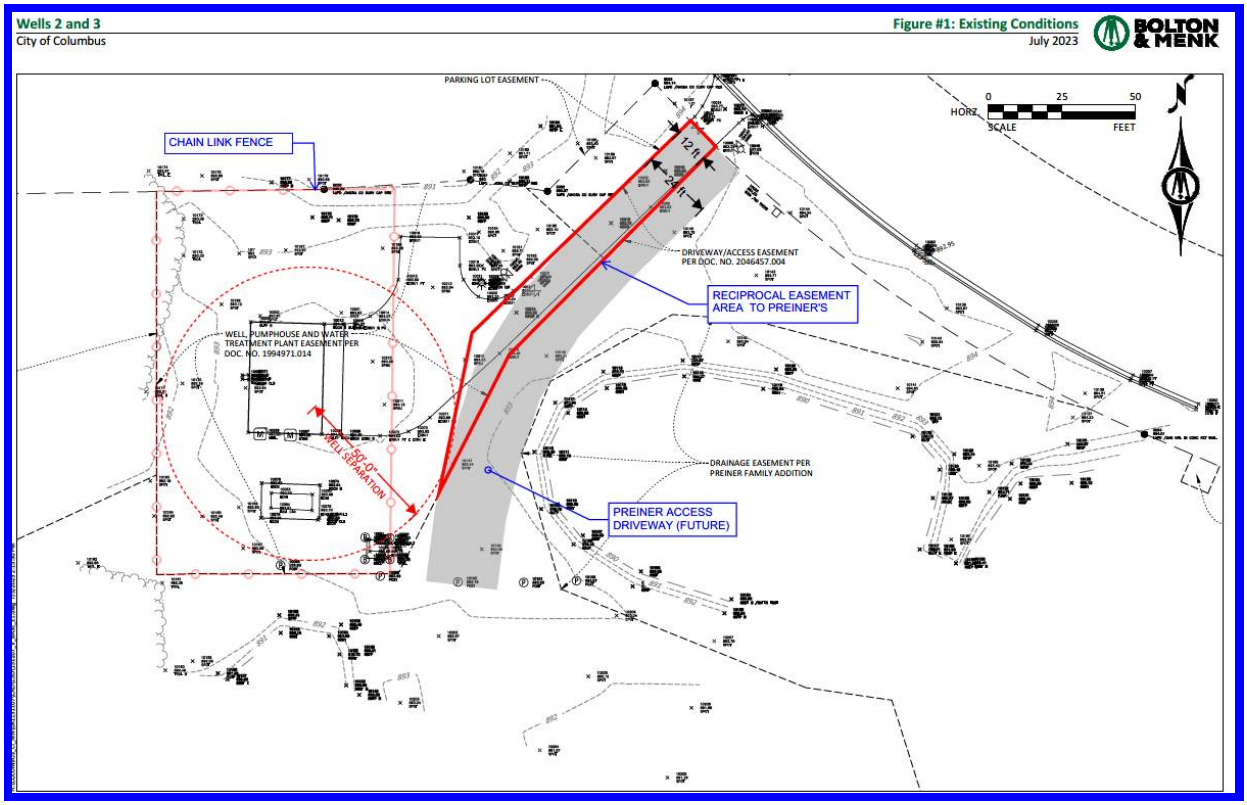
FOR: CITY OF COLUMBUS

JOB NUMBER: 0R1.131107 FIELD BOOK: DRAWN BY: FRD

H:\COLUMBUS_CI_MN\0R1131107\CADD\C3D\131107V-EASE01.dwg 10/4/2023 11:56 AM

EXHIBIT C

CONCEPT PLAN FOR EXPANSION OF DRIVEWAY IMPROVEMENTS



SIXTH AMENDMENT
TO PURCHASE AGREEMENT
(Columbus, MN)

THIS SIXTH AMENDMENT TO PURCHASE AGREEMENT (this **"Sixth Amendment"**) is entered into as of July 31, 2023 (the **"Effective Date"**), by and between **DAVID HARCHANKO**, an individual person (**"Buyer"**), and the **CITY OF COLUMBUS**, a Minnesota municipal corporation (**"Seller"**).

RECITALS

A. Seller and Buyer entered into that certain Purchase Agreement, dated October 14, 2021 (the "Purchase Agreement"), by which Seller agreed to sell Buyer approximately 5.5 acres of property which is legally described in the Purchase Agreement.

B. Seller and Buyer entered into a First Amendment to Purchase Agreement, dated November 30, 2021, extending the Contingency Date set forth in Section 7.1 of the Purchase agreement to June 1, 2022.

C. Seller and Buyer entered into a Second Amendment to Purchase Agreement, dated May 25, 2022, extending the Contingency Date set forth in Section 7.1 of the Purchase agreement to September 1, 2022.

D. Seller and Buyer entered into a Third Amendment to Purchase Agreement, dated August 30, 2022, extending the Contingency Date set forth in Section 7.1 of the Purchase agreement to November 1, 2022

E. Seller and Buyer entered into a Fourth Amendment to Purchase Agreement, dated October 31, 2022, extending the Contingency Date set forth in Section 7.1 of the Purchase Agreement to February 1, 2023.

F. Seller and Buyer entered into a Fifth Amendment to Purchase Agreement, dated January 25, 2023, extending the Contingency Date set forth in Section 7.1 of the Purchase Agreement to May 2, 2023.

G. On April 28, 2023, Seller gave notice to Buyer exercising Buyer's right to extend the Contingency Date by 90 days to August 1, 2023 pursuant to Section 7.1 of the Purchase Agreement. Upon Buyer's extension of the Contingency Date, the Earnest Money became nonrefundable to Buyer.

G. Seller and Buyer now desire to enter into this Sixth Amendment to further extend the Contingency Date and provide for release of the Earnest Money to Seller.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. **Contingency Date Extended**. The Contingency Date set forth in Section 7.1 of the Purchase Agreement as amended by this Sixth Amendment is changed from "August 1, 2023" to "November 1, 2023". Buyer will immediately request release of the Earnest Money to Seller.

2. **Full Force and Effect**. Except as amended and modified herein, all of the terms and provisions of the Purchase Agreement shall remain in full force and effect.

3. **Counterparts; Facsimiles**. This Sixth Amendment may be executed in counterparts, and each of the signatures to this Sixth Amendment, taken together, shall constitute one and the same Sixth Amendment. Facsimile or PDF signatures on this Sixth Amendment shall be treated as originals.

IN AGREEMENT, the parties have executed this Sixth Amendment as of the Effective Date.

BUYER:

DAVID HARCHANKO

SELLER:

CITY OF COLUMBUS

By: Jesse H Preiner
Name: Jesse H. Preiner
Its: Mayor

4855-2740-7990, v. 1

CITY OF COLUMBUS
DEVELOPMENT AGREEMENT
BROWN BEAGLE LLC

THIS AGREEMENT is made this ____ day of Ma_____, 2023, by and between the **CITY OF COLUMBUS**, a Minnesota municipal corporation (the "**City**"), and **BROWN BEAGLE LLC,** a Minnesota limited liability company ("**Developer**").

WHEREAS, Developer is the fee owner of approximately 10.45 acres of land legally described in Exhibit A attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, on May 17, 2023, the Planning Commission recommended approval of a conditional permit for a planned unit development ("**PUD**") to allow development of a phased business park knows as "Columbus Industrial Park". The proposed development of the PUD includes construction of up to seven buildings which will be owned by the Developer and leased to tenants. Access will be provided by a private drive which will also serve as a utility corridor for public sewer and water services.

WHEREAS, on May 17, 2023, the City Council considered and granted approval of the PUD for the Project subject to certain conditions including the execution of this Agreement; and

WHEREAS, the CUP is of record in Anoka County as Document No. 239528; and

WHEREAS, the parties to this Agreement intend to enter into this Agreement to memorialize the conditions of approval and provide for the construction of the Project, private driveway and public utilities.

NOW, THEREFORE, in consideration of the mutual covenants and guarantees contained herein, the parties hereto agree as follows:

1.) Conditions of Approval. The Developer shall comply with the conditions of approval for the PUD as adopted by the City Council on May 17, 2023 and set forth in Exhibit B attached hereto. Failure to comply with such conditions of approval following notice and cure period shall result in Developer being in default of its obligations hereunder, subject to the remedies set forth herein. The conditions of approval specifically incorporate certain code deviations requested by the Developer as part of the review and are set forth in the attached Exhibit B.

2.) Improvements Installed by Developer. Developer is solely responsible for the installation and cost of all public improvements identified in the approved PUD, including without limitation, any grading, improvements to drainage, culverts, sewer and water utilities, curbing, and improvements of a similar nature (the "**Public Improvements**") and the private

improvements, including without limitation, site improvements, parking, landscaping, and building construction (the "**Private Improvements")**. Private Improvements and Public Improvements are collectively referred to as the **"Improvements"**) and shall be constructed in conformance with the conditions of the PUD and development plans attached as Exhibit C, Civil, Utility and Grading Plans attached as Exhibit D Stormwater Plans attached as Exhibit E, and Landscaping Plans attached as Exhibit E. Except as otherwise stated herein, the City shall not be responsible for any costs for the Improvements including without limitation, design, engineering, testing, installation, inspection, change orders, cost overruns, and costs of a similar nature. Prior to commencing work on the Public Improvements, Developer shall grant the City utilities easements for the sewer and water improvements serving development of each phase of the Project in a form acceptable to the City Engineer and City Attorney.

3.) Electronic Data Files. Developer specifically agrees at its expense to construct, install and perform all work and furnish all materials and equipment in connection with the installation of the Improvements shown on the approved grading, drainage and erosion control plans, site plans, development plans, and other project plans and drawings filed with the applications for approval of the PUD. The Developer shall submit electronic data files in a form acceptable to the Building Official and City Engineer describing the Improvements and specifications approved by the City Engineer and Building Official

4.) Pre-construction Meeting. Prior to the commencement of construction of the Improvements, Developer or its engineer shall arrange for a pre-construction meeting to be held at Columbus City Hall or at the Property at the election of the Developer. Such meeting shall be coordinated with the City Engineer and shall include all appropriate parties specified by the City Engineer.

5.) Standards of Construction. Unless otherwise approved, Developer agrees that all Improvements shall comply with the requirements of the conditions and approvals described in this Agreement and shall be constructed and installed in accordance with engineering plans and specifications approved by the City Engineer and the requirements of applicable City ordinances and standards, and that all of the work shall be subject to final inspection and approval by the Building Official and City Engineer.

6.) Materials and Labor. All materials to be employed in the making of the Improvements and all the work performed in connection therewith shall be of uniformly good and workmanlike quality, shall equal or exceed City standards and specifications, and shall be subject to the inspection and approval of the City, approval not to be unreasonably withheld. In case any materials or labor supplied shall be rejected by the City as defective or unsuitable, then such rejected materials shall be removed and replaced with approved materials and rejected labor shall be done anew to the reasonable satisfaction and approval of the City at the cost and expense of Developer.

7.) Schedule of Work. The Developer shall submit a written schedule in the form of a bar chart indicating the proposed progress schedule and order of completion of work covered by this Agreement. It is understood and agreed that the work set forth herein shall be completed by December 31, 2026, unless the period for completion of such work is extended by action of the City Council. Upon receipt of written notice from the Developer of the existence of causes

over which the Developer has no reasonable control, which will delay the completion of the work, the deadline described herein shall be abated for the duration that the delay condition exists.

8.) As-Built Plan. Within sixty (60) days of the construction of the Improvements and prior to the issuance of an occupancy permit, Developer or its contractor shall submit an as-built survey of the property, including topographic data and the location of the Improvements. Within sixty (60) days after the completion of construction of the Improvements, Developer or builder shall cause its engineer to prepare and file with the City a full set of as-built plans, including a mylar original and two (2) black line prints, showing the installation of the Improvements and any existing grading, drainage, utilities, driveways, or other structures above or below grade within the Property. Failure to file the "as-built" plans within sixty (60) day period shall suspend the issuance of building permits and certificates of occupancy for any further construction within the Property. The Developer or its contractor may request in writing that the City Administrator extend the period for submittal of as-built plans if weather or other conditions reasonably prevent the completion of the work necessary to prepare as-built plans, provided that no such extension shall be longer than 120 days. The Developer or its contractor shall submit electronic data files compatible with in a form acceptable to the City Engineer describing and accompanying the as-built plans.

9.) Stormwater Maintenance – The Developer and its successor or assigns as fee owner of the Property shall be responsible for maintaining the Stormwater Improvements in accordance with the Stormwater Maintenance Agreement the form of which is attached as Exhibit G.

10.) Park Fund Payment. Concurrent with the execution of this Agreement, the Developer shall pay a parkland dedication fee of $_____ in connection with approval of the Project.

11.) Sewer and Water Connections Charges. No building permits shall be issued until the sewer and water connection charges are paid (the "Connection Charges") for the Project to be built on Lot 1. The Connection Charges for Lot 1 are as follows:

Metropolitan Council Service Availability: 1 unit x $2,485 per building
City Sanitary Service Availability Charge: 1 unit x $505 per building
City Water Connection Charge: _____ units x $1,806 = $_____

12.) Staking, Surveying and Inspection. It is agreed that the Developer, through its engineer, shall provide for all staking and surveying for the above-described Stormwater Improvements. In order to ensure that the completed Stormwater Improvements conform to the approved plans and specifications, the City will provide for inspection as determined necessary by the City Engineer.

13.) Grading, Drainage, and Erosion Control. Developer, at its expense, shall provide grading, drainage and erosion control plans to be reviewed and approved by the City Engineer. The plans shall provide for temporary dams, earthwork or such other devices and practices, including seeding of graded areas, as necessary, to prevent the washing, flooding, sedimentation and erosion of lands and streets within and outside the Property during all phases of construction.

Developer shall keep the Improvements constructed upon the Property and nearby roadways free of all dirt and debris resulting from construction thereof by the Developer, its agents or contractors.

14.) Building and Occupancy Permits. No occupancy permits shall be issued until the completion of the following: 1) all utilities are installed; 2) Developer completes all grading and construction of the driveways, parking, and access improvements, including installation of the first lift of bituminous pavement as approved by the City Engineer; 3) Developer's payment of all contributions required herein. No building permits shall be issued for the Property until payment of the Connection Charges described in Section 11, Escrow described in Section 19, and the Surety described in Section 20.

15.) Inspection. The City will provide for quality control inspection of the Improvements as determined by the City Engineer. Upon completion of the Improvements, the City Engineer, the contractor(s), and the Developer's engineer will make a final inspection of the work. When the City Engineer is satisfied that all work is completed in accordance with the approved plans and specifications, and the Developer's engineer has submitted a written statement attesting to same, the Developer shall convey the Public Improvements as provided in Section 16 of this Agreement.

16.) Conveyance of Certain Improvements. Upon completion of the installation by Developer and approval by the City Engineer of the Public Improvements, the City shall own all utilities and culverts identified in plans for the Public Improvements and Developer shall convey the Public Improvements free of all liens and encumbrances and with warranty of title, upon deed or other instrument prepared by the City Attorney.

17.) Replacement. All work and materials performed and furnished hereunder by the Developer, its agents and subcontractors, found by the City to be defective within one year after acceptance by the City, shall be replaced by Developer at Developer's sole expense.

18.) Restoration of Streets, Public Facilities and Private Properties. The Developer shall restore all City streets and other public facilities and any private properties disturbed or damaged as a result of Developer's construction activities, including sod with necessary black dirt, bituminous or concrete replacement, and all other items disturbed during construction.

19.) Reimbursement of Costs. The Developer shall provide an escrow to the City to reimburse the City for all third-party costs, including reasonable engineering, legal, planning and administrative and street signage expenses incurred by the City in connection with all matters relating to the administration of the obligations contained within this Agreement and the performance thereof by the Developer. The initial amount of the escrow shall be $15,000.00 (the "Escrow") to be held by the City. If costs exceed the initial amount, the City will send written notice to the Developer along with an estimate of the additional costs for administration and review of the Improvements by the City. Unless otherwise stated herein, such reimbursement of costs shall be drawn from the escrow or made within thirty (30) days of the date of mailing of the City's notice of costs to the address set forth herein. Developer shall have a reasonable opportunity to review all invoices. The City will draw down costs from the Escrow as costs are accrued. Following issuance of a certificate of occupancy, the City shall determine whether the

escrow is in excess of remaining costs and reimburse the excess amount to Developer, within 30 days of the issuing of the certificate of occupancy by the City.

20.) Surety for Public Improvements, Landscaping, and Stormwater Improvements - Deposit or Letter of Credit. For the purpose of assuring and guaranteeing to the City that the Public Improvements, Stormwater Improvements, and Landscaping Improvements will be constructed, installed, and furnished by the Developer in accordance with the terms of this Agreement, and to ensure that the Developer shall pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer shall furnish to the City either a cash deposit or an irrevocable bank letter of credit approved by the City in an amount equal to 125 percent of the total cost of the Public Improvements, Stormwater Improvements, and Landscaping Improvements estimated by the Developer's engineer and approved by the City Engineer as $_____ (the "**Surety**") [Amount has not been confirmed by City Engineer]. The Surety shall be delivered to the City Administrator prior to issuance of any building permits for the Improvements, including without limitation, prior to commencing construction of the Public Improvements, Stormwater Improvements, or Landscaping Improvements. The amount of the Surety may be reduced proportionately as the Public Improvements, Stormwater Improvements, or Landscaping Improvements are completed upon written request from the Developer to the City Engineer. The request for reduction shall be subject to review by the City Administrator and City Engineer and approval of the City Council which approval shall not be unreasonably withheld. In any event, twenty percent (20%) of the original Surety amount shall be maintained for a period of one year following the completion and acceptance of the Public Improvements, Stormwater Improvements, and Landscaping Improvements to repair or correct defects or replace landscaping.

21.) Insurance. The Developer shall take out and maintain during the term of this Agreement public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of their subcontractors, or by one directly or indirectly employed by any of them. This insurance policy shall be in the amount of not less than $1,000,000.00 per occurrence, $2,000,000.00 aggregate. The City shall be an additional insured on the policy. Prior to commencement of construction of the Improvements the Developer shall file with the City a certificate of such insurance as will protect the Developer, his contractors and subcontractors from claims arising under the workers' compensation laws of the State of Minnesota.

22.) Laws, Ordinances, Regulations and Permits. Developer shall comply with all laws, ordinances, and regulations of all regulatory bodies having jurisdiction over the Property and shall secure all permits that may be required by the City of Columbus, the State of Minnesota, the County of Anoka, and the Rice Creek Watershed District before commencing development of the Property.

23.) Notices. All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given upon delivery, when (a) mailed by certified mail, return receipt requested, postage prepaid, or (b) sent via nationally recognized overnight courier service (e.g., FedEx, UPS), in each case with proper address as indicated below. The City and the Developer by written notice given by one to the other, may designate any address or addresses to which notices, certificates or other communications to them shall be sent when

required as contemplated by this Agreement. Unless otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City:	Elizabeth Mursko, City Administrator City of Columbus 16319 Kettle River Blvd Columbus, MN 55025
With a Copy to:	Columbus City Attorney c/o Larkin Hoffman 8300 Norman Center Drive, Suite 1000 Minneapolis, MN 55437-1060
To the Developer:	BROWN BEAGLE LLC _____ _____

24.) Proof of Title. Developer shall furnish a title opinion, title report, title insurance commitment, title insurance policy, or marked up and signed pro forma title insurance policy, demonstrating that Developer is the fee owner of the Property prior to entering the same to construct the Improvements as provided herein. Developer agrees that in the event Developer's ownership in the Property should change in any fashion prior to the completion of the Improvements and the fulfillment of the requirements of this Agreement, Developer shall forthwith notify the City of such change in ownership. Developer further agrees that the Public Improvements and utility easements provided to the City shall be free and clear of all monetary liens (i.e., mortgage).

25.) Indemnification. The Developer shall hold the City harmless from and indemnify the City against any and all liability, damage, loss, claims, demands, and expenses, including but not limited to reasonable attorneys' fees, arising from or out of the Developer's or the Developer's agents or employee's negligent or intentional acts, or any violation of safety law, regulation or code in the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the City. It is further understood and agreed that the members of the City Council, and the employees of the City shall not be personally liable or responsible, in their individual capacities, in any manner to the Developer, the Developer's contractors or subcontractors, materialmen, laborers, or any other person, firm or corporation whomsoever, for any debt, claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work and Improvements hereunder.

26.) Nonwaiver of Liability Limits or Immunities. Nothing in this Agreement shall constitute a waiver by the City of any statutory limits or immunities from liability. Each right, power or remedy conferred upon the City by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City at law or in equity, or under any other agreement. Each right, power and remedy herein

set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

27.) Release. It is agreed that the Subdivision and PUD are undertaken at the sole risk of the Developer. The Developer does expressly forever release the City from any claims, demands, injuries, damage actions, or causes of action whatsoever, arising out of or connected with the condition of the Property.

28.) Default. The failure by Developer to perform any covenant, condition or obligation, as required under this Agreement, beyond applicable cure periods, shall constitute a default.

29.) Remedies. In the event of Developer's default under this Agreement and following written notice to the Developer and the failure of Developer to cure said default within thirty (30) days following receipt of notice, or such additional time as may be reasonably necessary if such cure by its nature would take longer than thirty (30) days to cure provided Developer commenced the cure within such initial thirty (30) day period, the City, in its sole judgment and discretion, may initiate such action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer. Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. Developer also acknowledges that failure to perform any or all of their obligations under this Agreement may result in substantial damages to the City and that in the event of default by the Developer, the City may commence legal action to recover damages, losses and expenses sustained by the City including, without limitation, attorneys' fees and costs incurred to enforce its rights if the City prevails in a claim against the Developer, whether resolution is by arbitration or in litigation instituted against Developer to enforce this Agreement.

30.) Disclosure. The Developer agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality, as those laws may be amended. All data created, collected, received, stored, used, maintained, or disseminated by the Developer in performing its obligations is subject to the requirements of the Act. The Developer agrees to promptly respond to inquiries from the City concerning data requests. The Developer agrees to hold the City, its officers, department heads and employees harmless from any claims resulting from the Developer's failure to disclose data maintained by the Developer and authorized for release by the City, and from Developer's unlawful disclosure or use of data protected under state and federal laws.

31.) Nondiscrimination Statement. In the hiring of common or skilled labor for the performance of any work pursuant to the State Agreement, Developer shall not discriminate against any person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates. Further, Developer shall not discriminate against, or intimidate, or prevent the employment of, any person

or persons identified in the first sentence of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work on account of race, creed, or color.

32.) Equal Opportunity Statement. Developer agrees to comply with the provisions of all applicable federal, state, and City statutes, ordinances, and regulations pertaining to civil rights and nondiscrimination including without limitation Minnesota Statutes, section 181.59 as amended, incorporated herein by reference.

33.) Headings. Headings at the beginning of paragraphs hereof are for convenience of reference, shall not be considered a part of the text of this Agreement, and shall not influence its construction.

34.) Waiver. No failure by the City to insist upon the strict performance of any covenant, duty, agreement, or condition contained in this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any other covenant, agreement, term or condition, nor does it imply that such covenant, agreement, term or condition may be waived again.

35.) Severability. In the event any provisions of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.

36.) Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

37.) Laws Governing. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

38.) Successors and Assigns. It is agreed by and between the parties hereto that the Agreement herein contained shall be binding upon and inure to the benefit of their respective legal representatives, successors, and assigns.

39.) Assignment. The Developer may not assign this Agreement without the prior written consent of the City, which consent shall not be reasonably withheld.

40.) Term. The term of this Agreement shall commence on full execution hereof and shall terminate upon the issuance by the City of a certificate of completion to Developer as provided in Section 41 herein. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns and the benefits and burdens shall run with the Property.

41.) Certificate of Completion. Upon completion of the Developer's responsibilities under this Agreement, Developer may request in writing a certificate of completion. Such certificate shall be promptly granted by the City, unless the City determines, in its sole, reasonable discretion that Developer's obligations and responsibilities have not been satisfied,

and the City issues a specific, itemized written schedule of unsatisfied obligations and responsibilities to Developer.

42.) Authority. Each of the undersigned parties warrants that it has the full authority to execute this Agreement, and each individual signing this Agreement on behalf of a corporation or company hereby warrants that he or she has full authority to sign on behalf of the corporation or company and that he or she represents and binds such corporation or company thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

[Signature Pages Follow]

DEVELOPER:

BROWN BEAGLE LLC

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by _____, the _____ of BROWN BEAGLE LLC on behalf of the limited liability company.

_____
Notary Public

CITY OF COLUMBUS

By: _____
Jesse H. Preiner
Its: Mayor

By: _____
Elizabeth Mursko
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Jesse H. Preiner and Elizabeth Mursko, the Mayor and City Administrator, respectively, on behalf of the City of Columbus.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Larkin, Hoffman, Daly & Lindgren, Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
(952) 835-3800 (WCG)

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Conditions of Approval for Columbus Industrial Park

Conditions from the May 17, 2023 City Council minutes for Brown Beagle LLC Conditional Use Permit for a Planned Unit Development for "Columbus Industrial Park" to create a phased development of seven (7) buildings for lease to other companies (PC22-102):

1. The PUD CUP is contingent upon detailed recommendations of the City Engineer.
2. The PUD CUP is contingent upon detailed recommendations of the City Public Works Director.
3. The PUD CUP is contingent upon detailed recommendations of the City Attorney, including but not limited to structuring the final conditions of the PUD CUP for recording.
4. The PUD CUP is contingent upon Phase 1 detailed plan review and approval by the Building Official.
5. The PUD CUP is contingent upon detailed plan review and approval by the Forest Lake Fire Department.
6. The PUD CUP is contingent upon requirements of the Anoka County Highway Department.
7. The PUD CUP is contingent upon requirements of the Rice Creek Watershed District.
8. The PUD CUP authorizes the phased development of the Property, provided Phase 1 shall be completed by December 31, 2024, Phase 2 shall be completed by December 31, 2025, and Phase 3 shall be completed by December 31, 2026. Failure to meet the deadlines established for the Phased Development Approval shall result in a mandatory amendment to the PUD CUP to address the disposition and completion of the proposed development.
9. Phases 2 and 3 require the submission and administrative review and approval of detailed building plans, including floor plans, utility plans, building elevations, and final landscape and screening plans, prior to the issuance of any building permits in either phase.
10. All uses of the Property shall be strictly limited to the Permitted Uses and Conditional Uses allowed in the LI Light Industrial Zoning District.
11. The future lease and occupancy of any building on the Property is contingent upon formal written notice from Brown Beagle to the City with the contact information, business description and zoning use compatibility of each lessee. The City must furnish Brown Beagle with a written letter of zoning compliance prior to the original occupancy or reuse of any building.
12. Outdoor, overnight vehicle and equipment parking shall be limited to those parking spaces on the east and west sides of the buildings; except, no overnight parking is permitted on the east side of Building 1 and overnight parking shall be permitted on the north side of Building 7.
13. The outdoor storage of other approved materials shall be similarly restricted as in Condition #12 above; except, no outside storage may occupy a parking space.
14. Once authorized, Brown Beagle shall construct and maintain all site improvements consistent with the Conditional Use Permit Application, dated January 4, 2023; Planned Unit Development CUP application received February 20, 2023; revised Narrative, dated March 21, 2023; architectural plans (sheets A3.01 and G0.02), by Erik Walker,

received April 5, 2023; revised Engineering Plan for Columbus Industrial Park (pages 1-22), by Windsor Engineers, dated March 21, 2023 and received April 5, 2023; except as may be modified with City approval.

15. Approval of the PUD CUP does not eliminate the requirement for obtaining any other permits and approvals as may be required by City, watershed, county, or state laws, rules, ordinances, and policies, including but not limited to grading permits, building permits, plumbing permits, electrical permits, stormwater permits, sign permits, driveway permits, public water connection, and public sewer connection.
16. All site lighting shall be shrouded and downcast.
17. All site signage requires administrative review and permitting.
18. The PUD CUP authorizes the construction of 6-feet-tall vinyl fencing between the buildings in lieu of dumpster enclosures. The fencing shall be extended along the parking lot on the west side of Building 6 and along two sides of the trash dumpster for Building 7. The fencing shall be a non-white color that matches or is complementary to the color schemes of the building exteriors.
19. Buildings on the Property shall be properly maintained, physically and aesthetically, throughout the duration of the PUD CUP.
20. Approved landscaping and screening shall be maintained and replaced, as needed, throughout the duration of the PUD CUP.
21. Upon reasonable notice and a finding that additional parking is needed on the Property, the City Council may require that Brown Beagle construct additional parking as illustrated on the "Proof of Parking" plan, dated February 16, 2023.
22. In the event the City Council determines, in its sole discretion, that the use of the Property is not being operated in accordance with any term or condition contained herein, the PUD CUP may be revoked by the City upon proper notice and a hearing. The City shall notify regulatory authorities that have issued licenses or permits in connection with the PUD CUP of any such revocation.
23. Any expansion or intensification or change in the approved use of the Property requires an amendment to the PUD CUP.
24. Brown Beagle shall be obligated to pay all costs and expenses incurred by the City in connection with any proceeding to revoke the PUD CUP, including reasonable attorneys' fees and consultant fees.
25. Brown Beagle shall be responsible to reimburse the City for its out of pocket expenses incurred in the review and approval of the PUD CUP, including any subsequent inspection and enforcement actions.

EXHIBIT C

Development Plans for Columbus Industrial Park

EXHIBIT D

Civil, Utility, and Grading Plans

EXHIBIT E

Stormwater Plans

EXHIBIT F

Landscaping Plans

EXHIBIT G

Stormwater Maintenance Agreement

STORMWATER MAINTENANCE AGREEMENT

CITY OF COLUMBUS
DEVELOPMENT AGREEMENT
BROWN BEAGLE LLC

THIS AGREEMENT is made this _____ day of _____ 2023, by and between the **CITY OF COLUMBUS**, a Minnesota municipal corporation (the "**City**"), and **BROWN BEAGLE LLC,** a limited liability corporation ("**Developer**").

WHEREAS, Developer is the fee owner of approximately 10.45 acres of land legally described in Exhibit A attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, on May 17, 2023, the City Council considered and granted approval of the final plat of Bonfire Farmstead, subject to certain conditions set for in this Agreement; and

WHEREAS, the stormwater improvements described in this Agreement include, but are not limited to, piping, culverts, filtration systems, stormwater ponds, and all related facilities (the "Stormwater Improvements"). In addition to the drainage and utility easements shown on the final plat of Bonfire Farmstead, the easement areas for the Stormwater Improvements are described in **Exhibit B** attached hereto and made a part hereof (collectively, the "Easement Areas");

WHEREAS, the Rice Creek Watershed Management District requires permanent provisions for handling of storm runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

WHEREAS, the City and the Developer intend to comply with certain conditions, including entering into this maintenance agreement ("Agreement") regarding the Stormwater Improvements.

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

1. Maintenance of the Stormwater Improvements. The Developer, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Developer will make periodic inspection and perform maintenance of the Stormwater Improvements as depicted in **Exhibit C** attached hereto and made a part hereof. The Developer will keep record of all inspections and maintenance activities and submit such records annually to the City. The cost of inspections and maintenance will be allocated to the Developer and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may inspect the Stormwater Improvements at any time and will have the right to enter upon the Easement Areas and such portions of the Property as may reasonably be necessary to gain access to the Easement Areas to perform such inspections necessary to ensure the property functioning of the Stormwater Improvements. Additionally, the City may maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Developer or its successors or assigns has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Developer written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Developer is making a good faith effort to complete said task. If Developer does not complete the maintenance tasks within the required time period after notice is given by the City, the City will have the right to enter upon the Easement Areas and the Property as may reasonably be necessary to gain access to the Easement Areas to perform such maintenance tasks. The City will send an invoice of its maintenance costs to the Developer or its successors or assigns, which will include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Developer or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City will have the right to assess the full cost thereof against the Property. The Developer, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Developer for failure to perform maintenance tasks will be and hereby is waived by the Developer, and the Developer will reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Developer hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Developer's, or the Developer's agents' or employees' negligent or intentional acts, or any violation of any

safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions, except to the extent of intentional or grossly negligent acts of the City, its employees, agents and representatives. In the event the City, upon the failure of the Developer to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Developer will indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Developer's required work under this Agreement, but this indemnification will not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Developer agrees to reimburse the City for all reasonable costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees after providing written notice to Developer and a reasonable opportunity to cure.

5. Rights Not Exclusive. No right of the City under this Agreement will be deemed to be exclusive and the City will retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement will either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

To the City:	Elizabeth Mursko, City Administrator City of Columbus 16319 Kettle River Blvd Columbus, MN 55025
With a Copy to:	Columbus City Attorney c/o Larkin Hoffman Attorneys 8300 Norman Center Drive, Suite 1000 Minneapolis, MN 55437-1060
To the Developer:	BROWN BEAGLE LLC

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Developer under this Agreement will also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement will run with the Property.

8. Effective Date. This Agreement will be binding and effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

CITY OF COLUMBUS

By: _____
Jesse H. Preiner
Its: Mayor

By: _____
Elizabeth Mursko
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Jesse H. Preiner and Elizabeth Mursko, the Mayor and City Administrator, respectively, on behalf of the City of Columbus.

_____
Notary Public

DEVELOPER:
BROWN BEAGLE LLC

By: _____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____, of BROWN BEAGLE LLC, on behalf of the company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Larkin, Hoffman, Daly & Lindgren, Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
(612) 835-3800 (WCG)

EXHIBIT A TO
STORMWATER MAINTENANCE AGREEMENT

Legal Description of the Property

EXHIBIT B TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT C TO
STORMWATER MAINTENANCE AGREEMENT

Depiction of Location of Stormwater Improvements

4854-9528-6097, v. 3
4882-9987-8536, v. 1

Career Enhancement Options, Inc. (CEO, Inc.)

CEO, Inc. has worked with a variety of individuals and organizations enhancing communication and leadership development to increase engagement, build customer satisfaction, and ensure results. CEO provides expertise on human resource policy and practices to attract, secure and align talent to achieve strategic objectives.

CEO's experience spans a diverse client base including: Allete, Cargill, CarVal, CenturyLink, City of Lake Elmo, Counties (Dakota, Hennepin, Ramsey and Scott), General Mills, HSBC, Medtronic, Meritas Law, MNSCU, National Association of Realtors, United Health Group, US Bank, Schwab, TreeHouse, University of Minnesota, Urban Ventures, Watershed Districts (CLFLWD, PLSLWD, RCWD and RPBCWD), Xcel Energy, and Ziegler.

Please contact us at:

612.272.4527

Ellen.Hinrichs@icloud.com

Enhancing Careers,

Enriching Lives

Ellen Hinrichs, M.A., is a human resource development consultant and coach who provides expertise to increase individual, team and organizational effectiveness.

As the owner and president of **C**areer **E**nhancement **O**ptions, Inc., Ellen applies expertise through coaching, training, and designing human resource strategies and tools. With over 25 years of experience, Ellen coaches and designs trainings for leaders, teams and individual contributors to strengthen and develop competencies that create value and produce results.

Ellen has worked with a variety of businesses, government entities and nonprofit organizations helping to realign resources to the core mission, convert opportunities into growth, and build capacity for greater impact. With an understanding of an organization's culture and goals, Ellen has created and updated Employee Handbooks, Performance Review Systems, and Job Descriptions. She has also partnered with leaders in interviewing and onboarding talent to help ensure a right fit and a smooth transition. With a heightened strategic perspective, Ellen has worked with boards of nonprofits and leadership teams in redefining their mission, vision and values and crafting a strategic plan.

She earned a BA degree in English and Communication from Augsburg College, and an MA degree in Human Resource Development from the University of St. Thomas. Prior experience includes 15 years with two global consulting firms: Towers Perrin (now Willis Towers Watson) and DBM (now Lee Hecht Harrison). Ellen is certified in numerous tools and programs such as MBTI, DiSC, TKI, Covey, and InsideOut Development. She has also been credentialed as a coach with International Coach Federation (ICF) specializing in leadership and career coaching, and has taught HR management courses in two MBA programs.

Organizational Development Statement of Work

Project Objective:

Organizational Development is the structured, intentional process of moving an organization from its current state to where it wants to be, or its future state. The focus of this organizational development project is to evaluate the organization's current culture, processes, job descriptions, and structures and identify targeted changes in these areas to best equip the organization for the change process incumbent with the hiring of a new city administrator.

Background:

The Columbus City Council is a five-member elected body with the Mayor elected at-large for a two-year term and Council members elected for four-year staggered terms. The Council is the legislative and quasi-judicial body of the City and is empowered to set city policy, develop, and enact city ordinances to ensure the health, safety, and welfare of its residents, regulate land use, hire and terminate city employees, and approve budgets for City departments and offices and levy property taxes to fund the budget. The City Staff is currently comprised of 11 staff members (with two vacant positions) with various city-wide responsibilities, including administration, communications, elections, planning and zoning, permitting, and public works.

The City of Columbus has accepted the resignation of its current City Administrator, Elizabeth Mursko. Her last day in the office is December 31, 2023, after which, she will transition to a 3-month (January-March 2024) remote position, yet to be defined.

Qualifications of Consultant: The selected consultant will possess capacity and competencies on a full range of services, including knowledge of Organizational Development initiatives and strategies, Leadership Development, Facilitation Techniques, Strategic Goal Setting, and Change Management.

In addition to the above, the following specialized qualifications are preferred:

- Experience assisting local government organizations in change management.
- Public sector organizational development and leadership assessment expertise.
- Knowledge of local government organizational and management structures that foster teamwork, customer service and efficiency.
- Skilled in collaborative facilitation and training, especially for sensitive topics.

Scope of Work:

The selected consultant will perform the following work to assist with a smooth transition before, during and after the hiring of a new city administrator.

Timeframe: October-mid-December

- Attend weekly Personnel Committee Meetings (Tuesdays at 3:30 pm) either in person or remotely, depending on agenda, for time period November 7 - December 31, 2023 (no meeting Dec 26th).

- Conduct interviews of key stakeholders (City Council (5) and other Board members (6), City Staff (11), Consultants (3) to gather information necessary to inform organizational recommendations and identify challenges during the transition to a new City Administrator. We anticipate twenty of these interviews will be in-person and 5 will be remote

- Review the roles and responsibilities of current City Administrator position and help strategically craft a new position description that reflects a more manageable workload, would draw an adequate pool of talent from a recruitment perspective, and is harmonious with the culture and priorities of the city office.

- Provide a report or summary that outlines current operational challenges and recommendations for meeting those challenges. This includes but is not limited to:
  a.) optimal organizational size and structure;
  b.) revised or updated job descriptions;
  c.) assessment of salary and benefit vs. market;
  d.) recommendations for managing the leadership transition.

- Define transition plan from current city administrator to Interim City Administrator and from Interim City Administrator to the newly hired City Administrator.

- Review and make recommendation for updating the job descriptions of current city staff positions (10), including but not limited to determination of the following:
  1. Does it define the level of service expected by the council/public?
  2. Is it scored appropriately for the level of responsibility, education and skills required?
  3. Is there a clear promotional pathway?
  4. Can there be some level of cross-training with other positions so that there is some back up

- Update city staff job descriptions based on accepted recommendations (10) and draft job descriptions for Permit Coordinator and Assistant City

Administrator.

- Review and make recommendations on salary/benefit structure, organizational chart, employee policy and procedures manual, performance review tool, performance improvement plan tool, exit interview tool and turn over rate.

- Using the information gleaned in interviews and review of above documents and tools, make recommendations to improve resiliency and continuity of operations before, during and after leadership transition. This includes but is not limited to adequacy of staff size, recommendation for additional staff or restructuring of duties, development of interim City Administrator duties in conjunction with Elizabeth's 3-month remote position.

- Develop position description for new staff role that Elizabeth will work remotely January-March. Specifically outline projects, deliverables, reporting structure and how this will interface with the interim city administrator position, staff, and Council.

Elective Phase II Services

- Recommend leadership style assessment tool(s) for City Administrator candidates to complete and an evaluation process for the tool(s) recommended.

- Provide recommendation regarding additional steps or phases to advance organizational development (e.g., onboard coaching for the new leader) with additional cost estimates and scope.

Deliverables:

- Summary report of current operational challenges, recommendations for organizational structure changes, and any additional recommendations to advance organizational development.
- Compose City Administrator job description for the permanent position.
- Recommendations for potential changes to staff job descriptions or positions.
- Update existing staff job descriptions (10) based on agreed recommendations.
- Compose two (2) new Job descriptions: for Permit Coordinator and Assistant City Administrator.
- Transition plan from current city administrator to Interim City Administrator and from Interim City Administrator to the newly hired City Administrator
- Position description for Elizabeth's remote position from Jan-March 2024.

Elective Deliverables

- Leadership style assessment tools.

- Recommendations for additional steps or phases to advance organizational development

Completion Criteria:

- Services are completed satisfactorily and by an agreed upon timeframe.
- Changes to the scope of services shall be made in writing and signed by both parties.

Fee Schedule:
To be provided in a separate proposal on a per deliverable and/or hourly basis with an estimate of total cost for entire scope of work. Please break the cost of existing job description review/recommendations into two components:

a.) Review of existing job descriptions and recommendation for updates.
b.) 'Drafting updated Job Descriptions, incorporating recommendations

Please include a separate fee schedule for the Elective Services.

Career Enhancement Options, Inc. (CEO, Inc.)

CEO, Inc. has worked with a variety of individuals and organizations enhancing communication and leadership development to increase engagement, build customer satisfaction, and ensure results. CEO provides expertise on human resource policy and practices to attract, secure and align talent to achieve strategic objectives.

CEO's experience spans a diverse client base including: Allete, Cargill, CarVal, CenturyLink, City of Lake Elmo, Counties (Dakota, Hennepin, Ramsey and Scott), General Mills, HSBC, Medtronic, Meritas Law, MNSCU, National Association of Realtors, United Health Group, US Bank, Schwab, TreeHouse, University of Minnesota, Urban Ventures, Watershed Districts (CLFLWD, PLSLWD, RCWD and RPBCWD), Xcel Energy, and Ziegler.

Please contact us at:

612.272.4527

Ellen.Hinrichs@icloud.com

Enhancing Careers,

Enriching Lives

Proposal for the City of Columbus Minnesota

Human Resource and Organization Development Consulting

Date: October 24, 2023

To: Janet Hegland and Sue Wagamon, City of Columbus Council Members

Project Scope: Provide human resource and organization development consulting as identified in the City of Columbus Scope of Work. Work is estimated to be completed by December 31, 2023. Conduct an organizational audit including up to 25 stakeholder interviews, document reviews, and job description reviews, updates, and two newly-created. Interviews will mostly be in person. Participate (remotely) in weekly check-in meetings with the transition team.

Deliverables:

1. New City Administrator job description for the permanent position.
2. Recommendations for potential changes to staff job descriptions or positions.
3. Transition plan from current City Administrator to Interim City Administrator and from Interim City Administrator to the newly hired City Administrator.
4. Position description for current City Administrator remote position from Jan-March 2024.
5. Recommendations for leadership style assessment tools.
6. Summary report of current operational challenges, recommendations for organizational structure changes, and any additional recommendations to advance organizational development.
7. Ten job descriptions updated; two created for new positions.

Project Cost: Cost for work outlined in the SOW is estimated to be $14,200.00 (Cost will be $11,880.00 without item 7 above.)

Additional Work: Work outside of this scope will be discussed, decided upon and priced accordingly. This may include assessments and feedback interpretations; interviewing and/or onboard coaching of new City Administrator; updating/creating internal tools and documents; and/or ongoing human resources consulting.

Invoicing: Fifty percent will be invoiced 11/30/23; remainder will be invoiced 12/31/23, or end of completed work.

- Referencing Sheet C1 of the civil plan, the arrows indicating the site access at the north end of the site cuts through a grass area, according to 2020 aerial photography. There must be a continuous paved or gravel access, a minimum of 16 feet wide, connecting the access easement to the site.
- The retaining wall is of sufficient height that a fence at the top of wall should be considered for safety reasons and may be required by building code.

Preliminary Plat and Conditional Use Permit for Planned Unit Development Applications – Ralph and Nancy Dooley, 6907 W. Broadway Avenue NE

Lastly, the Planning Commission considered a preliminary plat and conditional use permit for planned unit development (CUP for PUD) application for NanDool Preserve at 6907 W. Broadway Avenue NE. The group unanimously recommended the application for approval.

Motion by Hegland to approve the NanDool Preserve Preliminary Plat application for 6907 W. Broadway Avenue NE (dated 04.19.2021), based on Findings of Fact 1-23 and subject to Conditions of Approval 1-19 from the City Planner's Report (dated 06.17.2021). Seconded by Wagamon. Roll call vote; Busch – aye; Hegland – aye; Mayor Preiner – aye; Wagamon – aye; Logren – aye. Motion carries.

NanDool Preserve Preliminary Plat Application Findings of Fact:

1. The City received a preliminary plat application from Ralph and Nancy Dooley, 6907 West Broadway Avenue NE, ("Dooley") on February 19, 2021. The application was found to be incomplete. Upon receipt of additional information, the application was found complete on March 4, 2021.
2. The 120-day preliminary plat review deadline is September 1, 2021.
3. The proposed plat is located in the RR Rural Residential Zoning District.
4. The 79.52-acre property consists of three parcels legally described as the East 825 feet of the Northeast Quarter of the Southwest Quarter, Section 4, Township 32, Range 22; that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 32, Range 22, lying West of the East 825 feet of said Northeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 4, Township 32, Range 22 ("Property").
5. There is one existing residence on the Property.
6. The proposed preliminary plat involves the creation of four lots, including one lot for the existing home. The lots range in size from 13.61 acres to 24.91 acres.
7. The existing residence is served by an existing driveway from Broadway Avenue. The three new lots are proposed to be served by a 12 feet private road within a 66-feet-wide public easement via an existing driveway access off Broadway Avenue.
8. Proposed Lot 4 has over 300 feet of frontage on Broadway Avenue, qualifying it as meeting public street frontage requirements. Access, however, is proposed from the private road, which the lot also abuts for nearly the entire length of the road.

9. Lots 1 and 2 represent the maximum number of additional lots, therefore, that can be served by the private road. All three lots will be required to enter into the development contract and maintenance agreement for the private road.
10. The majority of the Property is impacted by wetlands. The Ordinary High Water (OHW) elevation of the wetlands on the Property is 901 feet. The existing and proposed buildable areas are approximately at elevations ranging from 902-906 feet.
11. The Property is located in the Sunrise River Watershed District.
12. The wetland delineation for a portion of the Property was approved on 8/3/20. A Notice of Application for an amended wetland delineation on a portion of the Property was issued on 4/30/21. No decision has been issued at this time.
13. The three new building sites are located in Zone A on the Flood Insurance Rating Map (FIRM). Zone A is determined by the Federal Emergency Management Agency (FEMA) to have a 1% chance of flooding annually and a 26% chance of flooding during the life of a 30-year mortgage.
14. Zone A is a floodplain area without a pre-determined Base Flood Elevation (BFE). The DNR has established the BFE for Zone A on the Property at a 904.3 feet elevation.
15. The Columbus Code does not allow septic systems in Zone A, and residential buildings are allowed only under certain provisions (e.g., base floor elevation must be located in the Flood Fringe and be at least two feet above the BFE or at the Regional Flood Protection Elevation [RFPE]).
16. Flood Insurance is mandatory for all property located in Zone A.
17. The existing residence on the Property is located in FIRM Zone X, which is property located at or above the 500-year flood elevation. Flood insurance is optional within Zone X.
18. There are no grading plans to confirm the elevations of buildable areas and details for proposed septic systems. Fill will likely be required to raise certain elevations required to be above the Regional Flood Protection Elevation.
19. The typical cross section for the private driveway identifies the road elevation at 904. According to City Code, the elevation of roads must be within two feet of the Regional Flood Protection Elevation, or at an elevation of 904.3. Private roads must also be at least 16 feet wide.
20. A FEMA mapping change will be necessary to remove building areas from the Zone A designation on the FIRM map, allowing septic systems on the three new lots.
21. The DNR has approved a fill permit for a minor encroachment to existing wetlands for the private road construction.
22. Anoka County Highway Division reviewed the plat and will require a permit for improving the intersection of the private road and Broadway Avenue.

23. The Planning Commission held a public hearing on the proposed preliminary plat on June 16, 2021.

NanDool Preserve Preliminary Plat Application Conditions of Approval:

1. Detailed recommendations of the City Engineer.
2. Title review and recommendations of the City Attorney.
3. A subdivision development agreement.
4. A private road maintenance agreement.
5. Requirements of the Anoka County Surveyor.
6. A ROW permit from the Anoka County Highway Division for work within the Broadway Avenue right of way.
7. An approved, amended wetland delineation for a portion of the plat.
8. Requirements of the Sunrise River Watershed District.
9. A grading plan for Lots 1, 2 and 4, which identifies proposed fill areas and final grade elevations for structures and the septic system, consistent with requirements maintaining the minimum Regional Flood Protection Elevation.
10. Notations on the final plat or standalone document identifying the floodplain, the floodway and the flood fringe.
11. A FEMA mapping change for Lots 1, 2 and 4, which removes the proposed buildable areas from the FIRM Zone A designation (likely a Conditional Letter of Mapping Revision – based on fill [CLOMR-F]).
12. An approved PUD CUP, which authorizes any fill requirements on the buildable areas that may otherwise require a CUP.
13. A revision to the minimum private road width from 12 feet to 16 feet, except where the road encroaches on the wetlands.
14. A minimum driveway elevation at 904.3 feet.
15. Permanent wetland buffer boundary plaques at intervals determined by the City.
16. Cash in lieu of park land dedication.
17. Reimbursement of all City expenses associated with plat approval.
18. No further subdivision of any lot for development purposes is allowed.
19. Future development within the plat is subject to all laws and permitting requirements.

Motion by Hegland to approve the NanDool Preserve Conditional Use Permit for Planned Unit Development application at 6907 W. Broadway Avenue NE (dated 02.19.2021), based on Findings of Fact 1-23 and subject to Conditions of Approval 1-13 from the City

Planner's Report (dated 06.17.2021). Seconded by Busch. Roll call vote; Busch – aye; Hegland – aye; Mayor Preiner – aye; Wagamon – aye; Logren – aye. Motion carries.

NanDool Preserve CUP for PUD Application Findings of Fact:

1. The City received a planned unit development conditional use permit (PUD CUP) application from Ralph and Nancy Dooley, 6907 West Broadway Avenue NE, ("Dooley") on February 19, 2021. The application was found to be incomplete. Upon receipt of additional information, the application was found complete on March 4, 2021.
2. The sixty-day review period ends on July 3, 2021. The 120-day review deadline, if extended ends on September 1, 2021.
3. Dooley is proposing a four-lot subdivision on approximately 79.52 acres of property legally described as the East 825 feet of the Northeast Quarter of the Southwest Quarter, Section 4, Township 32, Range 22; that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 32, Range 22, lying West of the East 825 feet of said Northeast Quarter of the Southwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 4, Township 32, Range 22 ("Property").
4. The Property currently contains one residence and creates three additional building sites.
5. The Property is located in the RR Rural Residential Zoning District.
6. The minimum lot area is 13.61 acres, while the average lot size is nearly 20 acres.
7. The PUD CUP application is concurrent with the preliminary plat application and is intended to address private road access and serve as the permitting approval for any fill required within the floodplain.
8. The three new lots will share access via a 12-feet-wide private road located within a 66-feet-wide public easement. One of the three lots sharing access also abuts Broadway Avenue in excess of the minimum 220 feet frontage.
9. Section 7A-800 C. of the City Code restricts the use of private roads to two lots, which do not have any other public road frontage.
10. Section 7A-800 C. also requires private roads to be constructed at a minimum width of 16 feet.
11. A subdivision development agreement and private road maintenance agreement are also required.
12. The majority of the Property is impacted by wetlands. The Ordinary High Water (OHW) elevation of the wetlands on the Property is 901 feet. The existing and proposed buildable areas are approximately at elevations ranging from 902-906 feet.
13. The Property is located in the Sunrise River Watershed District.
14. The wetland delineation for a portion of the Property was approved on 8/3/20. A Notice of Application for an amended wetland delineation on a portion of the Property was issued on 4/30/21. No decision has been issued at this time.

15. The three new building sites are located in Zone A on the Flood Insurance Rating Map (FIRM). Zone A is determined by the Federal Emergency Management Agency (FEMA) to have a 1% chance of flooding annually and a 26% chance of flooding during the life of a 30-year mortgage.
16. Zone A is a floodplain area without a pre-determined Base Flood Elevation (BFE). The DNR has established the BFE for Zone A on the Property at a 904.3 feet elevation.
17. The Columbus Code does not allow septic systems in Zone A, and residential buildings are allowed only under certain provisions (e.g., base floor elevation must be located in the Flood Fringe and be at least two feet above the BFE or at the Regional Flood Protection Elevation [RFPE]).
18. Flood Insurance is mandatory for all property located in Zone A.
19. The existing residence on the Property is located in FIRM Zone X, which is property located at or above the 500-year flood elevation. Flood insurance is optional within Zone X.
20. There are no grading plans to confirm the elevations of buildable areas and details for proposed septic systems. Fill will likely be required to raise certain elevations required to be above the Regional Flood Protection Elevation.
21. The typical cross section for the private driveway identifies the road elevation at 904. According to City Code, the elevation of roads must be within two feet of the Regional Flood Protection Elevation, or at an elevation of 904.3.
22. A FEMA mapping change will be necessary to remove building areas from the Zone A designation on the FIRM map, allowing septic systems on the three new lots.
23. The Planning Commission held a PUD CUP public hearing on June 16, 2021.

<u>NanDool Preserve CUP for PUD Application Conditions of Approval:</u>

1. The PUD CUP is contingent upon detailed recommendations of the City Engineer.
2. The PUD CUP is contingent upon recommendations of the City Attorney.
3. The PUD CUP is contingent upon a subdivision development agreement.
4. The PUD CUP is contingent upon a private road maintenance agreement.
5. The PUD CUP is contingent upon an approved Nandool Preserve Final Plat.
6. The PUD CUP is contingent upon an approved, amended wetland delineation for a portion of the Property.
7. The PUD CUP is contingent upon a grading plan for Lots 1, 2 and 4, which identifies proposed fill areas and final grade elevations for structures and the septic system, consistent with requirements maintaining the minimum Regional Flood Protection Elevation.

8. The PUD CUP is contingent upon a FEMA mapping change for Lots 1, 2 and 4, which removes the proposed buildable areas from the FIRM Zone A designation (likely a Conditional Letter of Mapping Revision – based on fill [CLOMR-F]).
9. The PUD CUP requires construction of the private road at a minimum 904.3 feet elevation.
10. The PUD CUP authorizes any fill requirements on the buildable areas on the Property that may otherwise require a CUP.
11. The PUD CUP requires a private road width of 16 feet, except where the road encroaches on the wetlands, the width may be reduced to 12 feet. Any such areas shall be appropriately signed to warn of the design change.
12. Dooley shall reimburse the City for its expenses associated with the PUD CUP approval.
13. No further subdivision of any lot for development purposes is allowed.

Conditional Use Permit Application – Muddy Paws, 15120 W. Freeway Drive NE

This item was continued from the previous City Council meeting to allow time for the applicant to address questions raised by the Council. Answers were not received from the applicant until Monday 06.21.21, which did not give City Staff sufficient time to update the Staff Report. There is also a desire to have the City's animal control contractor review the application prior to further discussion. As such, the Council is recommending continuing the application to the next City Council meeting.

Motion by Hegland to continue discussion on the Muddy Paws Conditional Use Permit application to the 07.21.2021 City Council meeting. Seconded by Logren. Roll call vote; Busch – aye; Hegland – aye; Mayor Preiner – aye; Wagamon – aye; Logren – aye. Motion carries.

Motion by Hegland to approve Ordinance 21-05, an ordinance amending Chapter 7A of the City of Columbus code of ordinances. Seconded by Wagamon. Roll call vote; Busch – aye; Hegland – aye; Mayor Preiner – aye; Wagamon – aye; Logren – aye. Motion carries.

Motion by Hegland to amend her earlier motion to continue discussion on the Muddy Paws Conditional Use Permit application to the 07.14.21 City Council meeting. Seconded by Logren. Roll call vote; Busch – aye; Hegland – aye; Mayor Preiner – aye; Wagamon – aye; Logren – aye. Motion carries.

D. STAFF AND CONSULTANT REPORTS

11. Engineer Report

City Engineer Kevin Bittner reported that the Hornsby Street reconstruction project is progressing well and may be complete the week of 07.05.21.

The City's crack sealing project will also be complete by the end of next week.

Forest Lake Contracting Payment Request No. 2