CITY COUNCIL MEETING

City Hall—Council Chambers, 3989 Central Ave NE
Monday, January 12, 2026
6:00 PM

Mayor
Amáda Márquez Simula
Councilmembers
Connie Buesgens
Rachel James
Justice Spriggs
Laurel Deneen
City Manager
Aaron Chirpich

AMENDED AGENDA

AGENDA ITEM A AND 22 AMENDED ON 1/12/26.
CHANGES REFLECTED IN RED AND UPDATED DOCUMENTS ADDED TO PACKET.

ATTENDANCE INFORMATION FOR THE PUBLIC
Members of the public who wish to attend may do so in-person, or by using Microsoft Teams Meeting at ID ***280 136 504 322 9,*** *Passcode* ***Sf6p5VF2****. Additionally, members of the public may view the meeting live at columbiaheightsmn.gov/watch. For questions, please contact Administration at 763-706-3610.*

Auxiliary aids or other accommodations for individuals with disabilities are available upon request when the request is made at least 72 hours in advance. Please contact Administration at 763-706-3610 to make arrangements.

WELCOME/CALL TO ORDER/ROLL CALL

MISSION STATEMENT
Columbia Heights is a vibrant, healthy and connected City. We are here to actively support the community, deliver equitable services, build and strengthen connections, improve upon our past, and uphold our successes. We strive to be better and ensure Columbia Heights is a great place for everyone, today and in the future.

Columbia Heights City Council and Staff Norms.
While we are accountable to each other for these norms, the Mayor and City Manager will help us adhere to them with respectful reminders and reinforcement as needed.

PLEDGE OF ALLEGIANCE
"I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

APPROVAL OF AGENDA
(The Council, upon majority vote of its members, may make additions and deletions to the agenda. These may be items submitted after the agenda preparation deadline.)

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

A. Martin Luther King Jr. Day of Service Proclamation.
Accepting Proclamation: Rose McGee, President & Founder, Board Director of Sweet Potato Comfort Pie.

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Report of the City Manager

City Manager Response to December 8, 2025, Community Forum Concerns.

COMMUNITY FORUM

The Community Forum is an opportunity to address the City Council about items not scheduled for a public hearing.

All speakers must provide their name and connection to Columbia Heights. In-person speakers should complete a form for the City Clerk and introduce themselves at the podium. Virtual speakers should send their information to the moderator via chat and turn on their camera when called.

Comments are limited to five minutes. Disrespectful language is not allowed. The Council may ask questions or refer items for follow-up but typically does not take action during the forum.

CONSENT AGENDA

These items are considered to be routine by the City Council and will be enacted as part of the Consent Agenda by one motion. Items removed from consent agenda approval will be taken up as the next order of business. (The City Council will make motion to approve the Consent Agenda following the statement of all items.)

1. **Approve December 8, 2025 City Council Meeting Minutes.**
   Presenting Item: Aaron Chirpich, City Manager
   MOTION: Move to approve the December 8, 2025, City Council meeting minutes.

2. **Accept December 3, 2025, Library Board Minutes.**
   Presenting Item: Aaron Chirpich, City Manager
   MOTION: Move to accept the December 3, 2025, Library Board meeting minutes.

3. **Accept October 6, 2025 Regular EDA Meeting Minutes.**
   Presenting Item: Aaron Chirpich, City Manager
   MOTION: Move to accept the October 6, 2025, EDA meeting minutes.

4. **Accept November 10, 2025 Special EDA Meeting Minutes.**
   Presenting Item: Aaron Chirpich, City Manager
   MOTION: Move to accept the November 10, 2025, EDA meeting minutes.

5. **Accept December 1, 2025 Regular EDA Meeting Minutes.**
   Presenting Item: Aaron Chirpich, City Manager
   MOTION: Move to accept the December 1, 2025, EDA meeting minutes.

6. **Approval of Resolution 2025-01, Designating Official Depositories for the City of Columbia Heights.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to waive the reading of Resolution 2026-01, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-01, designating the official depositories for the City of Columbia Heights.

7. **Approval of Resolution 2025-02, Accepting Certain Donations Received by the City of Columbia Heights.**
Presenting Item: *Aaron Chirpich, City Manager*
MOTION: Move to waive the reading of Resolution 2026-02, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-02, accepting donations received by the City of Columbia Heights.

8. **Adopt Resolution 2026-03, Designating City Council Liaisons and Council President Appointments for 2026.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to waive the reading of Resolution 2026-03, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-03, appointing a Council President as well as Liaisons to City Boards & Commissions and External Boards.

9. **Adopt Resolution 2026-04, Approving the Council Handbook for 2026.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to waive the reading of Resolution 2026-04, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-04, approving the 2026 City of Columbia Heights City Council Handbook.

10. **Consideration Resolution 2026-05, for a Rental Density Cap Exemption for the Property at 4129 7th St NE.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to waive the reading of Resolution 2026-005, there being ample copies available to the public.
MOTION: Move to adopt Resolution 2026-005, a resolution approving the single-family rental exemption request for the rental application at 4129 7th Street NE, Columbia Heights, MN 55421.

11. **Consideration of Resolution 2026-09, Final Payment to the City of Minneapolis for 37th Avenue and 37th Place Reconstruction Project from Central Avenue to Stinson Boulevard.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to waive the reading of Resolution 2026-009, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-009 accepting the work for the 37th Avenue and 37th Place Reconstruction project, City Projects 2110 and 2306, authorizing the final payment of $1,045,229.17 to the City of Minneapolis, and amending the project budget in the amount of $285,551 in net change orders approved by the City Manager under the City's purchasing policy.

12. **Authorize Payment of Eureka Construction Work Order #031, to Correct a 37th Place Stormwater Improvement in the amount of $38,414.**
Presenting Item: *Aaron Chirpich, City Manager*
MOTION: Move to authorize payment of Eureka Construction Work Order #031, to correct a 37th Place stormwater improvement in the amount of $38,414.

13. **Renewal of Canvas Health Social Worker Contract.**
Presenting Item: *Aaron Chirpich – City Manager*
MOTION: Move to authorize the City Manager and/or Police Chief to enter into an updated agreement with Canvas Health to provide two full-time mental health professionals to co-respond with police officers to individual in crisis calls for a cost of $137,000 annually.

14. **Authorization to Purchase and Outfit Police Vehicle**
Presenting Item: *Aaron Chirpich – City Manager*
MOTION: Move to authorize the Police Chief to purchase one 2026 Ford Utility Police Vehicle from the MN CPV vendor for $48,100, and to expend up to $34,900 for the outfitting and setting up of this vehicle for patrol use for a total cost of $83,000.

15. **Approval of Public Safety Locker Replacement**
Presenting Item: *Aaron Chirpich – City Manager*
MOTION: Move to authorize the Deputy Police Chief to purchase Space Saver lockers and installation from Mid-America Business systems in the amount of $161,855.24, and to contract for removal and electrical work as outlined above for a total cost of $171,952.

16. **Approve 2026 Public Works Blanket Purchase Orders for Deicing Salt, Fuel, and Bituminous Asphalt.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to authorize the issuance of blanket purchase orders for calendar year 2026 for de-icing salt, fuel, bituminous asphalt, and refuse carts, in amounts consistent with the adopted 2026 Public Works budget.

17. **Approve Public Works 2026–2029 Three-Year Contract for Roll-Off Material Disposal Services.**
Presenting Item: *Aaron Chirpich City Manager*
MOTION: Move to approve the award of the Public Works 2026–2029 three-year roll-off material disposal contract to Walters Recycling and Refuse.

18. **Designation of Legal Newspaper for 2026.**
Presenting Item: *Aaron Chirpich, City Manager*
MOTION: Move to designate Life as the City of Columbia Heights official legal newspaper for 2026.

19. **License Agenda.**
Presenting Item: Aaron Chirpich, City Manager
MOTION: Move to approve the items listed on the business license agenda for January 12, 2026, as presented.

20. **Rental Occupancy Licenses for Approval.**
Presenting Item: *Aaron Chirpich, City Manager*
MOTION: Move to approve the items listed for rental housing license applications for January 12, 2026, in that they have met the requirements of the Property Maintenance Code.

21. **Review of Bills.**
Presenting Item: City Manager Aaron Chirpich
MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the enclosed list to claims paid by check and by electronic funds transfer in the amount of $2,646,775.78.

PUBLIC HEARINGS
This is the public's opportunity to speak regarding this matter. Speakers that are in-person are asked to complete a Speaker Form and submit it to the City Clerk. Speakers attending virtually should send a request to speak with this information to the moderator using the chat function and wait to be called on to speak. When speaking, virtual attendees should turn their camera on. Speakers should limit their comments to five (5) minutes. Any comments made after the public hearing is closed will not be considered by the City Council and will not be included as part of the formal record for this matter as the item will have been voted on and the item formally closed by the Council.

No Public Hearings.

ITEMS FOR CONSIDERATION

Ordinances and Resolutions

22. Consideration of Resolution 2026-007, Sale of Bond Series 2026A.
Presenting Item: *Mitchell Forney Community Development Director*
MOTION: Move to waive the reading of Resolution 2026-007, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-007, a resolution awarding the sale of taxable general obligation tax increment refunding bonds, series 2026a, in the original aggregate principal amount of **$7,490,000**; fixing their form and specifications; directing their execution and delivery; providing for their payment; authorizing the execution of documents in connection therewith; and providing for the payment of bonds refunded thereby.

23. Consideration of Resolution 2026-08, Approving the Development Assistance Agreement for 4300 Central Ave Ne.
Presenting Item: *Mitchell Forney, Community Development Director*
MOTION: Move to waive the reading of Resolution 2026-008, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-008, a resolution approving a development assistance agreement with the Columbia Heights Economic Development Authority and Alatus Columbia Heights II LLC.

Bid Considerations

No Bid Considerations.

New Business and Reports

No New Business or Reports.

ADJOURNMENT

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Columbia Heights City Council and Staff Norms

While we are accountable to each other for these norms, the Mayor and City Manager will help us adhere to them with respectful reminders and reinforcement as needed.

Behavioral Norms

1. We will assume others best intentions.
2. We will exercise humility.
3. We will praise publicly and criticize privately.
4. We will focus on the policy and not personalities.
5. We will do our best to de-escalate contentious interactions.
6. We will provide reasonable notice to the Mayor and City Manager of any changes or additions we wish to make at a Council meeting so that the Mayor is prepared to manage the meeting.
7. We will show respect for one another by:
    a. Paying attention to others when they are speaking.
    b. Not interrupting others.
    c. Listening to understand others, not simply to respond to them.
    d. Honoring each other in public and protecting one another in their absence.
    e. Not bullying others.

Operational Norms

1. Council members and staff will respect the Mayor's role to chair our meetings by:
    a. Waiting to be called on before speaking so that others can consider our contributions.
    b. The Mayor and City Manager will bring closure to policy discussions, public comment, and other similar "final word" situations.
2. Once a decision has been made by the Council, we will support the implementation of that decision even if we did not support the decision itself.
3. If Council has a request of staff, they will direct their request to the City Manager and the Division Director for coordination with staff unless the City Manager decides otherwise.
4. If Council has a question about a staff member, they will raise that with the City Manager privately before raising it publicly.
5. When Council is considering a topic, it is incumbent upon Council members to ask sufficient questions to ensure they are making informed decisions.
6. Council and staff will address each other by their titles when engaging each other in any official capacity and will use first names in informal settings.

COLUMBIA HEIGHTS

PROCLAMATION

Recognizing January 19, 2026, as Martin Luther King Jr. Day

The City of Columbia Heights honors the life and legacy of Dr. Martin Luther King Jr., whose vision of justice, dignity, and the "Beloved Community" continues to guide communities striving toward equity, compassion, and mutual respect. Dr. King reminded us that lasting change is built through nonviolence, service, courage, and love for humanity.

Martin Luther King Jr. Day is both a time of remembrance and a call to action—an opportunity to lift up leaders who embody these values through service to others and commitment to healing in the face of injustice.

Rose McGee, founder of the **Sweet Potato Comfort Pie Organization**, lives out Dr. King's vision through her powerful practice of compassion and connection. In 2014, following the killing of Michael Brown in Ferguson, Missouri, Ms. McGee loaded her car with sweet potato comfort pies and traveled to the site of the tragedy, offering comfort grounded in culture, presence, and care.

Through that experience, Ms. McGee discovered that the pies were far more than a gesture of kindness—they became a catalyst for healing, dialogue, and understanding. She has since forged a practice she calls "baketivism," using food as a bridge to foster racial healing, courageous conversations, and community connection.

Today, the Sweet Potato Comfort Pie Organization includes a wide range of programs dedicated to nurturing empathy, addressing racial trauma, and growing the Beloved Community that Dr. King envisioned—one rooted in justice, dignity, and shared humanity.

Now, therefore, I, Amáda Márquez Simula, Mayor of Columbia Heights, do hereby proclaim this day as a recognition of **Martin Luther King Jr. Day** in the City of Columbia Heights and honor Rose McGee for her leadership, compassion, and steadfast commitment to building Beloved Community through service, healing, and love.

In Columbia Heights, we celebrate culture, community, and connection. We honor the diversity of our residents and the traditions they bring. Let this proclamation reflect our ongoing commitment to belonging, equity, and shared humanity in our City.

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Amáda Márquez Simula, Mayor
January 12, 2026

CITY COUNCIL MEETING

City Hall—Council Chambers, 3989 Central Ave NE
Monday, December 08, 2025
6:00 PM

Mayor
Amáda Márquez Simula
Councilmembers
Connie Buesgens
Rachel James
Justice Spriggs
Laurel Deneen
City Manager
Aaron Chirpich

MINUTES

The following are the minutes for the Meeting of the City Council held at 6:00 pm on Monday, December 08, 2025, in the City Council Chambers, City Hall, 3989 Central Avenue NE, Columbia Heights, Minnesota

WELCOME/CALL TO ORDER/ROLL CALL
Mayor Márquez Simula called the meeting to order at 6:00 pm.

Present: Mayor Márquez Simula; Councilmember Buesgens; Councilmember Spriggs; Councilmember James

Absent: Councilmember Deneen

Also Present: Aaron Chirpich, City Manager; Mitchell Forney, Community Development Director; Sara Ion, City Clerk; Joe Kloiber, Finance Director; Travis Lutz, Assistant City Attorney; Adam Hardy, Landlord/property owner; Patrick McVary, City resident; Stacy McVary, City resident; Eric Paulson, City resident; Bashir Siyad, City resident; Mark Veronikas, City resident

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PLEDGE OF ALLEGIANCE
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APPROVAL OF AGENDA
Motion by Councilmember Buesgens, seconded by Councilmember James, to approve the Agenda as presented. All Ayes, Motion Carried 4-0.

PROCLAMATIONS, PRESENTATIONS, RECOGNITION, ANNOUNCEMENTS, GUESTS

A. Universal Declaration of Human Rights Proclamation.

DRAFT

Mayor Márquez Simula proclaimed December 10, 2025, as Universal Declaration of Human Rights Day and read the City's proclamation. She explained that there are 30 Universal Declarations of Human Rights. The Council read the declarations.

CITY COUNCIL AND ADMINISTRATIVE REPORTS

Report of the City Council

Councilmember James shared that many community members have had a scary week due to threats of harassment and difficulties with the Federal Law Enforcement. She noted that she attended the EDA meeting, the Council work session, the Columbia Heights and Fridley Business Council meeting, a meeting with leaders in the community about community gardens, the high school musical, the League of Women Voters Holiday Social, and an event with Mayor Márquez Simula and the mayor of Mounds View.

Councilmember Buesgens announced that HeightsNext would be hosting the Buy Nothing event on December 14th from 4:00-7:00 pm at Murzyn Hall. The event will have holiday-related items. She stated she attended the Parks and Recreation Commission meeting and the high school's musical.

Councilmember Spriggs stated he attended the EDA meeting, the Council work session, and the quarterly business council meeting.

Mayor Márquez Simula shared that she attended the Regional Council of Mayors meeting, the League of Women Voters luncheon, and the listening session with the mayor of Mounds View and families from Annunciation School. She explained that the stories from the families were heartbreaking, and the Council is talking about ways to support legislators in reducing large capacity weapons. She noted that the City hosted the North Metro Business meeting, the Library Board meeting, the EDA meeting, and the Council work session meeting.

Mayor Márquez Simula read a statement regarding recent ICE activity. She highlighted that immigrants have continued to strengthen the City. She noted that she stands with every immigrant family. Increased ICE activity, including reports of racial profiling and actions taken without clear warrants, has caused fear among families, students, and businesses. Immigration is a part of the City's history and identity. She condemned the deployment of ICE agents to the City and metro area. She urged federal lawmakers to reverse the approach and to protect the civil liberties of Minnesotans everywhere.

Report of the City Manager

City Manager Chirpich noted that the holiday train is coming to town on Sunday, December 14th, at 8:00 pm. The train will stop at Lions Park between 37th Avenue and Stinson Boulevard. The holiday City tour takes place on Tuesday, December 16th, from 5:00-6:30 p.m. The event includes a festive fire truck and special guests who will be touring the City. The route can be found on the City's website and Facebook page. After the tour, festivities will continue at Murzyn Hall at 5:30 pm with free cocoa, cider, cookies, crafts, and more from 6:00-8:00 pm. A special guest will be available for holiday photos.

DRAFT

City Manager Chirpich stated that the community is invited to attend an open house regarding the future of Sullivan Lake Park on January 7th, from 6:00-7:00 pm at City Hall. There will also be an online survey for the community to provide feedback on the park concepts that are being moved forward. He reminded the community about winter parking regulations. Crews will be removing snow during the day and encourage people to move their vehicles until the street has been cleared curb to curb.

Mayor Márquez Simula mentioned that the Council discussed during a work session the possibility of having a winter parking listening session. She added that they would let the community know when that will happen.

2. City Manager Response to November 24, 2025, Community Forum Concerns.

City Manager Chirpich mentioned that there were two individuals during the last Community Forum who expressed concerns related to ICE activity in the City. The individuals had a meeting with the Police Chief following the Council meeting.

City Manager Chirpich noted that there were questions regarding winter parking and parking on Gould Avenue and Peters Place. One question was regarding what the City's winter parking regulations were. Between November 15 and March 15, it is unlawful to park or leave unattended automobiles, motor vehicles, recreational vehicles, or trailers on any public road or parkway within the City between 2:00-6:00 am unless a permit has been issued for that vehicle. The rules also apply for March 16th through May 1st during snow events producing 2 or more inches of snow.

City Manager Chirpich explained that there was a question regarding where winter parking permits could be purchased. Individuals can apply for winter parking permits on the City's website.

City Manager Chirpich stated there was a question regarding how the City enforces winter parking restrictions. Generally, on a regular basis, the City's Police Department patrols City streets to identify infractions, issue tickets, and authorize towing of vehicles that are violating the winter parking restrictions. There was a question regarding why the City is not issuing a ticket for each vehicle that violates the rules every night. The City uses a grid system to ensure that each neighborhood is patrolled on a regular basis in a fair and equitable manner. The City does not have a dedicated parking enforcement team and does not have sufficient staff to patrol every street for every parking violation each night. It is common for the plowing crew to coordinate with the police in areas of greater concern that need immediate attention.

City Manager Chirpich noted that there was a question regarding how the parking conditions on Gould Avenue and Peters Place were different this year from previous years. The City implemented year-round parking regulations on Peters Place and Gould Avenue in 2025. The regulations include several no-parking zones and ensure that driveways and trash cans are not blocked by parked vehicles.

City Manager Chirpich mentioned that there was a question regarding what residents could do to help make sure plows can clear the streets. Residents are welcome to call the non-emergency police dispatch line to report a snow or winter parking-related infraction. The phone number is 763-427-1212. He added that there was a question on what residents can do if they notice a vehicle without

ADA or handicap accessibility plates or hang tags that is parked in those designated spaces. He encouraged residents to call the non-emergency number.

City Manager Chirpich stated there was a question about whether the police try to contact vehicle owners before issuing or towing vehicles. It is past practice for the police to get a hold of vehicle owners before towing as an effort to educate residents on the Ordinance. The procedural manual has been updated in the snow emergency response guidelines to remove that.

City Manager Chirpich explained that there was a question about using the library parking lot as public parking. The library parking lot is reserved for library patrons and City activities and is not available for public parking. The City has two free public parking lots that are near the area. He added that there was a question on whether the City anticipated any updates to the parking regulations in the City Code. Staff have noted several parking standards and regulations in City Code that could benefit from a review, but there is no timeline for the process.

City Manager Chirpich stated that there were concerns about the fan noise at City Hall. The City received updated plans for November 19th regarding the progress of the project. The redesigned plan would include changes to the ductwork with the fans. The goal is to complete the project before the cooling system is needed.

Mayor Márquez Simula encouraged residents to call the non-emergency number or call 911 and tell the dispatcher that it is not an emergency so that there can be data collected on the issue.

COMMUNITY FORUM

Mark Veronikas, City resident, expressed concern regarding plows not being able to plow Peters Place and Gould Avenue due to cars parked on the street. Between the two streets, there were 15 cars snowed in. He added that there was a semi-truck that was blocking half of the alleyway. He called the non-emergency number, and the police officer spent 45 minutes trying to contact the semi-truck driver. After the semi-truck driver moved the vehicle, the police officer drove down the street and did not issue a ticket for the 15 vehicles that were parked on the street. He suggested that the library charge people to park overnight until the library opens. That way, it would provide funds for the library that the City does not need to pay for, and could lower taxes. He added that the semi-truck blocked his alleyway for a second time.

Bashir Siyad, City resident, stated that there is parking on only one side of the street on Monroe Street. He wondered why parking was only allowed on one side of the street.

CONSENT AGENDA

Council member James pointed out item 10 and asked if the two options for where the lift station would go were examples of where they could go. City Manager Chirpich agreed that it was an example of where they could go. He added that he expects that it would be moved further south to be closer to the parking access for ease of maintenance.

Mayor Márquez Simula pointed out item 11 regarding the license agenda. She expressed her understanding that the paperwork can take some time to get in. She thanked the staff for their work.

Motion by Councilmember Spriggs, seconded by Councilmember James, to approve the Consent Agenda as presented. All Ayes, Motion Carried 4-0.

1. **Approve November 24, 2025, City Council Meeting Minutes.**
   MOTION: Move to approve the November 24, 2025, City Council meeting minutes.

2. **Approve December 1, 2025, City Council Work Session Meeting Minutes.**
   MOTION: Move to approve the December 1, 2025, City Council Work Session meeting minutes.

3. **Accept January, April, and July 2025 Charter Commission meeting minutes.**
   MOTION: Move to accept the January, April, and July 2025 Charter Commission meeting minutes.

4. **Accept August 27, 2025, Park & Recreation Commission Minutes.**
   MOTION: Move to accept the August 27, 2025, Park & Recreation Commission minutes.

5. **Accept November 5, 2025, Library Board Minutes.**
   MOTION: Move to accept the November 5, 2025, Library Board meeting minutes.

6. **Adopt Resolution 2025-90, Establishing the City of Columbia Heights Fee Schedule for 2026.**
   MOTION: Move to waive the reading of Resolution 2025-90, there being ample copies available to the public.
   MOTION: Motion to adopt Resolution 2025-90, approving the 2026 City-Wide Fee Schedule.

7. **Adopt Resolution 2025-91, Establishing Precinct Polling Locations.**
   MOTION: Move to waive the reading of Resolution 2025-91, there being ample copies available to the public.
   MOTION: Motion to adopt Resolution 2025-91, establishing precinct polling locations.

8. **Adopt Resolution 2025-92, Approving Legal Services Contract for 2026.**
   MOTION: Move to waive the reading of Resolution 2025-92, there being ample copies available to the public.
   MOTION: Motion to adopt Resolution 2025-92, authorizing the City Manager to enter a contract with Barna, Guzy, and Steffen (BGS) for Legal Services for 2026.

9. **Adopt Resolution 2025-93, Setting the Sale of Bond Series 2026A.**
   MOTION: Move to waive the reading of Resolution 2025-93, there being ample copies available to the public.
   MOTION: Move to adopt Resolution 2025-93, being a resolution providing for the issuance and sale of taxable general obligation tax increment refunding bonds, series 2026A, in the proposed aggregate principal amount of $7,635,000.

DRAFT

10. Approval of Contract for Professional Services for Lift Station and Water Main Improvements at Sullivan Lake Park.
MOTION: Move to award the Sullivan Lake Park Lift Station and Water Main Improvements, City Project No. 2608, to the consulting firm of ISG Inc., based upon their qualified, responsible proposal for a cost not to exceed $130,500.

11. License Agenda.
MOTION: Move to approve the items listed on the business license agenda for December 8**,** 2025, as presented.

12. Rental Occupancy Licenses for Approval.
MOTION: Move to approve the items listed for rental housing license applications for December 8, 2025, in that they have met the requirements of the Property Maintenance Code.

13. Review of Bills.
MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the enclosed list to claims paid by check and by electronic funds transfer in the amount of $1,615,028.24.

PUBLIC HEARINGS

14. Resolution 2025-86, Renewal of SJB Enterprise's Currency Exchange License.
Item Presented by Community Development Director Mitch Forney.

Community Development Director Forney stated on October 31st, City staff received the attached letter from the Minnesota Department of Commerce regarding the renewal of SJB Enterprise's (dba Your Exchange) Currency Exchange License. The letter in the Agenda Packet outlines the City's role in reviewing the application and submitting a decision to the State.

Community Development Director Forney explained that the City does not have a dedicated currency exchange license, nor do we independently license check-cashing businesses. However, as outlined in the attached letter and pursuant to Minnesota Statutes Chapter 53A.04, it is the City's responsibility to review the renewal application and forward a decision to the State within 60 days. As part of the State's review, the application includes:

- Background checks conducted by the Minnesota Bureau of Criminal Apprehension,
- A fee schedule for services provided by the business,
- A $10,000 surety bond valid through December 31, 2026, and
- The $500 renewal fee.

Community Development Director Forney noted that staff have reviewed the application and supporting materials submitted to the State and have found them to be complete. Minnesota Statutes Chapter 53A.04 delegates authority to the City for reviewing and

providing a decision on currency exchange licenses. The statute states that the City must provide published notice of its intention to consider the license renewal and solicit testimony from interested parties, including community members. The statute further requires the City to make a determination based on whether the licensee meets all applicable City codes.

Community Development Director Forney stated that in reviewing the renewal application, staff considered:

- Compliance: No significant compliance issues were identified in the submitted materials.
- Background Checks: The owners and officers passed the State's required background checks.
- Community Impact: In consultation with the Police Department, the business has not been associated with a high call volume or significant community disturbances.

Mayor Márquez Simula opened the Public Hearing.

Motion by Councilmember James, seconded by Councilmember Buesgens, to close the public hearing and waive the reading of Resolution 2025-86, there being ample copies available to the public. All Ayes, Motion Carried 4-0.

Motion by Councilmember James, seconded by Councilmember Spriggs, to adopt Resolution 2025-86, being a Resolution of the City Council of the City of Columbia approving the license renewal of SJB Enterprises Currency Exchange License. All Ayes, Motion Carried 4-0.

15. Resolution 2025-89, Adopting a Budget for the Year 2026, Setting the City Levy, Approving the HRA Levy, and Approving a Tax Rate Increase.
Item Presented by Finance Director Joe Kloiber.

Finance Director Kloiber stated as required under the City Charter, the City Manager provided the City Council with a proposed 2026 budget in August 2025. That document, available on the City's website, explains the proposed 2026 budget with 114 pages of summary and detailed information, including comparisons to the current year and two prior years. This information was then reviewed at three Council work sessions (September, October, November)

Finance Director Kloiber noted that preliminary approval by the City Council of the proposed 2026 budget and tax levy was made by Resolution 2025-68. Based on that preliminary approval, Anoka County mailed in November a notice to each property owner listing their property's share of the proposed 2026 City property tax levy. Those County notices also report the proposed 2026 property taxes for all other applicable jurisdictions (county, school district, HRA, and other special taxing districts).

Finance Director Kloiber explained that the proposed 2026 gross tax levy is a 9.2% increase in the amount received by the city. The annual portion of the City tax levy subsidized by the

Metro Area Fiscal Disparities program will increase by 13% for 2026, under the State formula for that program. These two changes combine to yield an 8.2% average increase to local property owners for the portion of the City levy. Under state statute, the City Council cannot adopt a final 2026 tax levy greater than the amount reported by Anoka County in the notices sent to each property owner in November.

Finance Director Kloiber stated that through the budget review process, the City Council identified two functional areas to increase service levels, potentially beyond those included in the 2026 budget proposed by the City Manager. These are additional remediation of wear and tear at the Murzyn Hall recreation center and staffing increases at the City Library. Staff and the City Council then reached a consensus that staff will initially develop work plans to address these matters, and then, if additional resources are required to implement those plans in 2026, staff will request the City Council to amend the 2026 budget as needed at that time. More specifically, in regard to these two functional areas:

- The one-time nature of the expected updates to Murzyn Hall will be funded by appropriating additional fund balance for use from Government Buildings Fund 411, once the scope of the project is firm.
- In the most recent years, the primary staffing challenge for the City Library has been filling vacancies and retaining staff. Management is reviewing strategies for addressing this, including restructuring scheduled hours per week, position grades, etc. Additional ongoing resources may be a part of the solution to these staffing issues, but the dollar amount, if any, cannot currently be determined.

Finance Director Kloiber stated staff recommends adopting the 2026 budget and final tax levy as shown in Resolution 2025-89, which are the same amounts as preliminarily approved by prior Resolution 2025-68.

Mayor Márquez Simula opened the Public Hearing.

Stacy McVary, City resident, noted that Finance Director Kloiber stated that there were residents outside of the area who subsidize the tax. She asked for more clarity on the matter. Finance Director Kloiber clarified that it is property owners instead of residents. The metro area, under State law, has a revenue-sharing agreement where a certain percentage of the commercial and industrial property tax base is shared among metro jurisdictions. Some communities had a lot of commercial properties, while neighboring communities that did not have as much commercial development bore greater needs because they had more services required.

Ms. McVary asked if the agreement was evaluated each year. Finance Director Kloiber replied that there is a formula and State law that is updated based on the prior year tax levy.

Adam Hardy, Landlord/Property owner, asked how often property values are looked at and considered. Finance Director Kloiber replied annually. Each spring, the City holds a board of appeals. Each property owner is mailed a statement of proposed value. During the board of

appeals, property owners are given an opportunity to question their evaluation. The County staff who conduct the property evaluations are present in the meeting to answer questions. The County staff has a goal to see 20% of the properties. Over the course of five years, they see all of the homes. During a year when a home is not physically seen, the County has a pricing model based on recent sales that estimates the value of the property.

Mr. Hardy asked if the new apartment buildings that are going in would be subsidized with a lower tax value. Finance Director Kloiber replied that most of the development in the City has some incentive. City Manager Chirpich replied that the new apartment buildings benefited from tax increment financing. The developer receives a tax break based on development agreements. It is a way for the City to level the playing field to promote redevelopment. He explained that the State recently changed the tax rate that affordable housing projects pay to a significantly lower rate than all other property classifications. The idea was to incentivize housing development by the State.

Mr. Hardy explained that he invests in properties in the County. The City's portion of taxes is twice the amount as Blaine, Coon Rapids, and Anoka, based on the value of the houses. He asked why his Columbia Heights house is twice the amount in City taxes as his property in Blaine. He noted that the houses have a similar value. Finance Director Kloiber replied that the library is the only municipal library in Anoka County, and it takes up part of the budget. Other communities do not have their City levy funding the library. The County is levying on other cities for the library. He mentioned that he would follow up with Mr. Hardy to provide more insight. He explained that it is difficult to compare the value of a house in different cities. It is more useful to compare the median values between the communities. He added that there are varying levels of services between communities.

Mr. Hardy summarized that the City is a bedroom community and does not have the commercial and industrial development that other places have. Therefore, the brunt of the costs is taken by homeowners instead of companies. Hopefully, the affordable housing units will offset some of the homeowner costs. He noted that he looked at Edina Realty's website, and there are two condos that are not valued properly, and homeowners take the brunt of it, which is why the taxes are double the amount from other communities. City Manager Chirpich mentioned that the condos are for sale. He added that the City is already developed, whereas other communities have room for development, which moves at a more rapid pace.

Mayor Márquez Simula explained that many residents have wondered if the Medtronic site could be turned into a park. The property would be taxed based on the use, so if it were turned into a park, it would be tax-exempt, and the City would not receive the tax money from it. The City is old, which makes it difficult to put in new development because developers would be working with old systems underground, or there is no space for construction to happen. She thanked Mr. Hardy for his questions and mentioned that the County is present during the assessment hearings and is available to hear if the home is valued incorrectly.

Bashir Siyad, City resident, stated he had the same question as Mr. Hardy regarding the tax valuation. He asked what the taxes were based on and explained that his taxes went up a lot. He added that property taxes keep coming up each year, and he wanted to gain an understanding. Finance Director Kloiber replied that if the County does not physically look at a home to determine the value, the County will rely on recent sales of other similar properties in the area to determine the property value. Between 2025 and 2026, residential properties in the City went up 3.5%.

Mr. Siyad asked if the whole metro area was seeing higher property taxes, or if it was just in Anoka County. Financial Director Kloiber replied that there is a wide range of tax increases in 2026. It is difficult to compare across communities.

Councilmember Buesgens explained that there are several reasons that the City's taxes are higher. The City is an urban center, and the City only has 5% commercial property, which means the bulk of taxes falls on the residents. The previous Councils made a lot of cuts. There are a lot of old buildings that can no longer be patched up and need to be replaced. The housing values in the City have gone up significantly. Staff are coming before the Council, already making cuts. The City has a skeleton staff, and prices continue to go up since COVID.

Patrick McVary, City resident, stated what due diligence the City does to ensure that it is providing the right services for the citizens, or developing services that may be needed. Mayor Márquez Simula replied that the City has boards and commissions of community members that volunteer their time to inform the Council and staff of what they are seeing in the community. She added that the City does community outreach to gather input and feedback from the community. She explained that she wants to steward the funds in the City well.

City Manager Chirpich added that the City desires to have constant improvement to ensure that it is meeting the needs of the community. He explained that he wants staff to be curious, ask questions, and be more efficient with everyone's resources. He noted that the Council, division heads, and staff get together to review the primary goals for the next two years and assess if they need to make any changes. He read the core strategies, which include: A community that grows with purpose and equity; high-quality public spaces that are safe and accessible that are built for everyone; safe, engaged, effective, and forward thinking; a resilient and prosperous economy; and an inclusive and connected community.

Councilmember Spriggs explained that the tax increases are seen across the nation. He stated that there is a rise in inflation, and there have been cuts in State and Federal funding programs and grants. Therefore, the City has to decide to keep the services stable and raise taxes, or cut services to keep taxes stable.

Finance Director Kloiber noted that in 2026, the City is making a change from using street assessments to finance street construction. The street construction would be paid for with a tax levy. The shift comprises about a third of the increase for 2026. A third of the tax increase is due to the increase in the cost of living and two additional positions at the City.

Councilmember James acknowledged that the tax increase is a hardship. Half of the budget is for public safety. There have been years of underinvestment in basic services over the years. If the City cuts services or delays maintenance, it will cost more in the future. Everything the City is doing in the budget is are backbone items that have to get done; it does not include extra items. She noted that there are property tax refunds that are available. She explained that the City is working for efficiencies, advocating for sustainable revenue sources at the State and Federal levels.

Eric Paulson, City resident, asked if the budget for 2026 reflected the costs for the new Public Works building. Mayor Márquez Simula replied that it does not, and the City is hoping for assistance from the State. City Manager Chirpich noted that there are some 2026 budget expenditures that are related to advancing the project, including the architectural and engineering plan development and the acquisition of the property adjacent to which is about $800,000 in the budget.

Mayor Márquez Simula explained that there have been more calls to the Police and Fire Department than they were meant to handle. It is due to more mental health concerns and fewer medical areas for people to receive services. The City invested in a full-time social worker who was paid through grants. When the grant ended, the City decided to continue paying the social worker since it caused so many calls to the Fire and Police Department to go down, and it was successful. She added that the City received a grant for a therapy dog for the Police Department. Staff have been creative in how the City can access grants and provide services that the City can use. There will be an additional position for code enforcement. She explained that it is a long process for staff to go to a home to check on code enforcement. She added that the City does not have the staff to do it, so the new position will help with staff time. She explained that she wants to do things right and invest in the resources for the future. She stated that the staff work hard and expressed her pride in the staff. She noted that City staff are paid in an equitable way because the City wants to keep the staff that they have. She acknowledged that the tax increases are a financial hurdle.

Motion by Councilmember Buesgens, seconded by Councilmember Spriggs, to close the public hearing and waive the reading of Resolution 2025-89, there being ample copies available to the public. All Ayes, Motion Carried 4-0.

Motion by Councilmember Buesgens, seconded by Councilmember Spriggs, to adopt Resolution 2025-89, being a Resolution of the City Council of the City of Columbia adopting a budget for the year 2026, setting the city levy, approving the HRA levy, and approving a tax rate increase. All Ayes, Motion Carried 4-0.

ADJOURNMENT

Motion by Councilmember James, seconded by Councilmember Spriggs, to adjourn. All Ayes, Motion Carried 4-0.

Meeting adjourned at 7:53 pm.

Respectfully Submitted,

_____

Sara Ion, City Clerk/Council Secretary

DRAFT

Approved
1/7/2026

COLUMBIA HEIGHTS PUBLIC LIBRARY

3939 Central Ave NE, Columbia Heights, MN 55421

BOARD OF TRUSTEES: MEETING MINUTES

Wednesday, December 3rd, 2025

ATTENDANCE INFORMATION FOR THE PUBLIC

*Members of the public who wished to attend could do so in-person, or via Microsoft Teams by entering **Meeting ID 254 921 776 562 0** and **passcode QP35BK9R** at the scheduled meeting time. For questions, please contact Administration at 763-706-3610.*

The meeting was called to order in the Library Community Room by Melanie Magidow at 5:30pm.

Members present: Melanie Magidow; Theresa Strike; Chris Polley. **Members remotely present:** Amáda Márquez Simula (City Council Liaison). **Members absent:** Olga Herrera; Amina Maameri. **Others present:** Renee Dougherty (Library Director); Nick Olberding (Board Secretary). **Public present:** N/A.

1. The **Agenda** was **approved** with correspondence from Mary Thies added to the Community Forum.
2. The **Minutes** from **November 5, 2025,** Library Board Meeting were **moved and approved.**
3. **Review of 2025 Operating Budget**: 91.51% of the year completed and 86.43% of the budget expended.
    a. **Cent. Garage Repair and Parts (42280)** & **Garage Labor Burden (44050)**: Backup power generator maintenance costs will be attributed to these two budget lines.

Community Forum: Opportunity for public input. **One comment e-mailed to the Mayor; no public in attendance.** The CHPL website now has a contact form to submit questions or concerns: https://chplmn.org/board

Mary Thies Correspondence (11/13/25): Mary visited the Library last month for the first time in years and was disappointed in the atmosphere (consisting of children running/playing, adults talking on their phones and to each other, teens playing videogames on the public computers, and staff assisting patrons at regular volume). Based on the description, staff assumed that she must have visited during the period after school lets out (the busiest time of the day/week) and although staff always tries to maintain a peaceful environment in the Library, the volume and activity in the building ebbs and flows all the time. Staff do what they can to keep kids from running outside of the children's area and ask adults to take loud conversations into a private room, the lobby, or outside--when there's a lot of people and activity, there is only so much that can be done. Libraries are not as quiet as they once were; in addition to a place for study, we're a **third place** for people in the community to work, relax, play, socialize, and merely exist without the expectation of spending money. Although we are sorry Mary was disappointed in the environment during her visit, there are many times during any given week which would be quieter and likely more favorable to her. Amáda has replied to Mary and it was suggested that Renee should also reach out to invite Mary back at another time.

Old Business:

4. **Approve Revisions to the Collection Development and Management Policy:** The Board reviewed the policy which Renee created with input from last month's meeting, related policies from Anoka County and local independent public libraries. The Board approves of the more general and broad approach to the policy which should be clearer internally and externally. With two Board members missing tonight and the Library's two librarians yet to review the changes, it was decided to **table approval until next meeting**.

New Business:

5. **Approve Library Board 2026 Meeting Dates**: The dates presented remain on the first Wednesday of each month at 5:30pm in the Library Community Room. The last few years the July meeting has been preemptively cancelled, but since two of the three members in attendance have terms ending soon, they did not want to make the decision for the future Board (the July meeting can be revisited in the future for cancellation if

desired). **A MOTION was made to approve the meeting dates as presented; it was seconded and approved.**

6. **Approve 2026 Library Holiday/Closed Dates**: The Board was presented the Holiday/Closed dates for 2026, which are the same occasions as last year with updated dates/days of the week. Not on the presented list, Renee expressed that we should also close early at 5pm on New Year's Eve in 2026 similarly to all other libraries in the metro area. The Board discussed the possibility of being closed for Eid Al-Fitr/Eid Al-Adha as well, but it was noted that there are many various religious holidays that we stay open for and some would argue that celebrants of the holidays may want to visit the Library on those days and would prefer we remain open; also mentioned was the fact that we used to be closed on Good Friday but this has been discontinued. The Board agreed with all the proposed dates; **a MOTION was made to approve the proposed closed dates with the amended early closing on New Year's Eve (December 31, 2026); it was seconded and approved.**
7. **Approve 2026 CHPL Fee Schedule**: The Board reviewed the proposed 2026 fee schedule which only had one change for black+white printing (from 10¢ to 20¢ per printed side); color prints would remain at 50¢. Renee stated that the change was proposed to match Anoka County Library (also increasing in 2026) and to offset an added tariff fee our print management provider is charging monthly for supplies. Renee researched other library systems in the metro, which confirmed that the new price is still competitive with other options: HCL [B+W:20¢/C:50¢…with limited free printing allowance for cardholders]; RCL [B+W:20¢/C:75¢]; SPPL [B+W:15¢/C:75¢]; FedEx Office [B+W:26¢/C:71¢]. The Board agreed that it was still a good value; **a MOTION was made to approve the 2026 CHPL Fee Schedule; it was seconded and approved.** It will now go to the City Council for final approval along with other department's proposed fee schedules.

Director's Update:

8. **September Board Report:** Provided as an FYI.
    a. The Board commented on their endorsement of the **EL Family Nights** we continue to host with the local schools to orient new families to the Library's services.
    b. The **2026 budget** will soon be approved by the City Council; the property tax levies have been set, so the budget can only be reduced, not increased at this point. The City Council recommended that the Library and Parks & Recreation receive **additional funding** (to be assessed early next year) for increased programming, improvements, and staffing opportunities; more information to come.
    c. Chris forwarded contact information about Taho Sportswear, who do great work on the school district's Hylander **branded merchandise**.
9. **Board Books** (what we're reading, watching, playing, listening to, or simply recommend)**:**
    a. Amáda: ***The Power of Bridging: How to Build a World Where We All Belong*** john a. powell
    b. Theresa: ***All the Young Men: A Memoir of Love, AIDS, and Chosen Family in the American South*** Ruth Coker Burks; ***The Fifth Elephant (Discworld* series*)*** Terry Pratchett
    c. Chris: ***Now We Are Six* (youth book)** A.A. Milne; ***La Haine*** (French) Mathieu Kassovitz (streaming on Kanopy)
    d. Melanie: ***The Italian Garden*** Charlotte Betts; ***Before Morning* (youth book)** Joyce Sidman
    e. Renee: ***The Women*** Kristin Hannah
    f. Nick: ***The Handmaid's Tale*** Margaret Atwood; ***Fahrenheit 451*** Ray Bradbury

There being no further business, the meeting was adjourned at 6:20pm.

Respectfully submitted,

Nick Olberding
Recording Secretary, CHPL Board of Trustees

ECONOMIC DEVELOPMENT AUTHORITY

City Hall—Shared Vision Room, 3989 Central Ave NE
Monday, October 06, 2025
4:45 PM

MINUTES

The meeting was called to order at 4:45 pm by President James.

CALL TO ORDER/ROLL CALL
Members Present: Connie Buesgens; Laurel Deneen; Lamin Dibba (4:58 pm); Rachel James; Amáda Márquez-Simula (4:46 pm); Justice Spriggs; Marlaine Szurek

Staff Present: Mitchell Forney, Community Development Director; Aaron Chirpich, City Manager; Sarah LaVoie, Administrative Assistant; Emilie Voight, Community Development Coordinator

PLEDGE OF ALLEGIANCE

CONSENT AGENDA
1. Approve the minutes of the regular EDA Meeting of September 02, 2025.

2. Approve financial reports and payment of bills for August 2025 – Resolution No. 2025-25.

Motion by Deneen, seconded by Buesgens, to approve the Consent Agenda as presented. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2025-25

A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF AUGUST 2025 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF AUGUST 2025.

WHEREAS, the Columbia Heights Economic Development Authority (the "EDA") is required by Minnesota Statutes Section 469.096, Subd. 9, to prepare a detailed financial statement which shows all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the EDA's credits and assets and its outstanding liabilities; and

WHEREAS, said Statute also requires the EDA to examine the statement and treasurer's vouchers or bills and if correct, to approve them by resolution and enter the resolution in its records; and

WHEREAS, the financial statements for the month of August 2025 have been reviewed by the EDA Commission; and

WHEREAS, the EDA has examined the financial statements and finds them to be acceptable as to both form and accuracy; and

WHEREAS, the EDA Commission has other means to verify the intent of Section 469.096, Subd. 9, including but not limited to Comprehensive Annual Financial Reports, Annual City approved Budgets,

Audits and similar documentation; and

WHEREAS, financial statements are held by the City's Finance Department in a method outlined by the State of Minnesota's Records Retention Schedule,

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Columbia Heights Economic Development Authority that it has examined the referenced financial statements including the check history, and they are found to be correct, as to form and content; and

BE IT FURTHER RESOLVED the financial statements are acknowledged and received and the check history as presented in writing is approved for payment out of proper funds; and

BE IT FURTHER RESOLVED this resolution is made as part of the permanent records of the Columbia Heights Economic Development Authority.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 6th of October 2025

Offered by: Laurel Deneen
Seconded by: Connie Buesgens
Roll Call: All ayes of present. MOTION PASSED.

_____
President

Attest:

_____
Secretary

BUSINESS ITEMS

3. Fire Suppression Grant Application (Sister Bud, LLC)

Voight reported that in 2022, the EDA created the Fire Suppression Grant Program to assist local businesses with the expenses incurred when installing fire suppression systems within commercial buildings. Many of the commercial properties in Columbia Heights do not have fire suppression systems. Certain businesses and changes of use require the addition of fire suppression systems to existing buildings. Earlier this year, the EDA budgeted additional funds for the Fire Suppression Grant Program and increased the maximum available grant award per applicant from $30,000 to $50,000.

Voight stated that one of the future tenants of 5011 University Ave has submitted an application for this grant program. The prospective tenant, Sister Bud, LLC, is a cannabis retailer that is currently working with the owner of the building to build out a cannabis retail space. Since this proposed new business occupancy requires a change of use, the new business is required to install a sprinkler system in the building. Additionally, since the new retail space will be located in a strip

mall, the entirety of the strip mall must be sprinkled. This requirement is established via Minnesota State Statute Chapter 1306.0020 MUNICIPAL OPTION Subp. 2. "Existing and new buildings."

Voight noted that the applicant has provided more than the required two quotes from licensed fire protection contractors, as well as two quotes from water main contractors. The lowest bids for the project total $104,225. The quotes have been included in the meeting packet. In the 2025 budgeting process, the EDA allocated $100,000 to the program and increased the amount accessible per grant award. So far in 2025, there has been one applicant who was awarded a grant of $30,000. This leaves $70,000 in grant funds available for the remainder of 2025.

Voight mentioned that Staff recommend approval of the application at the maximum reimbursement allowance of $50,000. As demonstrated by the quotes provided by the applicant, the price of adding fire suppression systems is cost-prohibitive for small businesses. Installation of the required fire suppression system in the structure will help modernize the entire building, not solely the new retail space, and will help ensure that it can be used in a safe manner by current and future tenants.

Questions/Comments from Members:

Deneen asked if the applicant was required to get permission from each of the tenants for construction to occur. Voight replied that the applicant is required to get approval from the property owner before applying. She added that she is unsure if the property owner has communicated with the other tenants. Even if the grant is not approved, the applicant will be required to install sprinklers in order to have the business there.

James asked if the business would receive their cannabis license.

Buesgens pointed out that a tenant who was renting space in the building would be paying for the entire sprinkler system in the building. She mentioned that it would make more sense for the building owner to be paying for the sprinkler system. Forney replied that staff are not privy to what the financial agreement is, but ultimately, businesses come to the City to apply for the grant because they are the ones who are triggering the requirements. It is possible that the property owner would be paying for most or all of the sprinkler system. Buesgens stated that the property owner should be the one coming to the City for the grant and paying for the sprinkler system. Forney replied that often the property owner pays for the sprinkler system, but sometimes the business applies for the grant.

Buesgens asked how many buildings in the city need updated sprinklers. Forney replied that almost all of them need this, since most of the existing commercial spaces were built before fire suppression systems were required.

Szurek asked if the business would be growing marijuana on the property. Forney replied that they would be. Szurek pointed out that the sprinkler system would be important to have for this portion of the business.

Motion by Spriggs, seconded by Deneen, to waive the reading of Resolution No. 2025-26, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Spriggs, seconded by Deneen, to approve Resolution No. 2025-26, a Resolution of the Columbia Heights Economic Development Authority, approving the form and substance of the Fire Suppression Grant Agreement, and approving authority staff and officials to take all actions necessary to enter the authority into the Fire Suppression Grant Agreement with Sister Bud, LLC. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2025-26

A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FORM AND SUBSTANCE OF THE FIRE SUPPRESSION GRANT AGREEMENT, AND APPROVING AUTHORITY STAFF AND OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO ENTER THE AUTHORITY INTO THE FIRE SUPPRESSION GRANT AGREEMENT WITH SISTER BUD, LLC.

WHEREAS, the City of Columbia Heights (the "City") and the Columbia Heights Economic Development Authority (the "Authority") have collaborated to create a certain Fire Suppression Grant Program (the "Program"); and

WHEREAS, pursuant to guidelines established for the Program, the Authority is to award and administer a series of grants to eligible commercial or industrial property owners and/or tenants for the purposes of revitalizing, rehabilitating, and restoring buildings, and increasing business vitality, economic performance, and public safety; and

WHEREAS, the Authority has thoroughly reviewed copies of the proposed form of the Grant Agreement.

NOW, THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the Authority:

1. approves the form and substance of the grant agreement and approves the Authority entering into the agreement with Sister Bud, LLC.
2. that the City Manager, as the Executive Director of the Authority, is hereby authorized, empowered and directed for and on behalf of the Authority to enter into the grant agreement.
3. that the City Manager, as the Executive Director of the Authority, is hereby authorized and directed to execute and take such action as they deem necessary and appropriate to carry out the purpose of the foregoing resolution.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 6th of October 2025

Offered by: Justice Spriggs
Seconded by: Laurel Deneen

Roll Call: All ayes of present. MOTION PASSED.

President

Attest:

Secretary

4. NOAH Program Proposal Review

Voight reported that following EDA discussions in February and June, staff are bringing forward a proposal for the creation of the Columbia Heights Naturally Occurring Affordable Housing (NOAH) Loan Program. As explained during the June EDA meeting, staff consulted with the Minnesota Center for Energy and Environment (CEE) for the program's development. CEE is a nonprofit organization that partners with many Minnesota cities on housing grant and loan programs. Given its years of experience and its ongoing government partnerships across the Twin Cities metro area, CEE has both the capacity and the expertise necessary to act as a loan originator, loan servicer, and, as applicable for any projects not subject to City permitting, inspector.

Voight explained that the EDA provided specific and substantial direction to staff for the program's design during its June meeting. The Commission's guidance included details about program form and function, loan amounts and terms, types of eligible properties, income and rental restrictions, and types of eligible project activities, amongst other items. Staff subsequently worked closely with the EDA's legal counsel and CEE to develop a program that would incorporate the EDA's guidance and respond to its intent. The attached draft program documents reflect the EDA's direction and have already been reviewed, revised, and approved by the EDA's legal counsel and CEE. During tonight's meeting, it is staff's goal to gain EDA approval of the substantive details of the NOAH Loan Program, as laid out in these documents, and to obtain the EDA's authorization to move forward with implementation in order to launch the program on January 1, 2026.

Voight mentioned that staff and CEE have discussed program administration and established clear roles for the proposed partnership. Both the City and CEE will market the NOAH Loan Program. Both parties will also be involved at different points of each loan and project. To begin, when a property owner is interested in the program, they will apply directly with CEE and be guided through the application by one of CEE's loan officers. The loan officer will answer any applicant questions concerning eligibility and will liaise with City staff for approval items such as the conforming/legal nonconforming use and "in good standing" requirements. Once a loan application has been approved, CEE will underwrite the loan and complete the closing process. Project work may begin following the closing. As soon as the project work is complete, CEE will again liaise with the City to arrange for final inspections as required by the types of activities completed using project funds. Following final inspections, the loan funds will be disbursed. CEE will invoice the City monthly for loan disbursements and administrative costs.

Voight stated that for the initial launch, staff propose to fund the NOAH Loan Program through two sources: EDA Fund 408 for administrative costs and the City's Local Housing Trust Fund for loans. At its September meeting, the EDA resolved to include $10,000 in Fund 408's 2026 budget for NOAH

Loan Program administrative costs. The City's Local Housing Trust Fund currently holds the City's Local Affordable Housing Aid (LAHA) dollars, which have specific expenditure requirements that are well-suited for use for NOAH preservation but are not eligible for use for administrative costs.

Voight noted that concerning the funding of the loans themselves, staff recommend using LAHA funds from 2024-2025 to fund Program Year (PY) 2026. Staff then recommend that in each subsequent year, the EDA dedicate a portion of – or all of – the City's annual LAHA funds to support the loans in the following PY. For example, 2026 LAHA funds would fund PY 2027 loans, then 2027 LAHA funds would fund PY 2028 loans. The current draft program documents establish an initial contract period through December 31, 2028.

Voight mentioned that at the close of the 2025 calendar year, the City's Local Housing Trust Fund will contain approximately $533,126.67. This amount is comprised of the City's 2024 and 2025 LAHA disbursements. For PY 2026, staff recommend budgeting $350,000.00 from the Trust Fund toward loans granted through the NOAH Loan Program. This would leave $183,126.67 of 2024-2025 LAHA funds undedicated, for use in other housing programs or projects. Barring shifts in legislative priorities, staff expect that the City will continue to receive LAHA funds annually, with an additional $390,000 (approx.) anticipated to be received in 2026. In the event that the State were to discontinue distribution of LAHA funds, the EDA would need to consider flexing funds from other strategies or programs.

Voight stated that by granting approval at tonight's meeting, the EDA is agreeing to a budget with CEE; specifically, it is confirming that it will dedicate $360,000 in funds (loan and admin costs) for the program. Since the City is in the middle of its annual budget process, staff do not recommend that the EDA amend the proposed 2026 Local Housing Trust Fund (Fund 205) expenditures in order to reflect the new program. At a later date, staff will bring forth an amendment to Fund 205, solidifying the decision by the EDA to dedicate $350,000 to the NOAH Loan Program. This is similar to 2025, in which the EDA established a budget amendment mid-year in order to better align its expenditures with the goals it defined at the beginning of the year.

Questions/Comments from Members:

Buesgens asked staff to explain the income requirements and why they change during the year. Voight replied that during the previous EDA meeting, the Commission indicated that they would like to target the lower end of the area median income allowed by the LAHA funds. The LAHA fund requirements state that 50% AMI should be prioritized before 80% AMI, but due to the way that loan applications come in the door, it is difficult to prioritize and also keep applications moving forward from an administrative perspective.

Buesgens asked how many duplexes are in the City. Voight replied that staff would look into it. Buesgens asked how successful the program is in other cities. Voight replied that she spoke with the city of Fridley. They do not have the same program, but they have a similar home improvement program, and it is popular. Other cities use their LAHA funds in a variety of ways, so it is difficult to find an exact equivalent. She added that she expects there will be an initial period of time of evaluating how attractive the program is. She noted that the City will need to give the program

time for the community to hear about the program and understand the criteria for it before assessing its effectiveness.

Buesgens asked if applications would be slow in January and February. She pointed out that 80% AMI would kick in during March and that it may not meet the EDA's goal to target 50% AMI. Forney replied that only 50% AMI would be able to apply during January and February each year, not only the first year. He added that after the first year, staff would be able to evaluate how many applications there are in January and February and see if the 50% priority time period would need to be extended.

Dibba wondered how the City could distribute the information about the program to the community before January. Voight replied that the Community Development Department and the Communications Department will work closely together in order to get information out to the public. She added that it was also possible for the EDA to request to extension of the 50% priority time period to January through March.

James stated she was in favor of extending the time period to March. She added that the language is not clear when it says eligible and ineligible borrowers. She wondered whether someone with a green card would be ineligible. She stated that as long as an applicant is a legal resident, whether a U.S. citizen or not, they should be eligible for the program. Szurek disagreed and stated the program should be for legal citizens of the United States. James explained that if someone has a green card, they are paying taxes, which goes into the State LAHA fund, which would make someone eligible to apply for the same programs as everyone else. Forney replied that it was a good point and something staff could speak to CEE about. James explained that the language should be clarified instead of saying "foreign national."

Buesgens stated she looked up "foreign national," and it means "someone who is not a citizen of the country in which they are located or residing. For example, in the United States, a foreign national is someone who is neither a U.S. citizen nor a lawful permanent resident, of a green card holder."

James asked what would happen if someone lost their job in the middle of their rental agreement. She pointed out that the program eligibility is based on tax returns and asked how long it would take. Voight replied that all of the rental income verification occurs at the beginning of the application process. The information is provided by the applicant. If someone lost their employment for two months, the City would not know because there will not be weekly or monthly monitoring.

James noted page 69, paragraph 1 of the Agenda Packet, which talks about the eligible use of funds. She mentioned that kitchen appliance replacement is on the list. She expressed her concern that it is not a permanent addition to a residence. Voight replied that it is addressed under ineligible use of funds, but staff could add clarification in the language. James suggested striking non-permanent appliances.

Buesgens asked if it was possible to send a mailer out to all landlords that fit the requirements to

let them know about the program. Forney replied that it was possible, and they could also send an email.

James pointed out page 70 of the Agenda Packet under the budget notes, which mentions the prioritization visit. She asked if the CEE or the City conducted the visit. Voight replied that CEE would conduct the visit. James asked if there were translation services provided for the visits. Voight replied that they have not discussed that with CEE, but would ask them.

Deneen asked if there were guidelines for the way that the landlord has performed in the past. Voight replied that the program guidelines include a good standing criterion, and information about conforming uses or legal non-conforming uses. Deneen asked if there were guidelines for how the funds must be spent across the rental. Buesgens explained that the loan cannot pay for any improvements for the owner's unit if they live in an apartment unit or duplex.

Dibba asked if there were any guidelines for an individual who owns multiple rental properties in the City. He asked how many applications would be allowed. Voight replied that the proposal says not more than one loan per property/borrower every five years.

Buesgens asked if the program would limit property owners from receiving other funding sources to fund energy-efficient projects on the property. Forney replied that CEE partners with Home Energy Squad. When CEE does the visit, they will be able to provide the property owner with information about rebates and other financing mechanisms.

Spriggs asked if there was a requirement for any specific testing to be done, such as lead or radon testing. Voight replied that it is not currently included in the program, but staff could speak with CEE to see if it is possible to include it in the program. The EDA agreed that they would be interested in staff looking into the possibility.

James asked if the proposed changes for eligible uses, prioritization time period, and eligible borrowers could be amended in the proposal. Staff agreed.

Motion by Márquez-Simula, seconded by Buesgens, to waive the reading of Resolution No. 2025-27 as amended, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Márquez-Simula, seconded by Spriggs, to adopt Resolution No. 2025-27 as amended, a Resolution of the Economic Development Authority of Columbia Heights, Minnesota, approving the creation and implementation of the Columbia Heights Naturally Occurring Affordable Housing (NOAH) Loan Program. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2025-27

A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE CREATION AND IMPLEMENTATION OF THE NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH) LOAN PROGRAM.

WHEREAS, the City of Columbia Heights has a zoning code that permits multifamily dwellings in certain designated districts, resulting in a wide variety of sizes, styles, and configurations in the types of multifamily residential buildings that have been constructed throughout the city's history; and

WHEREAS, the timing and pattern of Columbia Heights' development have resulted in an aging housing stock, particularly among small- to medium-sized multifamily buildings; and

WHEREAS, many of these aging multifamily properties provide Naturally Occurring Affordable Housing (NOAH), unsubsidized rental housing that remains affordable due to market conditions rather than public intervention; and

WHEREAS, NOAH units are critical components of the City's housing ecosystem, offering affordable housing options to residents who may not qualify for or have access to income-restricted housing programs; and

WHEREAS, the preservation and improvement of NOAH properties are essential to maintaining housing affordability and preventing displacement of low- and moderate-income residents; and

WHEREAS, in 2024, the City of Columbia Heights established a Local Housing Trust Fund supported by State-allocated Local Affordable Housing Aid (LAHA) funds, and designated the Economic Development Authority (EDA) as the administrator of this Fund to support affordable housing initiatives within the City; and

WHEREAS, the EDA has identified the need to preserve and improve NOAH properties through the creation of a dedicated Naturally Occurring Affordable Housing (NOAH) Loan Program (the "Program") that provides financial assistance to multifamily property owners for necessary repairs and improvements, while ensuring continued affordability of units; and

WHEREAS, due to limited staff capacity, the EDA seeks to partner with the Minnesota Center for Energy and Environment (CEE), a qualified program administrator, to support the successful implementation of the NOAH Loan Program, with CEE aiding in program design, underwriting, compliance, and ongoing administration.

NOW, THEREFORE BE IT RESOLVED that, after appropriate examination and due consideration, the Authority hereby:

1. Approves the creation and implementation of the EDA's Naturally Occurring Affordable Housing (NOAH) Loan Program; and
2. Approves the form and substance of the Columbia Heights Naturally Occurring Affordable Housing (NOAH) Loan Program Origination Agreement (the "Agreement"), the Program guidelines (Exhibit A), and the Program budget (Exhibit B); and
3. Authorizes the officers, employees, and other agents of the Authority to take all actions necessary to perform the Authority's obligations under the Program Origination Agreement and Exhibits A and B as a whole, including, without limitation, all acts and things required of them by or in connection with this resolution, for the full, punctual, and complete performance of all the terms, covenants, and agreements contained herein.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 6th of October 2025

Offered by: Amáda Márquez-Simula
Seconded by: Justice Spriggs
Roll Call: All ayes of present. MOTION PASSED.

President

Attest:

Secretary

5. Executive Session: Develop or Consider Counteroffers for the Purchase of Real Property at 4024-4026 Central Ave NE. Closed per Minn. Stat. 13D.05, Subdivision 3(c).

Motion by Buesgens, seconded by Dibba, to recess to an executive session to discuss Agenda Item 5 pursuant to Minnesota Statute 13D.05, Subdivision 3(c). All ayes. MOTION PASSED.

Forney noted that the discussion is being recorded and will be added to the minutes, but the minutes will not be released until a later date.

The EDA discussed the potential purchase of real property at 4024-4026 Central Ave NE.

Motion by Deneen, seconded by Buesgens, to reconvene the open session. All ayes. MOTION PASSED.

BUSINESS UPDATES

a. SPAAR Key Communities Grant Homeownership Resource Night Recap
Voight stated that the SPAAR event occurred on September 16th. The English and Spanish sessions were both recorded and are available on YouTube. She added that she would be following up with the attendees and everyone who signed up for the event but did not attend. SPAAR is excited to continue to partner with the City.

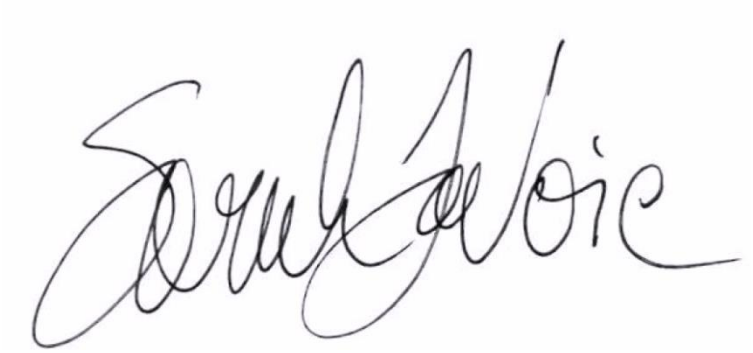
b. Minnesota Housing Finance Agency 2025 Local Housing Trust Fund Grants Program Award
Voight stated the City has been awarded $75,000, which will be matched with City funding and will be used for affordable housing.

c. Community Entrepreneurship Program Update and Invitation
Voight noted that the Community Entrepreneurship Program launched on September 20th, and the cohort is 32 people. The EDA and Council are invited to attend the graduation on November 1st at 12:00 pm at Murzyn Hall.

ADJOURNMENT

Motion by Márquez-Simula, seconded by Spriggs, to adjourn the meeting at 5:57 pm. All ayes. MOTION PASSED.

Respectfully submitted,



Sarah LaVoie, Recording Secretary

SPECIAL ECONOMIC DEVELOPMENT AUTHORITY MEETING

City Hall—Shared Vision Room, 3989 Central Ave NE
Monday, November 10, 2025
5:00 PM

MINUTES

The meeting was called to order at 5:00 pm by President James.

CALL TO ORDER/ROLL CALL
Members present: Connie Buesgens; Laurel Deneen; Lamin Dibba; Rachel James; Amáda Márquez-Simula; Marlaine Szurek

Members absent: Justice Spriggs

Staff present: Mitchell Forney, Community Development Director; Aaron Chirpich, City Manager; Emilie Voight, Community Development Coordinator

PLEDGE OF ALLEGIANCE

BUSINESS ITEMS

1. **4300 Central Avenue – TIF Pledge for General Obligation TIF Revenue Bonds Amended.**
   Forney reported that during the summer of 2021, the City received word that Hy-Vee was interested in selling the property located at 4300 Central Avenue NE. The City moved to gain control over the site by working with Alatus, who agreed to purchase the property. In order to support the developer, the City provided funding in the form of a loan for the purchase and predevelopment costs related to the project. Alatus requested a total loan of $6,000,000, which covered the following items:
   - Land Acquisition – $4,500,000
   - Closing Costs – $105,200
   - City Fees – $50,000
   - Demolition – $671,686
   - Environmental Testing and Reports – $42,156
   - Geotechnical Testing and Reports – $35,000

   Forney noted that rather than providing a direct loan, the City funded the project using borrowed funds from general obligation tax increment financing (TIF) bonds. Under this structure, the City issued the debt necessary for Alatus to purchase the property directly from Hy-Vee, with the City acting as the interim lender. Alatus is expected to repay the City's loan when the project closes with permanent financing.

   Forney stated that in 2023, as the original bonds approached maturity, the City reissued a new set of temporary general obligation TIF bonds to pay off the original bond series and extend the loan timeline. This reissuance provided additional time for Alatus to complete predevelopment activities

and pursue permanent financing for the project. The current bond cycle, issued in 2023, is now set to mature in February 2026.

Forney explained that as the City approaches this upcoming maturity date, Alatus has not yet secured permanent financing and continues to work with the City on project planning. The overall scope of the project remains under discussion and is anticipated to be reviewed by the City Council at its December work session. Given the continued predevelopment status, staff are bringing forward the issuance of a new set of permanent general obligation TIF bonds to pay off the 2023 bonds and again extend the loan term to allow additional time for project development and financing.

Forney noted that the new bonds will remain temporary, similar to the previous issuances, and all bond funds from each series will be repaid at the time of closing on the project's first phase. Because the general obligation bonds are tax increment bonds, the City will again pledge tax increment to pay the debt service. The EDA administers the City's TIF districts and receives the increment from the County. Therefore, the City is requesting that the EDA pledge an increment from the Alatus TIF district to the City for debt service payments on the new bonds. The formal mechanism for this arrangement is an amended TIF Pledge Agreement. The EDA's counsel has prepared the attached amendment and resolution for the EDA's review and approval.

Forney stated that looking ahead, the City Council will consider the amended and restated loan documents at one of its meetings in November. Following that, the Council is expected to set the bond sale at its December meeting, with final bond approval anticipated at the first Council meeting in January 2026.

Questions/Comments from Members:

Márquez-Simula asked the Alatus representative if there were any updates. She added that MnDOT is doing construction and wondered if they had discussed with MnDOT about development opportunities. Barrett Corwin, Director of Development, replied that the financing environment since 2023 has been much better. He added that due to financing getting better, they have some "stokes in the fire" on what could happen on the site. He explained that Trader Joe's had been an option for the site, but they walked away from 13 total sites in the state. He explained that Alatus has a new site plan and is excited to show it to the City Council. The site plan would maintain the urban edge on Central Avenue and would provide more pedestrian experiences going down into the site.

Mr. Corwin stated the first phase of the project would be somewhere between 260-300 housing units. Parking would not be exposed. He explained that they would build active uses so that it is an appealing building on every side. Many large grocery stores were not excited about the site, because they would like to see large, exposed parking areas. Bob Lux, Founder and Principal of Alatus, added that Mr. Corwin has already started a stormwater study and assessment. He noted that the cost to build structured parking for commercial spaces can get expensive, so they are looking at options within the site plan. He explained that they are in contact with MnDOT about the transit route and have received an acceptance letter for a right-in and right-out access onto the s

from Central Avenue. The credit market is starting to unfreeze a little bit.

Mr. Lux added that Mr. Corwin is working with a strategic partner that has a lower cost per capita that they can access, and would be another financing platform that can be utilized to get the project started. Chirpich added that it is advantageous at this juncture, where the City could have a more deeply engaged watershed district and have to integrate MnDOT's concerns. Mr. Corwin explained that they did not fully appreciate the stormwater needs for the site and how it would benefit the City and neighboring cities. They expect to find some soft funds in order to construct the stormwater improvements on the site. He explained that they will get the stormwater data in 30-45 days and will be able to have options from an engineering standpoint.

Szurek asked if they are looking for a different anchor tenant. Mr. Lux replied that they are looking for commercial tenants who they think can work on the site. Szurek asked if they were looking to do more rental residential housing rather than commercial businesses. Mr. Lux replied that they are still looking at options.

Szurek mentioned that the project continues to get delayed, and the City is providing Alatus with the bonds to keep them going financially. She explained that they are not seeing the project moving forward. Mr. Lux expressed his understanding of the frustration and explained that he does not have a timeline until they can get a commercial tenant in the space or the City decides to just have residential spaces.

Dibba asked Mr. Lux if any entities have been interested in the commercial space. Mr. Lux replied that they have identified that the City does not have a national daycare in the area of the site. He explained that he is speaking with daycare providers and medical office entities. Chirpich added that lending is starting to percolate. Mr. Lux explained that it is still tough to get ahold of funding and interest rates are still 2% higher than they should be. In the meantime, they are looking into other financing platforms.

Deneen mentioned on the previous plan, there was a gym that had been identified. She asked if it was still a part of the current plan. Mr. Lux replied that it was not a part of the new plan.

Deneen asked how the project's timeline would be impacted since Alatus has one project ahead of the City's project. Mr. Lux replied that their financial partner decides which project goes next. Chirpich added that the City may need some more time if they are going to pivot significantly from commercial and prepare a Comprehensive Plan amendment.

James asked when the item would come before the EDA again. Forney replied that the site plan would be presented to the EDA in December. James suggested that the EDA discuss the bonds during this meeting, before getting into the details of the site plan.

Buesgens expressed her appreciation for the comments and explained that patience is part of the process. She added that she looks forward to seeing the revised plan. Mr. Corwin explained that since they are able to pivot and use phasing, it allows more options on how to move forward. It is possible to start building residential space and wait until a commercial tenant expresses interest

the site.

James mentioned that she went to the Housing Forum at Metro Cities, and they had speakers from all of the community developments in the metro area. Nothing is getting built because of the climate. She agreed that the phasing delay could be helpful with the City.

Motion by Márquez-Simula, seconded by Buesgens, to waive the reading of Resolution No. 2025-28, there being ample copies available to the public. All ayes of present. MOTION PASSED.

Motion by Márquez-Simula, seconded by Buesgens, to approve Resolution No. 2025-28, a Resolution of the Columbia Heights Economic Development Authority, authorizing execution of a second amended and restated tax increment pledge agreement with the City of Columbia Heights relating to taxable general obligation tax increment refunding bonds, series 2026a. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2025-28

A RESOLUTION OF THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, AUTHORIZING EXECUTION OF A SECOND AMENDED AND RESTATED TAX INCREMENT PLEDGE AGREEMENT WITH THE CITY OF COLUMBIA HEIGHTS RELATING TO TAXABLE GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2026A

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Columbia Heights Economic Development Authority (the "Authority") as follows:

Section 1. Recitals.

1.01. The City of Columbia Heights, Minnesota (the "City") has established, and the Authority administers, the Alatus TIF District (the "TIF District"), a redevelopment district within the Downtown Central Business Redevelopment Project (the "Redevelopment Project") within the City, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"), and adopted a tax increment financing plan for the TIF District (the "TIF Plan").

1.02. Pursuant to the authority conferred by Section 469.178, subdivision 5 of the TIF Act and Minnesota Statutes, Chapter 475, as amended (the "Municipal Debt Act"), including Section 475.61, subdivision 6, the City issued its Taxable General Obligation Temporary Tax Increment Bonds, Series 2021A (the "Series 2021A Bond"), dated July 29, 2021, in the original aggregate principal amount of $5,935,000, to pay all or a portion of the public redevelopment costs incurred or to be incurred within the Redevelopment Project as identified in the TIF Plan, including but not limited to a bridge loan provided to Alatus Columbia Heights II LLC, a Delaware limited liability company (the "Developer"), for land acquisition, demolition, and related costs (the "Project Costs"), and the Developer agreed to pay the City's financing and other related costs related to issuing the Series 2021A Bond.

1.03. The City and the Authority entered into a Tax Increment Pledge Agreement, dated July 29, 2021 (the "Original Pledge Agreement"), relating to the payment of principal of and interest on the Series 2021A Bond and providing for the pledge of tax increment revenues generated from the TIF

District to secure the payment of principal of, premium, if any, and interest on the Series 2021A Bond.

1.04. Prior to the maturity of the Series 2021A Bond, the City determined it to be necessary to provide additional temporary financing for the Project Costs and to issue an additional series of temporary bonds for such purpose.

1.05. Pursuant to the authority conferred by the TIF Act, including Section 469.178, subdivision 5, and the Municipal Debt Act, including Sections 475.61, subdivision 6, and 475.67, subdivision 3, and a resolution adopted by the City Council of the City on November 27, 2023, the City issued its Taxable General Obligation Temporary Tax Increment Refunding Bonds, Series 2023A (the "Series 2023A Bond"), in the original aggregate principal amount of $6,615,000, to refund the Series 2021A Bond prior to maturity and provide additional temporary financing for the Project Costs.

1.06. In connection with the issuance of the Series 2023A Bond, the City and the Authority entered into the Amended and Restated Tax Increment Pledge Agreement, dated December 14, 2023 (the "First Amended Agreement"), which amended and restated the Original Agreement, providing for the pledge of tax increment revenues generated from the TIF District to secure the payment of principal of, premium, if any, and interest on the Series 2023A Bond.

1.07. The Series 2023A Bond matures on February 1, 2026, and is payable on such date from tax increments resulting in increases in the taxable value of real property in the TIF District and/or from proceeds of permanent bonds to be issued by the City prior to such maturity.

1.08. The City has determined the need to issue permanent bonds to refinance the Series 2023A Bond, thereby providing permanent financing for the Project Costs. To that end, at an upcoming meeting of the City Council of the City, but in no event later than February 1, 2026, the City Council will consider a resolution authorizing the issuance and sale of the City's Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A (the "Bonds"), in the maximum aggregate principal amount sufficient to pay: (i) the principal of, interest on, and premium, if any, on the Series 2023A Bond on the redemption date thereof, (ii) interest on the Bonds for a period not exceeding three years from their date of issue or such other maximum period under the Municipal Debt Act, and (iii) costs of issuance, pursuant to the TIF Act, including Section 469.178, subdivision 5, and the Municipal Debt Act, including Section 475.67, subdivision 3. The proceeds of the Bonds will be used to refund the Series 2023A Bond prior to maturity and provide permanent financing for the Project Costs.

1.09. There has been presented to the Board a Second Amended and Restated Tax Increment Pledge Agreement (the "Pledge Agreement") between the Authority and the City, which amends and restates the Original Pledge Agreement, as amended and restated by the First Amended Pledge Agreement, relating to the payment of principal and interest on the Bonds and providing for the pledge of tax increment revenues generated from the TIF District to secure the payment of principal of, premium, if any, and interest on the Bonds.

Section 2. Approval.

2.01. The Board hereby approves the pledge to the City of tax increment revenues attributab

to the TIF District for the payment of principal of, premium, if any, and interest on the Bonds.

2.02. The President and Executive Director of the Authority are hereby authorized to execute and deliver the Pledge Agreement substantially in the form on file with the Board, providing for the pledge of tax increment derived from property in the TIF District for the payment of the principal of, premium, if any, and interest on the Bond.

2.03. This resolution shall be effective as of the date hereof.

Approved this 10th day of November, 2025, by the Board of Commissioners of the Columbia Heights Economic Development Authority.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 10th of November 2025

Offered by: Amáda Márquez-Simula
Seconded by: Connie Buesgens
Roll Call: All ayes of present. MOTION PASSED.

_____
President

Attest:

_____
Acting Secretary

Szurek mentioned that the City needs to do something about people who dump furniture in their front yards. Forney replied that he would reach out to the code enforcement officer to address the issue.

ADJOURNMENT

Motion by Deneen, seconded by Márquez-Simula, to adjourn the meeting at 5:32 pm. All ayes. MOTION PASSED.

Respectfully submitted,

Emilie Voight, Acting Secretary

ECONOMIC DEVELOPMENT AUTHORITY

City Hall—Shared Vision Room, 3989 Central Ave NE
Monday, December 01, 2025
5:00 PM

MINUTES

The meeting was called to order at 5:00 pm by President James

CALL TO ORDER/ROLL CALL
Members present: Connie Buesgens; Laurel Deneen; Rachel James; Amáda Márquez-Simula; Justice Spriggs; Marlaine Szurek

Members absent: Lamin Dibba

Staff present: Mitchell Forney, Community Development Director; Aaron Chirpich, City Manager; Sarah LaVoie, Administrative Assistant; Emilie Voight, Community Development Coordinator; Ursula Brandt, City Planner

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

1. Approve the minutes of the Regular EDA Meeting of October 06, 2025.

2. Approve the minutes of the Special EDA Meeting of November 10, 2025.

3. Approve financial reports and payment of bills for September 2025 – Resolution No. 2025-29.

4. Approve financial reports and payment of bills for October 2025 – Resolution No. 2025-30.

Motion by Szurek, seconded by Deneen, to approve the Consent Agenda as presented. All ayes of present. MOTION PASSED.

RESOLUTION NO. 2025-29

A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF SEPTEMBER 2025 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF SEPTEMBER 2025.

WHEREAS, the Columbia Heights Economic Development Authority (the "EDA") is required by Minnesota Statutes Section 469.096, Subd. 9, to prepare a detailed financial statement which shows all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the EDA's credits and assets and its outstanding liabilities; and

WHEREAS, said Statute also requires the EDA to examine the statement and treasurer's vouchers or bills and if correct, to approve them by resolution and enter the resolution in its records; and

WHEREAS, the financial statements for the month of September 2025 have been reviewed by the EDA

Commission; and

WHEREAS, the EDA has examined the financial statements and finds them to be acceptable as to both form and accuracy; and

WHEREAS, the EDA Commission has other means to verify the intent of Section 469.096, Subd. 9, including but not limited to Comprehensive Annual Financial Reports, Annual City approved Budgets, Audits and similar documentation; and

WHEREAS, financial statements are held by the City's Finance Department in a method outlined by the State of Minnesota's Records Retention Schedule,

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Columbia Heights Economic Development Authority that it has examined the referenced financial statements including the check history, and they are found to be correct, as to form and content; and

BE IT FURTHER RESOLVED the financial statements are acknowledged and received and the check history as presented in writing is approved for payment out of proper funds; and

BE IT FURTHER RESOLVED this resolution is made as part of the permanent records of the Columbia Heights Economic Development Authority.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 1st of December 2025

Offered by: Marlaine Szurek
Seconded by: Laurel Deneen
Roll Call: All ayes of present. MOTION PASSED.

_____
President

Attest:

_____
Secretary

RESOLUTION NO. 2025-30

A RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF COLUMBIA HEIGHTS, MINNESOTA, APPROVING THE FINANCIAL STATEMENTS FOR THE MONTH OF OCTOBER 2025 AND THE PAYMENT OF THE BILLS FOR THE MONTH OF OCTOBER 2025.

WHEREAS, the Columbia Heights Economic Development Authority (the "EDA") is required by

Minnesota Statutes Section 469.096, Subd. 9, to prepare a detailed financial statement which shows all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the EDA's credits and assets and its outstanding liabilities; and

WHEREAS, said Statute also requires the EDA to examine the statement and treasurer's vouchers or bills and if correct, to approve them by resolution and enter the resolution in its records; and

WHEREAS, the financial statements for the month of October 2025 have been reviewed by the EDA Commission; and

WHEREAS, the EDA has examined the financial statements and finds them to be acceptable as to both form and accuracy; and

WHEREAS, the EDA Commission has other means to verify the intent of Section 469.096, Subd. 9, including but not limited to Comprehensive Annual Financial Reports, Annual City approved Budgets, Audits and similar documentation; and

WHEREAS, financial statements are held by the City's Finance Department in a method outlined by the State of Minnesota's Records Retention Schedule,

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Columbia Heights Economic Development Authority that it has examined the referenced financial statements including the check history, and they are found to be correct, as to form and content; and

BE IT FURTHER RESOLVED the financial statements are acknowledged and received and the check history as presented in writing is approved for payment out of proper funds; and

BE IT FURTHER RESOLVED this resolution is made as part of the permanent records of the Columbia Heights Economic Development Authority.

ORDER OF ECONOMIC DEVELOPMENT AUTHORITY

Passed this 1st of December 2025

Offered by: Marlaine Szurek
Seconded by: Laurel Deneen
Roll Call: All ayes of present. MOTION PASSED.

_____
President

Attest:

_____
Secretary

BUSINESS ITEMS

5. EDA 2025 End of Year Review

Voight reported that staff have prepared 2025 year-in-review summaries of EDA programs and activities, as well as a recap of the focus areas identified in the EDA's February discussion of priorities and goals.

Façade Improvement Grant Program:

- **Applications:** 5 applications were received in 2025, and 4 were approved, for a total of $14,672 approved out of a total program budget of $80,000.
- **Disbursements:** 2 grants were disbursed, for a total of $7,524.
- **Pending:** 1 grantee has completed project improvements and is preparing financial documents for disbursement.
- In addition, 4 grantees from program year 2024 finished their project improvements and received their approved disbursements, totaling $17,036.

Fire Suppression Grant Program:

- **Applications**: 2 applications were received in 2025, and 2 were approved, for a total of $80,000 approved out of a total program budget of $100,000.
- **Disbursements:** 1 grant was disbursed, for a total of $30,000.

Home Energy Squad (in partnership with ICF and Xcel Energy): In 2025, through mid-November, the Home Energy Squad conducted 24 energy audits with an additional 7 audits scheduled through the end of December. This makes for a total of 31 visits in 2025. This year, Excel and ICF authorized 50%-off reduced price rates for all Columbia Heights audits without the need for a City rate buy-down. Since the EDA no longer needed to buy down the HES visits to achieve the reduced price, no City funds were expended toward the program in 2025.

Property Transactions:

- **Transfer:** 960 40th Ave NE transferred from the EDA to the City
- **Loan:** the EDA provided a $35,000 loan to cover the Twin Cities Habitat for Humanity construction financing gap for the new home at 4243 5th St NE
- **Purchase:** 4510 Taylor St NE (through Commercial Revitalization program)

Miscellaneous:

- Applied for and received $75,000 in grant funds for affordable housing from the Minnesota Housing (MHFA) Local Housing Trust Fund Grants Program.
- Approved Alatus' refinancing of the Ratio apartment project.
- Awarded local salon Hairatage the 2025 Outstanding Business of the Year Award, after 15 years – and counting – of business in Columbia Heights.
- Established ongoing funding for increased EDA and HRA levy funds.
- Created the Columbia Heights Naturally Occurring Affordable Housing (NOAH) Loan Program, scheduled to launch in January 2026.
- EDA Commissioners and City staff volunteered at a Habitat for Humanity work day at 4243 5th St NE.

- Applied for and received a St Paul Area Association of REALTORS (SPAAR) grant for $5,500, and used a portion of these funds to host an English-Spanish local homeownership resource night.
- Conducted 10 English-Spanish business outreach visits.
- Planted bee lawns on four EDA-owned parcels and installed signage explaining the bee lawn initiative.

Forney gave a recap from the 2025 EDA Goal Setting, with achievement updates:

1. **Central Ave**
    a. In alignment with City Council citywide goals for public art, develop and launch a Central Business District public art program.
    b. Facilitate placemaking along and near Central Avenue, taking into consideration existing program-based opportunities and upcoming MnDOT-led street redevelopment.
        i. *In 2025, the EDA amended the Façade Improvement Grant Program to allow businesses in the Central Business District to access up to $10,000 in façade grants, including for public alley-facing improvements.*
        ii. *In 2025, the City audited and replaced signage at the City's surface parking lot.*
        iii. *In 2025, the EDA planted bee lawns on three EDA-owned sites on Central Avenue.*
2. **Business**
    a. Create initiatives to increase the City's interactions with and promotion of the local business community.
        i. *In 2025, Community Development staff collaborated with the City's Multicultural Liaison to conduct 10 business outreach visits to local Spanish-speaking businesses.*
    b. Update City grant programs to ensure they provide beneficial and valuable support to businesses.
        i. *In 2025, the EDA amended its existing grant programs to increase the amounts available for businesses and to relax restrictions, thereby promoting more usage of the programs.*
2. **Neighborhood/Housing**
    a. Review, revise, and continue to administer the EDA's Commercial Revitalization Program to address substandard and non-conforming housing stock.
        i. *In 2025, the EDA revised the Commercial Revitalization Program to enable the Commission to target blighted and substandard single-family homes in residential districts as well as in commercial districts. Subsequently, the EDA purchased the blighted home at 4510 Taylor St and is preparing the site for residential redevelopment.*
    b. Establish and implement an allocation plan for the City's Affordable Housing Trust Fund.
        i. *In 2025, the EDA established a Naturally Occurring Affordable Housing Loan Program and allocated Local Housing Trust Fund resources to these loans, while also setting aside funds for larger-scale affordable housing redevelopment programs.*

ii. *In 2025, the City was awarded a $75,000 grant from Minnesota Housing for local affordable housing initiatives, to be administered through the Trust Fund.*

4. "Big Sites"

a. Advance redevelopment of EDA-owned properties.
b. Promote and champion opportunities for major local redevelopment sites.
   i. Marketing
   ii. Outreach to developers
   iii. Track progress in 2025
      1. *In 2025, the Medtronic / Lincoln Avenue Communities / 800 53rd Ave NE redevelopment project completed its comprehensive plan amendment and received base approval for its preliminary entitlements.*
      2. *In 2025, the City and the EDA conducted two loan modifications and pledged for the reissuance of bonds for the Rainbow / Alatus / 4300 Central Ave NE site.*
      3. *In 2025, the City provided a letter of support to Minnesota Housing for one of the developers pre-selected by Anoka County for redevelopment of the Royce Place / 1515 44th Ave NE site.*

Forney asked the Commission for input on how they would like to do the 2026 goal setting meeting.

Questions/Comments from Members:

James stated she sees progress on the four goals, but there is still work to be done on them. She added that she would like to focus on the four goals and refine the subpoints.

Buesgens suggested tweaking the façade program. She mentioned that she is reading the City's Downtown Master Plan from 25 years ago, and many of the dreams in it did not come to be. She wondered how the City could incentivize businesses to make their places look pretty. She explained that the City could do a competition for businesses to update their storefronts and offer cash prizes.

Márquez-Simula agreed with James's comments about keeping the four goals and refining them.

Buesgens wondered if the goals could be displayed as a list and checked off as the EDA accomplishes goals.

6. 4300 Central Site Plan Discussion

Forney reported that as the City continues to partner with the residential developer Alatus on the redevelopment of the 4300 Central site, staff and the developer are preparing for the next phase of the project heading into 2026. With the grocery store no longer being pursued, Alatus is meeting with the EDA to review revised site plan concepts and discuss potential future uses and design options for the property.

Forney stated Alatus is presenting the updated site plan concepts to the Economic Development Authority (EDA) at its December 1st meeting. The intent of this presentation is to gather feedback from the EDA on the proposed layout and development direction as the project continues to evolve.

Forney noted that as part of the development process, the City will need to amend its 2040 Comprehensive Plan to update the vision for the 4300 Central Ave lot. The Comprehensive Plan currently designates the land use for this lot as Commercial, with Parks/Open Space use assigned to the portion with stormwater retention. The commercial designation does not allow for any residential use and limits the floor area ratio (FAR) to 2.0. The final concept plan will determine the new land use designation, as well as whether a text amendment will also be needed. A Comprehensive Plan amendment will take 6 to 8 months to complete. Before submitting the amendment for approval by the Met Council, the amendment must be made available to the adjacent and affected community for review for 60 days, the mandatory environmental review must be complete, and the City Council must approve the amendment. Once the amendment is submitted, the Met Council will have 60 days to review and ask for changes. The amendment must be approved before any plans can be approved for the development of the site.

Tony Kuechle, President of Alatus LLC, explained that they are revisiting the site plan for 4300 Central Avenue due to circumstances like the Central Avenue update. He explained that they did a traffic study for the site and discovered that they would need to incorporate a traffic light. He added that MnDOT has granted them a right-in and right-out entry into the site and is starting to plan with it. He noted that there is an opportunity to build the foundation further back and move the wall. Alatus is exploring with City staff the opportunity to enhance the streetscape or the development itself.

Mr. Kuechle noted that they have broken the site into a super block, a half block, and a quarter block. That way, they can move elements of the site around to adequately develop the site density, and the site uses can be shifted to make sense. Alatus is working with the watershed to find a creative way to handle the pond. MnDOT is stepping in to help find a solution and contribute money to help with that solution.

Mr. Kuechle mentioned that the traffic study revealed that there is greater traffic along 44th Avenue than along 43rd Avenue. They decided to move commercial businesses up to 44th Avenue to help with the commercial development.

Questions/Comments from Members:

Buesgens asked if Ace Hardware pulled out of the plan. Mr. Kuechle replied that they did and added that the fitness center also pulled out. He explained that City staff are emphasizing having more destination-oriented retail that could be put into the site.

James asked how the grading would work on the site and where the front door access would be in relation to Central Avenue. Mr. Kuechle replied that they have not set the final grades yet. There

may be a couple of steps up or down, but it would allow two levels of parking beneath the building. James emphasized the importance of there being a lot of front door access on Central Avenue.

Buesgens mentioned that a senior co-op would be an interesting concept.

Szurek asked how the development would have a drop in depth and also have an on-grade street that turns onto Central. Buesgens mentioned that they would fill it in eventually. Mr. Kuechle explained the process of how they would fill the area with soil, which could create an opportunity for full-size trees, a plaza, and fountains.

Szurek asked if the parking would be below the building. Mr. Kuechle replied that it would be. Chirpich added that the right-in and right-out access is a ramp.

James asked what Alatus' timeline is for funding and building. Mr. Kuechle replied that they would not be able to secure funding until they had entitlements for a project. They would get going on the Comprehensive Plan, PUD approvals, and an EAW. It will be eight to nine months of real estate work to get the project financed and ready for construction.

Deneen asked if there was interest in the future development of the townhomes or daycares. She asked what the timelines for them would be. Mr. Kuechle replied that the next timeline they would focus on is what would happen with the pond and watershed. He added that they set the future development up to be rental townhomes, for-sale townhomes, or single-family homes. It will be low to medium density.

Szurek pointed out that there is not a lot of retail proposed in the development. She noted that the Met Council would be asking the City how it would distribute retail in the City. Mr. Kuechle replied that he has not seen the Met Council give an allocation for retention of retail, as they have with housing.

James asked if the commercial space for the development would be the daycare. Mr. Kuechle replied that he did not know, but it was a proposed idea. He added that a medical office could go into the development. The main commercial that is going into developments right now is car washes, fast food, and mini storage.

Spriggs asked if there was potential for businesses in the future to come in. Mr. Kuechle replied that potentially there would be room for future businesses. The biggest challenge would be the grading since retail stores want to have a storefront with easy-to-access parking. He mentioned that they could assess if there is interest in retail stores after developing a portion of the site.

Márquez-Simula asked if residents would be charged for parking. Mr. Kuechle replied that they usually charge for parking or include it in the rent. Márquez-Simula asked that the parking be included in the rent.

Deneen mentioned that the density was lower than the original proposal and asked staff how they felt about the numbers for the tax base. Chirpich replied that the biggest frustration is the

difficulties in developing commercial sites. The City is a financial partner to the project. He explained that staff are most stressed about the loss of the commercial tax base for the site. They are currently at a density that the community is more comfortable with. They are trying to solve for having the residential tax base make up for what the commercial tax base would have been. He explained that the City has to go through the amendment process with the Met Council because the City was anticipating that the site would be much more commercial instead of residential.

Mr. Kuechle explained that after the first building is built, they may see more commercial activity since there will be more units in the area. Forney mentioned that the City retains more taxes from the projects than if they had 4d tax classification. He added that since the project will start with building one section, it provides flexibility for the opportunity for a commercial building to come in later. It also provides flexibility to move the parcels around.

Buesgens mentioned that it would be a nice feature to have a dry, green turf area for people to enjoy. She asked if Alatus was planning on reusing some of the water on the site with a fountain. Mr. Kuechle replied that he is not that far in the planning with the watershed district, but he has done that on previous sites.

Buesgens asked Mr. Kuechle if he would consider doing a survey for Ratio residents on where they shop and eat to determine what amenities they are using in the City.

Márquez-Simula asked if there could be a discussion about having a municipal grocery store on the site. She added that the super block on the site could be more rectangular, going towards the back.

James asked if Mr. Kuechle needed anything else from the EDA. Mr. Kuechle replied that he got the input he needed and summarized that they would move forward with the modular approach. He added that they would develop the plan further and come back to the EDA and have a work session. James asked the EDA if they agreed with the modular approach. The EDA agreed.

Spriggs asked if the daycare was a proposal or if it was definitely going to happen. Mr. Kuechle explained that City staff came up with the idea, and he brought the idea to his brokers and discovered that there is a hole in the market for a nationally branded daycare.

BUSINESS ITEMS

a. Heights Rental Sale

Forney explained that Heights Rental approached the City and acknowledged the first right of first refusal to their upcoming sale, and wondered if the EDA was interested. They have identified some partners that might want to purchase the property. He asked the EDA if they wanted to execute on their right of first refusal, or if they wanted to consider not acknowledging and letting Heights Rental move forward with the sale without interfering. He wondered if the EDA would want to lock down the right of first refusal in the future. Staff do not identify a huge use for the Heights Rental location other than being a rental service business at this time. He asked the EDA if they wanted the parcel.

Spriggs asked if the use would be the same after the sale. Forney confirmed that it would be a

rental service business.

James asked if there was a cost to the City to retain the right of first refusal. Forney replied that it is just attorney costs. Staff would recommend retaining the right of first refusal so the City would have the ability to purchase the parcel in the future. James stated she would not want to purchase the parcel right now. Márquez-Simula added that it would be interesting to keep it for the future. James stated that if it is not ridiculously expensive to retain the right of first refusal for future purchase, it would be interesting to look into it.

b. Columbia Heights – Fridley Business Council Meeting
Voight stated that the Twin Cities North Chamber of Commerce is having their quarterly Business Council meeting this Friday from 8:00 am to 9:00 am at City Hall. She asked what EDA members were going to attend and added that she would post a quorum notice.

Márquez-Simula mentioned that businesses are not shoveling the sidewalks and wondered if there could be communication to businesses to remind them of business district guidelines. Forney replied that he drove around the City, and the City will be sending out letters to businesses that are not in compliance. He added that the City has an abatement contractor.

Buesgens asked if there was an update on the Fairview auction. Forney explained that since the last EDA meeting, the Fairview building had gone up for auction. Staff kept a close eye on it and received a number of calls. There are no updates on how much the building sold for. There were some home healthcare businesses that would not be able to go in, but expressed interest in the site. An antique mall was interested. He noted that they will have to wait and see.

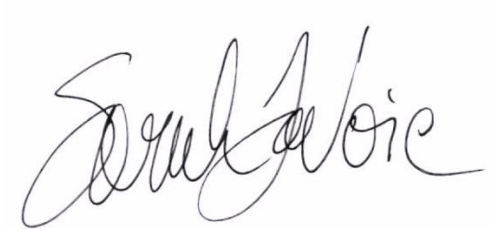
Spriggs asked if Rapid Graphics was for sale. Forney replied that it is not for sale, and the City has had difficulty in getting in touch with the owners.

Buesgens asked if there had been a discussion about finding owners of vacant properties that are letting vacant buildings sit. James replied that they had discussed that, and many commissioners were interested in doing that since there are owners leaving properties vacant. She added that it would be a good thing for the EDA to look at. Voight mentioned that all of these could be good topics for goal setting.

ADJOURNMENT

Motion by Deneen, seconded by Spriggs, to adjourn the meeting at 5:59 pm. All ayes. MOTION PASSED.

Respectfully submitted,



_____

Sarah LaVoie, Recording Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12, 2025

ITEM:	**Approval of Resolution 2025-01, Designating Official Depositories for the City of Columbia Heights.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Finance	**BY/DATE:** Andrew Splinter / January 7,2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	X Resilient and Prosperous Economy
_Safe, Accessible and Built for Everyone	_Inclusive and Connected Community

BACKGROUND
Each year the council designates by resolution the depositories for city funds and investments. The attached resolution follows the general format of the resolution passed in previous years.

SUMMARY OF CURRENT STATUS
The City's general banking transactions are conducted through Northeast Bank.

Under this resolution, all investments must be of the type authorized by Minnesota Statute 118A.

STAFF RECOMMENDATION
It is staff's recommendation that we maintain existing banking relationships as they meet the City's current needs and, in combination, they provide capacity for addressing the City's evolving needs for electronic banking services.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-01, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-01, designating the official depositories for the City of Columbia Heights.

ATTACHMENT(S)
Resolution 2026-01

RESOLUTION NO. 2026-001

A resolution of the City Council for the City of Columbia Heights, Minnesota, designating official depositories for the City of Columbia Heights.

Now, therefore, in accordance with all ordinances and regulations of the City of Columbia Heights, the City Council of the City of Columbia Heights makes the following:

ORDER OF COUNCIL

IT IS HEREBY RESOLVED, that Northeast Bank is hereby designated as depository of the funds of this corporation.

IT IS FURTHER RESOLVED, that checks, drafts, or other withdrawal orders issued against the funds of this corporation on deposit with said banks shall be signed by the following:

Mayor
City Manager
Finance Director

and that said banks are hereby fully authorized to pay and charge to the account of this corporation any checks, drafts, or other withdrawal orders.

BE IT FURTHER RESOLVED, that Northeast Bank is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in this corporation's name, including those drawn to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the facsimile signatures of the following:

Mayor
City Manager
Finance Director

and that Northeast Bank shall be entitled to honor and to charge this corporation for all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resemble the facsimile specimens duly certified to or filed with the Banks by the Finance Director or other officer of his corporation.

BE IT FURTHER RESOLVED, that the Finance Director or their designee shall be authorized to make electronic funds transfers in lieu of issuing paper checks, subject to the controls required by Minnesota Statute 471.38 and by the City of Columbia Heights' financial policies.

BE IT FURTHER RESOLVED, that any and all resolutions heretofore adopted by the City Council of the City of Columbia Heights and certified to as governing the operation of this corporation's account(s) with it, be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing part of this resolution.

BE IT FURTHER RESOLVED, that all transactions, if any, relating to deposits, withdrawals, re-discounts and borrowings by or on behalf of this corporation with said banks prior to the adoption of this resolution be, and the same hereby are, in all things ratified, approved and confirmed.

BE IT FURTHER RESOLVED, that any bank designated above as a depository, may be used as a depository for investment purposes, so long as the investments comply with authorized investments as set forth in Minnesota Statutes 118A.

BE IT FURTHER RESOLVED, that Bank of New York Mellon DBA Pershing Advisor Solutions LLC is used as a depository for investment purposes so long as the investments comply with the authorized investments as set forth in Minnesota Statutes.

Passed this 12th day of January, 2026

Offered by:
Seconded by:
Roll Call:

_____
Amáda Márquez Simula, Mayor

Attest:

_____
Sara Ion, City Clerk/Council Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12, 2026

ITEM:	**Approval of Resolution 2025-02, Accepting Certain Donations Received by the City of Columbia Heights.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Finance	**BY/DATE:** Andrew Splinter, January 7, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	X Resilient and Prosperous Economy
_Safe, Accessible and Built for Everyone	_Inclusive and Connected Community

BACKGROUND

Annually, staff compile in resolution format a list of private donations received by the City and submits these for formal acceptance by the City Council. The main intent of this is to comply with Minnesota Statute 465.03 Gifts to Municipalities. That statute provides that municipalities can accept donations subject to donor terms, if the acceptance is by a resolution approved by at least two-thirds of the City Council.

It should be noted that this statute prohibits accepting donations with religious or sectarian purposes.

SUMMARY OF CURRENT STATUS

The resolution contains a list of donations received by the City during the prior year.

STAFF RECOMMENDATION

Staff recommend that the City Council accept the donations as outlined in the attached resolution.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-02, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-02, accepting donations received by the City of Columbia Heights.

ATTACHMENT(S)

Resolution 2026-02

RESOLUTION NO. 2026-002

A resolution of the City Council for the City of Columbia Heights, Minnesota, to accept certain donations received by the City of Columbia Heights.

During the year ended December 31, 2025 City of Columbia Heights has received the following donations:

01/22/2025	Columbia Heights Athletic Boosters	881	$ 3,500.00	Charitable Gambling Funds
03/31/2025	Kiwanis Club Fridley	881	500.00	Fitness Court Donation
04/23/2025	Columbia Heights Boosters Club	881	3,500.00	Rec Donation
04/23/2025	Columbia Heights Boosters	881	500.00	Fitness Court Contribution
04/23/2025	Columbia Heights Athletic Boosters	881	3,500.00	Rec Donation
04/23/2025	Fridley Heights Rotary	881	250.00	Fitness Court Contribution
06/03/2025	Columbia Heights Athletic Boosters	881	3,500.00	Rec Donation
06/24/2025	Linnea Hackett	881	300.00	Rec Donation - Aarp Tax Prep Facility
09/04/2025	Columbia Heights Athletic Boosters	881	5,000.00	Recreation Donation
10/27/2025	Columbia Heights Athletic Boosters	881	5,000.00	Recreation Donation
01/15/2025	Columbia Heights Vfw Post #230	883	724.00	Fire Department Equipment
01/16/2025	Northeast Bank	883	1,500.00	Music In The Parks Event Sponsorship
02/26/2025	Columbia Heights Athletic Boosters	881	5,000.00	Recreation Donation
03/17/2025	Library Patrons	883	210.00	Public Library
03/18/2025	Better Health Collective	883	5,600.00	2025 Wellness Grant
04/23/2025	Anoka County	883	1,613.00	Bike Racks-Mn Moves
05/09/2025	Magnifi Financial	883	500.00	Art And Info Fair
05/12/2025	Library Patrons	883	20.00	Public Library
05/21/2025	Columbia Heights Vfw Post #230	883	1,200.00	Fire Department Equipment
05/23/2025	Magnifi Financial	883	1,500.00	Movie In The Park Contribution
06/02/2025	Oak Grove Fire Dept	883	200.00	Honor Guard Donation
06/02/2025	Wickstrom, Diana	883	100.00	Donation To Fire Dept
08/12/2025	Magnifi Financial	883	1,500.00	Truck Or Treat 2025
08/18/2025	Library Patrons	883	0.10	Public Library
08/22/2025	Rasmussen Northeast Bank Foundation	883	1,000.00	Public Library
09/05/2025	Hoefler Realty Inc	883	3,500.00	Donation To Fire Dept
09/22/2025	Columbia Heights Athletic Boosters	881	5,000.00	Recreation Donation
11/17/2025	Columbia Heights Public Library	883	29,086.00	Library Parking Lot Grant Installment 2
12/01/2025	Library Patrons	883	2.15	Public Library
			$ 83,805.25	

Now, therefore, in accordance with the foregoing, and all ordinances and regulations of the City of Columbia Heights, the City Council of the City of Columbia Heights makes the following:

ORDER OF COUNCIL

BE IT HEREBY RESOLVED by the City Council of the City of Columbia Heights, which the City of Columbia Heights accepts these donations, subject to the donor-prescribed terms listed.

Passed this 12th day of January, 2026

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Adopt Resolution 2026-03, Designating City Council Liaisons and Council President Appointments for 2026.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Administration	**BY/DATE:** Sara Ion / January 7, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	X Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	_Resilient and Prosperous Economy
_Safe, Accessible and Built for Everyone	X Inclusive and Connected Community

BACKGROUND

Annually the Council appoints liaisons to City Boards & Commissions as well as assigning delegates to External Boards. City Boards and Commissions include Library Board, Park & Recreation Commission, Planning Commission, Charter Commission, and the Sustainability Commission. Additionally, a Council President is chosen.

External Boards include The League of Minnesota Cities, Metro Cities, Mississippi Water Management Organization, Rice Creek Watershed Advisory Board, Columbia Heights School District, The Anoka County Joint Law Enforcement Council and Anoka County Fire Protection Council.

The City Council discussed appointments at the January 6, 2025, Work Session and directed City Staff to draft the attached resolution.

SUMMARY OF CURRENT STATUS

The City Council discussed appointments at the January 5, 2026, Work Session and directed City Staff to draft the attached resolution.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-03, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-03, appointing a Council President as well as Liaisons to City Boards & Commissions and External Boards.

ATTACHMENT(S)

Resolution 2026-003

RESOLUTION NO. 2026-003

A RESOLUTION APPROVING COUNCIL LIAISONS AND STAFF ASSIGNMENTS TO CITY BOARDS & COMMISSIONS AND EXTERNAL BOARDS

Annually the Council appoints liaisons to City Boards & Commissions as well as assigning delegates to External Boards, and the City council met in a work session on January 5, 2026 to discuss the appointments,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Columbia Heights, to approve the following appointments:

City Boards and Commissions:

Council President	Councilmember James
Library Board	Councilmember Deneen
Park & Recreation Commission	Councilmember Buesgens
Planning Commission	Councilmember James
Charter Commission	Councilmember Spriggs
Sustainability Commission	Mayor Márquez Simula

External Boards:

Columbia Heights School Board	Delegate	Councilmember Deneen
The League of Minnesota Cities	Delegate	Councilmember Buesgens
Metro Cities	Delegate	Councilmember James
Mississippi Water Management Organization	Delegate	Councilmember Buesgens
Rice Creek Watershed Advisory Board	Delegate	Mayor Márquez Simula
The Anoka County Joint Law Enforcement Council	Delegate	Mayor Márquez Simula

Anoka County Fire Protection Council	Delegate	Councilmember James
Columbia Heights Fire Association	Delegate	Councilmember Buesgens
Multicultural Advisory Committee	Delegate	Councilmember Spriggs

Passed this 12th day of January 2026

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Adopt Resolution 2026-04, Approving the Council Handbook for 2026.**
Presenting Item: Aaron Chirpich, City Manager	
DEPARTMENT: Administration	**BY/DATE:** Sara Ion / January 7, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	X Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	_Resilient and Prosperous Economy
_Safe, Accessible and Built for Everyone	X Inclusive and Connected Community

BACKGROUND

The City Council Handbook is reviewed and updated annually and serves as a resource to City Officials to provide information about opportunities and topics related to their role as elected officials as well as general local government operations.

SUMMARY OF CURRENT STATUS

At the January 5, 2026, City Council Work Session, the Council reviewed the draft 2026 City Council Handbook and directed staff to complete a resolution approving the handbook as presented incorporating updates related to the leadership team and correcting any concerns with formatting and grammatical errors.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-04, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-04, approving the 2026 City of Columbia Heights City Council Handbook.

ATTACHMENT(S)

2026 Draft Council Handbook
Resolution 2026-04

City Council Handbook

TABLE OF CONTENTS

CHAPTER 1: OVERVIEW AND RESOURCES **3**
Introduction 3
Resources 3

CHAPTER 2: FORM OF GOVERNMENT **5**
Council-Manager Plan 5
Mayor and City Council 6
Sources of City Authority 6

CHAPTER 3: CITY COUNCIL **7**
Council Roles 7

CHAPTER 4: CITY MANAGER **8**
City Manager's Role 8
Communication 9
Professional Associations 9
City Council Evaluation 10

CHAPTER 5: CITY STRUCTURE **10**
Restrictions on Staff Political Involvement 10
City Departments 10

CHAPTER 6: SUPPORT, TECHNOLOGY, AND LEGAL COUNSEL **11**
Support 11
Technology 12
Legal Counsel 12

CHAPTER 7: COMPENSATION **13**
City Council Compensation 13
Payroll Information 14

CHAPTER 8: TRAINING AND TRAVEL POLICY FOR CITY COUNCIL, CITY BOARDS AND COMMISSIONS **15**
Training Budget 15
Travel Information/Policies 15

CHAPTER 9: COMMUNICATIONS AND MEDIA RELATIONS **16**
Communications 16
Communication Tips for E-Mail and Social Media 18
Media Relations 19

CHAPTER 10: CITY COUNCIL MEETINGS **20**
General 20
Types of Meetings 20

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COLUMBIA HEIGHTS

CHAPTER 11: ADVISORY BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES 23
Representation by City Council Members 23
Appointment to and Attendance at Boards, Commissions, Committees, and Task Forces 24
Staff Relationship to Advisory Bodies 24
Committees and Commissions by Ordinance 24
Commissions Created by Statute 26

CHAPTER 12: OPEN MEETING LAW AND DATA PRACTICES 26
Open Meeting Law 26
Minnesota's Data Practices Act 27

CHAPTER 13: CODE OF CONDUCT 29
Conflict of Interest 31
Incompatible Offices 31
Gifts 31
Liabilities 32
Ethical Leadership 32

CHAPTER 14: RULES TO GOVERN BY 33
Land Use Laws 33
Public Improvements 33
Licenses and Permits 34

CHAPTER 15: FINANCIAL ASPECTS 34
Budget and Tax Levy 34
Financial Statement 35

CHAPTER 16: STANDARDS OF APPEARANCE 35

CHAPTER 17: LEAVING OFFICE AND VACANCIES 36
Leaving Office 36
Vacancies 36

APPENDIX I 36
Agenda and Meeting Procedures 36
Voting 39
Protocol and Rules of Decorum 39

APPENDIX II 41
Index of Commonly Used Terms 41

APPENDIX III 50
Tips for Successful Public Service 50

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CHAPTER 1: OVERVIEW AND RESOURCES

INTRODUCTION

Welcome to the exciting position as an elected official of the Columbia Heights City Council. You will find that a leadership position in municipal government can be both rewarding and challenging. This handbook has been created to assist in your transition to this position. It will provide an overview of Columbia Heights and its government, as well as your primary responsibilities, and how elected and appointed officials, with the assistance of staff, can work together in the most efficient and effective way to best serve the Columbia Heights community.

The City Council handbook is offered as a resource to City officials to provide information about the opportunities and topics related to their role and to local government. In addition to information found in this handbook, council members are encouraged to work with the city manager for additional guidance and input. City Manager Aaron Chirpich can be reached at achirpich@columbiaheightsmn.gov or 763-706-3609.

RESOURCES

The following publications are available online or in the Administration Department.

League of Minnesota Cities (LMC)
www.lmc.org
The League of Minnesota Cities provides information, education and training to elected officials and staff. LMC has an annual conference that provides an opportunity to connect with other member cities to learn how they have handled opportunities and issues. Throughout the year, the LMC provides legislative updates on the upcoming session and the implications of any new legislation. They hold a risk management seminar every year and other seminars and sessions as needed. If resources exist and personal schedules allow, council members are encouraged to attend LMC's local, state and national conferences.

League of Minnesota Cities Handbook for Minnesota Cities
http://www.lmc.org/page/1/handbook-for-mn-cities.jsp
The League of Minnesota Cities (LMC) assists cities by lobbying, providing training and serving as a resource for cities. The LMC handbook provides information about council member roles and responsibilities, laws regulating council action and special council requirements.

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Columbia Heights City Charter
https://www.columbiaheightsmn.gov/government/city_charter.php
Columbia Heights is a charter city, as authorized by Minnesota Statutes Chapter 410 (available online at https://www.revisor.mn.gov/statutes/?id=410). Columbia Heights' City Charter is the City's constitution approved by citizens that establishes the City's form of government. Columbia Heights is organized in the council-manager form (see chapter 2 of this handbook). Through charters, citizens design their city's form of government. The Charter Commission is responsible for maintaining a responsive and efficient charter. The Chief Judge of District Court appoints Charter Commission members, who meet periodically to review the city charter, discuss issues affecting the charter and makes recommendations for changes to the City Council and the public.

Columbia Heights City Code
http://www.columbiaheightsmn.gov/government/city_code.php
The city code is a collection of ordinances that establishes the City's laws and regulations. Examples of topics covered within the city code include, but are not limited to: administration, city organization, city management, roles of officers and administrative departments, mayor and council member salaries, council meeting procedures, roles and responsibilities of various committees within the city organization, licensing requirements and regulations, public safety, planning and zoning, and city financing.

City of Columbia Heights Personnel Policy
Personnel Policy
The personnel policy provides general city information and policies for employees.

Columbia Heights Intranet (HeightsNet)
https://colhgts.sharepoint.com/
Columbia Heights' intranet provides a variety of helpful information, resources and forms (such as reimbursement forms).

Minnesota State Law
https://www.revisor.mn.gov/
Minnesota state law establishes many rules and regulations for Minnesota cities.

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Metro Cities
http://www.metrocitiesmn.org/
Metro Cities serves as a voice for metropolitan cities at the Legislature and Metropolitan Council, to influence state legislation affecting metro area cities, and regional policies that accommodate the needs of metro area cities. Metro Cities lobbies and monitors the Metropolitan Council, and represents cities before the Legislature and Executive Branch.

National League of Cities (NLC)
http://nlc.org/
The National League of Cities advocates and promotes cities and towns, provides programs and services, keeps leaders informed of critical issues, strengthens leadership skills by offering numerous training and education programs, recognizes municipal achievements, partners with state leagues and provides opportunities for involvement and networking. This organization has an annual conference (in Washington D.C. in the spring and a fall conference in various locations) that focuses on lobbying and federal issues that impact cities and information about national policies.

Other
A number of professional associations and private firms provide training on a variety of City-related topics. More information is available from the city manager who can be contacted at 763-706-3609 or achirpich@columbiaheightsmn.gov.

CHAPTER 2: FORM OF GOVERNMENT

COUNCIL-MANAGER PLAN

Columbia Heights' City Charter establishes the council-manager plan as the City's form of government. The form of city government became popular at the turn of the century as part of the movement to reform and remove corruption from city organizations.

The council-manager plan combines the political leadership of elected officials with the managerial experience of an appointed official. The council is the policy making and legislative body; and the city manager is responsible for administration of the City.

Discretionary powers of the City are vested in and executed by the City Council and are subject to initiatives, referendums and recall powers of the people. The City Council oversees City administration, but exercises power through the city manager. The city manager is responsible for day-to-day city operations and is directly responsible to the City Council.

Additional information about other forms of city structure can be found on the LMC website.

MAYOR AND CITY COUNCIL

The City Council is composed of a mayor and four council members. All of the council seats are at-large (citywide) seats. The mayor and all council members represent all members of the community equally, not any specific ward or district.

Council Member Terms

All council member terms are four years. Terms are staggered so only two council members are on the ballot at one time. The mayor term is two years. The mayor seat is on the ballot during each general election. Terms expire on the first Monday in January after the November election. The number of terms a council member may be elected to serve is unlimited.

Candidates may file for election or re-election in the even numbered years (i.e. 2026, 2028).

SOURCES OF CITY AUTHORITY

The U.S. Constitution does not mention cities. However, cities are influenced by the federal government indirectly through state governments and directly through participation in federal funding programs.

The Minnesota State Constitution authorizes the Minnesota legislature to provide for the "creation, organization, administration, consolidation, division and dissolution of local government units and their functions, for the change of boundaries thereof" (Minnesota constitution article XII, section 3, available online at https://www.revisor.leg.state.mn.us/constitution/). The legislature provides general formation of cities; more specific details are included in the city charter and code. Additional City powers may be broadened or restricted by state statute. The legislature does provide cities some discretion over policy areas as long as they are consistent with state statutes.

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CHAPTER 3: CITY COUNCIL

The City Council includes the mayor and four council members. Each must be eligible to vote in Minnesota, registered to vote in the City and a resident of the City. Council members must live within the City limits when elected and continue to reside here during their full term. Each person on the council, including the mayor, has one vote.

COUNCIL ROLES

Mayor

The mayor serves as the presiding officer of the council. The mayor is recognized as the head of City government for ceremonial purposes (examples: open houses, ribbon cuttings, citizen certificate presentations), by the courts for purposes of serving civil processes, and by the governor for purposes of the military law. If the mayor cannot participate at a meeting, or is otherwise unavailable, the president pro tempore assumes all the mayor's duties. The mayor also directs the Police Department as established by the City's charter.

Council President

The council president is designated annually by a majority vote of the council. The council president acts as the presiding officer over meetings in which the mayor is unable to participate and assumes all other roles of the mayor in their absence.

City Council

All City powers are vested in the City Council, except as otherwise specified by law or the Columbia Heights City Charter. The council ensures all obligations and duties imposed on the City by law are implemented. Since the City Council exercises its authority or takes action as one body, individual council members cannot act on behalf of the City.

The City Council is also the organization's legislative body. Council members approve the tax rate, adopt the budget, and set the City's vision. The council provides leadership for the community by identifying issues or opportunities and then implementing goals and strategies to solve issues. Council members focus on City policies, the City vision, ordinances, and intergovernmental affairs. Some examples include land use development, comprehensive planning, capital improvement projects, and strategic planning. The City Council gives the city manager the authority to implement policy through direction of operations and execution of strategic plans.

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The city manager is responsible for the City's administrative duties. and Council members should communicate directly with the city manager regarding items related to city employees, inquiries, or other city topics. City staff execute council policies and directives given to them by the city manager and provide information to keep the council informed. The city manager and department directors provide staff direction and guidance through the chain of command.

Stay informed and involved

A key to success is to know the roles of the City Council and city staff. Council members receive a lot of information from a variety of sources. To be better prepared, it is recommended that council members learn about current issues, past issues, legislation and any other information which can be helpful to them. Opportunities to learn about the council and City include, but are not limited to:

- Attending council meetings.
- Watching council meetings available via links on the City's website.
- Participate in city functions and events outside of regular city council meetings and work sessions.
- Talk with the city manager who can direct you to department heads as needed.

CHAPTER 4: CITY MANAGER

CITY MANAGER'S ROLE

The city manager serves the council and community as the chief administrative officer of the City and brings local government projects and programs to citizens on the council's behalf. The city manager prepares the budget, recruits, hires, and supervises department directors, and is the council's chief advisor. Citizens and council members rely on the city manager to provide unbiased and objective information while presenting both sides of an issue and information about long-term consequences.

The city manager is appointed by the City Council and directs all city staff. See Columbia Heights' City Charter chapter 6, section 53 for the powers and duties of the city manager.

Since the city manager is the staff member hired by the council, it is important that requests for information or community issues be brought directly to the city manager. The city manager is in the best position to provide a response because many issues involve multiple departments, or work may already be in progress.

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If a council member wishes to influence actions, decisions, recommendations, workloads, work schedules, or staff priorities, that member must work with other council members to do so as a matter of council policy. The full city council retains the authority to accept, reject, or amend staff recommendations on policy matters.

COMMUNICATION

The need for regular communication between the city manager and council is essential to maintain open communication within the organization. The council establishes policy and programs, and the city manager executes council actions. The city manager keeps the council informed and is sensitive to council issues. Similarly, council members need to keep the city manager up to date on constituent concerns and future issues.

The city manager provides information between council and city staff. The city manager is responsible for communicating the city's position about policy matters to outside agencies on the council's behalf. Sharing timely information with the council is one of the city manager's highest priorities. The city manager:

- Ensures council members receive copies of correspondence that will assist them in policy-making.
- Provides other documents to the council on a regular basis, such as monthly or bi-monthly status reports, executive summaries and other information vital to the council member's position.
- Holds work sessions and study sessions to provide detailed presentations about beneficial information.
- Schedules council/staff meetings to focus on topics and enhance information exchange.
- Encourages presiding council member (either mayor or president pro tempore) to meet with the city manager prior to the council meeting to review agenda items.
- Has an open-door policy so individual council members can meet with the city manager on an impromptu and one-on-one basis.

PROFESSIONAL ASSOCIATIONS

Like many other city managers, Columbia Heights' city manager belongs to the International City/County Management Association (ICMA), a professional and educational association for city administrative officers that was founded in 1914. ICMA's mission: "to strengthen the quality of local government through professional management." The city manager is subject to ICMA's professional code of ethics and the 12 ethical principles of personal and professional conduct.

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CITY COUNCIL EVALUATION

The full city council conducts the city manager's review annually during a closed city council meeting and provides a summary report to the public during the next city council meeting. This evaluation helps ensure city goals are achieved and provides direction and guidance to the city manager. The city manager may be evaluated regarding city council relationships, public relations, effective leadership of staff, fiscal management, communications, personal traits, and intergovernmental affairs.

All city council questions or comments should be directed to the city manager at 763-706-3609 or achirpich@columbiaheightsmn.gov.

CHAPTER 5: CITY STRUCTURE

RESTRICTIONS ON STAFF POLITICAL INVOLVEMENT

The City of Columbia Heights is a nonpartisan local government. Professional staff formulates recommendations in compliance with council policy and are not influenced by political factors for the good of the organization and the community as a whole.

CITY DEPARTMENTS

The city manager is responsible for the day-to-day management of the City and supervises the organization through division directors. There are eight city departments:

Administration

As city manager, Aaron Chirpich acts as the director of the administration department. This department is responsible for providing citywide human resources and labor relations services as well as cable television franchise administration, legal services oversight, elections administration, data practices management, records retention oversight, City communications, and city council support services.

Community Development

Mitchell Forney is the community development director. This department consists of building inspections, planning, zoning, economic development, and business licensing.

Finance

Joseph Kloiber is the finance director. This department is responsible for the City's finances, accounting, payroll, insurance, and liquor operations.

Information Technology

Jesse Hauf is the information technology director. This department is responsible for managing and supporting the City's technology infrastructure and data security.

Fire
Dan O'Brien is the fire chief. This department is responsible for providing fire protection, emergency medical assistance, fire safety, and education, as well as inspections and property maintenance enforcement.

Library
Renee Dougherty is the library director. The library provides free access to informational and recreational materials, technology resources, and educational programming.

Police
Matt Markham is the police chief. This department is responsible for public protection, programs to prevent crimes, and community-oriented policing.

Public Works
~~Kevin Hansen~~David Cullen is the public works director ~~/ city engineer~~. This department is comprised of Streets, Parks, and Utilities. Public Works also oversees citywide refuse management.

Engineering and Facilities
Rochelle Widmer is the engineering and facilities director. This department provides services for public improvement projects and ~~provides~~ facility maintenance for all city buildings and grounds.

Recreation
Keith Windschitl is the recreation director. The Recreation Department is responsible for providing recreation and senior citizen programming in the city.

CHAPTER 6: SUPPORT, TECHNOLOGY, AND LEGAL COUNSEL

SUPPORT

Staff Support
Staff support is provided in response to requests from the City Council as a whole. Requests for information, service-related needs, or policy positions should be considered as an item for the City Council meeting agenda. Staff will complete work within an established timeline of the Council when directed by Council action, supervised by the city manager. To request support, contact the city manager at 763-706-3609 or achirpich@columbiaheightsmn.gov.

Mailboxes
Council members receive conference materials, mail other correspondence during meetings and in their mailboxes at City Hall.

Meeting Materials
The ~~draft~~ City Council meeting agenda and packet is delivered via e-mail on the Thursday~~Wednesday~~ prior to the meeting. ~~The final City Council meeting agenda and full packet is delivered to City Council members via e-mail on the Friday prior to the meeting.~~

TECHNOLOGY

To enhance council members' service to the community and their ability to communicate with staff and the public, the City provides meeting facilities and office equipment for City business. The City provides technological equipment with necessary software, internet, and e-mail capabilities. Use of personal computer equipment may make its contents subject to public disclosure and review. Please contact the City Manager if you have any questions or concerns relating to technology.

Use of technology such as computer, internet and e-mail, cell phones, desktop phones, iPads and digital equipment must be done with integrity and be able to withstand public scrutiny. Refer to the Information Security Policy on the intranet for details.

Public Record
City emails involving council members and members of advisory boards and commissions are public records (with very few exceptions as stated by the Minnesota Data Practices Act. A helpful resource is available through the League of Minnesota Cities: http://www.lmc.org/media/document/1/datapractices.pdf.

Public Information
Email or text messages not considered public record may still be public information. Those interested in copies of these items must file a public disclosure request. Requests for private data or information outside of the scope of a council member's role should be routed to the city manager.

LEGAL COUNSEL

Legal counsel for the City is through the city attorney. The city attorney is the legal advisor for the council, its committees, commissions and boards, the city manager and all city officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to City affairs. General city attorney legal responsibilities include:

- Provides civil and criminal prosecution services to the City.

- Provides legal assistance necessary for formulation and implementation of legislative policies and projects.
- Represents the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.
- Prepares or approves ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
- Keeps City Council and staff apprised of court rulings and legislation affecting the legal interests of the City. The city attorney represents the City Council as a whole and not individually.

CHAPTER 7: COMPENSATION

CITY COUNCIL COMPENSATION

Council salaries are set by ordinance (must be adopted at least six months before the election). Salary increases are effective the first meeting in January after the November election.

Mayor:	$1,250 per month	$15,000 per year
Council Members:	$ 900 per month	$10,800 per year

City council members are eligible to participate in the City's medical, dental, and life insurance programs. The City contributes the same monthly amount towards council members' insurance benefits as it does to non-union employees. Please see the human resources director for the current contribution schedule.

Reimbursement for Travel Costs

When traveling for official city business the mayor and council members are eligible for reimbursement of actual lodging expenses and the following amounts for mileage and meals:

Mileage and meals (refer to HeightsNet for current rates).

~~Meals:~~

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Travel expense vouchers are available on HeightsNet or from the city clerk. Receipts must be fully itemized for purchases to be reimbursed. Please see Travel Policies for additional information.

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PAYROLL INFORMATION

City council members are paid on the same pay schedule as regular employees. Pay days are bi-weekly on Fridays with the first payday in January. Payroll is automatic, there are no time sheets necessary. Newly elected city council members must complete the following enrollment items before the year's first pay period:

- W-4
- I-9 document (additional documents need to accompany this, i.e. passport or drivers' license and social security card)
- Direct deposit form
- Public Employees Retirement Association (PERA) membership election form
- Online insurance and benefit enrollment

To complete the necessary paperwork, please contact the human resources director at 763-706-3608.

Public Employees Retirement Association Benefit

Elected officials have the opportunity to be a member of the Public Employees Retirement Association (PERA). A membership election by public officials form must be completed even if one chooses not to become a member. The City will pay the employer's share and the council member or mayor so electing membership will have the employee's share deducted from their salary. Upon becoming eligible, council members are able, but not required, to purchase prior service credit as is allowable by statute by paying the employee's share. Upon such payment to purchase prior service credit, the City will pay to the Association a matching amount as provided by law.

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CHAPTER 8: TRAINING AND TRAVEL POLICY FOR CITY COUNCIL, CITY BOARDS AND COMMISSIONS

TRAINING BUDGET

The City Council has an annual training and education budget as well as an in-town and out-of-town travel budget to be used for training opportunities from resource organizations listed on pages 1-3. Lobbying efforts are not funded through this allocation.

TRAVEL INFORMATION/POLICIES

Travel involving an overnight stay

Give prior notice to city manager before traveling on overnight business explaining the trip's purpose, travel dates, and other details. Doing so creates open lines of communication between council members and the city manager.

If you need assistance in making conference registration or travel plans, please contact the city clerk at 763-706-3611 or sion@columbiaheightsmn.gov. Registering and making travel plans through the city clerk allows for direct payment of these costs by the city instead of council members making payment and submitting for subsequent reimbursement.

Travel Expenses

Audit standards require a fully itemized claims form for expense reimbursement along with any unexpected portion of the advance, to be submitted to the city manager's office within 15 days of the close of the authorized travel period for which the expenses have been advanced.

Transportation costs are reimbursed at the rate for the most reasonable means of transport. For example, if an elected or appointed official chooses to fly first class, the city reimburses the coach rate and the official pays the difference.

Hotel/motel accommodations are reimbursed at the single-room rate per person. Government or discount rates should be used wherever possible.

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Policies
All requests for reimbursement must be made on the approved Travel Expense Voucher located on HeightsNet. Itemized receipts must accompany all reimbursement claims.

- Meal costs for official functions (political or professional organizations) are paid at full actual costs.
- There is no reimbursement for alcoholic beverages.
- Expenses are not reimbursed for spouses, guests, those not employed by the City, or other persons not authorized to receive reimbursement under this policy or state regulations.
- Reimbursement may be claimed by one person for several employees or officials eating together. Please list all names on the reimbursement claim form.
- Incidental expenses (i.e. telephone, parking, taxis, buses, rental cars) are reimbursed. Use the travel expense voucher form and include any receipts. To request approval for rental cars, submit the travel authorization form to the city manager's office..
- Personal vehicles may be used for City business. As stated above, mileage for business use is reimbursed at the Internal Revenue Service's allowable mileage rate. This rate is shown on the Travel Expense Voucher.
- Report eligible expenses on a travel expense voucher form within 15 days after the trip. Attach receipts for expenses claimed and submit to the city manager's office.

For assistance with the above contact the city clerk at 763-706-3611 or sion@columbiaheightsmn.gov.

CHAPTER 9: COMMUNICATIONS AND MEDIA RELATIONS

COMMUNICATIONS

As elected officials, council members have a responsibility to communicate information to the public. Communicating accurate, timely and professional information is important to ensuring the quality and credibility of information being provided to the public.

Public Record
Communications (electronic or written) involving city council members and members of advisory boards and commissions are public records (with a few exceptions a stated by the Minnesota Data Practices Act - https://mn.gov/admin/data-practices/). https://www.lmc.org/resources/data-practices-analyze-classify-and-respond/

Communications not considered public record may still be public information (i.e. e-mail, text messages). Those interested in copies of these items must file a public disclosure request. Requests for private data or information outside the scope of a council member's role should be routed to the city manager.

Align with Minnesota Open Meeting Law

Information posted or responded to should be done in alignment with the open meeting law. More information about the open meeting law is available through the Minnesota Data Practices Office at https://mn.gov/admin/data-practices/meetings/. Another resource is the League of Minnesota Cities Informational Memo on Meetings of City Councils at https://www.lmc.org/resources/meetings-of-city-councils/ .

Council members should generally act with caution when using electronic means to communicate with one another. If a council member wishes to share information with other members, do so through the city manager. Materials relating to agenda items for City business (including email) must be provided to the public at the meeting.

Council members must be cautious about email or social media communications shared among three or more council members:

- Example of an open meeting law violation: A council member posts a comment on a Facebook page about a proposed ordinance. A second council member comments that they agree, and a third council member clicks the "like" button.

Citizen questions, comments and concerns

It's important that council members direct citizen questions, comments, and concerns to the appropriate staff: info@columbiaheightsmn.gov email address, or to the Ask a Question/Report a Concern form on the City's website. Doing so ensures requests are routed to the appropriate department or staff person and holds them accountable to ensure that proper follow-up is made and the task is completed. In addition, since some requests cover multiple departments, there may be a request history that will be useful as staff works to resolve the issue.

Written Correspondence

City council members often need to write letters to citizens, businesses, or other public agencies. City letterhead, note cards, and envelopes are available for city business use. Contact staff in the Administration Department for these items. Written letters and memoranda received by the City, addressed to a council member or the council as a body, are forwarded via email if received in electronic format, or photocopied and provided to all council members with a copy kept on file.

Electronic Communications
Generally, the Columbia Heights City Council receives agenda materials, background information and other meeting information via email. Contact the city manager if there are questions about these items.

Social Media
Since social media is an effective and frequently chosen communication tool among the public, the City of Columbia Heights has official Facebook pages.

COMMUNICATION TIPS FOR E-MAIL AND SOCIAL MEDIA

Public Perception
City council members are public officials representing the City of Columbia Heights and its policies and perspectives.

Official versus Individual Perspectives
Since the public connects city officials to the City of Columbia Heights, it's important to clarify official perspectives from individual perspectives.

It is advised for council members to separate official and private citizen roles. When presenting information on behalf of the City of Columbia Heights, identify the role of being an elected official for the City. When presenting individual perspectives, clarify that those viewpoints are not representative of the City of Columbia Heights but are personal opinions. Personal social media account names should not be tied to the City.

Public Information
Any published content, written or electronic (email, for example), may be considered public information or covered under the Minnesota Data Practices Act. Informal messages not related to a public official's role, such as meeting reminders, telephone messages, and informal notes are not public record.

Large Outreach
Information posted on social media is public and will remain online for a long time. Since both email and social media posts can be quickly shared with other audiences, it is important to post professional messages and avoid political comments.

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Discoverability
Generally, email is not removed from the system even if deleted. Email is discoverable in litigation, making it essential to use it cautiously. When seeking legal advice or to discuss matters of pending litigation or other "confidential" City business, ensure e-mails are sent to only those intended because the attorney-client privilege protecting the document from disclosure may be waived.

MEDIA RELATIONS

Media Inquiries
Council members are encouraged to refer all media inquiries to the city manager prior to discussing and voting on an item. After a vote has been taken, individual council members may comment on their decision. It is understood that individual council member decisions may not be reflective of the council's majority vote.

Following these guidelines is important to the democratic process because it helps avoid creating the public perception that a vote or decision has been made on a topic before all the information has been presented to the City Council. That perception could discourage the public from engaging in the democratic process and could have negative legal implications for the City.

City Manager's Role
The city manager communicates on the City's behalf in interviews, publications, news releases, on social media sites and related communications. The city manager is in the best position to provide a response because many issues involve multiple departments, or work may already be in progress. Often, the communications coordinator or the appropriate department director will handle interviews and communications on behalf of the city manager.

Good to Know
When the media calls about:

- **Upcoming agenda items, issues, or discussion topics:** wait to provide information until the topic is voted on. This communicates that a decision has not been made and allows the public process to work by keeping the topic open for citizen input. If a council member discusses the issue with media before a decision is made, there is a potential that the public may be confused about the council's direction. This may create a public perception that a vote or decision has been made on a topic and discourage the public from engaging in the democratic process.
- **Routine or public information:** i.e. a meeting time or agenda. Provide media with the information and notify the city manager of the request.

- **Other information:** i.e. city personnel, potential litigation, controversial issues, an opinion about a City matter, or if unsure of the type of question. It is recommended to work with the city manager on these topics. The city manager typically works with staff on these issues and can present the discussion scope or topic.
- **Media response:** If an answer isn't readily available, a good response to media inquiries is "I don't have all the information about that. Let me find out and I'll return the call." Don't forget to get the respective media's name, contact information, and deadline so a response can be provided.

CHAPTER 10: CITY COUNCIL MEETINGS

GENERAL

The City Council decides public meeting times and places. Currently, the council meets the second and fourth Monday of the month at 6 pm and holds a work session on the first Monday of the month at 6:00 pm. Regular meetings are held in the City Council Chambers, 3989 Central Ave NE. Work sessions are held in the Shared Vision Room at City Hall. If a legal holiday occurs on one of these Mondays, the council meeting will be held the next business day. All meetings are held in compliance with Minnesota's Open Meeting Law. All regular and special meeting dates and times are posted on the city website. http://www.columbiaheightsmn.gov/calendar_app/index.html.

All regular City Council meetings are live broadcast, recorded, and re-broadcast on public access television (Comcast channel 16 and CenturyLink channel 8052) and archived and available live streaming on the City's website.

Meeting agendas and minutes for all City Council meetings are available on the City's website.

Quorum

To legally conduct business at meetings, the city council needs a quorum (majority) of members present. At least three city council members constitute a quorum.

TYPES OF MEETINGS

Align with Minnesota Open Meeting Law

The City Council and any committee, subcommittee, board, or commission that makes or recommends decisions to the City Council are subject to the Minnesota Open Meeting Law: https://mn.gov/admin/data-practices/meetings/, https://www.lmc.org/resources/meetings-of-city-councils/

Communication regarding City business among three or more council members should only take place at an open meeting or a meeting lawfully closed pursuant to Minnesota statute. Committee quorums depend on the number of people on the committee.

Council and committee members should generally act with caution when communicating face-to-face or through written or electronic correspondence. If a council member wishes to share information with other members, this should be done through the city manager. Materials relating to agenda items for city business (including e-mail) must be provided to the public at the meeting.

Regular Meetings

The Columbia Heights City Council convenes regular meetings twice each month. At the first meeting of the year, the council:

- Designates an official newspaper.
- Assigns committee duties to members.
- Appoints a Council President.
- Reviews operational policies and guidelines if necessary and makes necessary changes.
- Works on other organizational business as deemed necessary.

Agenda

The council packet contains an agenda with information about each agenda item. Packets are available online on the Friday before the meeting.

Council members wishing to discuss an item at a work session or request action on an item at a council meeting should request the city manager place the item on the agenda. Council members can also make a brief report about a meeting or event at a meeting without prior notice. This report should occur during the Council and Administrative Reports portion of the meeting.

Special Meetings

Special meetings are any meeting other than a regular meeting and can be scheduled by the mayor, any two council members, or the city manager with at least three days' notice to the other members. These meetings could be scheduled to address additional business, budgets, or other pending items the council was unable to discuss at a regular meeting or need to address before the next regularly scheduled meeting.

Any special meeting must comply with Minnesota's open meeting law. Council members are notified of special meetings at least three days before the meeting, and written notices are posted at least three days before the meeting. Those who have filed a written request for notice for special meetings must also be notified.

Closed Meetings

The Columbia Heights City Council *may* meet in a closed meeting:

- To consider strategies for labor negotiations under the Public Employer Labor Relations Act;
- To evaluate the performance of an individual the council has authority over (i.e. the city manager);
- To review information considered attorney-client privilege with the city attorney or city attorney designee;
- To discuss the purchase or sale of property;
- For security briefings

Meetings *must* be closed for:

- Preliminary consideration of allegations or charges against an individual the council has authority over (i.e. the city manager);
- Portions of meetings that include:
    - Data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
    - Internal affairs data relating to allegations of law enforcement personnel misconduct or active law enforcement investigative data;
    - Educational data, health data, medical data, welfare data, or mental health data that are not public;
    - An individual's medical records governed by certain sections of Minnesota law

To hold a closed meeting, the City Council must follow Minnesota's open meeting law procedures. All closed meetings (except those closed as permitted by the attorney-client privilege) must be electronically recorded at the public body's expense. Unless otherwise provided by law, recordings must be preserved for at least three years after the meeting date.

If a closed meeting is to evaluate an individual's performance, this individual's name must be announced before the closed meeting. If this individual requests an open meeting, advance notice must be provided so he/she can make an informed decision about opening the meeting.

Work Sessions

Work sessions provide an opportunity for council members to discuss items that may be future agenda items or for informational purposes. Several work sessions are held about the City's budget before its finalization and levy at the end of the year. Work sessions are typically held each month on the first Monday at 6 pm. The agenda and related items are posted online in the same location as the regular city council meetings the Friday before the work session.

Work sessions are held in a less formal atmosphere, using a consensus-building approach. No formal action is typically taken at the work sessions.

Emergency Meetings

The City Council has authority under the City Charter and Minnesota State Statute to call emergency meetings for items that require immediate council consideration. For example, a meeting may be called to declare a local emergency if there is a state of emergency, such as a natural disaster.

CHAPTER 11: ADVISORY BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

The City of Columbia Heights has advisory boards, commissions, committees, and task forces that the public serve on. Every member of the City Council is appointed to serve in a liaison capacity on one or more of these boards, commissions, committees, and task forces.

REPRESENTATION BY CITY COUNCIL MEMBERS

City council members act as liaisons to facilitate communication between the City Council and the various citizen groups, government committees, and boards. City council members acting in a formal liaison capacity with outside citizen groups and other elected bodies should represent themselves as a member of the City Council body as a whole. If a personal belief is contrary to the City Council body's belief, the liaison should either withhold comment or participation or should make it known to the outside group that they are speaking or acting as an individual and not as a representative of the City Council.

City council members are also appointed as liaisons to city commissions and boards. The liaison helps to increase the City Council's familiarity with the membership, programs, and issues of the boards, commissions, committees, and task forces. In fulfilling their liaison assignment, members may communicate topics that the council would like discussed to the advisory body chair through the staff liaison.

City council members are not voting members of the advisory bodies and are generally not actively participating members of the advisory boards. Rather, they provide a link between the City Council and the advisory boards to transfer and clarify information between the two entities. In interacting with the boards, commissions, committees, and task forces, the council member should reflect the council's views as a body. It is not the role of the liaison to attempt to direct or influence discussion by sharing personal opinions rather than representing the City Council's position. When asked for their opinion, council members should share it with the advisory body, but council members should generally not be part of the group discussion.

APPOINTMENT TO AND ATTENDANCE AT BOARDS, COMMISSIONS, COMMITTEES, AND TASK FORCES

Appointment to boards, commissions, committees, and task forces

Appointments to boards, commissions, committees, and task forces are typically made at the first meeting in January. The mayor will inquire about what liaison appointments are desired by each member and will submit recommendations to the full council to fill the various boards, commissions, committees, and task forces. The full city council will vote to confirm the appointments.

Attendance at boards, commissions, committees, and task forces

If a council member cannot attend their assigned advisory body meeting, they should notify the city manager to see if another council member is available to fill in. If a council member fails to attend four meetings in a year and fails to notify the city manager that they will be absent, the city council may consider assigning another member to that position for the remainder of the year.

All representative positions held by the mayor or a city council member on a board, commission, committee, or task force, whether an appointment or liaison position, will terminate when the member's service in elected office terminates.

STAFF RELATIONSHIP TO ADVISORY BODIES

The city manager assigns and directs staff to advisory bodies. Staff support and assistance may be provided to advisory boards, commissions, and task forces. While staff may work closely with advisory bodies, staff members remain responsible to immediate supervisors and the city manager. Members of commissions, boards, or committees are responsible for the advisory body. The chairperson is responsible for committee compliance with city code and/or committee bylaws. Staff members assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

Advisory bodies make recommendations to the city council through adopted council agenda procedures. When an advisory body wishes to correspond with an outside agency, the City Council must review and approve the communication.

COMMITTEES AND COMMISSIONS BY ORDINANCE

Columbia Heights City Code includes committees and commissions established by ordinance (sections 3.301 through 3.314—https://codelibrary.amlegal.com/codes/columbiahts/latest/columbiaheights_mn/0-0-0-404#JD_Ch.3ArticleII).

Park and Recreation Commission
Consists of seven regular members who reside in the City, and meetings are held at 6 pm on the fourth Wednesday of each month at Murzyn Hall. The Park and Recreation Commission supervises and controls the use of public parks, recreation, and senior citizen programs in the City, including parks, parkways, playgrounds, recreation fields and buildings, and all related public service facilities. The Commission also recommends improvements for parks and has the authority to make reasonable administrative rules and regulations, including setting fees and governing public use of parks and buildings.

Planning and Zoning Commission
Consists of five regular members and meetings are held in the city council chambers at 6 pm on the first Tuesday of the month. The commission prepares and maintains a Comprehensive Plan for the physical development of the City. The Commission also serves as the Board of Appeals and Adjustments of Variance and Appeal Cases. Another commission function is as an advisory board to the City Council on matters pertaining to Conditional Use Permit applications and zoning amendments.

Sustainability Commission
Consists of nine members and meetings are held on the second Tuesday of each month at city hall. The commission was established in 2023 to raise awareness and promote sustainable practices within the community. Implementing these sustainable practices will aid the City in reducing the environmental impact of human activities. The Sustainability Commission will also bring together different perspectives and expertise to ensure that sustainability initiatives are responsive to the community's needs and concerns.

Library Board
Consists of five regular members who are residents of Columbia Heights. Meetings are held in the history room of the library at 5:30 pm on the first Wednesday of the month. The Library Board supervises and controls policies, programs, use and physical plant of the city library, including all lands and equipment, and the setting of service levels and manpower. The board also recommends improvements for the library and makes administrative rules and regulations, including the setting of fees, governing public use of the library and its facilities, and is subject to the direction and authority of the City Council.

Youth Commission
The purpose of the Columbia Heights Youth Commissioner program is for the youth of Columbia Heights to serve as a non-voting member on select City Boards and Commissions. These positions aim to inspire and bring new ideas from a youth perspective, create an educational environment for youth looking to expand their knowledge of government and leadership functions, and provide experience-building opportunities for area youth seeking increased community and government engagement.

COMMISSIONS CREATED BY STATUTE

Charter Commission

The Charter Commission must have not more than fifteen and not less than seven members, who are appointed by the Chief Judge of Anoka County District Court. They are appointed for four-year terms. Charter Commission meetings are held quarterly on the third Thursday of the month at 7 pm at City Hall. The city charter enables the City of Columbia Heights to be a self-governing city under the municipal home rule provisions of the Constitution and Statutes of Minnesota. The Charter Commission is charged with keeping the city charter current under procedures authorized by state statutes §410.05 (https://www.revisor.mn.gov/statutes/?id=410.05) and §410.12 (https://www.revisor.mn.gov/statutes/?id=410.12).

Economic Development Authority

The Economic Development Authority consists of the five city council members and two additional appointed members. The EDA meets at 5~~6~~ pm on the first Monday of every month at City Hall. The EDA provides financial and technical assistance and resources to residential, commercial, and industrial interests to promote health, safety, welfare, economic development, and redevelopment.

Housing and Redevelopment Authority

The Housing and Redevelopment Authority membership consists of the five city council members and does not meet regularly.

CHAPTER 12: OPEN MEETING LAW AND DATA PRACTICES OPEN MEETING LAW

With only a few exceptions, city council meetings, including committees, subcommittees, board, and commission meetings, are open to the public. The open meeting law ensures the public is fully informed about decisions made by elected officials and also ensures the public's right to participate in City Council actions. More information about the open meeting law is available through the Minnesota Data Practices Office at https://mn.gov/admin/data-practices/meetings/. Another resource is the League of Minnesota Cities Informational Memo on Meetings of City Councils at https://www.lmc.org/resources/meetings-of-city-councils/.

Whenever the council meets, the following information should be available to the public:

- Date.
- Time.
- Location.

The public should be able to:

- Be present and watch the meeting.
- See how council members vote on issues.
- Receive printed information the council has at the meeting.
- Have a summary of council minutes.

Any scheduled gathering of the city council or committee must give proper notice and be open to the public. Chance meetings and social gatherings are excluded; however, council members cannot discuss or receive information on official business in private social gatherings.

There are few exceptions to the open meeting law and specific requirements regarding notice and subject of closed meetings. Strict adherence to these requirements is necessary to avoid violating the statute. The city attorney should be consulted when the council considers conducting a closed meeting.

Council members who intentionally violate the provisions of the open meeting law are subject to personal liability up to $300 in civil penalties per single occurrence. Government entities are prohibited from paying these penalties for council members. If a council member has three or more intentional violations, the result is forfeiture of the right to serve on the city council. Examples of potential violations are:

- Chamber of Commerce gatherings with council members;
- Planning sessions with staff.
- Neighborhood land use gatherings.
- Commenting or “liking” social media posts; and
- E-mail chain creating a serial meeting.

MINNESOTA’S DATA PRACTICES ACT

Minnesota’s Data Practices Act gives public access to city records and data to balance the public’s right to know with respect for individual privacy. The act presumes that government data are public and accessible for inspection and copying unless a federal law, state statute, or temporary classification of data notes otherwise. Since there are significant penalties for willfully releasing private and confidential data, council members should contact the city manager when there are questions about what information is public and private.

In addition, a city that violates any provision of the Data Practices Act is liable for any damage caused by the violation. The person damaged may bring action against the City to cover damages, plus costs and reasonable attorney fees.

- More information about the Minnesota Data Practices Act is available through the Minnesota Data Practices Office at https://mn.gov/admin/data-practices/
- The League of Minnesota Cities provides helpful information about data practices online: https://www.lmc.org/resources/data-practices-analyze-classify-and-respond/.

Public or Private
Data is classified into categories to define confidentiality. These categories assist the city in deciding whether and to whom data can be released.

Public Record
Communications (electronic or written) involving city council members and members of advisory boards and commissions are public record (with a few exceptions as stated by the Minnesota Data Practices Act.

Communications not considered public record may still be public information (i.e. email, text messages). Those interested in copies of these items must file a public disclosure request. Requests for private data or information outside the scope of a council member's role should be routed to the city manager for assistance.

Elected Officials and Financial Disclosures Required by State Statute
The disclosure of financial information of elected or appointed officials required by state statute, which are filed with the City, are classified as public data on individuals.

Personnel Data
Some personnel data of city employment applications, present and past employees, members of advisory boards and commissions, volunteers, and independent contractors is public. Public personnel data:

- Name
- Salary
- Contract fees
- Pension
- Fringe benefits
- Expense reimbursements
- Job title and job description
- Education, training and previous work experience
- Terms of any administrative or judicial agreement
- Work location and work telephone number
- Time records

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- Date of first and last employment
- Existence and status of any complaints or charges against an employee
    - *Note: actual complaint circumstances are not public, whether or not the charge or complaint resulted in disciplinary action. The final disposition of any disciplinary action, with the reasons the action was necessary and information documenting those reasons are public when a final disposition is made. Final disposition also includes resignation when the resignation occurs after the final decision of the city or arbitrator.*

The following is public and refers to former or current applicants; either for employment or an appointment to an advisory board.

- Veteran status
- Relevant test scores
- Rank on eligibility list
- Education, training, and work availability

Private Record

Some examples of private data include:

- **Applicants for city positions.** Names are private except when certified as eligible for employment and considered a finalist by the city manager. A finalist is someone called in for additional interviews but has not been chosen for the position.
- **Appraisal data:** confidential until released or until the property is sold.
- **Arrest data, response data, and investigative data.** Classified as public information once the investigation is closed and charges are filed.
- **Elected officials' correspondence.** The Data Practices Act states that correspondence between individual community members and elected officials is private; however, it can be made public by the sender or recipient.
- **Property complaints.** Complaints to the city of Columbia Heights that are ordinance violations are confidential data. For example, if a neighbor reports another neighbor is in violation of an ordinance, the name of the complainant cannot be disclosed.

CHAPTER 13: CODE OF CONDUCT

The mayor and council members are dedicated to promoting the values and integrity of local government and democracy and are committed to governing efficiently and effectively. After taking the oath of office as a city council member, they agree to conduct themselves in accordance with the following code of conduct:

- The professional and personal conduct of council members must be above reproach and avoid the appearance of impropriety. Members should refrain from abusive conduct, personal

charges, or verbal attacks upon the character or motives of other council members, boards, commissions, staff, or the public intended to disrupt and not further the City's business.

- Council members must abide by applicable state laws, city ordinances, and other doctrines relating to the conduct of a council member, including, but not limited to, conflict of interest, data practices, and the open meeting law.
- Council members must maintain the confidentiality of information concerning property, personnel, or legal affairs of the city. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or other private interests.
- A council member must not use the official position to secure special privileges or exemptions for themselves or others.
- Each member must support maintaining a positive and constructive workplace environment for City staff, private citizens, and businesses dealing with the City. Council members will recognize their roles, as delineated in the city charter, city code, and state statutes, and in individual dealings with city staff.
- No member shall, except as specifically permitted by Minnesota statutes, accept or receive any gift of substance, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances in which it could be reasonably expected to influence the member in the performance of the member's official duties or intended as a reward for the member's official actions.
- Members of the council will not testify in their capacity as a council member before any other board, commission, administrative officer, or agent of the federal government, the state of Minnesota, or any county or other municipal corporation, including cities, except as provided. Exceptions to the policy:
    - If the member is testifying in such capacity pursuant to a lawfully issued subpoena;
    - In the event the council has designated the member or members to act as a spokesperson for the council as a whole to explain the majority vote or council's position.
- Council members serve as a whole when representing the official policies and positions of the City Council. If speaking as an individual citizen, it is important to share that it is the individual person's perspective being presented and not that of the City or the council. In addition, council members must refrain from testifying orally or in writing as to any quasi-judicial matter being heard, or having the possibility of being heard by the council.

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CONFLICT OF INTEREST

Generally, state law prohibits public officers from having a personal financial interest in a sale, lease, or contract that they are authorized to make in their official capacity. A "public officer" would include a mayor, council member, board member, etc.

An interested officer should disclose his or her interest at the earliest stage and abstain from voting or deliberating on any contract in which he or she has an interest. There are some exceptions to the general prohibition on contracting with city officials defined in state law. To help determine if a conflict exists, consider the:

- Nature of the decision being made.
- Nature of financial interest.
- Effect of the individual interest on the outcome of the decision by the council.

Another conflict of interest situation may occur when the official's personal interest is so distinct from the public interest that the member cannot be expected to represent the public interest fairly in deciding the matter. Some common areas are planning and zoning issues, public improvements, special assessments, licenses, land purchases, and street vacations. Some other areas are church memberships, family associations, and club memberships.

To use any exception to the conflict of interest law, detailed procedures must be followed. State statutes and the city attorney should be consulted on these procedures.

INCOMPATIBLE OFFICES

Generally, individuals in elected office are prohibited from holding incompatible offices. The city attorney should be consulted on concerns about elected officials holding two separate offices. Columbia Heights city council members cannot hold any other city office or paid city employment during their tenure as council members. A former member of the City Council cannot be employed by the City until one year after the term they were elected for has expired.

GIFTS

Elected and appointed "local officials" may not receive a gift from any "interested person." An "interested person" is a person or representative of a person or an association who has a direct financial interest in a decision that a local official is authorized to make. If a public official knowingly accepts a gift, the official may be guilty of a gross misdemeanor.

Some commonly encountered exceptions to the gift law include lawful campaign contributions and food or beverages given at a reception, meal, or meeting the official has been invited to attend. If there is ever any question about accepting or declining a gift, the best option may be to decline.

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LIABILITIES

The City of Columbia Heights carries personal liability insurance policies on elected officials, appointed officials, employees, and officers. The City defends a person who is performing job duties and is not guilty of malfeasance in office, willful neglect of duties, or acting in bad faith.

ETHICAL LEADERSHIP

Ethical leadership is vital to the functioning of the City and to maintaining the public's trust and confidence in the City and the democratic process.

Key traits of ethical leaders

- **Recognize that ethical questions may be complex.** As a result, they are willing to seek and accept the advice of knowledgeable officials such as the city manager, city attorney, or City staff.
- **Understand that ethical conflicts are inevitable and should be dealt with forthrightly.** Elected officials are human and citizens of their community. On occasion, it is expected that they will have needs or roles in their private lives that conflict with public office obligations. Ethical officials are open about potential conflicts of interest and follow applicable rules for disclosing and dealing with the conflict (such as refraining from voting on a particular issue) to avoid even the appearance of impropriety.
- **Are driven by fairness.** The most ethical council members recognize that many City decisions will have adverse as well as positive outcomes, and they therefore strive to make the best decision as defined by its ultimate fairness to all concerned. This often means making impartial decisions on the merits of the issues alone while disregarding personal allegiances. It can also mean taking into account the interests of citizens who are not present or who have not otherwise commented, but who are nonetheless affected by a decision. Ethical officials try to make decisions in the best interest of all in the community, not just those who show up at a meeting or protest the loudest.

  Know the importance of conscientious and ethical government as a value. Ethical council members do not use their office or authority for revenge, prestige, or personal gain. Ethical council members recognize that government is a human institution. As a result, the human motivations of those in government will determine whether the government is effective or ineffective, good or bad, ethical or unethical. Ethical council members care enough to make a positive difference and act accordingly.

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CHAPTER 14: RULES TO GOVERN BY

LAND USE LAWS

The Municipal Planning Act grants cities the authority to regulate land use and provides the framework and road map all cities must follow. Cities regulate land use through three basic tools:

- Comprehensive plan;
- Zoning ordinance (including zoning map);
- Subdivision ordinance.

Although cities are not required to adopt all three tools in municipal planning, each tool serves a separate and essential purpose. These tools harmonize and interact in important ways to protect and promote sound City development.

First, the comprehensive plan helps the City look to the future and guides current development in administering its zoning and subdivision ordinances. The subdivision ordinance regulates land division into smaller lots and creates blocks and neighborhoods with safe streets, appropriate environmental features, and character. Finally, the zoning ordinance regulates the use and density of city zones such as commercial, residential, and industrial purposes, both segregating and combining uses where appropriate to prevent congestion, environmental impacts, and other negative human health impacts.

A zoning map divides the community into different land uses to assist the City in planning and permitting future growth and redevelopment. There are 13 different categories for zoning, each with specific standards.

PUBLIC IMPROVEMENTS

There are two types of public improvements: petitioned and City-initiated. A petitioned project occurs when a citizen or citizens who own 35 percent or more of the affected property sign a petition asking the City to make the improvements. A City-initiated project is an improvement identified by the City. A City-initiated project requires a 4/5 vote of the council, whereas a petitioned project only requires a simple majority.

Process for improvements

- The City notifies all affected property owners.
- A meeting is held before the first formal council meeting to provide information to the property owners.
- The first council meeting is the project feasibility hearing, where citizens present their opinions about the project.

- The second council hearing is the assessment hearing that establishes the property owners' costs for the project.
- If the cost of the completed project is less than the assessment, property owners are notified, and the correct amount is assessed. No property assessment is certified until the project is completed. This is in accordance with Minnesota statutes, chapter 429 (https://www.revisor.mn.gov/statutes/?id=429), which explains the complete process in detail.

LICENSES AND PERMITS

The City has the authority to license and require permits for activities within its jurisdiction. Licensing and permitting regulates activities and provides oversight for inspection to protect the public interest. The City exercises its police power to protect and promote the public's health, welfare, and safety through the licensing process. More information about licenses and the licensing process can be found in chapter 5 of the Columbia Heights City Code, available online at https://codelibrary.amlegal.com/codes/columbiahts/latest/columbiaheights_mn/0-0-0-1183.

CHAPTER 15: FINANCIAL ASPECTS

The City of Columbia Heights charter specifies responsibilities and procedures for the City's financial administration. The charter establishes the calendar year as the fiscal year. The city manager strictly enforces the budget provisions.

BUDGET AND TAX LEVY

In early June all division heads submit proposed operating budgets to the Finance Department for the fiscal year commencing January 1. The operating budgets include proposed expenditures and the means of financing them. The city manager and finance director then meet with all of the division heads to review their budget proposals after which the city manager prepares the city manager's budget. *Council members are encouraged to share budget ideas and requests with the city manager and affected division heads by the spring of the prior budget year.*

Before Sep 30, the City Council adopts the proposed budget either as proposed, or as adjusted by the city council, and certifies the proposed general and EDA property tax levies to the county auditor in accordance with Minnesota statutes.

In December, the City Council holds a public budget hearing to present the final budget and property tax levies to citizens and property owners for comment. By Dec25 the final budget is legally adopted and certified to the county.

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FINANCIAL STATEMENT

City finance staff prepare the Comprehensive Annual Financial Report (CAFR) which is a financial report explaining the financial status of the city and the sources of revenues and expenditures. The CAFR is audited annually through an audit by a certified accounting firm. The audit must be in compliance with all state requirements.

The audit preparation process begins in January each year and runs through approximately June. The auditors are usually on site examining financial materials, for about a week in February or March. The CAFR is prepared following this examination. After the audit, the CAFR is presented to the City Council. This usually occurs in June or July.

Bonds

One of the ways in which the city can finance large capital projects is by issuing bonds. In general, a city can issue bonds for any authorized expense, which is not a current expense. The use of bonds for acquisition, development, construction, or improvements of capital assets is allowable.

A city can issue bonds for public improvements in which they will gain revenue. They can purchase police, fire, and street equipment. This type of bond must be short term.

A city can also issue conduit bonds for the benefit of private entities. In these scenarios, the City issues the bonds and loans the proceeds to the private entity. The private entity is solely responsible for repaying the loan and all associated debt service and costs related to the loan transaction. Because the City is not responsible for any loan repayment, the bonds have no effect on the City's credit rating, nor do the bond amounts count against the City's statutory borrowing limits.

CHAPTER 16: STANDARDS OF APPEARANCE

Business casual dress is encouraged when city council members conduct city business, and business formal attire is recommended when representing the City at formal functions. City logo wear may be appropriate at many functions and is a good way to promote and show pride in our community. For more information about city logo wear please contact the community engagement specialist at 763-706-3614.

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CHAPTER 17: LEAVING OFFICE AND VACANCIES

LEAVING OFFICE

Upon completion of service to the community, please return equipment acquired during the term. Examples include computers, copies of the Columbia Heights City Code, key cards, etc.

VACANCIES

There are several reasons a vacancy may occur on the City Council. These include an election deemed to be invalid, a death, resignation, removal from office, or a council member may move outside the city. Medical reasons or illness could also prevent a council member from attending meetings. When the absence extends beyond three months, the council has the authority to remove the current member and appoint a new member. Another reason for removal would be any council member who does not perform their duties and responsibilities in good faith.

The process for filling a vacant seat is established in the Columbia Heights City Charter, section 9, available online at http://www.columbiaheightsmn.gov/document_center/Government/Updated%20City%20Charter%20OCT%202016.pdf.

APPENDIX I

AGENDA AND MEETING PROCEDURES

Agenda Preparation

The city manager is responsible for the format and preparation of the council agenda. This includes all items for consideration, charter requirements, state law, and bylaws.

All items to be included on the agenda or the city manager's report should be submitted to the city manager by 4:30 pm on the Monday preceding the meeting date.

Order of business

The mayor presides over city council meetings. In the absence of the mayor, the council president shall preside. Council meetings begin promptly and are held in the following order:

1. Mission Statement
2. Call to Order / Roll Call
3. Pledge of Allegiance
4. Approval of agenda

~~5. Community Forum~~
5. Proclamations, Presentations, Recognition, Announcements, Guests
6. City Council and Administrative Reports
~~6.~~7. Community Forum
~~7.~~8. Consent Agenda
~~8.~~9. Public Hearings
~~9.~~10. Items for Consideration
~~10. City Council and Administrative Reports~~
11. Adjournment

Call to Order – Presiding Officer
The mayor (or council president) calls the meeting to order. If the mayor arrives after the meeting has begun, the mayor resumes duties once business on a particular topic has been concluded. At any meeting where the mayor and the council president are not present, the council appoints the most senior council member to preside over the meeting.

Pledge of Allegiance
The City Council, staff, and audience stand and recite the pledge of allegiance.

Mission Statement
The mission statement is provided on the agenda for reference by city council members, staff, and the public. The mayor may choose to read it at the meeting, but it is not required.

Approval of the Agenda
All official council meetings are open to the public and the media in accordance with Minnesota's Open Meeting Law. Approval of the agenda makes this official.

~~**Community Forum**~~
~~This is a time when members of the public may address the City Council about any topic that is not on the regular agenda. Generally, individuals address the City Council, but the City Council does not take formal action on items raised during the community forum. The City Council may direct staff to follow up or add the item to an upcoming agenda.~~
Proclamations, Presentations, Recognition, Announcements, Guests
This is the opportunity for the mayor and city council to recognize special events, groups, awards, and make announcements for upcoming activities to the audience present and those watching the meeting via cable broadcast.

City Council and Administrative Reports

The city council members are given an opportunity to share with the other members information they have received that would benefit the group, discuss meetings they have attended, and give updates on other relevant topics. The city manager and city attorney are also provided an opportunity to make a report immediately following the city council reports.

Community Forum

This is a time when members of the public may address the City Council about any topic that is not on the regular agenda. Generally, individuals address the City Council, but the City Council does not take formal action on items raised during the community forum. The City Council may direct staff to follow up or add the item to an upcoming agenda.

Consent Agenda

The consent agenda includes routine or noncontroversial matters that need minimal deliberation. A motion to approve the consent agenda cannot be debated, but a council member may remove a consent agenda item and have it placed on the regular agenda for debate and action immediately following its approval.

The consent agenda includes approval of the previous meeting's minutes, which once approved become the official meeting record.

Public Hearings

Public hearings ensure due process by protecting an individual's right to be heard on a matter prior to governmental action. Due process encourages objective decision-making by providing those interested in the City's decision with an opportunity to be heard.

Generally, there is no dialogue between council members, staff, or the public during the hearing. Council members may ask questions of those addressing the council to clarify a fact, but any statement by a council member for anything other than to pose a question on the matter being considered may be ruled out of order by the mayor or presiding officer.

After new facts and information have been presented to the City Council, the hearing may be closed. Once the public hearing is complete, council members make a motion and debate the matter under consideration.

Items for Consideration

This is the part of the meeting where items that require action but not a formal public hearing are presented to the city council. Generally, the appropriate staff person presents the item, city council members ask questions of the staff person, discuss the topic amongst themselves, and when they have all the information necessary, they take formal action on the item.

~~**City Council and Administrative Reports**~~

~~The city council members are given an opportunity to share with the other members information they have received that would benefit the group, discuss meetings they have attended, and give updates on other relevant topics. The city manager and city attorney are also provided an opportunity to make a report immediately following the city council reports.~~

Adjournment

When there is no further business, adjournment formally concludes the meeting.

VOTING

Generally, city council actions pass or fail by a majority vote of the council. A majority is determined by the number of council members present at a meeting. Certain actions, such as an un-petitioned street project, require an extraordinary majority or 4/5 vote of the whole council.

Procedure

The votes of council members on pending actions are conducted as voice votes unless any council member requests a roll call vote be taken. The presiding officer shall also call for a roll call vote whenever a voice vote is unclear regarding the disposition of the action before the council.

If a roll call vote is called, the council secretary will call for the vote in consecutive order, beginning with the council member who is seated to the far right of the mayor. The presiding officer always votes last.

Abstention

Council members may abstain from voting on a particular agenda item. If a council member does not vote, it is recorded as “Abstain: [name]”and is considered a no vote.

PROTOCOL AND RULES OF DECORUM

Protocol

The following information is from the League of Minnesota Cities and is available online at https://www.lmc.org/resources/handbook-for-minnesota-cities-chapter-7-meetings-motions-resolutions-and-ordinances/. The following list includes the more common motions.

Motions: formal method of bringing business before the city council and stating propositions on which the council will have to make a decision. Motions can be made only by city council members or the mayor.

Requires a second: motions that have a "yes" must be seconded by a council member before they can be considered. The motion-maker may not second his/her own motion. By seconding a motion, a person does not necessarily indicate favor of the motion.

Can interrupt a speaker: motions that have a "yes" can be made at any time during a council meeting. They may be made even while another has the floor and is speaking.

Debatable: a "yes" means the council can discuss the motion's merits. A "no" means no discussion is allowed, and the motion must be voted on as soon as it is made and seconded.

Amendable: motions can be changed by amendment. Motions with a "no" must be voted on in the same form the motion was originally made.

Vote required to pass: tells whether the motion requires a simple two-thirds majority for passage.

Can be reconsidered: indicates whether or not a motion that was once passed or defeated by the City Council can be considered again later in the meeting.

Rules of decorum

While the City Council is in session, the members must preserve order and decorum. A council member must neither, by conversation or otherwise, delay or interrupt the peaceful proceedings of the council nor disturb members while they are speaking. A member must never refuse to obey the orders of the presiding officer.

No person or city council member should address the council without first being recognized by the presiding officer. Council members should only speak twice regarding any matter for a maximum of five minutes per time unless the entire city council consents to additional time. Council members should also limit their remarks to the matter at hand.

City staff are expected to observe the same rules of order and decorum as the city council members.

Please see the document titled "City of Columbia Heights Bylaws of Procedures and Decorum" for additional information and details regarding city council procedures, expectations, and decorum.

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Other Rules of Decorum

Other guidelines ensure city council meetings emphasize the importance of business being conducted professionally. Council members and staff:

- Work to preserve appropriate order and decorum during all meetings;
- Address council members as *council member*, followed by last name, such as "Council Member Smith," and staff by their title followed by last names, such as "City Manager Jones;"
- Discourage side conversations, disruptions, interruptions, or delaying efforts;
- Inform the presiding officer when leaving a meeting;
- Limit disruptive behavior;
- Recognize that those on the City Council, staff, advisory board chairs, or designated representatives and those authorized by the presiding officer shall be permitted to sit at council or staff stations.

APPENDIX II

INDEX OF COMMONLY USED TERMS

Abatement: A complete or partial cancellation of a levy imposed by a government. Abatements usually apply to tax levies, special assessments, and service charges.

Abatement of Nuisance: The elimination of a situation that endangers public health, safety, and welfare.

Abstention: The decision of a member not to vote on an item. An abstention is counted as a no vote. This is contrasted with the situation where a member is disqualified from voting, where such member is not counted in determining the item's passage.

Accounts payable: A liability account reflecting amounts on open accounts owing to private individuals or organizations for goods and services received by a government (but not including amounts due to other funds of the same government or to other governments).

Accounts receivable: An asset account reflecting amounts owing on open accounts from private individuals or organizations for goods and services furnished by a government (but not including amounts due from other funds of the same government).

Affirmative action plan: State and federally mandated plans to attract, recruit, hire, promote, retain, transfer, and train women and minority employees involving the setting of goals and procedures in written plans.

Amortization: Gradual reduction, redemption, or liquidation of the balance of an account according to a specified schedule of times and amounts.

Annuity: A series of equal money payments made at equal intervals during a designated period of time.

Appeal: Private individuals, a group, or an agency may take the decision of a governing body to a higher authority for review of that decision.

Appraise: An estimate of the value of property. If the property is valued for taxation purposes, the less-inclusive term "assess" is substituted for this term.

Appropriation: A legal authorization granted by a legislative body to make expenditures and incur obligations for specific purposes.

Assessed valuation: A valuation set upon real estate or other property by a government as a basis for levying taxes.

Assessment: The process of determining the worth or the market value of land and buildings for taxation purposes.

Assets: Resources owned or held by a government that has monetary value.

Audit: A methodical examination of resource use that concludes in a written report of its findings. An audit tests management's accounting system to determine the extent to which internal accounting controls are both available and being used.

Audit report: The report prepared by an auditor covering the audit or investigation.

Bid: An offer to sell something or perform work pursuant to specifications.

Bill: A term used to denote a law or statute passed by certain legislative bodies.

Blight: Social and/or physical decay of the community.

DRAFT

Bond: A written promise to pay a specified sum of money, called the face value or principal amount, at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a specified rate.

Budget message: Explanation of the budget in fiscal terms and in terms of work programs. It outlines the proposed financial policies of the government entity for the ensuing fiscal year, describes any important features of the new budget, and indicates any major changes for the current year in financial policies, expenditures, and revenues, along with the reason for changes. Includes a summary of the government entity's debt position.

Building code: A set of regulations governing building construction.

Building permit: An official document issued by a city, township, or county that grants permission to a contractor or private individual to erect a building or make an improvement to an existing structure.

Bulk regulations: Zoning ordinance restrictions on the density, height, location, and lot coverage of buildings.

Callable bond: A type of bond that allows the issuer to pay the obligation before the stated maturity date by giving notice of redemption in a manner specified in the bond contract.

Capital budget: A plan of proposed capital outlays and the means of financing them.

Capital Improvement Program (CIP): A program of when, where, and how much a city plans to invest in public services over the next five to ten years.

Cash: An asset account reflecting currency, coin, checks, postal and express money orders, and banker's drafts on hand or on deposit with an official or agent.

Certificate of occupancy: Official notice that a building is in accord with the building and housing codes and may be used or occupied.

Charter: A document setting forth the principal functions and organization of a city or corporation.

Comprehensive plan: The plan depicting the proposed use of land in the city, guiding the adoption of zoning regulations, etc.

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Conditional use permit: A conditional use permit allows a development in a zoning district where the specifics of the proposed development are subject to review to determine the suitability of the development as proposed. A conditional use permit cannot be denied simply to prevent the use.

Consent agenda: Items on the City Council agenda requiring council action. These items are usually non-controversial and are acted on together with one motion.

Contract: A contract, for purposes of bidding laws, is an agreement for the sale or purchase of supplies, materials, equipment, or the rental thereof or the construction, alteration repair or maintenance of real or personal property.

Debt: An obligation resulting from the borrowing of money or from the purchase of goods and services.

Debt limit: The maximum amount of gross or net debt that is legally permitted.

Debt Service fund: A fund established to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Deficit: (1) The excess of the liabilities of a fund over its assets. (2) The excess of expenditures over revenues during an accounting period; or, in the case of proprietary funds, the excess expense over income during an accounting period.

Delegation: The process of allowing someone to perform a task that the council is authorized to perform, such as conducting a hearing. A proper delegation must be made under the terms that define and instruct the person exercising the delegated power.

Density: The number of buildings, offices, or housing units on a particular area of land.

Depreciation: (1) Expiration in the service life of fixed assets, other than wasting assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy, or obsolescence. (2) The portion of the cost of a fixed asset other than a wasting asset, which is charged as an expense during a particular period.

Due process: Due process means that a person's property interests cannot be affected without being advised of the basis upon which the adverse action is taken and the opportunity to be heard regarding the matter in a particular forum.

Easement: A right to use property owned by someone else, usually for a specific purpose.

Eminent Domain: The power of a government to acquire private property for public purpose.

Encumbrances: Commitments related to unperformed (executory) contracts for goods and services.

Enterprise fund: A fund established to account for operations (a) that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Entitlement: The amount of payment to which a state or local government is entitled as determined by the federal government under an allocation formula contained in applicable statutes.
Environmental Impact Statement: An impact study representing the combined efforts of many professionals such as biologists, environmentalists, planners, engineers, etc., and concentrating on the likely impact on the local environment that a certain project might be expected to have.

Equal protection: Equal protection is a constitutional law concept that all people receive the same protection of the law. That is, similarly situated people are treated similarly without regard to their race, creed, color, etc.

Fee: Recoupment of costs by the city as opposed to obtaining revenues in excess of costs of providing the service or regulating the activity (i.e. liquor license). A fee in excess of the costs of regulating or providing service is a tax.

Fiscal Year: A 12-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations.

Franchise: A right or privilege officially granted to a person or group by a government.

Frontage: The part of a lot that touches a road, street, or watercourse; usually expressed as a specific amount, such as 100 feet of road frontage.

Fund: A fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities.

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General fund: The fund used to account for all financial resources except those required to be accounted for in another fund.

General obligation bond: A bond secured by the general revenues of the City such that the City may be required to levy to make the payments required pursuant to the terms of the bond.

Gift (ethical purposes): Means money, real or personal property, a service, loan, a forbearance, or forgiveness of indebtedness, or a promise of future employment that is given and received without the giver receiving consideration of equal or greater value in return (Minnesota Statutes §10A.071 - https://www.revisor.mn.gov/statutes/?id=10A.071).

Grants: Contributions of gifts of cash or other assets from another government or public entity to be used or expended for a specified purpose, activity, or facility.

Harassment: The action of repeatedly annoying or tormenting another individual.

Hearing: A hearing (in the context of a city council meeting) is the opportunity to voice one's opinion to those making a decision.

Home rule charter: A home rule charter city has its powers and structure determined by an election of its citizens in adopting a charter, as opposed to a statutory city whose structure and powers are prescribed by state statute.

Improvements: Facilities that aid in land development. Improvements include streets, sewer and water lines, curbs, sidewalks, streetlights, fire hydrants and street signs.

Initiative: The process established by the charter whereby citizens place a proposed ordinance on the ballot. Initiative and referendum only apply to certain ordinances regulating conduct or establishing a procedure and may not be applied to administrative council actions.

Interested person: A person or representative of a person or association that has a direct financial interest in a decision that a local official is authorized to make.
Investments: Securities and real estate held to produce revenues in the form of interest, dividends, rentals, or lease payments. The term does not include fixed assets used in governmental operations.

Joint powers: Units of government may enter into joint powers agreements to do almost anything that any one of the governmental bodies can do. Examples include joint police or other services among cities.

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Judgment: An amount to be paid or collected by a government as the result of a court decision, including a condemnation award in payment for private property taken for a public use.

Land use: A broad term used to classify land according to present use and suitability for future uses, such as housing, open spaces and parks, commercial, industrial, etc.

Land use and development controls: Codes, resolutions, and ordinances enacted by local communities, townships, and counties under the authority of state enabling legislation. Such controls are designed and intended to be used for the protection of public health, safety, and welfare.

Lawful gambling: Lawful gambling refers to activities licensed by the state of Minnesota. Paddlewheels, tip boards, pull tabs, bingo, and raffles are the only permitted activities. All other forms of gambling are illegal.

Levy: (verb) To impose taxes, special assessments, or service charges to support governmental activities. (noun) The total amount of taxes, special assessments, or service charges imposed by a government.

Liabilities: Debt or other legal obligations arising out of transactions in the past, which must be liquidated, renewed, or refunded at some future date. This term does not include encumbrances.

License: A permit to engage in an activity. Also may refer to real property whereby a person is permitted to use or occupy real property.

Meeting: Where a quorum of a governing body is present, and information is received or discussed relating to matters that will come before the governing body, or an action is taken with respect to matters that might come before the governing body.

Motion: An oral action of the city council that is recorded in the minutes but is otherwise not formally set forth in written form.

Municipal bond: A bond issued by a state or local government.

Non-conforming use: A land use that does not comply with the ordinance of a zone it is in or does not comply with other land use regulations.

Nuisance: The use of land or behavior that brings harm or substantial annoyance to adjacent property owners or the public in general.

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Obligations: Amounts which a government may be legally required to meet out of its resources.

Ordinance: A formal legislative enactment by the governing board of a city. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the city to which it applies.

Parcel: A lot or group of lots under a single ownership.

Parliamentary procedure: Following the rules and customs of the council on how a meeting is conducted. The official process to accomplish city business.

Planning and zoning commission: An official body appointed by the governing body of a city, township, or county responsible for making the comprehensive plan. In addition, the planning and zoning commission makes recommendations to the governing body about the zoning ordinance and zoning decisions, on subdivisions, and general planning matters.

Plat: The map of a subdivision, showing the number and dimensions of lots, public rights of way, and easements.

Police power: The power of a city to establish penal ordinances that prohibit conduct, adopt zoning regulations, remove nuisances, and otherwise provide for the health, safety, and welfare of the community and its citizens.

Publish: Publishing a notice requires placing the item in the city's official newspaper for the specified period of time and in the specified form.

Quorum: The number of individuals necessary to transact business. A quorum is less than all of the members and is generally the number required to adopt an item, usually a simple majority of the body's members.

Referendum: A referendum is accomplished by the petition of the electorate to have an ordinance submitted to an election before it may become effective.

Resolution: A written action of the council adopted by voice vote of the council that records and sets forth the action taken by the council.

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Revenue bond: A bond that is secured by the stream of payments received from some particular project or undertaking as opposed to the general revenues of the city.

Right of way: The right to cross over property. A right of way usually refers to public land on which a street is built. The right of way includes not only the street but also the land between the street and the sidewalk.

Right to know: Legislation requiring employers to advise employees regarding hazardous materials in the workplace.

Setback: The distance required to locate a building from a road, property line, or other building.

Special assessment: The levying of a charge against property that has received a benefit from a particular project or activity undertaken by the city. The special assessment becomes part of the funding mechanism to defray the project's cost.

Special district: A special unit of local government created to provide a specific service, such as water and sewer and fire protection.

Special service district: A special service district is a district authorized by special legislation that allows for the imposition of service fees for services rendered in the district. It is available for use in industrial, commercial, or public utility applications.

Statute: A written law enacted by a duly organized and constituted legislative body.

Stormwater: Any flow occurring during or following any form of natural precipitation.

Subdivision: The legal separation of a parcel of land into lots for future sale and/or development.

Substandard housing: A broad classification for housing condition, rated in degrees of major and minor, which indicates that a certain dwelling unit is deficient for general use.

Surety bond: A written promise to pay damages or to indemnify against losses caused by the party or parties named in the document through nonperformance or defalcation.

Tax: A tax is a charge levied against property or an activity. Cities may only impose taxes pursuant to specific statutory authorization.

Tax increment financing: A development tool whereby the taxes generated by a development or redevelopment are used to pay the project costs incurred by the city. The additional taxes generated by development are used to reimburse the city's project costs.

Tax lien: Claims which governments have upon properties until taxes levied against them have been paid.

Tax rate: The amount of tax stated in terms of a unit of tax base.

Taxes: Compulsory charges levied by a government for financing services performed for the common benefit.

Tract: Land under single ownership or control.

Variance: The decision to alter the provisions of a land use ordinance, usually on a single piece of land.

Vote: At a council meeting, the formal decision on an item. Votes may be taken by roll call or by voice, but the minutes of the meeting must reflect how each member voted.

Zone: An area or areas of the town where certain land uses are permitted, and other uses are prohibited by the zoning ordinance.

Zoning: A regulatory approach to land use that defines what types of buildings, activities and construction may occur in a district. For example, single-family residential, commercial, light industrial, etc.

APPENDIX III

TIPS FOR SUCCESSFUL PUBLIC SERVICE

- Speak the majority vote (rather than personal vote) of the City Council to avoid confusing the public.
- Learn about the City, its history, operations, finances, City ordinances, charter, and policies.
- Devote sufficient time to the office and to studying the present and future problems of the community.
- Save energy and time by setting priorities. Governing a city requires a team effort. Be a team player.

- Use caution when making public decisions because they represent the community. Be careful not to allow personal experience to influence decisions and focus on what the community needs as a whole. Take budget preparation seriously because it influences the next year as well as the future years.
- Make decisions based on public policy and be consistent. Treat similar situations similarly and avoid favoritism.
- Be proactive. Focus on ways to prevent problems. Find the long-term public interest of the community rather than focusing on the demands of special interest groups.
- Be thoughtful when making decisions and be careful not to rush to judgment.
- Embrace change. Look for ways to be responsible through new ideas from the community, staff, the public, and other council members.
- If not sure of an answer to a question, it's okay to say "I don't know the answer," then find the answer to that question within a reasonable time limit. Providing correct information is important. The city manager can generally be very helpful.
- Remember that most decisions and actions require the approval of the governing body, and this takes a majority vote.
- Keep in mind that council members have legal authority as a governing body member only when the governing body is in legal session.
- Keep other council members and the city manager in the communication loop about topics because this puts everyone on the same page.
- Participate in official meetings with the dignity and decorum fitting those who hold public trust.
- Personal dress and courteous behavior at meetings help create an environment for making sound public decisions.
- Conduct official public meetings with some formality and follow rules of procedure. Formal meetings expedite the process and tend to promote better decision-making.
- Ask questions.
- Be active. Vote yes or no on motions. Respect an official position and share it as the voice of one City Council.
- Respect the letter and intent of the open meeting law. Be trusted by not repeating information under any circumstances unless there is a professional reason to do so.
- Retain competent key employees, pay them well, trust their professional judgment, and recognize their authority and responsibilities.
- Focus on policy-making and allow the city manager to work with the City's day-to-day operations. Work within the system by directing businesses and people to city staff as appropriate (such as suppliers and vendors). Direct contact with governing body members should be with the governing body as a whole.
- Be accountable for policies and decisions made.
- Be positive and ask the right questions. "How can we do this?"

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- Learn to evaluate recommendations and alternative courses of action. Request options and encourage imaginative solutions.
- Focus on the long-term future of the City to avoid taking short-term gains at the expense of long-term losses.
- In determining the public interest, balance personal rights and property interests, recognize that decisions must be made with the best interest of those involved in mind.
- Focus on the total development – physical, economic, and social – of the community.
- Keep in contact and cooperate with federal, state, county, and school officials. Cities must work within the intergovernmental system to be effective.
- Get to know officials of neighboring and similar size cities. Visit other cities, particularly those with a reputation for being well-run.
- Listen to fellow council members and the public to better understand what they are trying to say.
- Keep constituents informed and encourage citizen participation.
- Remember what's said privately and publicly can often be seen as news. Be friendly and deal effectively with the news media and represent the city council as one voice. Consult with the city manager if you have any questions or need help. Be careful about rumors. Check them out and help clarify any false information.
- Take care in those appointed to boards and commissions to ensure they are capable and representative of the whole community.
- Use manuals, guides, and other technical assistance and information. Attend workshops and conferences to grow.
- Time management can help balance City service with other priorities. Establish personal goals and objectives.
- Focus on the future, and try to leave the City better than when first becoming a council member.
- At least once a year, schedule a governing body discussion to review processes and procedures. Ask "How are we doing? How can we do things better?"
- Be enthusiastic about public service and the privilege to serve and make it a fun and rewarding experience.
- Be a leader, as well as part of the team of elected and appointed officials who were selected to make the city an even better place to live.
- Celebrate! Good things do happen. Let the public share those successes.

Source: League of Kansas Municipalities, 1990

DRAFT

RESOLUTION NO. 2026-004

A RESOLUTION APPROVING THE 2026 CITY COUNCIL HANDBOOK

Annually the Council reviews and approves the City Council Handbook, and the City council met in a Work Session on January 5, 2026, to discuss the City Council Handbook,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Columbia Heights, to approve the 2025 City Council Handbook as drafted:

Passed this 12th day of January 2026

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

Attest:

Sara Ion, City Clerk/Council Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12, 2026

ITEM:	**Consideration of a Rental Density Cap Exemption for 4129 7th St NE**
Presenting Item: Aaron Chirpich, City Manager	
DEPARTMENT: Comm Dev	**BY/DATE: City Planner, 1/5/2026**

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_ Community that Grows with Purpose and Equity
_ High Quality Public Spaces
_ Safe, Accessible and Built for Everyone
_ Engaged, Effective and Forward-Thinking
X Resilient and Prosperous Economy
_ Inclusive and Connected Community

BACKGROUND

December 17st, 2025 City Staff received a request from the homeowners of 4129 7th Street NE for an exemption from the single-family rental density cap. The property is located on Block 85 with 2 single family rental out of 14 total single family units and an allotment of 2 single family rentals. The applicant is requesting permission to rent out their home for a short period of time. The owner does not own any other properties that staff could identify and has worked with the City's time of sale team to insure all compliance orders have been addressed from the recent sale. Attached is the narrative that staff received.

The applicant is appealing staff's decision that the application does not fall within the outlined exemption process in City Code. While the applicant's narrative does not align with the recent changes to the staff-authorized exemption process, this request does meet the intent of the City Councils previous rulings. Therefore, staff recommends approval of the exemption request. This item has been placed on the consent agenda for the upcoming City Council meeting due to this recommendation. If the Council wishes to remove it from the consent agenda for further discussion, staff will be available to answer any questions.

If approved, Resolution 2026-005 would grant a temporary rental license exemption to the homeowner with a few additional requirements. The homeowner is required to complete the license application process within 6 months from the passage of the resolution. This puts a limit on how long they can take to bring the house into rental compliance if needed. The temporary rental license will be valid for two years from the date that the license is approved. This provides the homeowner with the ability to rent the home for a full two-year lease. After the term of the temporary license, the persons requesting a temporary license must make an annual application to the City.

RECOMMENDED MOTION(S):
MOTION: Move to waive the reading of Resolution 2026-005, there being ample copies available to the public. MOTION: Move to adopt Resolution 2026-005, a resolution approving the single-family rental exemption request for the rental application at 4129 7th Street NE, Columbia Heights, MN 55421.

ATTACHMENT(S)

1. **Letter from Homeowner**
2. **Resolution 2026-05**
3. **Location of Property**

Columbia Heights City Council
590 40th Avenue NE
Columbia Heights, MN 55421

17 December 2025

Dear Mayor and Council Members,

I'm writing to ask for your understanding and approval of a temporary rental license for my home at 4129 7th Street NE.

[redacted]

[redacted]

Before turning to the option of renting, we tried the least complicated and most traditional route: selling the house. We listed it from July through November of this year, even though selling after only four years of owning (especially our first home) felt far from ideal. Even though we lowered the price multiple times, we still had no takers. By the time we pulled it from the market, we were facing the likelihood of even further financial loss if it sold. Throughout those months, we continued paying the mortgage, which deepened the strain we were already under, and of course we continued to care for the home. We have kept the lawn mowed, the leaves raked, and now the snow shoveled. It's a beautiful house that we love, and maintaining it has been important to both of us.

Renting the home temporarily is not a business decision or an investment strategy; it is the last remaining option that would allow us to recoup some of these losses and stabilize financially after the divorce. I understand and respect the City's efforts to manage rental density, but I am hopeful that the temporary-license process exists for situations like mine, where a homeowner is navigating a genuine period of transition and financial hardship.

Being able to rent out the house, even for a year or two, would give me crucial breathing room. I'd share the income equally with my ex-husband, of course, and the rest would help me buy food and necessities, save a little, and begin rebuilding my life. This request isn't from a developer adding properties to an investment portfolio. It's from a real person navigating a difficult transition, trying to support her children, who wants to keep the house in good condition until we can decide on the next chapter for it. I understand the responsibilities of renting and am committed to meeting all inspection, safety, and compliance requirements. Renting the home temporarily would not change the character of the block either - it would simply allow another family to enjoy the home as it's intended while I regain my footing.

I deeply appreciate your consideration of my request for temporary relief permitted under the ordinance, and the opportunity to present my situation. Thank you for your service to the community and for being willing to hear the human stories behind these requests.

With respect and gratitude,

[redacted]

RESOLUTION NO. 2026-005

A RESOLUTION APPROVING SINGLE FAMILY RENTAL EXEMPTION REQUEST FOR THE RENTAL APPLICATION AT 4129 7th STREET NE, COLUMBIA HEIGHTS, MN 55421

BE IT RESOLVED BY the City Council (the "Council") of the City of Columba Heights, Minnesota (the "City") as follows:

On August 14, 2023, the Council approved ordinance 1685 which established a rental density limit for detached single-family rental dwellings by splitting the city into blocks and caping the number of rentals per that block; and

Ordinance 1685 establishes that applicants that are not allowed to obtain a single-family rental license because of the density limits will be able to request an exemption which shall be reviewed by city staff; and,

If the applicant receives a negative ruling on its exemption request they may appeal to the City Council which the Council has sole discretion to grant the exemption request for a specified period of time; and,

The City has received a request from the owner of 4129 7th Street NE, Columbia Heights, MN 55421 to make an exception for the property and allow a 2 year new rental license to be issued.

NOW, THEREFORE, BE IT RESOLVED, the City does hereby approve the exemption request for 4129 7th Street NE, Columbia Heights, MN 55421, allowing the homeowner to apply for a temporary rental license, with the addition of the following requirements.

1. The owner of 4129 7th Street NE, Columbia Heights, MN 55421 must apply for and complete the licensing process, to receive the temporary license, within 6 months of the passage of this resolution.

2. The temporary rental license shall be valid for the period of one year after the date that the license has been approved.

3. After the one-year term of the temporary license, the property owner may re-apply for the temporary license again for an additional year resulting in a 2 year total rental density exemption.

ORDER OF COUNCIL

Passed this _____ day of _____, 2026

Offered by:
Seconded by:
Roll Call:

_____
Amáda Márquez Simula, Mayor

Attest:

_____
Sara Ion, City Clerk/Council Secretary

Location Map



THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Final payment to the City of Minneapolis for 37th Avenue and 37th Place Reconstruction Project from Central Avenue to Stinson Boulevard.**
Presenting Item: **Aaron Chirpich, City Manager**	
DEPARTMENT: Engineering	**BY/DATE:** Rochelle Widmer / January 8, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
X Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
_Resilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

The City of Columbia Heights participated in the 37th Avenue and 37th Place Full Street Reconstruction projects, City Project Numbers 2110 and 2306, with the City of Minneapolis for a final contract amount of $11,397,978.12 according to plans and specifications. Columbia Heights is responsible for paying Minneapolis $3,195,399.19 for the non-federal portion of the Columbia Heights cost. The City of Minneapolis acted as lead agency for the project. The project reconstructed the pavement surface, curb and gutter, green stormwater infrastructure, lighting, and sidewalks, as well as construction of a multiuse trail.

Funding was provided by a federal grant, an MWMO grant, assessments, State Street Aid; and the City's Infrastructure and Utility Funds.

SUMMARY OF CURRENT STATUS

The contractor has completed the 37th Avenue and 37th Place Reconstruction project, City projects 2110 and 2306.

STAFF RECOMMENDATION

Staff recommends final payment to the City of Minneapolis, as work has been completed in accordance with the contract documents.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-009, there being ample copies available to the public.

MOTION: Motion to adopt Resolution 2026-009 accepting the work for the 37th Avenue and 37th Place Reconstruction project, City Projects 2110 and 2306, authorizing the final payment of $1,045,229.17 to the

City of Minneapolis, and amending the project budget in the amount of $285,551 in net change orders approved by the City Manager under the City's purchasing policy.

ATTACHMENT(S)

Engineer's Report of Final Acceptance
Final invoice from the City of Minneapolis
Resolution No. 2026-009

CITY OF COLUMBIA HEIGHTS
ANOKA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

37TH AVENUE AND 37TH PLACE RECONSTRUCTION PROJECT
CITY PROJECTS 2110 AND 2306

January 8, 2026

TO THE CITY COUNCIL
COLUMBIA HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under the Joint Powers Agreement with the City of Minneapolis in contract with Eureka Construction, Inc. The work consisted of the following: reconstruction of the pavement surface, curb and gutter, green stormwater infrastructure, lighting, and sidewalks, as well as construction of a multiuse trail. The contractor has substantially completed the project in accordance with the contract.

It is recommended; herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	**$5,696,860.02**
CHANGE ORDERS	**$389,866.52**
FINAL CONTRACT AMOUNT	**$6,086,726.54**
FINAL WORK APPROVED	**$3,195,399.19**
ALL PRIOR PAYMENTS	**($2,150,170.02)**
BALANCE DUE	**$1,045,229.17**

Sincerely,

CITY OF COLUMBIA HEIGHTS

Rochelle Widmer
City Engineer

Minneapolis
City of Lakes

City Of Minneapolis

INVOICE

Page:	1 of 1
Invoice :	901093701088
Invoice Date:	12/8/25
Customer No:	612100220
Payment Terms:	Due in 30
Due Date:	1/7/26

Please Remit To:

CITY OF MINNEAPOLIS
PO BOX 77038
MINNEAPOLIS, MN 55480-7738

Bill To: CITY OF COLUMBIA HEIGHTS
ATTN: ROCHELLE WIDMER
3989 CENTRAL AVE NE
COLUMBIA HEIGHTS, MN
55421

Invoice Amount: 1,045,229.17 USD

For billing questions, please call 612-673-2555

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Joint Powers Agreement	1.00	DLR	1,045,229.17	1,045,229.17

37th Avenue NE Reconstruction Project -
Central Ave NE to Stinson Blvd
Contract #COM0006824

Invoice Amount: 1,045,229.17

TOTAL AMOUNT DUE: 1,045,229.17 USD

Please detach and return with payment

Minneapolis
City of Lakes

City Of Minneapolis

Invoice Date:	12/8/25
Due Date:	1/7/26
Customer No:	612100220
Invoice:	901093701088
Invoice Amount:	1,045,229.17

Amount Enclosed $ ☐☐☐,☐☐☐.☐☐

☐ *Check here and see reverse for address correction*

Make Checks Payable to Minneapolis Finance Department

CITY OF MINNEAPOLIS RECEIVABLES
PO BOX 77038
MINNEAPOLIS, MN 55480-7738

CITY OF COLUMBIA HEIGHTS
ATTN: ROCHELLE WIDMER
3989 CENTRAL AVE NE
COLUMBIA HEIGHTS, MN
55421

612100220 901093701088 104522917 1

RESOLUTION NO. 2026-009

A resolution of the City Council for the City of Columbia Heights, Minnesota,

In April 2023, the City Council for the City of Columbia Heights entered into a joint powers agreement with the City of Minneapolis to construct and complete City Project Numbers 2110 and 2306, 37th Avenue and 37th Place Reconstruction.

FINDINGS OF FACT

Those projects have been completed as specified and noted in the City Engineer's Report of Final Acceptance.

Under the terms of the joint powers agreement, final payment is due to the City of Minneapolis.

Now therefore, in accordance with the foregoing, and all ordinances and regulations of the City of Columbia Heights, the City Council of Columbia Heights makes the following:

ORDER OF COUNCIL

The City of Columbia Heights accepts the work for the 37th Avenue and 37th Place Reconstruction project, City Projects 2110 and 2306, authorizes the final payment of $1,045,229.17 to the City of Minneapolis, and amends the project budget in the amount of $285,551 in net change orders approved by the City Manager under the City's purchasing policy

Passed this 12th day of January, 2026

Offered by:
Seconded by:
Roll Call:

_____
Amáda Márquez Simula, Mayor

Attest:

_____
Sara Ion, City Clerk/Council Secretary

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12, 2026

ITEM:	**Authorize Payment of Eureka Construction Work Order #031, to Correct a 37th Place Stormwater Improvement in the amount of $38,414.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Finance	**BY/DATE:** Joe Kloiber / January 7, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
X High Quality Public Spaces	_Resilient and Prosperous Economy
X Safe, Accessible and Built for Everyone	_Inclusive and Connected Community

BACKGROUND

In collaboration with the City of Minneapolis, the City reconstructed 37th Ave NE from Central Ave to Stinson Boulevard and 37th Place during 2023 and 2024. Under the Joint Powers Agreement (JPA) with the City of Minneapolis for that project, the construction contract was awarded to Eureka Construction, Inc. and managed primarily by the City of Minneapolis. The JPA calls for Columbia Heights to pay Minneapolis, who in turn pays Eureka.

This project included a certain stormwater improvement within Columbia Heights, adjacent to 37th Place. Following completion of construction, it was determined that the improvement failed, not due to Eureka's work, but due to the design of the improvement. Consequently, representatives of Eureka, the City of Minneapolis, and the City of Columbia Heights met in early 2025 to plan the re-design and re-construction of this improvement. Through this meeting, Eureka was directed to proceed with the proposed correction, and the City of Columbia Heights' understood this work would be treated by the City of Minneapolis as a change order to Eureka's contract under the JPA. Therefore, City of Columbia Heights staff did not request that the Columbia Heights City Council award a contract for work this to Eureka before work began.

After Eureka completed the work in 2025, City of Columbia Heights staff learned that the City of Minneapolis did not include this work as part of Eureka's contract under the JPA. On November 11th, 2025, Eureka billed the City of Columbia Heights directly for this work in the amount of $38,414.

SUMMARY OF CURRENT STATUS

Eureka has not been paid yet. They were given valid direction to proceed with the work, and they satisfactorily completed it. The City of Columbia Heights is obligated to pay Eureka's invoice, even though the process inadvertently did not follow the City's purchasing policy, which requires most contracts over $25,000 to be awarded by the City Council before work begins.

Funding for the $38,414 of work is available under the portion of the 37th Ave project budget within the Stormwater Fund.

STAFF RECOMMENDATION

Since the purchase amount is greater than the City Manager's authority in this case, staff recommends the City Council authorize payment to Eureka, as a means to memorialize acceptance of the terms under which the work was awarded to Eureka. These terms are detailed in the attached work order.

RECOMMENDED MOTION(S):
MOTION: Move to authorize payment of Eureka Construction Work Order #031, to correct a 37th Place stormwater improvement in the amount of $38,414.

ATTACHMENT(S)

Eureka Construction Inc Field Work Order #FWO-031

Eureka Construction, Inc.
20141 Icenic Trl
Lakeville, MN 55044
Phone: (952) 469-5685 Fax: (952) 469-5228

Eureka Field Work Order #: FWO-031

Date Submitted: 09/11/25
11/11/2025

Bill To: **City of Columbia Heights**

Project Name: **37th Ave NE Reconstruction**
Eureka Project No: **23-004**

Owner: **City of Columbia Heights**
Prime Contractor: **Eureka Construction, Inc.**
City Project No. **'113-101-013**

PLEASE CHECK ALL THAT APPLY:

☑ Work Has Been Completed

☑ Supporting Information Attached

☐ Proposed Work To Be Approved By Owner (Work Not Completed)

Description of Work:

Re-doing pond at 37th Place

Labor	Material	Specialty Contractor	Misc. Compensation	Equipment Rental	Prime Contractor Allowance	Total
$ 11,700.76	$ 2,222.14	$ 18,901.29	$ 52.50	$ 5,537.80	$ -	$ 38,414.49

Approved By: _____
Owner Representative Signature

_____
Print Name

Owner Change Order #: _____
Owner Work Order #: _____
Owner Supplemental Agreement #: _____
To Be Paid in Bid Item(s): *See Add'l Comments*

Additional Comments:

Mn/DOT TP-21659 (1-93)

Eureka FWO#: FWO-031

STATE OF MINNESOTA - DEPARTMENT OF TRANSPORTATION

SUMMARY OF DAILY FORCE ACCOUNT

SUPPLEMENTAL AGREEMENT No. _____ / WORK ORDER No. _____ Sheet 1 of 1

S.P. No. 113-101-013 Fed. Proj. No. _____ Contract No. _____ Contractor/Sub: _____

For Period From 2025 to 2025 Sta. _____ to Sta. _____ Engineer: _____

LABOR

TOTAL HOURS	Position Title	Reg. Hours	OT Hours	Pay Rate	Reg Amount
	Operator/Foreman Ryan Spycha	22.75	9.75	$ 49.24	$ 1,840.35
	Operator (Chad Bretl)	2.80	1.20	$ 47.24	$ 217.30
	Operator (Kevin Weatherly)	8.40	3.60	$ 47.24	$ 651.91
	Operator (Dustin Pieper)	16.10	6.90	$ 42.77	$ 1,131.27
	Laborer (Diego Zarazua)	22.40	9.60	$ 45.50	$ 1,674.40
	30% of man-hours are O.T. as an average				

SUB-TOTAL (Taxable Wage)	$ 5,515.23
PLUS 62 % of Taxable Wage	$ 3,419.44
SUB-TOTAL	$ 8,934.67
Other Labor-related costs chargeable to This Supplemental Agreement / Work Order	
Health and Welfare	$ 1,331.25
Pension Fund	$ 1,219.02
Other Fringe Benefits	$ 215.83
Travel	$ -
Subsistence	$ -
TOTAL OF LABOR	$ 11,700.76

MATERIAL

No.	Kind of Material	Rate	Amount
15.93	Class II Rip Rap	$ 33.15	$ 528.08
1.00	Biologs	$ 430.00	$ 430.00
34.00	Tons of Class 5	$ 12.00	$ 408.00
15.00	CY of Loam Topsoil	$ 17.50	$ 262.50
4.51	Class II Rip Rap	$ 31.15	$ 140.49
	SALES TAX (9.227%):		$ 163.23
	SUB-TOTAL:		$ 1,932.30
	PLUS 15 %		$ 289.84
	TOTAL OF MATERIAL		$ 2,222.14

1904 (7) SPECIALTY CONTRACTOR / SUBCONTRACTOR

Invoice Cost Specialty Contractor (10% 1st 50,000/2% of rest)

(A) $ 17182.99 @ 10% = $ 18,901.29

(B) $ _____ @ 2% = $ -

TOTAL BY SUBCONTRACTOR $ 18,901.29

1904 (4) MISC. COMPENSATION

Type: i.e. dump fees, permits, etc.

(A) $ 50 @ 5% = $ 52.50

(B) $ _____ @ 5% = $ -

TOTAL MISC. COMP. $ 52.50

EQUIPMENT RENTAL

No.	Description	Total Hours	Rate	Amount
	Chevy 2500/3500	32.50	$24.00	$ 780.00
	(BH-23-02) 2023 LINKBELT 145X4 Spin Ace	12.00	$79.92	$ 959.04
	(SK-25-03) CAT 265	4.00	$80.57	$ 322.28
	(DT-94-01) Single Axle Dump Truck	2.00	$40.00	$ 80.00
	(SK-22-01) (SK-2202) SK-23-02)T66 Bobcat	24.00	$81.52	$ 1,956.48
	Quad Axle Dump Truck	23.00	$60.00	$ 1,380.00
	Single Axle Dump Truck	1.50	$40.00	$ 60.00

SUB-TOTAL $ 5,537.80

PLUS 0 % (Bluebook Rates) $ -

TOTAL OF EQUIPMENT $ 5,537.80

COMPUTATION OF PRIME CONTRACTOR ALLOWANCE

(A) $ _____ @ 10 % = $ -

(B) $ _____ @ 2 % = $ -

TOTAL ALLOWANCE (A + B) $ -

GRAND TOTAL $ 38,414.49

Send original and two copies to Central Office with Final Estimate.
All copies must be signed by the Engineer, and the Contractor or their Authorized Agent.

Note: When material is billed on this sheet, receipted invoices must accompany same.

See Const. Manual 5-591.484 for instructions in preparation.

The above report includes only items chargeable to Supplemental Agreement No. _____ /Work Order No. _____

Engineer _____ Contractor Eureka Construction, Inc.

By _____

FRINGE BENEFITS SUMMARY

Contractor: Eureka Construction, Inc. SA #:
Sub-Contractor: Work Order #: FWO-031
S.P. No: '113-101-013

UNION	S.T. HOURS	O.T. HOURS	TOTAL HOURS	HEALTH AND WELFARE	PENSION	OTHER						TOTAL FRINGE BENEFITS DUE		
						S.T. VACATION	O.T. VACATION	APPRENTICESHIP & TRAINING	* ADMIN DUES	LECET/FCF	IPF / PAC	HEALTH & WELFARE	PENSION	OTHER
Laborers	22.40	9.60	32.00	$ 9.65	$ 11.17	$ 3.00	$ 4.50	$ 0.42	$ -	$ 0.12	$ 0.06	$ 308.80	$ 357.44	$ 156.48
Operators	50.05	21.45	71.50	$ 14.30	$ 12.05	$ -	$ -	$ 0.80	$ -	$ 0.03	$ 0.06	$1,022.45	$ 861.58	$ 59.35
									TOTAL FRINGE BENEFITS:			$ 1,331.25	$ 1,219.02	$ 215.83

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Renewal of Canvas Health Social Worker Contract.**
Presenting Item: *Aaron Chirpich – City Manager*	
DEPARTMENT: Police	**BY/DATE:** Deputy Chief Johnston **/** January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
x_Safe, Accessible and Built for Everyone
x_Engaged, Effective and Forward-Thinking
_Resilient and Prosperous Economy
x_Inclusive and Connected Community

BACKGROUND

The police department has been in partnership with Canvas Health since 2021 to embed two full-time mental health professionals in the police department that co-respond with officers to individuals in crisis and provide other support and resources to the community on an as-needed basis. This partnership has worked well for Columbia Heights police department and community.

SUMMARY OF CURRENT STATUS

In 2025, Canvas Health notified the police department of increased costs of the program in 20206 due to increased wage rates and other factors. This increase was in-line with market conditions and was budgeted for 2026. The new rate is $137,000 per year and the contract will auto-renew unless terminated.

STAFF RECOMMENDATION

Staff recommend approving the new agreement terms and authorizing the City Manager and/or Police Chief to enter into agreement with Canvas Health.

RECOMMENDED MOTION(S):

MOTION: Move to authorize the City Manager and/or Police Chief to enter into an updated agreement with Canvas Health to provide two full-time mental health professionals to co-respond with police officers to individual in crisis calls for a cost of $137,000 annually.

ATTACHMENT(S)

2026 Canvas Health Agreement

CONTRACT BETWEEN THE CITY OF COLUMBIA HEIGHTS

AND CANVAS HEALTH, INC.

THIS AGREEMENT is made and entered into by and between the City of Columbia 3989 Central Ave NE, Columbia Heights, MN 55421 (hereinafter referred to as the "CITY") and Canvas Health, Inc., a Minnesota corporation (hereinafter referred to as the "CONTRACTOR"), 7066 Stillwater Blvd North, Oakdale, MN 55128.

WHEREAS, the CONTRACTOR warrants that it is appropriately qualified, licensed and based upon training in areas specifically related to providing mental health, substance use, and crisis services; and

WHEREAS, the CITY wishes to purchase the services of the CONTRACTOR to develop and provide a collaborative crisis intervention response program, and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the CITY, through its Public Safety Department, and the CONTRACTOR agree as follows:

I. Term of Agreement.

The CONTRACTOR agrees to furnish services during the period commencing **January 1, 2026** (the "Effective Date"), through **December 31, 2026**, irrespective of the date of signatures/execution below. The Contract period shall automatically renew for a subsequent period of the same length unless either party gives the other, at least ninety (90) days, written notice of termination. Any changes to the contract, including but not limited to the annual review and negotiation of payment rates, will be updated through amendments as needed.

II. Services to be Provided and Reporting.

A. The Contractor will provide either licensed mental health professionals or clinical trainees who will be stationed at the CITY'S Police Department to respond with police officers and/or community health workers to individuals who are deemed to be experiencing a mental health or substance use crisis and need resources, coordination of care, and outreach. If a position is filled by a clinical trainee that trainee will always have access to a mental health professional. The CONTRACTOR'S mental health staff is an extension of mobile mental health crisis services and will work alongside the Police Department to de-escalate situations, as well as to connect individuals in need with support resources and provide follow-up.

B. The CONTRACTOR performs intensive mental health services. These positions are collaborative in nature and require working closely and being sensitive to relationships with local schools, court services, private providers, outside resources and internal programs at Columbia Heights, Anoka County, and Canvas Health. The services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

C. The CONTRACTOR will be solely responsible for providing mental health clinical and

administrative supervision of the mental health professional or practitioner.

D. The CITY and the CONTRACTOR will oversee development and implementation of the program, the record keeping functions, and measurement of program outcomes.

E. This service is considered an extension of the Mobile Mental Health Crisis Services operated by the CONTRACTOR and is responsible for providing mental health assessment, consultation, coordination of care, and outreach as identified above. Where possible the CONTRACTOR may bill a client's Medicaid, Prepaid Medical Assistance Programs (PMAP), Medicare, or other third-party health insurance for certain designated services as the client has coverage and as the client is willing to provide the CONTRACTOR their insurance information for billing purposes. The CONTRACTOR may retain these revenues to offset the total cost of providing the service described in this contract with the understanding that the anticipated volume of service billing is low.

III. Cost of the Agreement/Billing Instructions.

Services will be billed monthly by the CONTRACTOR to the CITY at a rate of $137,000 per year or $11,416.67 per month.

IV. Payment for Services.

Payment for services shall be made directly by the CITY to the CONTRACTOR within 35 days of the CITY'S receipt of an invoice from the CONTRACTOR, pursuant to Minnesota Statutes Section 471.425, Subd.2.

V. Indemnification and Insurance.

A. The CONTRACTOR agrees that in order to protect itself as well as the CITY, it will at all times during the term of this Agreement keep in force a general commercial liability insurance policy. The insurance policy must meet the tort liability limits under Minnesota Statutes, Sections 3.736 and 466.04. The CITY will be sent a current certificate of insurance on an annual basis.

B. Any insurance policy obtained and maintained under this Section shall provide that it shall not be cancelled, materially changed, or not renewed without 60 days prior notice thereof to the CITY.

C. Prior to the Effective Date of this Agreement, and as a condition precedent to this Agreement, the CONTRACTOR will furnish the CITY with a current Certificate of Insurance.

D. The CONTRACTOR and subcontractors of the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, employees, contractors, and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by the CONTRACTOR, its officials, employees, contractors, and agents engaged by the CONTRACTOR in the performance of the services pursuant to this Agreement.

VI. Compliance with Laws/Standards.

A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.

B. The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the subject matter thereof for which the CONTRACTOR is responsible.

1. By signing this Agreement, the CONTRACTOR certifies that it and its principals and its employees: Are not presently banned, suspended, proposed for banning, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or city; and have not within a three-year period preceding this Agreement:
   a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
   b. violated any federal or state antitrust statutes; or
   c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
   a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction;
   b. violating any federal or state antitrust statutes; or
   c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not aware of any information and possess no knowledge that any sub-contractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
4. The CONTRACTOR shall immediately give written notice to the CITY should the CONTRACTOR or employees of the CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statues; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property. In such instance, the affected employee will be immediately removed from providing any services to the City pursuant to this Agreement and may only be reinstated upon approval of the City. Should CONTRACTOR come under investigation for the allegations noted in this Paragraph, this Agreement may be, at the City's discretion, immediately terminated.

VII. Conditions of CONTRACTORS' and CITY'S Obligations.

A. The CONTRACTOR agrees to inform the CITY of changes in its ownership, organizational structure, board of director membership, and/or chief executive or chief operating officers within thirty (30) days of occurrence.

B. It is understood and agreed that in the event the funding source changes and/or is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of services to be provided by the CONTRACTOR under this Agreement, this Agreement may be terminated by either party.

C. The CONTRACTOR must provide at least 10 days prior notification to the CITY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of services to be performed by the CONTRACTOR under this Agreement. Upon such notification, the City must determine whether such inability will require modification or termination of the Agreement.

D. Either party may terminate this Agreement without cause upon giving the other party ninety (90) days written notice.

E. The CITY will compensate CONTRACTOR for services specified in this Agreement that have been delivered by CONTRACTOR. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.

F. CITY agrees to provide CONTRACTOR's staff with an appropriate workstation/space, suitable for a work environment. Such space will include access to a telephone, a computer with internet access, a desk and chair, and basic office supplies.

G. If the CITY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Agreement, the CITY may immediately terminate this Agreement for cause effective once notice has been provided to the CONTRACTOR's designated agent in Section XV of this Agreement.

VIII. Independent Contractor.

A. The CONTRACTOR and its employees, subcontractors, and agents are an independent contractor and neither the position nor the work of the CONTRACTOR or its employees, subcontractors, or agents shall cause the CONTRACTOR, its employees, subcontractors, or agents to be construed as an employee of the CITY in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services under this Agreement.

B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by CITY employees and is not eligible for workers' or unemployment compensation benefits.

C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or for Federal income taxes, FICA, FUTA, or otherwise, will be made by the CITY from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

IX. Data Practices.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the CONTRACTOR because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy. The CONTRACTOR must immediately report to the CITY any requests from third parties for information related to this Agreement including arising out of the services being performed by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR agrees to promptly respond to inquiries from the CITY concerning data requests.

X. Records-Availability and Retention.

A. Pursuant to Minnesota Statute Section 16C.05 subd.5, the CONTRACTOR agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Agreement.

B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Agreement.

C. Client records will NOT be in the possession of the CITY. They will be made available for view for the purposes of facilitating supervision by the CONTRACTOR.

XI. Audit and Record Disclosures.

The CONTRACTOR agrees to:

A. Maintain all records pertaining to the Agreement at address of CONTRACTOR for six (6) years for audit purposes.

B. The CONTRACTOR must provide the CITY with program expenditures as requested.

XII. Contractor Qualifications and Training.

A. The CONTRACTOR agrees to use only qualified personnel to provide any services provided by the CONTRACTOR under this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.

B. The CONTRACTOR agrees to provide or arrange for staff training as required.

C. A copy of the CONTRACTOR's staff training plan shall be provided by the CONTRACTOR to the CITY upon request.

D. A background check satisfactory to the CITY must be performed by the CONTRACTOR on all of the CONTRACTOR's employees prior to hire.

E. The CONTRACTOR agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes Section 626B.02, subd. 11.

F. The CONTRACTOR must follow all reporting requirements of Minnesota Statutes Chapter 626B and any other applicable statutes.

XIII. Subcontracting.

The CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the CITY and subject to such conditions and provisions as the CITY may deem necessary. With regard to any subcontractors so retained, the CONTRACTOR shall be responsible for their performance under this Agreement and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes Section 471.425.

XIV. Nondiscrimination.

During the performance of this Agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, sexual orientation, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

XV. Representatives.

The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the CITY, the authorized representative shall have only the authority specifically granted to that person by the City Council. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

City Designee
Chief Matt Markham
Columbia Heights Police Department
825 41st Ave. NE
Columbia Heights, MN 55421

Contractor Designee
Dr. Khu Thao
Chief Executive Officer
Canvas Health
7066 Stillwater Blvd. North
Oakdale, MN 55128
651-251-5042

XVI. Modifications.

Any alterations, variations modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced in writing, duly signed, and attached to the original of this Agreement.

No claim for services furnished by the CONTRACTOR not specifically provided in this Agreement will be allowed by the CITY nor must the CONTRACTOR do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the CITY. Such approval shall be considered a modification of the Agreement.

IN WITNESS THEREOF, the CITY and the CONTRACTOR, each intending to be bound by this Agreement, effective January 1, 2026, irrespective of the dates of the signatures, certifies that the appropriate person have executed the Contract, as required by applicable articles, by-laws resolutions and ordinances.

City of Columbia Heights	Canvas Health, Inc.
BY: _____	BY: _____
DATED: _____	DATED: _____

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	SECTION INFORMATION
MEETING DATE	JANUARY 12, 2026

ITEM:	**Authorization to Purchase and Outfit Police Vehicle**
Presenting Item: *Aaron Chirpich – City Manager*	
DEPARTMENT: Police	**BY/DATE:** Deputy Chief Johnston **/** January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
x_Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
_Resilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

As a part of the Police Department Capital Equipment replacement plan to maintain a safe and dependable vehicle fleet, the Police Department requests authorization to purchase one Ford Police Interceptor patrol vehicle. Marked squads are rotated out of the police fleet after five years of service, and rotated into another department in the city, who in turn get a better operating vehicle for conventional uses.

The advantages presented by the Utility include the added space for occupants and gear and increased maneuverability in poor weather conditions. The added room will be used to better store and carry police equipment and supplies to include entry tools, first aid equipment and tactical gear. In addition, the increased size of the passenger compartment in the Utility vehicle offers better room and comfort for our larger and taller officers. The vehicle will be purchased from the dealership awarded under the State of Minnesota Cooperative Purchasing Venture (CPV).

SUMMARY OF CURRENT STATUS

The police department is budgeted to purchase the following vehicles:

1 - 2026 Ford Police Interceptor AWD SUV *$48,100*

The police department is also budgeting to expend up to *$34,900* outfitting and setting up this vehicle for patrol use. This amount includes the standard set-up as has been done in the past, plus the purchase of necessary equipment for the squad including laptop computers.

The total budget for squad cars and set-up in 2026 is *$83,000.*

STAFF RECOMMENDATION

Staff recommend authorization to purchase the above listed vehicle and outfit it as budgeted.

RECOMMENDED MOTION(S):

MOTION: Move to authorize the Police Chief to purchase one 2026 Ford Utility Police Vehicle from the MN CPV vendor for $48,100, and to expend up to $34,900 for the outfitting and setting up of this vehicle for patrol use for a total cost of $83,000.

ATTACHMENT(S)

2026 Squad Budget

Item	Est Price	Ext.
Build Patrol Squad	$29,700.00	$29,700.00
Squad Graphics	$1,400.00	$1,400.00
Sub Total		$31,100.00
Outfitting total:		$34,900.00
Total		$83,000.00

Item	Est Price	Total
Ford Police Interceptor	$48,100.00	$48,100.00
Sub total		$48,100.00
MISC Equipment		
Squad Computers	$3,800.00	$3,800.00
		$3,800.00

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Public Safety Locker Replacement**
Presenting Item: *Aaron Chirpich – City Manager*	
DEPARTMENT: Police	**BY/DATE:** Deputy Chief Johnston **/** January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
_Engaged, Effective and Forward-Thinking
_High Quality Public Spaces
_Resilient and Prosperous Economy
x_Safe, Accessible and Built for Everyone
_Inclusive and Connected Community

BACKGROUND

The police department budgeted to replace the lockers in the public safety building in 2026 due to ongoing maintenance and function issues. The current lockers are prone to malfunction and jamming and repeated attempts to repair and maintain them have been unsuccessful. The women's locker room is in the worst shape with some officers not securing their lockers or needing to use tools to open them.

The police department has worked with Mid-America Business Systems to design a replacement using Space Saver lockers. These are the same brand of lockers used for our recent evidence locker replacement and the police department has found them to be high quality and has resolved the malfunction issues that were occurring in that location. Space Saver has listed the lockers through the State of MN Cooperative Purchase Venture (CPV) under contract #190771 and Mid-America is their local rep for the product. The quote for the purchase, assembly and installation of the lockers is $161,855.24.

Additionally, Mid-America has quoted the removal and disposal of the existing lockers at $5,017. Quotes were obtained to conduct the electrical work of disconnecting and reconnecting the electrical supply for the lockers. The quote from Collins Electrical for $5,080 was selected as best meeting the needs of the project.

The total cost of the project is $171,952. Funds were budgeted in the 411 building fund for 2026 for this project.

SUMMARY OF CURRENT STATUS

STAFF RECOMMENDATION

The police department recommends approval to replace the lockers in the public safety building.

RECOMMENDED MOTION(S):
MOTION: Move to authorize the Deputy Police Chief to purchase Space Saver lockers and installation from Mid-America Business systems in the amount of $161,855.24, and to contract for removal and electrical work as outlined above for a total cost of $171,952.

ATTACHMENT(S)
Mid America Locker Quote
Mid America Removal Quote
Collins Electric Quote

MID★AMERICA BUSINESS SYSTEMS

Price Quotat

2500 Broadway ST NE

Minneapolis,MN 55413

Phone:(612)378-3800

Fax:(612)378-3100

WWW.MID-AMERICA.COM

Customer Name & Address:

Columbia Heights Police

Spacesaver Lockers

State of Minnesota Contract #190771

Date:12-13-25	
F.O.B. Delivered	
PO #:	
Sales Rep:	Gil Roscoe Jr.
Expiration:	30 days
Terms:	Net 30
Taxable:	No

ITEM	QTY	SIZE OR CATALOG #	DESCRIPTION	UNIT	PER	PRICE
A	1	LOT	**Spacesaver Freestyle Lockers per layout** -Provide Spacesaver Freestyle lockers per drawing			$87,649.75
			-Men's Locker Room • (35) Full size • (6) 2 Tier 24" wide • (10) 2 tier 12" wide • (1) 18" wide Laundry Locker	Discount		-35,936.40
				Sub Total		$51,713.35
			-Women's Locker Room • (15) Full size • (4) 2 tier 24" wide • (4) 2 tier 12" wide			
			-Locker accessories include: * Full Size lockers • Garment hanger shelves • Boot tray • (3) 12" modular shelves • 3 hook bracket hanger • (2) single hooks • Body armor tray • External access drawer • Digilock • 2 standard power receptacles per locker *2 tier 24" wide • Garment hanger shelves • Digilock • Top lockers include 2 standard power receptacles *2 tier 12" wide • Lock hasp • 3 hook bracket hanger *18" wide Laundry Locker • Lock hasp • (2) standard shelves			

			-All locker doors have 1 locker tag -Slope tops in men's room as noted in drawing -(1) Manager key for Digilocks			
			Off Contract with same discount as on contract Includes hat channels for concealing power components where sloped tops won't work, Digilock doors	Discount		$164,740.50 -67,543.61
				Sub Total		$97,196.89
			COLOR: Designer Gray			
			-Includes: Shipping Local delivery to customer dock Unpacking **Prevailing Wage **install Debris removal			$12,945.00
			***Tax NOT Included	**TOTAL:**		$161,855.24

PROTECT YOUR INVESTEMENT WITH A SERVICE CONTRACT

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. Deliveries are subject to delays from fire, strikes, and other causes beyond our control. We reserve the right to correct clerical errors.

Authorized Signature Date

MID★AMERICA BUSINESS SYSTEMS

Price Quotat

2500 Broadway ST NE

Minneapolis,MN 55413

Phone:(612)378-3800

Fax:(612)378-3100

WWW.MID-AMERICA.COM

Customer Name & Address:

Columbia Heights Police

Spacesaver Lockers

State of Minnesota Contract #190771

Date:	12-14-25
F.O.B. Delivered	
PO #:	
Sales Rep:	Gil Roscoe Jr.
Expiration:	30 days
Terms:	Net 30
Taxable:	No

ITEM	QTY	SIZE OR CATALOG #	DESCRIPTION	UNIT	PER	PRICE
A	1	LOT	**Spacesaver Freestyle Lockers per layout** -Dismantle existing Men's and Women's lockers -Removal of existing Men's and Women's lockers from building -Includes truck time to haul away **Prevailing Wage **install ***Tax NOT Included			$5,017.00

PROTECT YOUR INVESTEMENT WITH A SERVICE CONTRACT

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. Deliveries are subject to delays from fire, strikes, and other causes beyond our control. We reserve the right to correct clerical errors.

Authorized Signature Date

Collins
ELECTRICAL + TECHNOLOGY

Proposal / Contract

Date: 12/26/25

Proposal submitted to: Columbia Heights Police Dept. Attn: Eric Johnston	Work to be performed at: 825 41st Ave NE Columbia Heights, MN 55421
Address: 825 41st Ave NE	Phone/Email: [redacted]/ejohnston@columbiaheightsmn.gov
City, State, Zip Code: Columbia Heights, MN 55421	Project Name: New locker electrical

We are pleased to submit the following proposal to furnish and install all labor, material and permit fees to complete the following electrical installation list below.

- Demo Existing electrical feeds for the old lockers in the men's and women's locker rooms.
- Re-work/extend existing locker power feeds in the men's and women's locker rooms.
- Connect owner's vendor provided power feeds.
- All locker distribution blocks, receptacles and jumpers are provided/installed by owner's vendor.
- Price reflects 2026 labor rates.

Fee for Service- $5,080.00

Notes:

Any alteration or deviation from the services outlined in this proposal will be executed only upon written request and may become an extra charge over and above the estimate.
All work described above to be done during standard working hours unless otherwise specified.
This proposal may be withdrawn by us if not accepted within 30 days.
Payment-in-full is due within 30 days of project completion.
Additional costs due to abnormal fluctuations of commodity pricing are not included.

Respectfully submitted,

Collins Electrical Construction Co.
Josh Rezac – Project Manager - Special Projects
Cell# 651-418-2833 / Fax # 651-292-0359
jrezac@collinsmn.com

Acceptance of Proposal

The prices, specifications, terms and conditions of this proposal are satisfactory and are hereby accepted. Collins Electrical Construction Co. is authorized to perform the work as specified.

Signature: _____ Date: _____

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	**CONSENT**
MEETING DATE	JANUARY,12 2026

ITEM:	**Approve 2026 Public Works Blanket Purchase Orders for Deicing Salt, Fuel, and Bituminous Asphalt.**
Presenting Item: Aaron Chirpich, City Manager	
DEPARTMENT: Public Works	**BY/DATE:** David Cullen / January 5, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	_Resilient and Prosperous Economy
X Safe, Accessible and Built for Everyone	_Inclusive and Connected Community

BACKGROUND

The Public Works Department routinely purchases de-icing salt, fuel, bituminous asphalt, and refuse carts to support ongoing operations. These purchases are operational in nature and repeated annually but require City Council approval because the expenditure exceeds the City Manager purchasing limit of $25,000.

These purchases are necessary to support winter maintenance activities, fleet operations, street maintenance, and the City's refuse cart replacement program.

SUMMARY OF CURRENT STATUS

Public Works purchases de-icing salt through the State of Minnesota Contract, which is competitively bid for the 2025–2026 winter season and used by multiple municipalities. The current salt contract is in effect from June 15, 2023, through May 31, 2026. As a result, the vendor and unit pricing may change during the contract term. The current contract supplier is Compass Minerals.

Bituminous asphalt is purchased through the State of Minnesota Contract. The current asphalt contract is in effect from May 1, 2022, through April 30, 2026. Vendor and unit pricing may change during the contract term. The current supplier is Martin Marietta Materials.

The City anticipates purchasing approximately 60 percent of its fuel through the State contract with Mansfield, the remainder purchased through the lowest available cooperative purchasing contract, which in recent years has been the MN Fuel Consortium Purchase Program (spot pricing).

The City is currently in the fourth year of its five-year refuse cart replacement program. Refuse carts are purchased through the cooperative purchasing organization Sourcewell and are manufactured by Rehrig Pacific.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the issuance of blanket purchase orders for calendar year

2026 for de-icing salt, fuel, bituminous asphalt, and refuse carts, in amounts consistent with the adopted 2026 Public Works budget, as follows:

- De-icing salt for sanding operations: $48,200
- Bituminous asphalt for patching and paving: $52,500
- Fuel for City vehicles: $155,000
- Refuse carts: $150,000

RECOMMENDED MOTION(S):

MOTION: Move to authorize the issuance of blanket purchase orders for calendar year 2026 for de-icing salt, fuel, bituminous asphalt, and refuse carts, in amounts consistent with the adopted 2026 Public Works budget.

ATTACHMENT(S)

Compass Minerals Salt Contract
Martin Marietta Materials Bituminous Asphalt Contract
Mansfield Fuel Contract
Rehrig Pacific Refuse Cart Contract

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: S-763(5)

DATE: JANUARY 5, 2026

PRODUCT/SERVICE: CRUSHED ROCK SALT (SODIUM CHLORIDE) **REGULAR AND TREATED** – FOR ROAD USE

CONTRACT PERIOD: JUNE 15, 2023, THROUGH MAY 31, 2026

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): KAREN MCINTYRE

PHONE: 651.201.3124 **E-MAIL:** karen.mcintyre@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
BLACKSTRAP, INC. PO Box 258 Neligh, NE 68756	**230563**	**Net 30**	**As Requested**
	ORDERING CONTACT: Miranda **Email**: accounting@blackstrapinc.com		**PHONE:** 402.887.5651 **FAX:** 402.887.5659
	CONTACT: Alex Hughes **Email**: alex@blackstrapinc.com		**PHONE:** 402.887.5651 **FAX:** 402.887.5659

VENDOR NO.: 0000849027

Blackstrap, Inc Sample Invoice

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
CARGILL, INCORPORATED 24950 Country Club Blvd. North Olmstead, OH 44070	**230566**	**Net 30**	**As Requested**
	CONTACT: Customer Care/Service **Email**: salt_customercareroadsafety@cargill.com **Or** **Place Orders at** 800.600.7258 or Fax 952-367-0655		**PHONE:** 800-600-7258 **FAX:** 952-367-0655

VENDOR NO.: 0000211244

Additional Information Needed When Ordering Include: Customer Number, Confirm Delivery Address, and Delivery Contact

Cargill, Inc Sample Invoice

Contract Release: S-763(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
COMPASS MINERALS AMERICA INC. 900 109th Street, Suite 100 Overland Park, KS 66210	**230567** **274371 – CPV Treated Salt Locations**	**Net 30**	**As Requested**
	ORDERING CONTACT: Jennifer Thomas **Email**: Highwayorders@compassminerals.com		**PHONE:** 800.323.1641 Option 1 **FAX:** 913.338.7945
	CONTACT: Sean Lierz **Email**: lierzs@compassminerals.com		**PHONE:** 913.344.9330 **FAX:** 913.338-7945

VENDOR NO.: 0000212197

Compass requests orders are placed by Email at Highwayorders@compassminerals.com
Include PO #
Complete Physical Address of the site for delivery – Street Address, City, State, Zip
Contact Person & Phone Number

Compass Minerals Sample Invoice

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
JOHNSON FEED, INC 305 W Industrial Rd Canton, SD 57013	**230568**	**Net 30**	**As Requested**
	ORDERING CONTACT: Jeff Sehr **Email**: jeffs@johnsonfeedinc.com		**PHONE:** 605-764-7373
	CONTACT: David Richards **Email**: davidr@johnsonfeedinc.com		**PHONE:** 605-764-7390

VENDOR NO.: 0000203312

Johnson Feed Sample Invoice

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
MORTON SALT, INC. 444 West Lake Street, Suite 3000 Chicago, IL 60606	**230570**	**Net 30**	**As Requested**
	ORDERING CONTACT: Morton Customer Service **Email**: buyroadsalt@mortonsalt.com		**PHONE:** 855.665.4540 **FAX:** 312-896-9208
	CONTACT: Na-Tia Douglas **Email**: bids@mortonsalt.com		**PHONE:** 312-807-2384

VENDOR NO.: 0000383972

Morton Salt Sample Invoice

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
WINTER SERVICES, LLC DBA GREAT LAKES SALT COMPANY 2100 S. 116th St West Allis, WI 53227	**278096**	**Net 30**	**As Requested**

278097 CPV & MnDOT Treated Salt Locations

ORDERING CONTACT: Hayley Leppert **PHONE:** 262-461-7940
Ordering Email: hleppert@greatlakessalt.com

CONTACT: Mark Arthofer **PHONE:** 414-897-4646
Email: marthofer@greatlakessalt.com

VENDOR NO.: 0001212096

Skyline Salt Sample Invoice

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

REVISIONS.

01/5/2026	Compass Minerals Contract No. 230567 and Contract No. 274371 are amended to add the Regular Road Salt pricing for additional CPV location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
12/31/2025	Compass Minerals Contract No. 230567 is amended to add the Regular Road Salt pricing for Crow Wing County location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
12/29/2025	Great Lakes Sat Contract No. 278096 amended to add the City of Becker location. All other terms, conditions, specs and pricing remain the same.
12/16/2025	Great Lakes Sat Contract No. 278096 amended to add the Osseo Area Schools – ISD 279 location. All other terms, conditions, specs and pricing remain the same.
12/9/2025	Compass Minerals Contract No. 230567 is amended to add the City of Andover location. All other terms, conditions, specs and pricing remain the same.
11/17/2025	Compass Minerals Contract No. 230567 and Contract No. 274371 are amended to add the Regular Road Salt pricing for the CPV location requesting Treated Road Salt from Compass Duluth. All other pricing, terms and conditions remain the same.
10/21/2025	Skyline Contract No. 274372 and Contract No. 230662 are assigned to Winter Services, LLC dba Great Lakes Salt Company. All other pricing, specs, terms and conditions remain the same.
09/08/2025	Blackstrap Contract No. 230563 is amended to add the MnDOT Wheaton location for regular road salt. All other pricing, terms, conditions and specs remain the same.
08/27/2025	Skyline Contract No. 274372 and Compass Mineral Contract No. 274371 added Administrative Fee to contract. All other pricing, terms, conditions and specs remain the same.
08/01/2025	Added Skyline Contract No. 274372 and Compass Mineral Contract No. 274371 for treated road salt formerly awarded Cargill treated road salt locations. All other pricing, terms and conditions remain the same.

06/06/2025	All contracts are extended through May 31, 2026.Johnson Feed and Blackstrap pricing will remain the same. The other Contractors have updated pricing. 80% Guaranteed amounts waived by Cargill. Compass and Morton waive the storage fees on remaining guaranteed amount until October 31, 2025. All other terms, conditions and specs remain the same. Cargill did not renew their contract for Treated Road Salt for the 2025-2026 Season,
09/16/2024	Compass Contract No. 230567 is amended formally note award MnDOT Madelia location. All other pricing, terms and conditions remain the same.
07/19/2024	Cargill Contract No. 230566 is amended to waive the 2023-2024 Storage Fee until Cambridge Township and City of Cambridge until December 31, 2024. The City of Cambridge will take 60 tons of the 80 tons guaranteed by Cambridge Township for the 2023-2024 season. Compass Contract No. 230567 is amended to reduce the City of Cambridge requested from 300 tons to 240 tons. All other pricing, terms and conditions remain the same.
06/01/2024	All contracts are extended with updated pricing. Early Delivery order deadline is changed to October 31, 2024. Road Salt season 2023-2024 Storage fees for are reduced to $6.00 per ton per month for Cargill, and Morton Salt, and $2.50 per ton per month for Skyline. Compass has waived the storage fee through October 31, 2024. The fuel rates used for calculating the possible fuel charges are updated for the 2024-2025 season All other terms, conditions and specifications remain the same.
04/24/2024	Skyline Contract No. 230662 amended to add MnDOT Transfer Locations. All other pricing, terms, conditions & specs remain unchanged.
07/06/2023	For Compass Contract No. 230567, added MCF – St. Cloud CPV location for treated road salt. All pricing, terms, conditions, and specs remain the same.
08/03/2023	For Cargill Contract No. 230566 amended to reduce treated road salt from 900 tons to 800 tons for City of Hastings. All pricing, terms, conditions and specs remain the same.
07/06/2023	For Compass Contract No. 230567, added East Grand Forks CPV location for regular road salt. For Cargill Contract No. 230566, MnDOT Mendota location treated road salt delivery price is corrected. For Blackstrap Contract No. 230563, Kittson Co. delivery price is corrected. For Skyline Contract No. 230662 the MnDOT Fairmont Regular Salt total delivered price is corrected. All other terms, conditions, specifications, and pricing remains the same.

PLACING ORDERS AND PRICING INFORMATION

- Contact the Contractor to set up your account and place your purchase order.
- The contract was executed with FIXED PRICING. The vendor pricing must match the prices in the price book link below.
- Verifying Contract Prices: Customers must calculate and confirm all contract prices when placing any order.
- Only accept contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).
- Prior to accepting an order or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the specifications, terms, and pricing of the contract.
- Contact the Contract Vendor if you identify any discrepancies or need to take any deductions for moisture or late delivery.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

PRICE SCHEDULE LINKS

The links below display the complete list of MnDOT and CPV customer locations, prices, and Awarded Contractor by Location

CPV Member Road Salt Exhibit D - Price Schedule 2025-2026

MnDOT Road Salt Exhibit D- Price Schedule 2025-2026

Contract No. 274371 and 274372 Exhibit D – Price Schedules for MnDOT & CPV Locations Previous Awarded to Cargill or New Treat Salt Locations

CPV Member Road Salt Exhibit D - Price Schedule 2025-2026

MnDOT Road Salt Exhibit D- Price Schedule 2025-2026

SPECIFICATIONS, DUTIES, AND SCOPE OF WORK

1. STATE GUARANTEE.

1.1 This Contract will be for 80 percent (%) commitment to take the listed quantity by the customer and a commitment from the Contractor to provide 120 percent (%) of the listed quantity.

1.2 The State requires 120% of the Contractor's contracted salt quantities to be in position within the State of Minnesota or regional depots and available January 1st through April 15th for the contracted winter season.

Salt delivered to MnDOT and CPV members shall be subject to the guarantees described herein:

1.3 MnDOT Metro Area Guarantee. The MnDOT Metro area will purchase a minimum 80 percent of its total estimated tonnage awarded under the Contract and the Contractor is obligated to furnish up to 120 percent of the total estimated tonnage awarded under the Contract. As used in this paragraph, "total estimated tonnage" means the total quantity of all Metro areas awarded to the Contractor. Tonnage delivered to individual delivery points or Metro areas may fall outside these minimum and maximum percentage ranges as long as the total estimated Metro area tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage, the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

Example: Contractor A is awarded delivery locations with total estimated tonnage of 70,000. The guaranteed minimum is 70,000 x 0.8 = 56,000 tons. Similarly, the maximum obligation of the Contractor would be 70,000 x 1.2 = 84,000 tons. This pertains to the Metro MnDOT District only.

1.4 MnDOT Greater Minnesota Areas Guarantee – DOES NOT INCLUDE MNDOT METRO. Greater Minnesota MnDOT districts agree to purchase a minimum of 80 percent of the total estimated tonnage awarded under the Contract and the Contractor is obligated to furnish up to 120 percent of the total estimated tonnage awarded under the Contract. As used in this paragraph, "total estimated tonnage" means the total quantity of all greater Minnesota MnDOT maintenance areas awarded to the Contractor. Tonnage delivered to individual delivery locations or districts may fall outside these minimum and maximum percentage ranges as long as the total estimated Greater Minnesota tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage, the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

Example: Contractor A is awarded delivery locations with total estimated tonnage of 70,000. The guaranteed minimum is 70,000 x 0.8 = 56,000 tons. Similarly, the maximum obligation of the Contractor would be 70,000 x 1.2 = 84,000 tons. This pertains to the greater Minnesota MnDOT districts only and does not include MnDOT Metro districts.

1.5 Cooperative Purchasing Venture (CPV) Members Guarantee: The CPV member guarantees the purchase of at least 80 percent of the total estimated quantity for the entity awarded to an individual Contractor, and the Contractor must guarantee to supply up to 120 percent of the estimated quantity to the CPV member. This shall apply to the estimated quantities of salt required for delivery or pick up as shown on the Exhibit D: Price Schedule. If the agency has multiple delivery locations, the total is for the combined requirements for the CPV member – not by individual delivery location. Tonnage delivered to individual delivery locations, for a CPV member with multiple deliver locations, may fall outside these minimum and maximum percentage ranges as long as the total estimated CPV member tonnage remains unchanged. If a need occurs to modify individual delivery point estimated tonnage the Contractor agrees to deliver the material to the alternate location at the contracted prices for the alternate location. See Section 4.5 for more details on alternate delivery locations.

If the Customer is unable to take the 80% required minimum, the product could be shipped to another location or customer at a price that is mutually agreed by the Contractor and the receiving Customer. Any quantity shipped would apply against the original Customer's guarantee.

1.6 Should a situation occur where any Customer requires more than 120% of the estimated tonnage awarded to a Contractor under the Contract, the Customer may increase the quantity, if the Contractor agrees, providing the terms and conditions remain unchanged and the price is the same or lower as originally contracted, unless otherwise agreed to in writing by the AMS. The additional product shipped does not relieve the Contractor from satisfying all of its salt requirement totals by customer location as contracted.

1.7 If the Customer is unable to take the 80% required minimum, the product could be shipped to another location or customer at a price that is mutually agreed by the Contractor and the receiving Customer. Any quantity shipped would apply against the original Customer's guarantee.

1.8 Should a situation occur where any Customer requires more than 120% of the estimated tonnage awarded to a Contractor under the Contract, the Customer may increase the quantity, if the Contractor agrees, providing the terms and conditions remain unchanged and the price is the same or lower as originally contracted, unless otherwise agreed to in writing by the AMS. The additional product shipped does not relieve the Contractor from satisfying all of its salt requirement totals by customer location as contracted.

2. CONTRACTOR REPORTING.

2.1 Stockpile Verification. The Contractor will provide a report in Microsoft® Excel format detailing the tonnage available by vendor stockpile location and an analysis of whether there are any issues with meeting the contract guarantee provisions. The Stockpile report will be due on to the AMS on the 10th of each month August through April or upon request from the AMS.

2.2 Order Status. The Contractor will provide an order status report monthly for order(s) which are incomplete or overdue. The order status report will be due on to the AMS on the 10th of each month August through April or upon request from the AMS.

3. ORDER PROCESSING.

3.1 The Contractor shall have one designated individual available during all salt shipments who has the authority to act on behalf of the Contractor in any matter relating to delivery questions and material quality issued.

3.2 All orders must be in writing and all MnDOT orders must have an associated Purchase Order number included on the order. MnDOT must include a copy of the Purchase Order upon request of the Contractor. A Minnesota Sodium Chloride Delivery Request and Confirmation Form (hereafter "Order Form" and Exhibit E – Sample Order Form) is recommended to request and confirm orders. Contractor written

response to the receipt of a written order from Customer shall be followed by email confirmation within two days by both parties which may include the Order Form as documentation for reconciliation. The Customer may refuse delivery if the Contractor fails to respond in writing.

3.3 When placing an order, the Customer shall provide the Customer contacts for delivery coordination along with phone number and other contact method (fax, email, etc.) for the contact. The Customer will provide Contractor a list of destinations with addresses in priority order for delivery, number of tons requested, preferred delivery dates and preferred time of day for each destination and the hours available for delivery to be made. The Contractor must accept the requested delivery terms or negotiate alternative delivery terms and confirm the agreed upon terms within two days of receiving the request for delivery.

3.4 Confirmation shall be by email to the contact person listed on the order. If the customer does not request an order in writing, the Contractor is under no obligation to meet the 10-day delivery window. If the Customer does not specify a required delivery date, the delivery is assumed to commence within 5 business days and be completed within 10 business days from the order date.

3.5 Early fill order requests must be submitted by October 31st of the contract term. Salt ordered after November 1st of the contract term will be considered as Seasonal Fill and is not subject to the Early Fill delivery date deadlines outlined in Section 5. When intending to deliver early fill salt, the Contractor must arrange with the Customer to take delivery by giving the Customer a ten-business day notice of intent to deliver. The Customer must acknowledge the notice in writing. The Contractor must confirm delivery arrangements by email to the Customer's contact person in writing.

3.6 If the delivery requested by the Customer follows the delivery provisions included in this contract, the Contractor must satisfy the delivery request. If the Contractor cannot meet the requested delivery window, and the Contractor and the Customer cannot agree on an alternative delivery schedule, the Customer reserves the right to cancel the order and purchase from the next low responsive vendor or on the open market from another source. The Contractor must pay the difference in cost between the Contract price and the cost of the second vendor if it is higher than the Contract price. This cost may be deducted from any invoice that the Customer has with the Contractor. All costs will include, but are not limited to, the cost of the product, sales tax, and transportation charges.

3.7 If the Contractor acknowledges and accepts the order and fails to meet the required delivery window, the Customer reserves the right to assess liquidated damages as outlined in the contract.

3.8 If the Contractor cannot meet an established delivery window, they must notify the MnDOT District or CPV Member at least 24 hours prior to the start of the established delivery window to attempt to establish an alternate delivery schedule.

3.9 The Customer must provide the Contractor written documentation of the agreed upon delivery to assess liquidated damages.

3.10 If the Contractor fails to meet the delivery requirements and the purchasing entity has purchased road salt from another source per the terms of Section 3.6 of this contract, the 80% guarantee may not be enforced by the Contractor to the purchasing entity with late deliveries.

4. DELIVERY REQUIREMENTS.

All deliveries must be FOB Destination to the MnDOT or CPV member's storage facilities identified in the Price Schedule.

4.1 All loads must be covered. The Contractor must furnish covers on trucks of sufficient size, weight, and good condition, to protect the load from moisture and loss of material in transit. Loads not covered may be rejected or subject to a 10 percent deduction to the Contract Price on the tonnage shipped if the ordering agency accepts the shipment.

4.2 Conveyor Deliveries. If the Contractor does not use conveyor unloading for those sites requesting conveyor unloading, a deduction of 10 percent will be made from the Contract price. In addition, any costs incurred by the MnDOT District or the CPV member to move the salt to the storage facility will be charged back to the Contractor. This will include, but is not limited to, any actual costs for equipment, labor, transportation charges and any applicable taxes.

4.3 Will Call Pickup. Should a MnDOT location or CPV member desire to pick up the order, the Customer will be responsible for coordinating the time and place for pick up from the Contractor. The cost of the product will be adjusted to reduce the total delivered price by the cost of delivery to the Customer. The Contractor muse use the source stockpile originally designated in their bid for the Customers location unless the Customer agrees to pick up at an alternative stockpile. The Customer must confirm with the Contractor and restrictions on truck size or configuration prior to the Will Call Pickup.

4.4 Delivery Errors. If the Contractor delivers the product to the wrong location or does not use the delivery method required, i.e., end dump, belly dump, etc., at the delivery site, the Customer may reject the load. Within two (2) days of notification, the Contractor must pick up the material and deliver it to the correct location or move the material as required, or the Customer may make the correction and charge all actual labor hours and equipment time back to the Contractor.

4.5 Alternate/Modified Delivery Locations. The Customer may request to have contracted material delivered to an alternate location within areas serviced by the Contractor's source stockpile locations. In the effort to ensure public safety, the Contractor is required to make every reasonable effort to service alternative locations when requested by the Customer.

There are two different types of alternative locations:

- Contractor's Contract Site to Same Contractor's Contract Site
- Contractor's Contract Site to a Contractor's Non-Contract Site.

For the two types of alternative delivery locations, the Contractor must follow the process below:

4.5.1 <u>For Contractor delivery of contracted material to the same Contractor's contract delivery site.</u> The Contractor must provide delivery to the alternate site at the contracted price for the alternate site if product contracted are both served by the same source stockpile per the guaranteed provisions. If product contracted for the alternate site is not served by the same source stockpile, the Contractor will provide a quote to the Customer which details any potential change in delivery costs to the alternative Customer location with the base cost of the material remaining the same.

4.5.2 <u>For Contractor delivery to a non-contract site.</u> If the non-contract site is within the service area of the Contractor, the Contractor must provide a quote to the Customer with the product price and the delivery charges for the non-contract site. Acceptance of the quoted delivery charge or product pricing differences is at the discretion of the Customer.

4.6 Required Delivery Notification. <u>NO DELIVERIES MAY BE MADE WITHOUT PRIOR NOTIFICATION TO THE CUSTOMER.</u> The Contractor must provide notice of intent to deliver at least 24 hours prior to the actual delivery and receive a confirmation in order to ensure that staff is available to inspect and receive the load.

4.7 Required Delivery Signature. DELIVERIES UNLOADED WITHOUT OBTAINING SIGNATURES WILL NOT BE PROCESSED FOR PAYMENT. All MnDOT deliveries must be signed for by a representative of the State. The signature is required for verification of delivery and processing payment. It is recommended CPV deliveries are signed for by an authorized representative at the time of unloading.

4.8 Customer Pick Up. Some CPV Members have indicated that agency pickup of material will be required. Contractors must have product available within 25 miles of the requesting agency locations except for the City of Maple Grove.

4.9 Load Sizes. The Contractor is advised that the legal weight limit allowed on State highways will be strictly enforced. In the event a load is shipped to a delivery point which exceeds the legal load limits, the State may notify the appropriate law enforcement personnel of the overweight load.

4.10 Carrier. The Contractor must use a carrier that meets all federal and State laws as required by the appropriate interstate transportation authority.

4.11 Weigh Scale Tickets. All salt delivered under this Contract shall be weighed by the Contractor on an approved scale that meets all applicable specifications, tolerances, and other requirements of Minnesota Rules Chapter 7601. No Contractor will be allowed to use a publicly owned scale or to substitute boxcar or barge weights for this requirement. The State reserves the right to have the loads re-weighed for verification of weight, at a certified scale. The site for re-weighing shall be determined by the State. Weigh slips must be provided at the time of delivery. If requested, the Contractor must submit a copy of the current scale calibration certification.

5. SALT DELIVERY SCHEDULE REQUIREMENTS.

5.1 The Contractor will provide not less than 80 percent and up to 120 percent of the estimated Contractor totals available for delivery or pick up, as shown on the price schedule between the dates of June 1st through May 31st of the Contract term.

5.2 Deliveries to destinations requested by the Customer shall commence within 5 business days and be completed within 10 business days from the date agreed upon under Section 3.3 and 3.4 above, except as addressed in Section 5.3 and 5.5 below, unless other arrangements are agreed to in writing.

5.3 If the Customer does not specify a required delivery date, the delivery is assumed to commence within 5 business days and be completed within 10 business days from the order date and the Contractor must still confirm the delivery date(s) as specified in Section 3.2.

5.4 Orders larger than 1500 tons shall have an extra day to deliver per every additional 500 tons.

5.5 **Early Fill.** Customers may request early fill orders, and they are encouraged as a means to effectively manage delivery and salt quality. Early Fill orders must be submitted by November 1 of the contract term. Early Fill salt will be delivered to the destination by direct transfer from a ship, barge, or rail car and not from the prior season's local salt stockpiles or another storage facility. The State will not accept material left over from the previous season for these orders. Delivery dates must be arranged by the Contractor with proper notice to the Customer (see Section 3.4), 75% of the early fill delivery must be completed to each location by November 10 of the contract term and 100% of the early fill must be completed by December 4th of the contract term. The customer is obligated to accept delivery of early fill salt upon proper notification by Contractor (see Section 3.5).

5.6 Seasonal Fill. Seasonal Fill salt may be delivered from a stockpile or from a ship, barge, or rail car. Seasonal Fill orders are orders submitted from November 1 of the contract term to the end of the contract term.

5.7 Delivery dates are at the request of the Customer per Section 3 and 5 of these provisions.

5.8 From November 1 through the end of the Contract term, in the event of predicted or existing severe bad weather conditions, Contractors must begin providing product and service with 24 hours notification, seven days a week, 24 hours per day.

5.9 Holiday Schedule. In the event of predicted or existing severe bad weather conditions during an official State holiday – New Year's Day, Martin Luther King Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving or Christmas Day – the Contractor must provide product and service with 24 hours notification. The Contractor will provide agencies with a list of emergency personnel that can be contacted and who will be responsible for coordinating deliveries during holidays.

5.10 Delivery Times: All deliveries shall be made to the destination requested by the Customer and in the sequence specified on the order between the hours of 8:00 AM and 3:30 P.M., excluding Saturdays, Sundays, and holidays, unless other arrangements are agreed to, in writing, by authorized representatives of the Contractor and Customer.

5.11 Delivery Rate. The Contractor must confirm the delivery rate with the Customer prior to the beginning delivery. Unless other arrangements are agreed to in writing by authorized representatives of the parties, deliveries, once begun at a given delivery location covered on a delivery request, shall be continuous at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries to that delivery location unless mutually agreed to by the Contractor and the Customer. Deliveries begun to a given location but not completed within one workday shall resume at a rate averaging three trucks per hour with no more than 90 minutes between any two deliveries the following workday(s) until completed.

5.12 For the purposes of this solicitation, the term Business Day means any day other than Saturday, Sunday and any day which is a legal holiday in the State of Minnesota, see Section 5.4.

6. LIQUIDATED DAMAGES.

Unless the Contractor receives written approval for an alternative delivery schedule from the customer, liquidated damages will be assessed at the discretion of the Customer as outlined in this section and per the requirements of Section 3 and Section 5 for Delivery Requirements and Section 3 Order Processing.

For the purposes of this section, the following definitions are applicable:

6.1 Truck Load. The total tons of product delivered per truck load to the delivery location, i.e., estimated 20 to 25 tons per truck.

6.2 Delivery Order. The total tons ordered for a specific delivery date, i.e., 100 tons (five truckloads) due on____ (customer's due date).

Foreign Material. Product shall be free from any foreign material at the point of delivery. Residue from truck beds such as coke, grain, coal, gravel, etc., or other materials not germane to sodium chloride may be cause for rejection. Any residue materials used in the production of the product, or any oversized materials found in the delivery order may be cause for rejection. Liquidated damages may be assessed from the day of rejection until replacement material is delivered.

6.3 Delivery Schedule. For the purpose of determining day one of a purchase order, the following rule will apply:

Purchase orders received on a specific day; the following day will be considered as the first working day of that order.

Day Order Received	First Working Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

If the Contractor fails to deliver the order according to the required delivery date(s) on the purchase order or order form from the customer or alternate delivery date(s) as established as addressed in Section 3 and Section 5, Liquidated Damages on the undelivered quantities of the order will be assessed at the discretion of the Customer.

To apply liquidated damages, the Customer must have documentation of the alternative agreed upon delivery date.

6.4 Liquidated damages will be of $1.00 per ton, per business day, on the undelivered portion of the order.

The customer may apply liquidated damages until the Contractor has satisfied the obligations of the purchase order.

7. INVOICES.

The Contractor will be required to submit invoices to MnDOT Districts that have single line billing – the combined cost of the salt and the cost for delivery as submitted in the Price Schedule and as contracted, unless an adjustment is made for an increase or decrease in the diesel fuel rate. In no event, including a change in transportation charges, will the total price submitted on an invoice for payment exceed the price offered by the Contractor. Failure to pay an invoice within 30 days due to pricing errors by the Contractor will not require an agency to pay an interest charge for late payments.

When an Alternative/Modified Delivery Location has been requested and agreed to by the Customer and Contractor the invoiced amount must reflect the modified material and/or delivery price per Section 4.5.

In all cases, for both MnDOT and CPV Members, any credits or debits for fuel surcharges, late deliveries, liquidated damages, etc., must be detailed and clearly shown on the invoice as a credit or debit, whichever is applicable, as a separate line item.

8. DEDUCTIONS OR LIQUIDATED DAMAGES NOTIFICATIONS.

8.1 The Customer should notify the Contractor as soon as possible of receipt of material out of specification or late delivery to assist the Contractor to take corrective action.

8.2 The Customer should notify the Contractor as soon as possible of the intent to take deductions or liquidated damages. The notice to the Contractor by the Customer of the intent take deductions or liquidated damages against the delivery (invoice) should be no later than 5 business days from the date of the delivery of the material.

9. FUEL SURCHARGES.

9.1 Fuel surcharges will only be allowed if the price per gallon of diesel fuel INCREASES more than 25 percent from the diesel fuel prices posted on April 17, 2023. The Midwest Region's retail prices were $4.027/Gallon for diesel and $3.527/Gallon of regular gas on April 17, 2023. These are the established prices which will be used for future fuel surcharge calculations.

9.1.1 For the 2024-2025 season, the fuel pricing used to establish fuel surcharges is amended to Midwest Region's retail prices at $3.965/Gallon for diesel and $3.465/Gallon of regular gas on April 15, 2024.

9.2 The fuel surcharge may only be applied to the delivery cost per ton from the Contractor's Minnesota depot to the Customer's location as offered on the Exhibit D: Price Schedule, not the product cost and transportation cost to the Minnesota depot.

9.3 The index used for the Contract will be the Gasoline and Diesel Fuel Update for the Midwest Region as posted by the Energy Information Administration at: https://www.eia.gov/petroleum/gasdiesel/. Once the fuel price returns to 25 percent or less of the fuel price on the day the Solicitation is due, surcharges may no longer be charged.

9.4 In the event the contract term is extended, the diesel fuel price will be set on April 15th of each succeeding contract year.

9.5 All requests for fuel surcharges must be submitted in writing and approved in writing by the AMS before they are put into effect. The State will determine the percent increase per ton that will be allowed on the

delivery cost. No fuel surcharges will be effective until approved by the AMS. If fuel surcharges are authorized by the AMS, it must be indicated as a separate line item on the invoice.

9.6 Fuel surcharges may only be applied to the freight portion of the total delivered price and may not be applied against the product cost. The Contractor must show the original freight portion on the invoice so the Customer can calculate the percentage of surcharge that will be applied and confirm its accuracy.

9.7 Example Surcharge Calculation

Standard Set Price: Diesel fuel prices set April 15, 2023 $4.00/Gallon

Actual Price: Diesel fuel prices on November 20, 2023 $5.20/Gallon

Contracted Road Salt Delivered Price: $50/Ton for Road Salt plus $25/Ton Delivery Charge = $75.00/Ton

Fuel Surcharge Calculation: (Actual Price/Standard Set Price) * Delivery Charge

$5.20/Gallon divided by $4/Gallon = 30%

$25/Ton Delivery Charge times 30% = $7.50/Ton Fuel Surcharge

9.8 Because of the volatility of the oil industry, if the price per gallon of diesel fuel DECREASES more than 25 percent from the diesel fuel prices posted on May 15, 2023, the Contractor must pass the savings on to the Customer at the same percentage rate as approved by the AMS. The decrease will be in the form of a credit per ton and may only be applied to the delivery cost per ton from the Contractor's Minnesota depot to the Customer's location as offered on the Exhibit D: Price Schedule, not the product cost and transportation cost to the Minnesota depot. The Contractor must show the original freight portion on the invoice so the Customer can calculate the percentage of decrease that will be applied per ton and confirm its accuracy.

10. MATERIAL DATA SHEETS.

The Contractor must submit a material data sheet with each delivery if requested by a MnDOT District or a CPV Member.

11. QUALITY CONTROL AND SAFETY PROCEDURES.

If requested, the Contractor will provide the State a copy of its Quality Control and Safety Procedures as it relates to product production, handling, transportation, and storage. There will be no additional cost to the State if this information is requested.

12. SPECIAL SERVICES.

If the Customer is unable to take its 80% of the required salt amount before the end of the Contract term, and if mutually agreed by the purchasing entity and the Contractor, the Contractor may store the salt at its depot after the Contract term has lapsed. The revised delivery date for the product will be mutually agreed to by the purchasing entity and the Contractor. The purchasing entity and the Contractor will confirm its agreement in writing. No Contract amendment will be issued by the State. The State Customer will encumber funds to cover any additional expenses, if required, and will issue a separate purchase order for the service. The product delivered must meet all specifications called for in the original Contract. The Contractor is not required to provide this special service. This provision does not negate the purchaser's responsibility to take 80% of the salt amount originally contracted.

12.1 Storage Fee. The Price Schedules includes a column for Storage Fees. Contractors have offered a maximum Storage fee amount, per month, for each location they are contracting. If no amount is entered, the Storage Fee will be $0.

12.2 Vendor Storage Site. The Contractor must store its product at a site that meets or exceeds all State of Minnesota requirements and regulations. The site must be available for inspection by Sate authorized representatives upon request.

PRODUCT SPECIFICATION SECTION

1. REGULAR ROAD SALT PRODUCT SPECIFICATIONS. Road salt furnished under this Contract shall meet or exceed the requirements as outlined in the following specifications.

1.1. REGULAR ROAD SALT - ASTM-D-632, TYPE I, GRADE I- MODIFIED PER MnDOT SPEC. 3910, 2020 Edition as modified below:

3910.1 Scope. This Specification covers rock salt (sodium chloride) to be used for road purposes.

3910.2 Requirements. The quality and grading of the salt shall conform to ASTM-D-632 for Type 1, Grade 1 material. At the time of delivery to the Customer, the salt shall not contain more than 2.0 percent moisture, and it shall be free of lumps, aggregations, foreign matter and be free flowing. The salt shall always maintain free flowing characteristics. The sodium chloride content shall be a minimum of 95.0%.

3910.3 Samples and Testing.

3910.3.1. Samples.
The State or CPV Members reserve the right to sample and inspect the salt at the Contractor's unloading and storage facilities or at the point of delivery. Sampling shall be done according to ASTM D 632 modified as described in MnDOT Laboratory Manual Section 2101.1 www.dot.state.mn.us/materials/labmanual.html.

3910.3.2. Testing.
Moisture testing shall be done according to the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2102 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.

Sieve Analysis shall be done according to the Rock Salt Gradation procedure as described in the MnDOT Laboratory Manual Section 2104.

The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6 modified) as described in the MnDOT Laboratory Manual Section 2105.

2. TREATED SALT PRODUCT SPECIFICATIONS. Any product offered must be on the Minnesota Department of Transportation (MnDOT) Approved Products List (APL) for Winter Chemicals. For definition purposes, for this Request for Proposal only, TREATED SALT is defined as follows:

2.1. TREATED SALT is a mixture of Regular Road Salt, ASTM-D-632 Type I, Grade I, - Modified per MnDOT Specification 3910 and as modified in Section 1.1 above, blended with a corrosion inhibited magnesium chloride product for anti-icing or deicing and listed on the MnDOT Winter Chemical APL category “Corrosion Inhibited Sodium Chloride (solid)/Treated Salt”. A product that has been blended with the Regular Road Salt specified above, and a corrosion inhibited magnesium chloride product that is listed on the MnDOT Winter Chemical APL category “Rock Salt Treating Additive (24% min $MgCl_2$)” will be considered pending a successful field trial evaluation by the MnDOT. The magnesium chloride-based product will also contain an agricultural processing residue or an alternative MnDOT approved agent that will depress the effective working temperature and decrease corrosiveness of the overall compound as well as prevent leaching of the treating solution.

Agriculture Processing Residue Products (APRP) is the concentrated liquid residues from the processing of grains and other agricultural products. They are derived from the processing of agricultural raw materials, primarily corn and beets. The liquid residues are typically combined with chloride solutions and/or rock

salt and the resulting mixture is applied to road surfaces and bridge decks for the purpose of anti-icing or de-icing.

Treated Salt must be blended by the Contractor prior to shipment to ordering agencies location(s).

2.2. Anti-caking agents are not required in regular road salt that is used for TREATED SALT.

2.3. Sodium Chloride. The resulting treated salt shall be not less than 91.2% Sodium chloride. The chemical analysis for determination of sodium chloride content shall be made in accordance with the Sodium Chloride Content by Silver Nitrate Titration (AASHTO T-260-6 modified) as described in the MnDOT Laboratory Manual Section 2105 www.dot.state.mn.us/materials/labmanual.html.

2.4. Application Rate. There are two categories of product being solicited with different application rates as follows:

2.4.1. Category 1, One (1) ton of salt mixed with six (6) gallons, plus or minus (+/-) one-half (½) gallon of corrosion inhibited magnesium chloride product. The application rate shall be tested in accordance with the Treated Salt – Liquid Treating Agent Content method as described in the MnDOT Laboratory Manual Section 2106. www.dot.state.mn.us/materials/labmanual.html.

2.4.2. Category 2; One (1) ton of salt mixed with eight and one-half (8.5) gallons, plus or minus (+/-) one-half (½) gallon of corrosion inhibited magnesium chloride product. The application rate shall be tested in accordance with the Treated Salt – Liquid Treating Agent Content method as described in the MnDOT Laboratory Manual Section 2106. www.dot.state.mn.us/materials/labmanual.html.

2.5. Leaching. Properly stored product (covered or inside) shall not have objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.

2.6. Moisture Content. At the time of delivery to the Customer, the moisture content shall be:

2.6.1. Category 1, less than 3.0% when tested by the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2101 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.

2.6.2. Category 2, less than 4.0% when tested by the Rock Salt Microwave Rapid Moisture Test, Rock Salt Moisture Balance Rapid Moisture Test or Rock Salt Oven Moisture Test (ASTM E 534 modified) as described in the MnDOT Laboratory Manual Sections 2101, 2101 or 2103 respectively. www.dot.state.mn.us/materials/labmanual.html.

2.7. PRE-TREATMENT AGENT. The liquid de-icer that is applied to the Regular Road Salt defined above must meet the following specification:

2.7.1. Pre-treatment Agent. A corrosion inhibited pre-treating agent with a minimum of 24% magnesium chloride. A MnDOT approved corrosion inhibited/treated salt blend that has been treated with magnesium chloride-based product will satisfy the pre-treatment agent requirement.

2.7.2. Corrosivity. The pre-treating agent shall have a corrosion value at least 70% less than that of Sodium Chloride when tested by the National Association of Corrosion Engineers Standard TM-O1-69 as modified by the Clear Roads Consortium/Pacific Northwest Snowfighters Association.

2.7.3. Color. Products shall be dyed blue or green as part of the original manufacturer's production process. Acceptance of undyed product will be at the discretion of the ordering agency.

3. TESTING. At its discretion, MnDOT and CPV members may test and inspect material from the Contractor's stockpile prior to delivery. MnDOT and CPV members may also test and inspect material at the Contractor's stockpile when so requested by the Contractor on material to be delivered to the various delivery points covered

in this Solicitation. MnDOT and CPV members will make every practical effort to meet this request. If not practical, or if insufficient lead time prevents pre-inspection, the salt will be inspected at the delivery point. MnDOT and CPV members may refuse future deliveries from any vendor stockpile from which samples testing greater than 2 % for Regular Road Salt; 3 % or 4% moisture for Category 1 Treated Road Salt or Category 2 Treated Road Salt respectively.
All salt delivered to the various delivery points is subject to final inspection, as delivered, at the discretion of the Agency field personnel.

When inspected at the delivery point, the salt shall conform to the product specifications as outlined in the Solicitation, subject to the following modifications:

3.1. When more than 20 tons are delivered to a specified location on a single purchase order, a tolerance in gradation of 5 percentage points will be permitted for sieves #4, #8, and #30 on the average gradation of the loads delivered.

3.2. Any delivered salt that fails to meet specification requirements may be rejected at the Customer's discretion. If the urgency of circumstances makes it necessary, the State may accept the salt and make payment in accordance with the schedule of deductions listed below.

3.3. Salt that is rejected and not used shall be removed by the Contractor and immediately replaced with product that conforms to specification at no additional cost to the Customer.

3.4. In the event salt is used that fails to meet specification requirements, a deduction will be made from the Contract price as follows:

3.4.1. Chemical Composition. For each 0.1 percentage point deficiency in sodium chloride content, a deduction of one percent (1%) of the Contract price per ton will be made, except if the sodium chloride content is found to be less than 85 percent, at which time the salt may be rejected. Salt that is rejected and not used shall be removed by the Contractor, at their expense, and immediately replaced with product that conforms to specification at no additional cost to the Customer.

3.4.2. Gradation. For each one (1) percentage point outside the limits permitted by the specification for each sieve size, a deduction of one percent (1%) will be made from the Contract price.

3.4.3. Condition. For salt received in a lumpy condition which requires reprocessing by the agency in order to make it usable, a deduction in payment will be made in an amount equal to the cost of the reprocessing work done by the Customer in order to put the salt into a usable condition. All actual costs will be itemized and submitted to the Contractor with the invoice which has the deduction taken.

3.4.4. Moisture Content. For purposes of deductions, the following chart and provisions will apply:

Regular Road Salt Moisture Deduction Table					
% Moisture	Deduction	% Moisture	Deduction	% Moisture	Deduction
2.01-2.09	10%	2.5-2.59	25%	3.0-3.09	40%
2.1-2.19	13%	2.6-2.69	28%	3.1-3.19	43%
2.2-2.29	16%	2.7-2.79	31%	3.2-3.29	46%
2.3-2.39	19%	2.8-2.89	34%	3.3-3.39	49%
2.4-2.49	22%	2.9-2.99	37%	3.4 & UP	50%

3.4.5. Treated Rock Salt moisture: The maximum allowable moisture content for Treated rock salt shall not exceed 3% for Category 1 and 4% for Category 2 according to Section 2.6. Moisture Deductions for Treated rock salt shall be according to the regular rock salt table in Section 4.4.4 modified to add 1 % for Category 1 and 2% for Category 2 to each % Moisture range.

3.4.6. If the Contractor makes salt deliveries totaling 200 tons or more of salt to a contracted maintenance area with an average moisture content for all loads which fail moisture content requirements exceeding 3.0 for Regular Road Salt; 4.0 percent for Category 1 Treated Salt or 5.0 percent for Category 2 Treated Salt, that maintenance area may request the Department of Administration (Admin) to cancel the Contractor's Contract award for the area. If Admin does cancel the Contractor's award for that area, the next interested low responsive vendor will be awarded the Contract for the affected delivery points. If there are any cost differences for subsequent purchases (between the first and next interested low responder), the State will charge the full increase in cost and handling, if any, to the defaulting Contractor. If product is ordered on the open market and there is a cost difference between the actual price and the defaulting Contractor’s price, the State will charge all actual costs, if any, to the defaulting Contractor.

3.4.7. All deductions will be made from payments due to the Contractor. If there is an outstanding balance due from the Contractor, and there are no open invoices available to make deductions from, the Contractor will issue a check to the customer for the balance due. The Contractor may be ineligible to receive awards on any future Solicitations until reimbursement and reconciliation has been completed for liquidated damages or other costs incurred by the State due to the Contractor’s non-performance.

If loads from a specific stockpile are being delivered to the Customer that consistently exceed moisture specification requirements, the Contractor will devise alternate testing methods at the Customer’s discretion.

Admin Minnesota Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: B-357(5)

DATE: MAY 1, 2025

PRODUCT/SERVICE: BITUMINOUS MATERIAL & CRACK AND JOINT SEALERS

CONTRACT PERIOD: MAY 1, 2022, THROUGH APRIL 30, 2026

EXTENSION OPTIONS: UP TO 12 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): STACI STOERZINGER

PHONE: 651.201.2451 **E-MAIL:** staci.stoerzinger@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
BITUMINOUS MATERIAL - VARIOUS	VARIOUS	NET 30	FOR PICK UP ONLY
CRACK AND JOINT SEALERS - VARIOUS	VARIOUS	NET 30	FOR PICK UP OR DELIVERY

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. A copy of all orders must be submitted to the Contract Vendor via fax, email, or US mail.

COOPERATIVE PURCHASING VENTURE (CPV) MEMBER ORDERING INSTRUCTIONS. This Contract is available to all CPV members per Minn. Stat. § 16C.03, subd. 10 and Minn. Stat. § 471.59, subd. 1. For more information on the Cooperative Purchasing Venture Program, see State web site: https://mn.gov/admin/osp/other-purchasers/cpv/ . CPV member must inform the Contract Vendor they are utilizing the State Contract to ensure correct pricing. Orders are to be placed directly with the Contract Vendor and must identify this Contract Release, A-234(5), and the Contract Vendor's specific contract number.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the Contract Feedback Form.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of these Contracts is for furnishing bituminous materials to be picked up and crack and joint sealer materials to be picked up or delivered to all requesting State of Minnesota Agencies and Cooperative Purchasing Venture (CPV) members, on an as needed basis.

PURCHASES. State agencies and CPV Members may purchase bituminous material and or crack and joint sealer for projects based on availability, cost, and location of material. Ordering entities should call ahead prior to issuing a purchase order to ensure that Contract Vendors have adequate material inventory available for pick up. The Contract Vendor may not be able to furnish all requested material if specified materials are unavailable due to current inventory, plant schedule, or plant closure.

State agencies or CPV Member trucks or contract for truck hauling services may to pick up crack filler and joint sealer or may have the material delivered per the Contract Vendor(s) price list.

State agencies or CPV Member trucks are required to pick up the bituminous materials. State agencies and CPV Members without trucks will be required to use their delegated local purchasing authority to

PICKUP. Daytime pickup will be 6:30 AM through 4:30 PM Monday through Friday.

NIGHTTIME PICKUP (IF APPLICABLE). Contact Vendors have indicated which product, if any, will be available for nighttime pickup. Please verify with each applicable Contract Vendor instructions for nighttime pick up.

BUYING "OFF CONTRACT". This Contract does not prohibit the State agencies and CPV Members from using their delegated local purchasing authority to procure similar goods and services from other Vendors. The State reserves the right to solicit pricing for individual projects.

PRICES. Prices are firm through the entire contract period. At no time should the ordering entity pay more than the Contract price. Agencies and CPV Members must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

PRICE DECREASES. During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

VERIFYING THE CONTRACT PRICES. The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

SPECIFICATION REQUIREMENTS FOR BITUMINOUS MATERIAL

All bituminous material items shall comply with the latest specifications per the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction - 2020 Edition, available online at http://www.dot.state.mn.us/pre-letting/spec/index.html and the Wisconsin Department of Transportation Standard Specifications available online at https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/stndspec.aspx. Specification sections for each material type on the Price Schedules are included below for convenience

2231 - BITUMINOUS SURFACE RECONDITIONING

2231.1 DESCRIPTION

This work consists of reconditioning the existing pavement surface before constructing a bituminous overlay or surfacing courses.

2231.2 MATERIALS

A Bituminous Patching Mixture
Provide bituminous patching material matching the type of material used in the first layer of bituminous surfacing placed on the reconditioned surface.

B Mixture for Joints and Cracks
Provide a mixture for joints and cracks consisting of a prepared mix of fine aggregate and bituminous material in accordance with the following requirements:

Table 2231.2-1
Joint and Cracks Mixture Requirements

Material	Requirement
½ inch Sieve	100*
No. 8 Sieve	45 – 80*
No. 200 Sieve	2.0 – 7.0*
Aggregate Spall	< 5 percent
Bituminous Material|	6.5 – 7.0†

* Percent passing requirement.
| Match PG grade to grade used on first Lift of plant mixed asphalt.
† Percent by weight

C Joint and Crack Filler
Provide joint and crack filler in accordance with the special provisions.

2357 - BITUMINOUS TACK COAT

2357.1 DESCRIPTION

This work consists of applying bituminous material (emulsion or cutback asphalt) on a bituminous or concrete pavement prior to paving a new lift of Plant Mixed Asphalt.

2357.2 MATERIALS

A Bituminous Material 3151
The bituminous material for tack coat will be limited to one of the following kinds of emulsified asphalt. Use of medium cure cutback asphalt (MC-250) is allowed during the early and late construction season when it is anticipated the air temperature may drop below 32 degrees Fahrenheit.

Allowable grades are as follows:

Emulsified Asphalt

AASHTO M 208, “Standard Specification for Cationic Emulsified Asphalt,” dilution of the emulsion to 7 parts emulsion to 3 parts water is only allowed by the supplier. No field dilution is allowed. The storage tank for diluted emulsion must have a recirculation system or agitator that will prevent settlement or separation of the Material.

Table 2357-1
Residual Asphalt Content

	Minimum Residual Asphalt Content	
Emulsion	Undiluted	Diluted (7:3)
CSS-1 or CSS-1h	57%	40%

Cutback Asphalt

Medium Cure Liquid Asphalt MC-250

Use only sources listed on the Approved/Qualified Products List for "Asphalt Products."

2357.3 CONSTRUCTION REQUIREMENTS

A Restrictions

Conduct tack coat operations in a manner that offers the least inconvenience to traffic. Maintain movement in at least one direction at all times without pickup or tracking of the bituminous material.

Do not apply the tack coat when the road surface or weather conditions are unsuitable as determined by the Engineer. Limit the daily application of tack coat to approximately the area on which construction of the subsequent bituminous course can reasonably be expected to be completed that day.

B Equipment

Apply the bituminous material with a distributor meeting the requirements of 2360.3.B.2.d.

C Road Surface Preparations

Remove all foreign matter on the road surface before applying tack coat and dispose of as approved by the Engineer.

Apply the bituminous tack coat material to a dry and clean roadway surface. All necessary repairs or reconditioning must have been completed as provided for in the Contract and approved by the Engineer.

D Application of Bituminous Tack Coat Material

Unless otherwise indicated in the Plans or provisions, apply the bituminous tack coat material within the application rates shown below in Table 2357.3-1, as based on pavement type or condition and type of bituminous material. **Dilution of asphalt emulsion in the field is not allowed.**

Before placing an abutting bituminous course, provide a uniform coating of liquid asphalt or emulsified asphalt to the contact surfaces of all fixed structures and at the edge of the in-place mixture in all courses at transverse joints and in the final wearing course at longitudinal joints.

All tack coat must break and turn from brown to black, before paving the subsequent lift or course. Do not allow vehicles to drive on tack that has not broken.

Apply a uniform tack coat to the existing asphalt or concrete surface and to the surface of each course or lift constructed, except for the final course or lift. Tack each lift when placing multiple lifts in the same day. Uniform application will not have streaks (corn rows), bare spots, puddles, or other irregular patterns. The Engineer will compare the freshly sprayed emulsion to a brown sheet of construction paper or a black sheet of construction paper for broken tack coat to determine conformance with tack coat application uniformity.

Using a distance of 1,000 feet perform a yield check at the beginning of each project to verify the application rate is correct. The Engineer may require additional yield checks be performed if the application rate is questioned.

The Engineer may also require the Contractor to verify application is within 10% of the intended application rate by ASTM D2995, Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors, test method A.

Table 2357.3-1
Tack Coat Application Rates

	Application Rates - gallon/square yard		
Surface Type	**Undiluted Emulsion**	**Diluted Emulsion (7:3)***	**MC Cutback ||**
New Asphalt	0.04 to 0.06	0.06 to 0.09	0.05 to 0.07
Old Asphalt† and PCC	0.05 to 0.09	0.075 to 0.135	0.09 to 0.11
Milled Asphalt and Milled PCC	0.06 to 0.09	0.09 to 0.135	0.09 to 0.11

Notes:
*As provided by the asphalt emulsion supplier (see 2357.2A, "Bituminous Material")
|| Use when approved by the Engineer
† Older than 1 year

E Bituminous Temperature
The application temperature of the bituminous material will be:

CSS-1, CSS-1H 70 to 160º F
MC-250 165 to 220º F

F Bituminous Sampling
Sample asphalt emulsion from either the spigot or a nozzle on the distributor according to the schedule of materials control.

G Pedestrian Crossings
Spread sand on newly tacked surfaces at regularly utilized and open for public use pedestrian crossings.

H Acceptance of Tack Material
The Engineer will address failures related to 3151, “Bituminous Material,” in accordance with 2357.5A, “Monetary Adjustments.” Deficiencies related to workmanship or application will be addressed in accordance with 1512, “Unacceptable and Unauthorized Work.”

2357.4 METHOD OF MEASUREMENT
Bituminous material used for tack coat will be measured by volume at 60° F…

2357.5 BASIS OF PAYMENT
Payment for the accepted quantity of asphalt emulsion and cutback shall be at the Contract price per unit of measure. The cost of providing and applying sand at pedestrian crossings will be incidental.

Payment for the tack coat will be made based on the following schedule:

Item No:	**Item:**	**Unit:**
2357.506	Bituminous Material for Tack Coat	Gallon

If the contract does not contain a pay item for Bituminous Material for Tack Coat, the cost will be incidental to the project work with no direct compensation made.

2360 PLANT MIXED ASPHALT PAVEMENT

2360.1 DESCRIPTION

This work consists of constructing plant mixed asphalt pavement on a prepared surface.
Plant mixed asphalt pavement designed according to a gyratory mix design method for use as a pavement surface.

A Mixture Designations

The Department will designate the mixture for asphalt mixtures in accordance with the following:

(1) The first two letters indicate the mixture design type:
(1.1) SP = Gyratory Mixture Design.

(2) The third and fourth letters indicate the course:
(2.1) WE = Wearing and shoulder wearing course, and
(2.2) NW = Non-wearing Course.

(3) The fifth letter indicates the maximum aggregate size:
(3.1) A = ½ in [12.5mm], SP 9.5,
(3.2) B = ¾ in [19.0mm], SP 12.5,
(3.3) C = 1 in [25.0mm], SP 19.0, and
(3.4) D = ⅜ in [9.5mm], SP 4.75.

(4) The sixth digit indicates the Traffic Level (ESAL's × 10^6) in accordance with Table 2360-1, "Traffic Levels".

Table 2360-1
Traffic Levels

Traffic Level	20 Year Design ESALs
2 *	< 1
3 ‖	1 – < 3
4	3– < 10
5	10 – ≤ 30
6	>30 (See SMA Provision)
NOTE: The requirements for gyratory mixtures in this specification are based on the 20-year design traffic level of the project, expressed in Equivalent Single Axle Loads (ESAL's) 1 × 106 ESALs	
* AADT < 2,300	
‖ AADT > 2,300 to < 6,000	

(5) The last two digits indicate the air void requirement:
(5.1) 40 = 4.0 percent for wear mixtures, and
(5.2) 30 = 3.0 percent for non-wear and shoulder.

(6) The letter at the end of the mixture designation identifies the asphalt binder grade in accordance with Table 2360.1-2, "Asphalt Grades".

Table 2360.1-2
Asphalt Grades

Letter	Grade
A	PG 52S – 34
B	PG 58S – 28
C	PG 58H – 34
E	PG 58H – 28
F	PG 58V – 34
H	PG 58V – 28
I	PG 58E – 34
L	PG 64S – 22
M	PG 49S – 34

Ex: Gyratory Mixture Designation -- SPWEB540E (Mix Design Type, Course, Aggregate Size, Traffic Level, Voids, Binder)

2360.2 MATERIALS

A Aggregate

Use aggregate materials in accordance with 3139

B Asphalt Binder Material ----------3151

C Additives

The Department defines additives as material added to an asphalt mixture or material that does not have a specific pay item.

Do not incorporate additives into the mixture unless approved by the Engineer. Add anti-foaming agents to asphalt cement at the dosage rate recommended by the manufacturer. The Contractor may add mineral filler in quantities no greater than 5 percent of the total aggregate weight. The Contractor may add hydrated lime in quantities no greater than 2 percent of the total aggregate weight. Do not add a combination of mineral filler and hydrated lime that exceeds 5 percent of the total aggregate weight. Use methods for adding additives as approved by the Engineer.

C.1 Mineral Filler ----------AASHTO M 17

C.1.a Mineral Filler – Hydrated Lime

Provide hydrated lime for asphalt mixtures with no greater than 8 percent unhydrated oxides (as received basis) and meeting the requirements of AASHTO M 216. Use a method to introduce and mix hydrated lime and aggregate as approved by the Engineer before beginning mixture production.

C.2 Liquid Anti-Stripping Additive (Contractor Added)

If adding a liquid anti-strip additive to the asphalt binder, complete blending before mixing the asphalt binder with the aggregate. Only use liquid anti-strip additives that ensure the asphalt binder meets the Performance Grade (PG) requirements in 3151. The Contractor may use asphalt binder with liquid anti-strip added at the refinery or the Contractor may add liquid anti-strip at the plant site. If using asphalt binder with liquid anti-strip added at the refinery, ensure the supplier tests the binder and additive blend to confirm compliance with the AASHTO M 320. If an anti-strip agent is added at the plant, the plant mixed asphalt producer is considered a supplier, and the binder must conform to the requirements of 3151. Do not pave until the asphalt binder and additive blend testing results meet the criteria in 2360.2B, “Asphalt Binder Material”.

C.2.a Mixture Requirements at Design

Design the mixture with the same asphalt binder supplied to the plant site using mixture option 1, “Laboratory Mixture Design” or mixture option 2, “Modified Mixture Design”.

Provide documentation with either design option and include the amount of anti-strip needed to meet the minimum tensile strength requirements. Verify that the binder with the anti-strip meets the PG binder requirements for the mixture.

C.2.b Contractor Production Testing Requirements

Sample and test the asphalt binder and anti-strip blend daily. The Contractor may test the blend by viscosity, penetration, or dynamic sheer rheometer (DSR) of the blend. If the contract requires the use of a polymer modified asphalt binder in the mixture, use the DSR as the daily QC test.

Send the Engineer and MnDOT Chemical Laboratory Director a weekly QC report summarizing the results of the daily testing.

Perform at least one test bi-weekly per project to ensure the binder and anti-strip blend meets the requirements of AASHTO M 320. Send the test results to the Engineer and MnDOT Chemical Laboratory Director.

Provide asphalt binder and anti-strip blend field verification samples in accordance with 2360.2G.7, “Production Test”.

C.2.c Liquid Anti-Strip Additive Metering System
Include a liquid anti-strip flow meter and an anti-strip pump with the metering system. Connect the flow meter to the liquid anti-strip supply to measure and display only the anti-strip being fed to the asphalt binder.

Position the meter readout so that the inspector can easily read it.

Provide means to compare the flow meter readout with the calculated output of the anti-strip pump.

Provide a system that displays the accumulated anti-strip quantity being delivered to the mixer unit in gallons [liters] to the nearest gallon [liter] or in units of tons [metric tons] to the nearest 0.001 ton [0.001 tonnes].

Calibrate and adjust the system to maintain an accuracy of ± 1 percent.

Calibrate each plant set-up before producing the mixture.

“Stick” the anti-strip tank at the end of the day‘s production to verify anti-strip usage quantities. The Engineer may require “sticking” on a daily basis.

Ensure the system has a spigot for sampling the binder and anti-strip after blending.

Use alternative blending and metering systems only when pre-approved by the Engineer.

C.3 Coating and Anti Stripping Additive 3161

C.4 Warm Mix Asphalt (WMA)
WMA is allowed on all projects. Any mix that is produced at temperatures 30°F or lower than typical HMA mixing temperature of the asphalt binder, as defined by the asphalt supplier, is considered as WMA. The WMA can be manufactured through use of foamed asphalt and/or chemical additive processes. Notify the Engineer in advance of using any WMA additive or process. When chemical additives are used, provide the plant mixing and the laboratory mixing, and compaction temperatures as recommended by the manufacturer of the additive.

D Bituminous Tack Coat 2357

E Mixture Design

E.1 Submittal Location
Submit documentation and sample aggregate materials for review to the District Materials Laboratory.

E.2 Aggregate Quality
Provide aggregate in accordance with 3139.2.

E.3 Restrictions
Do not add aggregates and materials not included in the original mixture submission unless otherwise approved by the Engineer.

E.4 Responsibility
Design a gyratory mixture that meets the requirements of this specification in accordance with the following:
(1) MnDOT Laboratory Manual Method 1820,
(2) The Asphalt Institute‘s Superpave Mix Design Manual SP-2 (Use a 2 h short term aging period for volumetric),
and
(3) The Laboratory Manual.

E.5 Type of Mixture Design Submittal

E.5.a Option 1 — Laboratory Mixture Design

E.5.a (1) Aggregate
Submit the aggregate samples for option 1, at least 15 working days before beginning production samples for quality testing. At least 30 calendar days before beginning asphalt production, submit samples of aggregates that require the magnesium sulfate soundness test to the District Materials Laboratory. Test the samples for quality of each source, class, type, and size of virgin and non-asphaltic salvage aggregate source used in the mix design. Retain a companion sample of equal size until the Department issues a Mixture Design Report. Provide 24 h notice of intent to sample aggregates to the Engineer. Provide samples in accordance with the following:

Table 2360.2-1
Aggregate Sample Size

Classification	Sieve	Weight
Virgin	Retained on No. 4	80 lb.
Virgin	Passing No. 4	35 lb.
Recycled asphalt pavement (RAP)	—	80 lb.
Recycled asphalt shingles (RAS)	—	10 lb. sample of representative RAS material

E.5.a (2) Mixture Sample
At least 7 working days before the start of asphalt production, submit the proposed Job Mix Formula (JMF) in writing and signed by a Level II Quality Management mix designer for each combination of aggregates to be used in the mixture. Include test data to demonstrate conformance to mixture properties as specified in Table 2360.2-4, “Mixture Requirements”, and 3139.2, “Bituminous Aggregates”. Use forms approved by the Department for the submission.

Submit an uncompacted mixture sample plus briquettes, in conformance with the JMF, compacted at the optimum asphalt content and required compactive effort for laboratory examination and evaluation. Provide a mixture sample size and the number of compacted briquettes and in accordance with the following:

Table 2360.2-2
Mixture Sample Requirements

Item	Gyratory Design
Uncompacted mixture sample size	75 lb.
Number of compacted briquettes	2

E.5.a (3) Tensile Strength Ratio Sample
At least 7 days before actual production, submit sample to the District Materials Laboratory for verification of moisture sensitivity retained tensile strength ratio (TSR). The Engineer may test material submitted for TSR verification for maximum specific gravity G_{mm} compliance in addition to TSR results. The Engineer will reject the submitted mix design if the tested material fails to meet the G_{mm} tolerance. If the Engineer rejects a mix design, submit a new mix design in accordance with 2360.2E, “Mixture Design”. The Contractor may use one of the following options to verify that the TSR meets the requirements in Table 2360.2-4, “Mixture Requirements”.

E.5.a (4) Option A
Batch material at the design proportions including optimum asphalt. Split the sample before curing and allow samples to cool to room temperature, approximately 77 °F. Submit 80 lb. of mixture to the District Materials Laboratory for curing and test verification. Use a cure time of 2 h ±15 minutes at 290 °F cure time for both groups and follow procedures Laboratory Manual Method 1813.

E.5.a (5) Option B
Batch and cure in accordance with Option A. Compact and submit briquettes and uncompacted mixture in accordance with Table 2360.2-3, “Option B Mixture Requirements”.

Table 2360.2-3 Option B Mixture Requirements	
Item	**Gyratory Design**
Un-compacted mixture sample size	8,200 g
Number of compacted briquettes*	6
Compacted briquette air void content	6.5 % – 7.5 %
* 6 in [150 mm] specimens.	

For both options, cure for 2 h ±15 min at 290° F meeting the requirements in the MnDOT Laboratory Manual Method 1813.

E.5.a (6) Aggregate Specific Gravity
Determine the specific gravity of aggregate in accordance with Laboratory Manual Methods 1204 and 1205.

E.5.b Option 2 — Modified Mixture Design
The Contractor may use the modified mixture design if testing shows that the aggregates meet the requirements of 3139.2 in the current construction season and if the Level II mix designer submitting the mixture design has at least 2 years' experience in mixture design. The Department will not require mixture submittal.

E.5.b(1) Mixture Aggregate Requirements
Size, grade, and combine the aggregate fractions in proportions that are in accordance with 3139.2A.

E.5.b(2) JMF Submittal
At least 2 working days before beginning asphalt production, submit a proposed JMF in writing to the District Materials Laboratory signed by a Level II Quality Management mix designer for each combination of aggregates. For each JMF submitted, include documentation in accordance with 2360.2E.5.a, "Option1 – Laboratory Mixture Design", to demonstrate conformance to mixture properties as specified in Table 2360.2-4, -- Mixture Requirements, ‖ and Table 3139.2-3, "Mixture Aggregate Requirements". Submit the JMF on forms approved by the Department.

E.5.b(3) Initial Production Test Verification
The Department will take a mix verification sample within the first four samples at the start of production of each mix type. The Engineer will notify the Contractor electronically when a sample is to be taken and tested for tensile strength ratio (TSR). Initial production testing will be done within the first 5,000 tons [4500 tonnes] of the start of production.

E.6 Mixture Requirements
The Department will base mixture evaluation on the trial mix tests and in accordance with Table 2360.2-4, "Mixture Requirements".

Table 2360.2-4 Mixture Requirements				
Traffic Level	**2**	**3**	**4**	**5**
20-year design ESALs	< 1 million	1 – 3 million	3 – 10 million	10 – 30 million
Gyratory mixture requirements:				
Gyrations for N_{design}	40	60	90	100
% Air voids at N_{design}, wear	4.0	4.0	4.0	4.0
% Air voids at N_{design}, Non-wear and all shoulder	3.0	3.0	3.0	3.0
Adjusted Asphalt Film Thickness, minimum micrometer	8.5	8.5	8.5	8.5
TSR*, minimum %	75‖	75‖	80†	80†
Fines/effective asphalt	0.6 – 1.2	0.6 – 1.2	0.6 – 1.2	0.6 – 1.2
* Use 6 in [150 mm] specimens in accordance with 2360.2G.7.I, "Field Tensile Strength Ratio (TSR)". ‖ MnDOT minimum = 65 † MnDOT minimum = 70				

E.7 Minimum Ratio of Added Asphalt Binder to Total Asphalt Binder

Control recycled materials used in mixture by evaluating the ratio of new added asphalt binder to total asphalt binder as show in Table 2360.2-5.

Table 2360.2-5
Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder* min%:

Specified Asphalt Grade 2	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58X[3]-28, PG 52S-34, PG 49-34, PG 64S-22			
Wear	70	70	70
Non-Wear	70	70	65
PG 58X[3]-34			
Wear & Non-Wear	80	80	80

1 The ratio of added new asphalt binder to total asphalt binder is calculated as (added binder/total binder) x 100

2 The Contractor can elect to use a blending chart to verify compliance with the specified binder grade. The Department may take production samples to ensure the asphalt binder material meets the requirements. The blending chart is on the Bituminous Office Website.

[3]X=S,H,V,E

E.8 Adjusted Asphalt Film Thickness (Adj. AFT) MnDOT Laboratory Manual Method 1854

Ensure the adjusted asphalt film thickness (Adj. AFT) of the mixture at design and during production meets the requirements of Table 2360.2-4, “Mixture Requirements”. Base the Adj. AFT on the calculated aggregate surface area (SA) and the effective asphalt binder content.

E.9 Documentation

Include the following documentation and test results with each JMF submitted for review:

(1) Names of the individuals responsible for the QC of the mixture during production,
(2) Low project number of the contract on which the mixture will be used,
(3) Traffic level and number of gyrations,
(4) The following temperature ranges as supplied by the asphalt binder supplier:
  (4.1) Laboratory mixing and compaction,
  (4.2) Plant discharge, and
  (4.3) Field compaction.
(5) The percentage in units of 1 percent (except the No. 200 sieve [0.075 mm] in units of 0.1 percent) of aggregate passing each of the specified sieves (including the No. 16, No. 30, No. 50, and No. 100) for each aggregate to be incorporated into the mixture. Derive the gradation of the aggregate from the RAP after extracting the residual asphalt.
(6) Source descriptions of the following:
  (6.1) Location of material,
  (6.2) Description of materials,
  (6.3) Aggregate pit or quarry number, and
  (6.4) Proportion amount of each material in the mixture in percent of total aggregate.
(7) Composite gradation based on (5) and (6) above. Include virgin composite gradation based on (6) and (7) above for mixtures containing RAP/RAS.
(8) Bulk and apparent specific gravities and water absorption (by % weight of dry aggregate). Both coarse and fine aggregate, for each product used in the mixture (including RAP/RAS). Use MnDOT Laboratory Manual Method 1204 and 1205. The tolerance allowed between the Contractor's and the Department's specific gravities are Gsb (individual) = 0.040 [+4 and -4] and Gsb (combined) = 0.020.
(9) FHWA 0.45 power chart represented by the composite gradation plotted on Federal Form PR-1115
(10) Test results from the composite aggregate blend at the proposed JMF proportions showing compliance with Table 3139.2-3:
  (10.1) Coarse Aggregate Angularity,
  (10.2) Fine Aggregate Angularity, and
  (10.3) Flat and Elongated

(11) Extracted asphalt binder content for mixtures containing RAP/RAS with no retention factor included.
(12) Asphalt binder percentage in units of 0.1 percent based on the total mass of the mixture and the PG grade.
(13) Each trial mixture design includes the following:
  (13.1) At least 3 different asphalt binder contents (with at least 0.4 percent between each point), with at least one point at, one point above and one point below the optimum asphalt binder percentage.
  (13.2) Maximum specific gravity for each asphalt binder content calculated based on the average of the effective specific gravities measured by using at least two maximum specific gravity tests at the asphalt contents above and below the expected optimum asphalt binder content.
  (13.3) Test results on at least two specimens at each asphalt binder content for the individual and average bulk specific gravities, density, and heights.
  (13.4) Percent air voids of the mixture at each asphalt binder content.
  (13.5) Adj. AFT for each asphalt binder content.
  (13.6) Fines to Effective Asphalt (F/A) ratio calculated to the nearest 0.1 percent.
  (13.7) TSR at the optimum asphalt binder content.
  (13.8) Graphs showing air voids, adjusted AFT, Gmb, Gmm and unit weight vs. percent asphalt binder content for each of the three asphalt binder contents submitted with trial mix.
  (13.9) Evidence that the completed mixture will conform to design air voids (Va), Adj. AFT, TSR, F/Ae (Fines to effective asphalt ratio).
  (13.10) Gyratory densification tables and curves generated from the gyratory compactor for all points used in the mixture submittal.
  (13.11) % new asphalt binder to total asphalt binder.
(14) The Contractor has the option of augmenting the submitted JMF with additional sand or rock. When using this option, provide samples of the aggregate for quality analysis in accordance with 2360.2E.5, “Type of Mixture Design Submittal”. Also provide mix design data for two additional design points per add-material. Provide one point to show a proportional adjustment to the submitted JMF that includes 5 percent, by weight, add-material at the JMF optimum asphalt percent. Provide a second point to show a proportional adjustment to the submitted JMF that includes 10 percent, by weight, add material at the JMF optimum asphalt percent. Report the following information for each of these two points:
  (14.1) The maximum specific gravity determined by averaging two tests,
  (14.2) Test results showing the individual and average bulk specific gravity, density, and height of at least two specimens at the optimum asphalt binder content,
  (14.3) Percent air voids for the mixture for each point,
  (14.4) Fines to Effective Asphalt ratio calculated to the nearest 0.1 of a percent,
  (14.5) Crushing of the coarse and fine aggregate,
  (14.6) Adj. AFT, and,
  (14.7) Up to two add materials will be allowed.

F Mixture Design Report

The Department will provide a Mixture Design Report consisting of the JMF. Include the following in the JMF:

(1) Composite gradation,
(2) Aggregate component proportions,
(3) Asphalt binder content of the mixture,
(4) Design air voids,
(5) Adj. asphalt film thickness, and
(6) Aggregate bulk specific gravity values.

Show the JMF limits for gradation control sieves in accordance with aggregate gradation broadbands shown in Table 3139.2-2, percent asphalt binder content, air voids, and Adj. AFT. If the Department issues a Mixture Design Report, this report only confirms that the Department reviewed the mixture and that it meets volumetric properties shown in Table 2360.2-4 and Table 2360.2-5. The Department

makes no guaranty or warranty, either express or implied, that compliance with volumetric properties ensures specification compliance regarding placement and compaction of the mixture.

Provide materials meeting the requirements of the aggregate and mixture design before issuing a Mixture Design Report. The Department will review two trial mix designs per mix type designated in the plan per contract at no cost to the Contractor. The Department will verify additional mix designs at a cost of $2,000 per design.

Provide a Department - reviewed Mixture Design Report for all paving except for small quantities of material as described in 2360.3G, “Small Quantity Paving”.

For city, county, and other agency projects, provide the District Materials Laboratory a complete project proposal, including addenda, supplemental agreements, change orders, and plans sheets, including typical sections, affecting the mix design before the Department begins the verification process.

G Mixture Quality Management

G.1 Quality Control (QC)
The Contractor will perform Quality Control (QC) as part of the production process. QC is the process control of the operations related to mixture production and determining the quality of the mixture being produced. The QC sample is the Contractor ‘s sample taken and tested during production and used to control the production process. Provide and maintain a QC program for plant mix asphalt production, including mix design, process control inspection, sampling and testing, and adjustments in the process related to the production of an asphalt pavement.

G.1.a Plant Certification
Provide the following to obtain certification:
(1) Completed and submitted request form application for plant inspection.
(2) Site map showing stockpile locations.
(3) Signed asphalt plant inspection report showing the plant and testing facility passed as documented by Asphalt Plant Inspection Report (TP 02142-02, TP 02143-02). The inspection report must also include documentation showing plant and laboratory equipment has been calibrated and is being maintained to the tolerance shown in the Bituminous Manual and sections 1200, 1800, and 2000 of the Mn/DOT Laboratory Manual.
(4) A Department-signed Mixture Design Report (MDR) before mixture production.

G.1.b Maintaining Certification
Maintain plant certification by documenting the production and testing of the certified plant asphalt mixtures. Sample and test asphalt mixtures in accordance with this section and meeting the requirements of the Schedule of Materials Control.

G.1.b(1) Annual Certification
Perform annual certification after winter suspension.

G.1.b(2) Sampling Rate
Sample at the rate in accordance with 2360.2G.6 and the requirements of the Schedule of Materials Control.

G.1.b(3) Plant Moved
Recertify the plant if the plant moves to a new or previously occupied location.

G.1.c. Plant Certification Revocation
The Engineer may revoke certification for any of the following reasons:

(1) If the mix does not meet the requirements of 2360.2E.6, 2360.2E.7, and 3139.2A.
(2) If there is a failure to meet the testing rates, or
(3) If it is determined records were falsified.
If the Engineer revokes plant certification, the Department may revoke the Technical Certification of the individual or individuals involved. The Department will maintain a list of companies with revoked certifications.

G.2 Quality Assurance (QA)

The Engineer will perform Quality Assurance (QA) as part of the acceptance process. QA is the process of monitoring and evaluating various aspects of the Contractor ‘s testing as described below. The QA sample is the Department ‘s companion sample to the Contractor ‘s QC sample. QA testing is performed to accept the work. The Engineer will perform the following:

(1) Conduct QA and verification sampling and testing,
(2) Observe the QC sampling and tests,
(3) Monitor the required QC summary sheets and control charts,
(4) Verify calibration of QC laboratory testing equipment,
(5) Communicate Department test results to the Contractor ‘s personnel on a daily basis, and
(6) Ensure Independent Assurance (IA) sampling and testing requirements are met.

If the Engineer observes that the Contractor is not performing sampling and quality control tests in accordance with the applicable test procedures, the Engineer may stop production until the Contractor takes corrective action. The Engineer will notify the Contractor of observed deficiencies promptly, both verbally and in writing.

The Engineer may obtain additional samples, at any time and location during production, to determine quality levels in accordance with 2360.2G.3, “Verification Sample”.

The Department will post a chart with the names and telephone numbers for the personnel responsible for QA.

The Engineer will calibrate and correlate laboratory testing equipment in accordance with the Bituminous Manual and Laboratory Manual.

Table 2360.2-6
Allowable Differences between Contractor and Department Test Results*

Item	Allowable Difference
Mixture bulk specific gravity (G_{mb})	0.030
Mixture maximum specific gravity (G_{mm})	0.019
Adjusted AFT (calculated)	1.2
Fine Aggregate Angularity, uncompacted voids (U) %	1
Coarse Aggregate Angularity, % fractured faces (%P)	15
Aggregate Individual Bulk Specific Gravity (+ No. 4 [+4.75 mm])	0.040
Aggregate Individual Bulk Specific Gravity (- No. 4 [-4.75mm])	0.040
Aggregate combined blend Specific Gravity (G_{sb})	0.020
Tensile strength ratio (TSR), %	Table 2360.2-4
Asphalt binder content:	
Meter method, %	0.2
Spot check method, %	0.2
Chemical extraction methods, %	0.4
Incinerator oven, %	0.3
Chemical vs. meter, spot check, or incinerator methods	0.4
Incinerator oven vs. spot check	0.4
Gradation sieve, % passing:	
1 in , ¾ in , ½ in , ⅜ in	6
No. 4 [4.75 mm]	5
No. 8, No. 16, No. 30	4
No. 50	3
No. 100	2
No. 200	1.2
* Test tolerances listed are for single test comparisons.	

G.3 Verification Sample

The Department will take at least one randomly determined sample daily per mix type from behind the paver or from the truck box and will consider this a verification sample. The split of this sample, given to the Contractor, must be tested by the Contractor and will replace the next scheduled QC sample. Sample enough Material to accommodate retesting in case the samples fail.

The Department will perform verification testing on production tests and will include the test results on the test summary sheet and compare test results to Specification requirements. Additionally, the Department's verification test will be compared to the Contractor's verification companion to validate compliance with Table 2360.2-6.

The Contractor may access the Department's verification test results for Gmm (mixture maximum gravity), Gmb (mixture bulk gravity), air voids (calculated), asphalt binder content, within 2 Working Days from the time the sample is delivered to the District Laboratory. The Department will provide the gradation, crushing, and Adj. AFT (calculated) results to the Contractor within 3 Working Days.

If the tolerances between the Contractor's verification companion and the Department's verification sample do not meet the requirements of Table 2360.2-6, the Department will retest the Material.

If the verification sample retests do not meet tolerances:

1) The Department will immediately investigate the cause of the difference. This will include a review of testing Equipment, procedures, worksheets, and personnel to determine the source of the problem. The Engineer may require both the Department and Contractor to perform at least one hot-cold comparison of mixture properties as discussed below.

2) The Department will test all QA samples for that day and base acceptance on QC data with substitution of Department test results for those parameters out of tolerance. Volumetric properties will be recalculated if necessary. If the Adj. AFT calculation does not meet the tolerance, equalize the Department Adj. AFT result by increasing the original Department value by 0.5 microns. Use the increased Department Adj. AFT for the individual Adj. AFT result and to calculate the moving average Adj. AFT results. The increased Department Adj. AFT will form the basis for acceptance.

Cease mixture production and placement if reestablished test results do not meet tolerances within 48 hours. Resume production and placement only after meeting the tolerances. The process for dispute resolution is available on the Bituminous Office website.

If the Engineer analyzes the data using statistical methods for determination of bias and finds a bias in the test results, the Engineer will specify which results to use. If through analysis of data, it is determined that there is a bias in the test results, the Engineer will determine which results are appropriate and will govern.

G.3.a Hot-Cold Comparison

To perform a hot-cold comparison, split the sample into three representative portions. The Engineer will observe the Contractor testing. The Contractor will compact and determine mix properties from one portion while still hot. Apply additional heating to raise the temperature of the sample to compaction temperature if necessary. Allow the second and third portions to cool to air temperature. One portion will be reheated and tested by the Department and the other portion will be reheated and tested by the Contractor. On the same day and at the same time as the District Materials Laboratory, reheat mix samples to 160°F to allow splitting of the sample into representative fractions for the various tests. Do not overheat the mixture portions used for testing maximum specific gravity. Heat samples to compaction temperature and compact.

Develop a calibration factor to compare the specific gravity of the hot compacted samples to reheated compacted samples. Use at least two gyratory specimens for each test. The Engineer or the Contractor may request that this test be repeated.

G.4 Contractor Quality Control

G.4.a Personnel

Submit an organizational chart listing the names and phone numbers of individuals and alternates responsible for the following:

(1) Mix design,
(2) Process control administration, and
(3) Inspection.

Provide QC technicians certified as a Level I Bituminous Quality Management (QM) Tester meeting the requirements of the MnDOT Technical Certification Program for QC testing and Level II Bituminous QM Mix Designer to make process adjustments. Provide at least one person per paving operation certified as a Bituminous Street Inspector.

Provide a laboratory with equipment and supplies for Contractor quality control testing and maintain with the following:

(1) Up-to-date equipment calibrations and a copy of the calibration records with each piece of equipment,
(2) Telephone,
(3) Fax and copy machine; however, the Engineer may waive the requirement to have a fax machine if internet and email are available,
(4) Internet and Email,
(5) Computer,
(6) Printer, and
(7) Microsoft Excel, version 2013 or newer

Laboratory equipment need to meet the requirements listed in Section 400 of the Bituminous Manual, Laboratory Manual, and these specifications, including having extraction capabilities. Before beginning production, the laboratory equipment needs to be calibrated and operational.

Calibrate and correlate all testing equipment in accordance with the Bituminous Manual and Laboratory Manual. Keep records of calibration for each piece of testing equipment in the same facility as the equipment.

G.4.b Sampling and Testing

Take QC samples at random tonnage or locations, quartered from a larger sample of mixture. Sample randomly and in accordance with the Schedule of Materials Control. Determine random numbers and tonnage or locations using the Bituminous Manual, Section 720.4, or ASTM D3665, Standard Practice for Random Sampling of Construction Materials, Section 5, or an Engineer approved alternate method of random number generation. Sample either behind the paver or from the truck box at the plant site. Other sampling locations can be approved by the Engineer. The Contractor must decide and notify the Engineer where samples will be taken before production begins. The Contractor and Engineer must both agree to a change of sampling location once production has begun. The procedure for truck box sampling is on the Bituminous Office website. The Contractor will obtain at least a 130-pound sample. Split the sample in the presence of the Inspector. When truck box sampling and testing is performed at the plant site, in order to account for asphalt absorption, the sample needs to be kept heated at the compaction temperature for 30 minutes before splitting and batching into test portions. The Inspector will retain possession of the portion of each split sample that is taken. Store compacted mixture specimens and loose mixture companion samples for 10 Calendar Days. Label these split companion samples with companion numbers.

If coarse and fine aggregate angularity are not evaluated for every QC sample retain the extracted gradation samples for the respective QC samples for additional testing. Keep the aggregate samples in containers with field identification labels for a period of 10 calendar days. The Engineer will identify which extracted gradation sample is the Verification Companion and whether it is to be tested for coarse and fine aggregate angularity.

G.5 Production Test Requirements

Determine the planned tonnage [metric tons] for each mixture planned for production during the production day. Divide the planned production by 1,000 and round to the next highest whole number. The result is the number of production tests required for the mixture. Table 2360.2-8, “Production Testing Rates” shows the required production tests.

Split the planned production into even increments and select sample locations as described above. If actual tonnage is greater than the planned tonnage, repeat the calculation above and provide additional tests if the calculation results in a higher number of production tests. During production, the Department will not require mixture volumetric property tests if mix production is no greater than 300 ton [270 tonne]. Provide production tests if the accumulative weight on successive days is greater than 300 ton [270 tonne].

If there is a choice of more than one MnDOT approved test procedure, select one method at the beginning of the project with the approval of the Engineer and use that method for the entire project. The Contractor and Engineer may agree to change test procedures during the construction of the project.

G.5a Establishing an Ignition Oven Correction Factor MnDOT Lab. Manual 1853 Appendix

On the first day of production, for each mixture type, both the Contractor and the Agency will establish an ignition oven correction factor from the produced mixture. Re-establish correction factors when:

There is aggregate or RAP substitutions

There are 3 or more tolerance failures on the extracted asphalt content between the Agency and the Contractor as defined by Table 2360.2-6, “Allowable Differences between Contractor and Department Test Results”.

G.6 Production Testing Rates

G.6.a Start –Up

At the start of production, for the first 2,000 ton [1,800 tonne] of each mix type, perform testing at the following frequencies:

Table 2360.2-7
Production Start-Up Testing Rates

Production Test	*Laboratory Manual* Method	Section
Bulk Specific Gravity	1806	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Maximum Specific Gravity	1807	236O.2G.7.c, "Maximum Specific Gravity, Gmm"
Air Voids (calculated)	1808	2360.2G.7.d, "Air Voids – Individual and Isolated, (Calculation)"
Asphalt Content	1853	236O.2G.7.a, "Asphalt Binder Content"
Add AC/Total AC Ratio (calculated}	1853	236O.2G.7.a, "Asphalt Binder Content"
Adj. AFT {Calculated)	1854	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Gradation	1203	2360.2G.7.f, "Gradation – Blended Aggregate
Coarse Aggregate Angularity	1214	2360.2G.7.g, "Coarse Aggregate Angularity"
Fine Aggregate Angularity (FAA)	1206	2360.2G.7.h, "Fine Aggregate Angularity"
Fines to Effective Asphalt Ratio (calculated)	1203 & 1853	2360.2G.7.f, "Gradation - Blended. Aggregate" & 236O.2G.7.a, "Asphalt Binder Content"

G.6.b Production
After producing the first 2,000 ton of each mix type test at the following frequencies:

Table 2360.2-8 Production Testing Rates

Production Test	Test Reference	Section
Bulk Specific Gravity	*Laboratory Manual* Method 1806	2360.2G.7.b, "Gyratory Bulk Specific Gravity, Gmb"
Maximum Specific Gravity	*Laboratory Manual* Method 1807	2360.2G.7.c, "Maximum Specific Gravity, Gmm"
Air Voids {calculated)	*Laboratory Manual* Method 1808	2360.2G.7.d, "Air Voids- Individual and Isolated (calculation}"
Asphalt Content	*Laboratory Manual* Method 18S3	2360.2G.7.a, "'Asphalt Binder Content"
Add AC/Total AC Ratio (calculated)	*Laboratory Manual* Method 1853	2360.2G.7.a, "'Asphalt Binder Content"
Adj. AFT(Calculated)	*Laboratory Manual* Method 18S4	2360.2G.7.e, "Adjusted Asphalt Film Thickness (AFT)(Calculation)"
Gradation	*Laboratory Manual* Method 1203	2360.2G.7.f, "Gradation- Blended Aggregate"
Coarse Aggregate Angularity	*Laboratory Manual* Method 1214	2360.2G.7.g, ·coarse Aggregate Angularity"
Fine Aggregate Angularity (FAA)	*Laboratory Manual* Method 1206	2360.2G.7.h, "Fine Aggregate Angularity"
Fines to Effective Asphalt Ratio (calculated)	*Laboratory Manual* Methods 1203 & 1853	2360.2G.7.f, "Gradation- Blended Aggregate" & 2360.2G.7.a, "Asphalt Binder Content"
TSR	*Laboratory Manual* Method 1813	2360.2G.7.i, "Field Tensile Strength Ratio (TSR}"
Aggregate Specific Gravity	*Laboratory Manual* Methods 1204, 1205, and 181S	2360.2G.7.j, "Aggregate Specific Gravity {Gsb)"
Mixture Moisture Content	*Laboratory Manual* Method 1855	2360.2G.7.k, "'Moisture Content"
Asphalt Binder	*Bituminous Manual* 720.2	2360.2G.7.l, "'Asphalt Binder Samples"

G.7 Production Tests

G.7.a Asphalt Binder Content
Spot checks are required only when the Engineer has waived the requirements of 2360.2G.8 relating to furnishing a computerized printout of the plant blending control system. A minimum of 1 spot check per day per mixture blend is required to determine the new added asphalt binder.

Use an incinerator oven meeting the requirements of the Laboratory Manual Method 1853. Do not use the incinerator oven if the percentage of Class B material is greater than 50 percent within the composite blend, unless the Contractor determines a correction factor approved by the Engineer.

Perform chemical extraction meeting the requirements of Laboratory Manual Method 1851 or 1852.

G.7.b Gyratory Bulk Specific Gravity, Gmb
Use two specimens to determine gyratory bulk specific gravity meeting the requirements of Laboratory Manual Method 1806. Set Gyratory to an internal angle of 1.16° ± 0.02° according to AASHTO TP 71.

G.7.c Maximum Specific Gravity, Gmm
Determine maximum specific gravity meeting the requirements of Laboratory Manual Method 1807.

G.7.d Air Voids – Individual and Isolated (Calculation)
Calculate the individual and isolated air voids meeting the requirements of Laboratory Manual Method 1808. Use the maximum mixture specific gravity and corresponding bulk specific gravity from a single test to calculate the isolated air voids. Use the maximum specific gravity moving average and the bulk specific gravity from a single test to calculate the individual air voids.

Compact gyratory design to N_{design} in accordance with Table 2360.2-4, “Mixture Requirementsǁ for the specified traffic level”.

G.7.e Adjusted Asphalt Film Thickness (AFT) (Calculation)
Calculate the Adj. AFT meeting the requirements of the Laboratory Manual Method 1854.

G.7.f Gradation – Blended Aggregate
Determine the gradation of blended aggregate sample, from an extracted bituminous mixture, meeting the requirements of Laboratory Manual Method 1203.

G.7.g Coarse Aggregate Angularity
Test the Coarse Aggregate Angularity (CAA) meeting the requirements of Laboratory Manual Method 1214 to determine the CAA on composite blend from aggregates used in production of hot mix asphalt. Ensure CAA test results meet the requirements in accordance with Table 3139.2-3.

The Contractor may test mixtures containing virgin aggregates from composite belt samples. Test mixtures containing RAP from extracted aggregates taken from standard production samples. Test the percentage of fractured faces of the composite aggregate blend less than 100 percent twice a day for each mixture blend for at least two days, then one test per day if the test samples meet the CAA requirements. If the CAA crushing test results are greater than 8 percent of the requirements, take one sample per day and perform one test per week.

G.7.h Fine Aggregate Angularity
Use Laboratory Manual Method 1206 to test the composite blend from aggregates used in production of asphalt mixtures for Fine Aggregate Angularity (FAA) meeting the requirements of Table 3139.2-3. The Contractor may test mixtures that contain virgin aggregates from composite belt samples. Test mixtures that contain RAP from extracted aggregates taken from standard production samples. Perform two tests per day for each mixture blend for at least two days to test the percentage of uncompacted voids from the composite aggregate blend, then one test per day if the samples meet FAA requirements. If FAA test results are greater than 5 percent of the requirement, take one sample per day and one test per week.

G.7.i Field Tensile Strength Ratio (TSR) Laboratory Manual Method 1813
If the Engineer requires sampling and testing of the mixture to verify tensile strength ratio (TSR), both the Contractor and the Department will be required to test these samples within 72 hours after sampling. The Contractor shall obtain a sample weighing at least 110 lb. [50 kg] and split the sample in half to provide a sample for the Department and the Contractor. Label the Department companion of this split with the following information:

(1) Date,
(2) Time,
(3) Project number, and
(4) Cumulative tonnage to date.

After the sample is split and labeled, give the Department ‘s companion sample to the Department Street Inspector or Plant Monitor or to the Materials Engineer within 24 hours of sampling as directed by the Engineer. When using Option 2, obtain the sample within the first 5,000 ton of plant mixed asphalt produced or by the second day of production, whichever comes first, to verify tensile strength ratio (TSR). Take mixture samples from the windrow or truck box. Provide a 6 in [150 mm] specimen for gyratory design. The Contractor may test the sample at a permanent lab site or a field lab site. Refer to Table 2360.2-9, “Mixture Type, Minimum TSR”, for the minimum acceptable TSR values for production. Stop production immediately if the material does not meet minimum TSR requirements. Do not resume production until after adding anti-strip to the asphalt binder. Determine the responsible party for the cost of the anti-strip in accordance with the Department and Contractor TSR values in Table 2360.2-10. If the Department is responsible for the cost of the anti-strip, the Department will only pay for the cost of the anti-strip for mixtures placed on that project. The Department will not pay for delay costs associated with making changes related to this testing.

Table 2360.2-9
Mixture Type, Minimum TSR

Traffic Level 2 – 3, %		Traffic Level 4 – 5, %	
Contractor	**Department**	**Contractor**	**MnDOT**
75	65	80	70

Table 2360.2-10
Anti-Strip Cost Responsibility

Gyratory Level	Contractor TSR	MnDOT TSR	Responsibility
2 – 3	≥ 75	≥ 65	No anti-strip required
		< 65	Contractor
	< 75	≥ 65	Department
		< 65	Contractor
4 – 5	≥ 80	≥ 70	No anti-strip required
		< 70	Contractor
	< 80	≥ 70	Department
		< 70	Contractor

Take another sample and test within the first 500 ton after production resumes. Stop production if the retest fails to meet the minimum specified value. Discuss a proposal to resolve the problem with the Engineer before resuming production. Do not operate below the specified minimum TSR if at least 2 successive tests fail the TSR requirements.

A new sample and retest are automatically required if a proportion changes by greater than 10 percent from the currently produced mixture for a single stockpile aggregate or the Engineer directs the Contractor to sample and retest.

G.7.j Aggregate Specific Gravity (G_{sb}) Laboratory Manual Methods 1204, 1205, 1815
Sample and test aggregate stockpiles to verify aggregate specific gravity if directed by the Engineer in conjunction with the District Materials Engineer. Provide 90 lb. representative stockpile samples for each aggregate component. Split samples in half to provide material for both the Department and the Contractor. Label the Department companion with the following information:

(1) Date,
(2) Time,
(3) Project number, and
(4) Approximate cumulative tonnage to date.

Give the Department companion to the Department Street Inspector or Plant Monitor immediately after splitting or to the Materials Engineer within 24 hours of sampling as directed by the Engineer. The Materials Engineer will compare the aggregate specific gravity results to the Contractor's values on the current Mix Design Report. If the results deviate beyond the tolerance in accordance with Table 2360.2-6, “Allowable Differences between Contractor and Department Test Results”, the Materials Engineer will

notify the Contractor and issue a new Mix Design Report with the current specific gravity results. Base new mixture placed after receiving notification of new specific gravity values on the Department results. The Engineer will notify the Contractor regarding new specific gravity values. The dispute resolution procedure for aggregate specific gravity is on the Bituminous Office website.

G.7.k Moisture Content Laboratory Manual Method 1855

Provide a mixture with moisture content no greater than 0.3 percent. Measure moisture content in the mixture behind the paver or, if approved by the Engineer, in the truck box. Sample and test as directed by the Engineer. Store the sample in an airtight container. Do not perform microwave testing.

Do not provide plant mixed asphalt with a moisture content greater than 0.3 percent.

G.7.l Asphalt Binder Samples

Obtain asphalt binder samples from a sampling valve located between the pump and the drum. Sample each type of asphalt binder used in mixture production after 50 tons of mixture has been produced, then sample at a rate of one per 250,000 gal. A minimum of 1 gallon of binder must be drawn and wasted from the sampling valve before the actual sample is drawn. For batch plants, obtain the asphalt binder sample from the weigh pod. Provide a 1 qt sized sample. The Inspector will monitor the sampling the Contractor performs. Record sample information on an Asphalt Sample Identification Card. Submit the sample to the Central Materials Laboratory. Contact the Department Chemical Laboratory Director for disposition of failing asphalt binder samples.

G.8 Documentation

Maintain documentation, including test summary sheets and control charts, on an ongoing basis. Maintain a file of gyratory specimen heights for gyratory compacted samples and test worksheets. File reports, records, and diaries developed during the work as directed by the Engineer. These documents become the property of the Department.

Number test results in accordance with the MDR and record on forms approved and provided by the Department.

G.8.a Production Test Results

Send production test results on test summary sheets to the District Materials Laboratory and to other sites as directed by the Engineer by 11 AM of the day following production by facsimile, or e-mail when approved by the Engineer.

Include the following production test results and mixture information on the Department approved test summary sheet:

(1) Percent passing on all sieves in accordance with Table 3139.2-2 (including No. 16, No. 30, No. 50, No. 100),
(2) Coarse and fine aggregate crushing,
(3) Maximum specific gravity (G_{mm}.),
(4) Bulk specific gravity (G_{mb}),
(5) Percent total asphalt binder content (P_b),
(6) New added asphalt binder content,
(7) Ratio of % new added asphalt binder to total asphalt binder,
(8) Calculated production air voids (V_a),
(9) Calculated adjusted AFT (Adj. AFT),
(10) Composite aggregate specific gravity (G_{sb}) reflecting current proportions,
(11) Aggregate proportions in use at the time of sampling,
(12) Tons where sampled,
(13) Tons represented by a test and cumulative tons produced,
(14) Fines to effective asphalt ratio (F/A_e),
(15) Signature Line for MnDOT and Contractor Representative,
(16) Mixture Moisture Content, and
(17) MnDOT verification sample test result.
(18) Identify, when used, the WMA additive or process and dosing rates.

Submit copies of failing test results to the Engineer on a daily basis.

G.8.b Asphalt Manifest
Provide the Engineer with asphalt manifests or bill of lading ‘s (BOL) on a daily basis.

Provide a daily plant diary, including a description of QC actions taken. Include changes or adjustments on the test summary sheets.

Provide weekly truck scale spot checks.

Provide a Department approved accounting system for mixes and provide a daily and final project summary of material quantities and types.

Provide a final hard and electronic copy of QC test summary sheets and control charts, and density worksheets at completion of bituminous operations on the project to the Engineer.

Provide an automated weigh scale and computer-generated weigh ticket. Ensure the ticket indicates the following information:

(1) Project number,
(2) Mix designation, including binder grade,
(3) Mixture Design Report number,
(4) Truck identification and tare, Truck tare weight is not required when the plant silo is equipped with a load cell to weigh the mixture independent of the truck weight. Truck tare weight is only required when a drive-over truck scale is utilized to determine the batch weight,
(5) Net mass, and
(6) Date and time of loading.

Do not include deviations from the minimum information on the computer-generated weigh ticket unless otherwise approved by the Engineer in writing.

Continue test summary sheets, charts, and records for a mixture produced at one plant site from contract to contract. Begin new summary sheets and charts annually for winter carry-over projects. Begin new summary sheets and charts when an asphalt plant is re-setup in the same location after it has moved out.

Furnish an electronic printout (long form recordation) from an automated plant blending control system at 20-minute intervals when the plant is producing mixture. The Engineer may waive this requirement if the plant does not have the capability to produce the automated blending control information; however, the Contractor must then perform daily spot checks to determine percent new asphalt added.

G.8.c Drum Plants
Include the following information on the plant control printout for Drum Plants:

(1) Both the virgin and recycle belt feed rates (tons/hr),
(2) Feeder bin proportions (%),
(3) Total % asphalt cement in the mixture,
(4) Virgin asphalt cement added (%)
(5) Mixture Temperature °F,
(6) Mixture code,
(7) Date and time stamp, and
(8) Current tons of mixture produced, and daily cumulative tons of mixture produced at time of printout.

Provide a daily electronic printout of the plant calibration (SPAN) numbers for each bin and meter.

G.8.d Batch Plants
Include the following information on the plant control printout for Batch Plants:

(1) Both the virgin and recycle belt feed rates (tons/hr),
(2) Feeder bin proportions (%),

(3) Mixture Temperature °F,
(4) Mixture code,
(5) Date and time stamp, and
(6) Current tons of mixture produced, and daily cumulative tons of mixture produced at time of printout.

Provide a daily electronic printout of the plant calibration (SPAN) numbers for each bin and meter.

G.9 Control Charts

Provide control charts and summary sheets computer generated from software approved by the Engineer.

The Contractor may use software available at the Bituminous Office website. Record the following data on standardized control charts:

(1) Blended aggregate gradation, include sieves in accordance with Table 3139.2-2 for specified mixture;
(2) Percent asphalt binder content (P_b);
(3) Maximum specific gravity (G_{mm});
(4) Production air voids (V_a); and
(5) Adj. AFT.

Unless otherwise directed by the Engineer, plot individual test results for each test point and connect individual points with a solid line. Plot the moving average for each test variable starting with the fourth test and connect with a dashed line. Plot the Department ‘s QA and verification test results with triangles. Plot the specification JMF limits on the control charts using a dotted line.

G.10 JMF Limits

Base the production air voids and Adj. AFT on the minimum specified requirements in accordance with Table 2360.2-4, “Mixture Requirements”. Base gradations and asphalt binder content limits on the current Department reviewed Mixture Design Report. Provide gradation control sieves in accordance with Table 3139.2-2. Refer to the Mixture Design Report for the mixture production targets. JMF limits are the target plus or minus the limits in accordance with Table 2360.2-11, “JMF Limits (N=4)”. Use JMF limits as the criteria for acceptance of materials based on the moving average.

Table 2360.2-11
JMF Limits (N=4)

Item	JMF Limits
Adj. AFT	- 0.5
Production air voids, %	± 1.0
Asphalt binder content, %	- 0.4
Sieve, % passing:	
1 in, ¾ in, ½ in, ⅜ in, No. 4	Broad band limits
No. 8 [2.36 mm]	Broad band limits
No. 200 [0.075 mm]	Broad band limits

G.11 Moving Average Calculation

Calculate a moving average as the average of the last four test results. Continue the calculation without interruption, except begin new summary sheets and charts annually for winter carry-over projects and if an asphalt plant is re-setup in the same site after it has been moved out.

G.12 JMF Bands

JMF Bands are the area between the target, as identified on the Mixture Design Report, and the JMF limits.

G.13 JMF Adjustment

Begin mixture production with aggregate proportions within 5 percent of the design proportions and mixture parameters in Table 2360.2-11 within the JMF limits shown. Use all the aggregate proportions included on the Mixture Design Report unless the aggregate proportion is shown as 0 percent. If the

Contractor provides the District Materials Laboratory with prior documented production data showing how production affects the mixture properties or if the Contractor provides the District Materials Laboratory with a written justification or explanation of material changes since the original mixture submittal waive the preceding requirements.

G.13.a JMF Request for Adjustment

The Contractor may make a request to the Bituminous Engineer or District Materials Engineer for a JMF adjustment to the mix design if the QC test results indicate a necessary change to achieve the specified properties. Do not use aggregates or materials not part of the original mix design to make adjustments unless otherwise approved by the Engineer, in conjunction with the District Materials Engineer or the Department Bituminous Engineer.

A Certified Level II Bituminous QM Mix Designer will review the requested change for the Department. If the request meets the design requirements in Table 3139.2-2," Aggregate Gradation Broad Bandsǁ, Table 3139.2-3", "Mixture Aggregate Requirements", and Table 2360.2-4, "Mixture Requirements", the Department will issue a revised Mixture Design Report. Each trial mixture design submittal in accordance with 2360.2E, "Mixture Design" may have three JMF adjustments per mixture per project without charge.

Perform an interactive process with the Engineer before making JMF adjustments. Make JMF adjustments only within the mixture specification gradation design broadbands in accordance with Table 3139.2-2. Submit a new JMF if redesigning the mixture. Only reduce the JMF asphalt content if the moving average Adj. AFT is 8.5μ or more and Individual Adjusted AFT is at least 7.5 μ.

The department will not allow consecutive requests for a JMF adjustment without production data. Continue calculation of the moving average after the approval of the JMF.

G.13.b JMF Request for Adjustment for Proportion Change > 10%

If requesting a JMF adjustment for a proportion change greater than 10 percent from the currently produced mixture for a single stockpile aggregate, provide supporting production test data from at least four tests run at an accelerated testing rate of one test per 500 ton [450 tonne] with the adjustment request. The Department will base acceptable verification and approval of the requested JMF on individual and moving average test results in addition to the requirements listed above. Individual test results must be within twice the requested JMF limits for percent asphalt binder, production air voids, and Adj. AFT. Individual gradations must be within the Broad Bands. The moving average values must be within the control limits in accordance with Table 2360.2-11. Continue to calculate the moving average after the change in proportions.

If the mixture meets the design requirements as discussed in 2360.2G.13.a, the District Materials Laboratory will sign the request for JMF adjustment effective from the point of the proportion change. If the mixture fails to meet the design requirements, the Department will either reduce the payment or direct the Contractor to remove and replace. Do not make consecutive requests for JMF adjustments without production data.

G.13.c JMF Request for Adjustment When Cumulative Proportion Changes > 10%

Submit a request for JMF adjustment when the cumulative change on any one product exceeds 10% from the original MDR. The Department will issue a revised MDR provided the mixture meets the requirements in Table 3139.2-2, "Aggregate Gradation Broad Bands", Table 3139.2-3, "Mixture Aggregate Requirements", and Table 2360.2-4, "Mixture Requirements".

G.14 Failing Materials

The Department will base material acceptance on individual and moving average test results. The Department will use isolated test results for acceptance of air voids at the start of mixture production. The Department will consider individual test results greater than two times the JMF bands as failing. The Department will fail moving average test results exceeding the JMF limits. Begin new summary sheets annually for winter carry-over projects.

Stop production and make adjustments if the moving average values exceed the JMF limits. Restart production after performing the adjustments and notifying the Engineer. Resume testing at the

accelerated rates and for the tests listed in Table 2360.2-7, “Production Start-Up Testing Rates”, for the next 2,000 ton of mixture produced. Continue calculating the moving average after the stop in production.

The Department will consider mixture produced where the moving average of four exceeds the JMF limits as unsatisfactory in accordance with 2360.5B.7, “Moving Average Failure at Mixture Start-Up – Production Air Voids”, 2360.5B.8, “Moving Average Failure at Mixture Start-Up — Adjusted AFT”, 2360.5B-7, “Moving Average Failure – Production Air Voids”, and 2360.5B.10, “Moving Average Failure — Percent Asphalt Binder Content, Gradation, and Adj. AFT”.

If the total production of a mixture type for the entire project requires no greater than four tests the Department will accept the material in accordance with 2360.2G.14.b, “Isolated Failures at Mixture Start-Up — Production Air Voids”, and 2360.5B.6, “Individual Failure — Gradation, Percent Asphalt Binder, Production Air Voids, and Adj. AFT”.

G.14.a Ratio of New Added Asphalt Binder to Total Asphalt Binder – Acceptance Criteria
Minimum design ratio of new added asphalt binder to total asphalt binder is shown in Table 2360.2-12 below. During production the ratio must meet individual and moving average requirements as listed in Table 2360.2-12,” Ratio of New Added Asphalt Binder to Total Asphalt Binder Acceptance Criteria”. If the individual or moving average ratio drops below the minimum requirement, the Contractor must stop production and make adjustments to correct the process. Restart production only after notifying the Engineer of the adjustments made. The calculation of the moving average will continue after the stop in production.

Table 2360.2-12
Ratio of New Added Asphalt Binder to Total Asphalt Binder Acceptance Criteria

Specified Asphalt Grade	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58[1]X-28, PG 52S-34, PG 49-34, PG 64S-22 Wear (ind./moving average) Non-Wear (ind./moving average)	 66/70 66/70	 66/70 66/70	 66/70 61/65
PG 58X[1]-34 Wear & Non-Wear (ind./moving average)	 76/80	 76/80	 76/80
[1]X=S, H,V,E			

G.14.b Isolated Failures at Mixture Start-Up – Production Air Voids
At the start-up of mixture production, use the first three isolated test results for production air voids before establishing a moving average of four. Calculate isolated production air voids using the maximum mixture specific gravity and the corresponding bulk specific gravity from that single test. After testing four samples and establishing a moving average of four, the Department will base acceptance on individual and moving average production air voids.

The Department will not accept the material if any of the first three isolated test results for production air voids exceeds twice the JMF bands from the target listed on the Mixture Design Report at the start of production.

2360 - TTWE SPECIAL BITUMINOUS MIXTURES (PRICE SCHEDULE ITEM 8)

This work will consist of constructing a thin wearing course of plant-mixed asphalt on a prepared surface in accordance with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Engineer.

Mix Designation for this mixture is as follows: TTWESpecial

MATERIALS

A. The aggregate must consist of 100% taconite tailings. The use of recycled asphalt pavement (RAP) is not allowed.

B. Aggregate Gradation

Taconite Tailings Gradation	
Sieve Size	Percent Passing
1/2"	100
3/8”	90 – 100
No. 4	60 – 100
No. 10	50 – 90
No. 40	5 – 40
No. 200	0 – 5

C. Taconite Tailings
Obtain taconite tailings from ore mined westerly of a north-south line located east of Biwabik, Minnesota (R15W-R16W) or from ore mined in southwestern Wisconsin.

D. Asphalt Binder PG 58-28

DESIGN

TT mixes will contain a minimum of 7% asphalt binder by total weight of the mixture.

SPECIFICATION REQUIREMENTS FOR CRACK AND JOINT SEALERS

3719 - HOT-POURED, CRUMB-RUBBER TYPE CRACK SEALER

3719.1 SCOPE

Provide hot-poured, crumb-rubber type crack sealer for sealing cracks in concrete and bituminous pavements and miscellaneous structures.

3719.2 REQUIREMENTS

Provide crack sealer material meeting the following requirements:

(1) On the Approved/Qualified Products List,
(2) Consists of asphalt and crumb rubber blended together by the manufacturer to produce a homogeneous mixture,
(3) When melted, the sealer does not separate or settle, and
(4) Uniform consistency suitable for filling joints and cracks without inclusion of large air holes or discontinuities.

A Physical Requirements

Provide crack sealer meeting the requirements of ASTM D 6690, Type I with the following modifications in Table 3719.2-1 after one cycle of heating to the manufacturer’s maximum heating temperature, cooling, and reheating to the manufacturer’s maximum heating temperature.

Table 3719.2-1 ASTM D 6690, Type I Modifications	
Test	**Specification**
Recycled rubber, mass	≥ 18% of asphaltic components
Bond Test, 50% extension at 0 °F [−18 °C] *	No adhesion or cohesion bond failure after 5 cycles
Resilience at 77 °F [25 °C]	≥ 40%
Softening point	≥ 180 °F [82 °C]
Use sawed cement mortar blocks or asphalt HMA blocks prepared using the method found in the Laboratory Manual.	

B Packaging and Marking

Package and ship the sealer material in boxes weighing no greater than 50 lb. [23 kg]. Mark the boxes with the following information:

(1) Material name,
(2) Manufacturer name,
(3) Brand name,
(4) Weight,
(5) Batch number, and
(6) Maximum heating temperature recommended by the manufacturer.

3719.3 SAMPLING AND TESTING

A Sampling

Provide samples at rates and sizes meeting the requirements of the Schedule of Materials Control or as required by the contract.

The Engineer, in conjunction with the Materials Engineer, will perform tests on samples taken from the product proposed for use. Submit to the Engineer a manufacturer's Certificate of Compliance for each sealer batch.

B Methods of Test

Perform tests meeting the requirements of ASTM D5329, except, perform the bond test using sawed cement mortar blocks or asphalt HMA blocks (consistent with the pavement type) prepared in accordance with the methods in the Laboratory Manual.

3723 - JOINT AND CRACK SEALER (HOT-POURED ELASTIC TYPE)

3723.1 SCOPE

Provide hot-poured elastic type joint and crack sealer to seal joints and cracks in concrete and bituminous pavements, bridges, and other structures.

3723.2 REQUIREMENTS

Provide a sealant material meeting the following requirements:

(1) Listed on the Approved/Qualified Products List.
(2) Composed of a combination of polymeric materials, fully reacted chemically to form a homogeneous compound.
(3) When melted, ensure the sealant does not separate or settle and ensure the sealant does not contain a dispersed or settling component, and
(4) Maintains a uniform consistency to seal joints and cracks without large air holes or discontinuities.

A Physical Requirements

Provide sealant meeting the requirements of ASTM D6690, Type II and the following modifications:

Table 3723.2-1 ASTM D6690, Type II Modifications	
Test	**Requirement**
Cone penetration at 77 °F [25 °C], 150 g, 5 s	60 – 90 dmm

Table 3723.2-1 ASTM D6690, Type II Modifications	
Test	**Requirement**
Bond at −20 °F [−29 °C], 3 cycles, 100% extension	No adhesion or cohesion bond failure after 3 cycles
Mandrel bend test at −29 °F [−34 °C], 1 in [25 mm] mandrel	No cracking
Resilience at 77 °F [25 °C]	≥ 40%

B Packaging and Marking

Package and ship the sealant material in boxes no greater than 50 lb. [23 kg]. Mark the containers with the following information:

(1) Material name,
(2) Manufacturer name,
(3) Brand name,
(4) Weight
(5) Batch number, and
(6) Maximum heating temperature, as recommended by the manufacturer.

3723.3 SAMPLING AND TESTING

A Sampling

Provide samples in rates and sizes meeting the requirements of the Schedule of Materials Control, or as required by the contract.

The Engineer, in conjunction with the Materials Engineer, will perform tests on samples taken from the product proposed for use. Submit to the Engineer a manufacturer's Certificate of Compliance with each sealant batch.

B Methods of Test

B.1 Bond Test

Perform tests meeting the requirements of ASTM D5329, except perform the bond test using sawed cement mortar blocks or asphalt HMA blocks (consistent with the pavement type) prepared using the methods found in the Laboratory Manual.

B.2 Mandrel Bend Test ASTM D522, Method B

The Engineer, in conjunction with the Materials Engineer, will perform the Mandrel Bend Test at −29 °F [−34 °C] using a 1 in [25 mm] mandrel, bending the specimen 180° over 5 s. The Engineer will prepare test specimens meeting the requirements of ASTM D6690, Type II, Flow Test, and condition the specimens at −29 °F [−34 °C] for at least 4 h.

3725 - HOT-POURED, EXTRA LOW MODULUS, ELASTIC TYPE JOINT AND CRACK SEALER

3725.1 SCOPE

Provide hot-poured, extra low modulus, elastic type joint and crack sealer to seal joints in concrete pavement, bridges, other structures and rout and seal applications on bituminous pavements.

3725.2 REQUIREMENTS

Provide a sealant material meeting the following requirements:

(1) Listed on the MnDOT Approved Products List,

(2) Composed of a combination of polymeric materials, fully reacted chemically to form a homogeneous compound,

(3) When melted, ensure the sealant does not separate or settle, and

(4) Maintains a uniform consistency to seal joints and cracks without inclusion of large air holes or discontinuities.

A Physical Requirements

Provide sealant meeting the requirements of ASTM D6690 Type IV with the following modifications in Table 3725.2-1.

Table 3725.2-1 ASTM D6690 Type IV Modifications	
Test	**Requirement**
Cone Penetration at 77° F [25° C], ASTM D5329	100 – 150 dmm
Cone Penetration at 0° F [-18° C], ASTM D5329 modified	≥ 25 dmm
Resilience, ASTM D5329	30% – 60%
NOTE: Ensure the material meets the requirements of Table 3725.2-1 after heating for 6 h with constant mixing in a laboratory melter at the manufacturer's maximum heating temperature.	

B Packaging and Marking

Package and ship the sealant material in boxes weighing no greater than 50 lb. [23 kg]. Mark the boxes with the following information:

(1) Material name,
(2) Manufacturer name,
(3) Brand name,
(4) Weight,
(5) Batch number, and
(6) Maximum heating temperature recommended by the manufacturer.

3725.3 SAMPLING AND TESTING

Provide samples at rates and sizes meeting the requirements of the Schedule of Materials Control or as required by the contract.

The Engineer in conjunction with the Materials Engineer will perform tests on samples taken from the product proposed for use. The Contractor will provide manufacturer's Certificate of Compliance as specified in 1603 with each sealant batch.

B Methods of Test

Perform tests meeting the requirements of ASTM D5329, except perform the bond test using sawed cement mortar blocks or asphalt HMA blocks [consistent with the pavement type] prepared using the methods found in the MnDOT Lab.

END OF SPECIFICATIONS

BITUMINOUS MATERIALS CONTRACT VENDOR INFORMATION.

Contract users should print out and attach appropriate county price lists before providing printed copies of this Contract Release to end users without access to a computer and the OSP website.

The following is a list of all the Contract Vendors available to provide bituminous materials by county:

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
AGASSIZ ASPHALT LLC 67 State Street Newfolden, MN 56738	**216762**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000979617	**CONTACT:** Kevin Davidson or Austin Odberg **Email:** agassizasphalt@wiktel.com	**PHONE:**	218-449-4865
COUNTIES: Red Lake			
BITUMINOUS PAVING, INC. PO Box 6 Ortonville, MN 56278-0006	**211534**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000204163	**CONTACT:** Bill Bajari **Email:** billb@bpimn.com	**PHONE:** **FAX:**	320-273-2113 320-273-2120
COUNTIES: Big Stone			
DUININCK INCORPORATED 408 6th Street Prinsburg, MN 56281	**211892**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000198793	**CONTACT:** Kristopher Duininck **Email:** kristopherd@duininck.com	**PHONE:** **FAX:**	320-978-6011 320-978-4978
COUNTIES: Kandiyohi, Lyon, Nobles & Wright			
HAWKINSON CONSTRUCTION COMPANY, INC. 501 W County Rd 63 Grand Rapids, MN 55744	**211893**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000197558	**CONTACT:** Brian Anderson **Email:** brian@hawkinsonconstruction.com	**PHONE:**	218-326-0309
	CONTACT: Steph Warren **Email:** steph@hawkinsonconstruction.com	**PHONE:**	218-326-0309
COUNTIES: Itasca			

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
MARK LEE ASPHALT & PAVING INC. 707 Van Dyke Rd Alexandria, MN 56308	**211525**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000823301	**CONTACT:** Mark Lee **Email:** mle@wisper-wireless.com	**PHONE:**	320-763-5410
	CONTACT (PO Order): Suzanne Bertrand **Email:** estimates@markleeasphaltpaving.com	**FAX:** **PHONE:**	320-763-9323 320-763-9343
COUNTIES: Douglas			
MESABI BITUMINOUS, INC. PO Box 728 Gilbert, MN 55741	**216765**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000206410	**CONTACT:** Tom Nemanich **Email**: mesabibituminous@accessmn.com	**PHONE:**	218-741-8291
COUNTIES: St. Louis			
VALLEY ASPHALT PRODUCTS, INC. 2020 N. Spring Street PO Box 787 New Ulm, MN 56073-0787	**245815**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000196395	**CONTACT:** Mathew J. Mathiowetz **Email**: mattm@mrpaving.com	**PHONE:** **FAX:**	507-354-4171 507-359-4156
COUNTIES: Brown			
NORTHERN PAVING, INC. 49361 US 71 Bemidji, MN 56601	**211520**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000983969	**CONTACT:** Amber Schulke **Email**: npquotes@outlook.com	**PHONE:** **FAX:**	218-333-8888 218-759-1030
COUNTIES: Hubbard			
OPP CONSTRUCTION LLC. PO Box 13530 Grand Forks, ND 58208	**211536**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000198989	**CONTACT:** Greg Opp **Email**: gregopp@oppconstruction.com	**PHONE:** **FAX:**	701-739-3322 701-795-7020
COUNTIES: Polk			

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
PINE BEND PAVING COMPANY, INC.	**216768** **NET 30**	**PICK UP ONLY**	

PO Box 72
Vermillion, MN 55085

VENDOR NO.: 0000204377 **CONTACT:** Richard Jacoby
Email: rjacoby@pinebendpaving.com **PHONE:** 612-919-0374

CONTACT (PO Order): Robin Hague
Email: rhague@pinebendpaving.com **PHONE:** 651-437-2333

COUNTIES: Dakota

SBS BLACKTOP SERVICE INC. **211522** **5% in 10, NET 30** **PICK UP ONLY**
11656 Townline Rd
Hibbing, MN 55746

VENDOR NO.: 0000972926 **CONTACT:** Tony Novak
Email: sbsblacktop@yahoo.com **PHONE:** 218-262-3769

CONTACT (PO Oder): Derik Sabin **FAX:** 218-263-1489
Email: sbsblacktop@yahoo.com **PHONE:** 218-969-0195

COUNTIES: St. Louis

MARTIN MARIETTA MATERIALS **230933** **NET 30** **PICK UP ONLY**
PO Box 30013
Raleigh, NC 27622

VENDOR NO.: 0000323115 **CONTACT:** Christopher Benson
Email: christopher.benson@martinmarietta.com **PHONE:** 763-424-5400

COUNTIES: Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott, Sherburne, Washington, Wright

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WADENA ASPHALT INC. **216770** **NET 30** **PICK UP ONLY**
11394 Leaf River Road
PO Box 603
Wadena, MN 56482

VENDOR NO.: 0000192700 **CONTACT:** Tom Marquette
Email: 218asphalt@gmail.com **PHONE:** 218-631-1606

COUNTIES: Wadena

W W BLACKTOPPING INC. **216763** **NET 30** **PICK UP ONLY**
700 Industrial Road
Mankato, MN 56001

VENDOR NO.: 0000207801 **CONTACT:** Mitchell Wolff
Email: mitch@wwblacktopping.com **PHONE:** 507-387-1518

COUNTIES: Blue Earth

COUNTY COVERAGE: The following is a list of the counties and Contract Vendors providing bituminous materials within the county. Click on the county name below to view Contract Vendors pricing for that county.

COUNTY	CONTRACT VENDOR
AITKIN	*No Vendors; check adjacent counties.*
ANOKA	Martin Marietta Materials
BECKER	*No Vendors; check adjacent counties.*
BELTRAMI	*No Vendors; check adjacent counties.*
BENTON	*No Vendors; check adjacent counties.*
BIG STONE	Bituminous Paving, Inc.
BLUE EARTH	W W Blacktopping, Inc.
BROWN	Valley Asphalt Paving, Inc.

COUNTY	CONTRACT VENDOR
CARLTON	*No Vendors; check adjacent counties.*
CARVER	Martin Marietta Materials
CASS	*No Vendors; check adjacent counties.*
CHIPPEWA	*No Vendors; check adjacent counties.*
CHISAGO	Martin Marietta Materials
CLAY	*No Vendors; check adjacent counties.*
CLEARWATER	*No Vendors; check adjacent counties.*
COOK	*No Vendors; check adjacent counties.*
COTTONWOOD	*No Vendors; check adjacent counties.*
CROW WING	*No Vendors; check adjacent counties.*
DAKOTA	Martin Marietta Materials, Pine Bend Paving Company, Inc.
DODGE	*No Vendors; check adjacent counties.*
DOUGLAS	Mark Lee Asphalt & Paving Inc.
FARIBAULT	*No Vendors; check adjacent counties.*
FILLMORE	*No Vendors; check adjacent counties.*
FREEBORN	*No Vendors; check adjacent counties.*
GOODHUE	*No Vendors; check adjacent counties.*
GRANT	*No Vendors; check adjacent counties.*
HENNEPIN	Martin Marietta Materials
HOUSTON	*No Vendors; check adjacent counties.*
HUBBARD	Northern Paving, Inc.
ISANTI	*No Vendors; check adjacent counties.*
ITASCA	Hawkinson Construction Company, Inc.
JACKSON	*No Vendors; check adjacent counties.*
KANABEC	*No Vendors; check adjacent counties.*
KANDIYOHI	Duininck, Incorporated
KITTSON	*No Vendors; check adjacent counties*
KOOCHICHING	*No Vendors; check adjacent counties.*
LAC QUI PARLE	*No Vendors; check adjacent counties.*
LAKE	*No Vendors; check adjacent counties.*
LAKE OF THE WOODS	*No Vendors; check adjacent counties.*
LE SUEUR	*No Vendors; check adjacent counties.*
LINCOLN	*No Vendors; check adjacent counties.*
LYON	Duininck Incorporated
MAHNOMEN	*No Vendors; check adjacent counties.*
MARSHALL	*No Vendors; check adjacent counties.*
MARTIN	*No Vendors; check adjacent counties.*
MCLEOD	*No Vendors; check adjacent counties.*
MEEKER	*No Vendors; check adjacent counties.*
MILLE LACS	*No Vendors; check adjacent counties.*
MORRISON	*No Vendors; check adjacent counties*
MOWER	*No Vendors; check adjacent counties*
MURRAY	*No Vendors; check adjacent counties.*
NICOLLET	*No Vendors; check adjacent counties.*
NOBLES	Duininck Incorporated
NORMAN	*No Vendors; check adjacent counties*
OLMSTED	*No Vendors; check adjacent counties*
OTTER TAIL	*No Vendors; check adjacent counties.*
PENNINGTON	*No Vendors; check adjacent counties.*
PINE	*No Vendors; check adjacent counties.*
PIPESTONE	*No Vendors; check adjacent counties.*
POLK	Opp Construction LLC
POPE	*No Vendors; check adjacent counties.*
RAMSEY	Martin Marietta Materials
RED LAKE	Agassiz Asphalt LLC
REDWOOD	*No Vendors; check adjacent counties.*
RENVILLE	*No Vendors; check adjacent counties.*

COUNTY	CONTRACT VENDOR
RICE	*No Vendors; check adjacent counties.*
ROCK	*No Vendors; check adjacent counties.*
ROSEAU	*No Vendors; check adjacent counties.*
SCOTT	Martin Marietta Materials
SHERBURNE	Martin Marietta Materials
SIBLEY	*No Vendors; check adjacent counties.*
ST. LOUIS	SBS Blacktop Service, Inc., Mesabi Bituminous, Inc.
STEELE	*No Vendors; check adjacent counties.*
STEVENS	*No Vendors; check adjacent counties.*
SWIFT	*No Vendors; check adjacent counties.*
TODD	*No Vendors; check adjacent counties.*
TRAVERSE	*No Vendors; check adjacent counties.*
WABASHA	*No Vendors; check adjacent counties.*
WADENA	Wadena Asphalt, Inc.
WASECA	*No Vendors; check adjacent counties.*
WASHINGTON	Martin Marietta Materials
WATONWAN	*No Vendors; check adjacent counties.*
WILKIN	*No Vendors; check adjacent counties.*
WINONA	*No Vendors; check adjacent counties.*
WRIGHT	Duininck, Incorporated, Martin Marietta Materials
YELLOW MEDICINE	*No Vendors; check adjacent counties.*

CRACK AND JOINT SEALERS CONTRACT VENDOR INFORMATION.

The following is a list of all the Contract Vendors available to provide crack and joint sealer for pick up and/or delivery:

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
BITUMINOUS PAVING, INC. PO Box 6 Ortonville, MN 56278-0006	**211534**	**NET 30**	**PICK UP ONLY**
VENDOR NO.: 0000204163	**CONTACT:** Bill Bajari **Email:** billb@bpimn.com	**PHONE:** **FAX:**	320-273-2113 320-273-2120

DELIVERY ORIGIN:
Bituminous Paving, Inc., 43153 66th Ave, Odeessa, MN 56276

BITUMINOUS PAVING INC CRACK & JOINT SEALER PRICING 2024

https://osp.admin.mn.gov/sites/osp/files/2024-03/b-3575bituminouspaving_211534_p2024.pdf

Contract Release: B-357(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
CRAFCO, INC 6250 Brook Hollow Parkway, Suite 100 Norcross, GA 30071	**264240**	**NET 30**	**FOR PICK UP OR DELIVERY**

VENDOR NO.: 0000252634

CONTACT: Darrin Nystrom
Email: darrin.nystrom@whitecap.com

PHONE: 651-398-1740
FAX: 320-251-2763

DELIVERY ORIGINS:
Crafco Inc. 121 Industrial Park Rd, Halls, TN 38040
Crafco Inc. 325 Road 128A, Cheyenne, WY 82007
Crafco Inc. 234 Harvestore Drive, Dekalb, IL 60115
Brock White Company, 2575 Kasota Ave, St Paul, MN 55108
Brock White Company, 12785 Elk Lake Rd (County Rd 1), Elk River, MN 55330
Brock White Company, 580 41st Ave North, St. Cloud, MN, 56303
Brock White Company, 6784 10th Ave SW, Rochester, MN, 55902
Brock White Company, 3855 Independence Rd, Suite 100, Baxter, MN, 56425
Brock White Company, 4231 West 1st St Duluth, MN, 55807
Brock White Company, 818 E 50th Street N, Sioux Falls, SD, 57104
Brock White Company, 1425 41st Street N, Fargo, ND, 58102

CRAFCO PRICING 2023

https://osp.admin.mn.gov/sites/osp/files/2024-04/b-3575whitecappricing2024.pdf

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FPT INFRASTRUCTURE, DIVISION OF FIBRECRETE PRESERVATION TECHNOLOGIES, INC. 401 Old US 52 South Mount Airy, NC 27030	**212090**	**NET 30**	**FOR PICK UP OR DELIVERY**

VENDOR NO.: 00001100978

CONTACT: Marcy Ream
Email: marcy.ream@fptinfrastructure.com
PHONE: 330-705-3417

CONTACT (PO Order): Keith Miller
Email: keith.miller@fptinfrastructure.com
PHONE: 336-479-3149

DELIVERY ORIGIN:
FPT Infrastructure, Inc., 401 Old US 52 S, Mount Airy, NC 27030

FPT INFRASTRUCTURE INC CRACK & JOINT SEALER PRICING 2025

https://osp.admin.mn.gov/sites/osp/files/2025-05/b-3575fptinfrastructurecrackjointsealerpricing2025.pdf

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Contract Release: B-357(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
HAWKINSON CONSTRUCTION COMPANY, INC. 501 W County Rd 63 Grand Rapids, MN 55744	**211893**	**NET 30**	**PICK UP ONLY**

VENDOR NO.: 0000197558

CONTACT: Brian Anderson
Email: brian@hawkinsonconstruction.com **PHONE:** 218-326-0309

CONTACT (PO Order): Steph Warren **PHONE:** 218-326-0309
Email: steph@hawkinsonconstruction.com

DELIVERY ORIGIN:
Hawkinson Construction Company, Inc., 501 W County Rd 63, Grand Rapids, MN 55744

HAWKINSON CONSTRUCTION COMPANY INC CRACK & JOINT SEALER PRICING 2022

https://osp.admin.mn.gov/sites/osp/files/2024-10/b-3575hawkinsonconstructioncompanycrackjointsealerpricing2022.pdf

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MIDSTATES EQUIPMENT & SUPPLY INC. 606 County Rd #1 Mountain Lake, MN 56159	**211529**	**NET 30**	**FOR PICK UP OR DELIVERY**

VENDOR NO.: 0000225391

CONTACT: Jacquelyn Strom
Email: midstates@midstatesequipment.net **PHONE:** 507-427-3807

CONTACT (PO Order): Abby Bargen **FAX:** 507-427-3709
Email: abbyb@midstatesequipment.net **PHONE:** 800-929-3807 x1223 or x1243

DELIVERY ORIGIN:
Midstates Equipment & Supply Inc., 606 County Rd #1, Mountain Lake, MN 56159
Maxwell Products, Inc., 650 Delong St, Salt Lake City, UT 84104

MIDSTATES EQUIPMENT & SUPPLY INC CRACK & JOINT SEALER PRICING 2023

https://osp.admin.mn.gov/sites/osp/files/2023-05/b-3575midstatespricing2023.pdf

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Contract Release: B-357(5)

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
UNIQUE PAVING MATERIAL 3993 E 93rd Street Cleveland, OH 44105	**211528**	**NET 30**	**PICK UP ONLY**

VENDOR NO.: 0000249595

CONTACT: Michael A Pemberton
Email: bids@uniquepavingmaterials.com
PHONE: 216-441-4880
FAX: 216-341-8514

CONTRACT (PO Order): Betsy Kasperek
Karin Deeb
EMAIL: CS@uniquepavingmaterials.com

DELIVERY ORIGINS:
Hallet Dock - 3200 Winter St. Superior, WI 55807

WM Mueller & Sons, 14060 County Rd 40 Carver, MN 55315

Plaisted Co, 11555 205th Ave NW, Elk River, MN 55330

Red Rock Quarry, 48511 270th St, Jeffers, MN 56083

T.A. Schifsky, 2370 Hwy 36 E, St Paul, MN 55109

WW Blacktopping, 700 Industrial Rd, Mankato, MN 56001

UNIQUE PAVING MATERIAL CRACK & JOINT SEALER PRICING 2023

https://osp.admin.mn.gov/sites/osp/files/2023-05/b-3575uniquepavingpricing2023.pdf

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BITUMINOUS MATERIAL SWIFT CONTRACT ITEM LINES:

[LINE 1] BITUMINOUS MATERIAL – PICK UP ONLY. (Type the line-item number(s) and corresponding description(s) in the commodity line item description field on the order.)

[LINE 2] ASPHALT MATERIAL – PICK UP ONLY. (Type the line-item number(s) and corresponding description(s) in the commodity line item description field on the order.)

BITUMINOUS MATERIAL SWIFT CONTRACT CATEGORY LINES:

[LINE 1] Category # 30121500 - Bituminous derivatives

[LINE 2] Category # 30121600 – Asphalts

CRACK & JOINT SEALER SWIFT CONTRACT ITEM LINES:

[LINE 1] CRACK & JOINT SEALER MATERIALS - DELIVERED FROM ORIGIN, WY (Type item #s & description(s) in line-item description field. Add delivery charge based on total loaded mile from Contract Vendor's location to agency's receiving point.)

CRACK & JOINT SEALER SWIFT CONTRACT CATEGORY LINES:

[LINE 1] Category # 30121500 - Bituminous derivatives

REVISONS:

05.01.2025	Contract #212090 and 216770 extended through April 30, 2026, with revised pricing. Contract #216765 extend through April 30, 2026, at the same prices, terms, and conditions.
04.22.2025	Contract #211520, 211522, 211525, 211528, 211529, 211534, 211536, 211892, 211893, 216762, 216763, 216768, 230933, and 245815 extended until April 30, 2026, at the same prices, terms, and conditions.
03.12.2025	Assignment agreement with White Cap executed to assign the contract to Crafco, Inc., with a new contract number of 264240. Crafco, Inc. extended through 04/30/2026 at the same prices, terms, and conditions.
02.25.2025	Administrative change to update Valley Asphalt Product, Inc., email address.
05.08.2024	Contract with Agassiz Asphalt extended through 04/30/2025, at the same prices, terms and conditions.
04.24.2024	Contract with Mesabi Bituminous, Inc., and Valley Asphalt Products, Inc., extended through 04/30/2025, at the same prices, terms, and conditions.
04.19.2024	Contract with Northern Paving, FPT Infrastructure, and Hawkinson Construction Company, Inc. extended through 04/30/2025, at the same prices, terms and conditions.
	Contract with White Cap extended with revised pricing, existing terms and conditions remain the same.
	Assignment agreement with M.R. Paving & Excavating, Inc. executed to assign the contract to Valley Asphalt Products, Inc., with a new contract number of 245815.
03.26.2024	Contract with Duininck, Inc., Mark Lee Asphalt & Paving, Inc., OPP Construction LLC, Pine Bend Paving Company, Inc., SBS Blacktop Service, Inc., Marin Marietta Materials, Wadena Asphalt Inc., Midstates Equipment & Supply Inc., and Unique Paving Material extended through April 30, 2025, at the same prices, terms, and conditions.
	Bituminous Paving, Inc. extended through April 30, 2025, with revised pricing.
11.06.2023	AMS/Buyer changed from Mai N Lor to Staci Stoerzinger.
07.11.2023	AMS/Buyer changed from Tou Yang to Mai N Lor.
06.21.2023	Assignment agreement with Tiller Corporation executed to assign the contract to Martin Marietta Materials with a new contract number of 230933. Contract 230933 is extended through 4/30/24 at the same prices, terms, and conditions.
06.13.2023	Assignment agreement with Brock White executed to assign the contract to White Cap with a new contract number of 229195. Contract 229195 is extended through 4/30/24 at the same prices, terms, and conditions.
05.25.2023	Contract with Northern Paving extended through 4/30/24 at the same prices, terms, and conditions.
05.16.2023	Updated contract release to remove the price schedules for Aitkin, Hubbard, Olmsted, Rice, and Winona counties.
05.03.2023	Contract with Brock White Company and Pine Bend Paving Company extended through 4/30/24 at the same prices, terms, and conditions.
04.28.2023	Contract with Unique Paving Material and Midstates Equipment & Supply extended through 4/30/24 at revised pricing with same terms and conditions.
04.13.2023	Contract with Hawkinson Construction and Bituminous Paving extended through 4/30/24 at the same, terms, and conditions.
04.12.2023	Contract with Duininck extended through 4/30/24 at the same prices, terms, and conditions.
04.10.2023	Contract with OPP Construction, SBS Blacktop Service, Mark Lee Asphalt & Paving and Fibrecrete Preservation Technology extended through 4/30/24 at the same prices, terms, and conditions.
03.28.2023	New contract with Pine Bend Paving Company has been executed.
02.23.2023	Brock White Company’s contract prices has been revised to update new pricing

01.24.2023	Contract with Agassiz Asphalt and Mesabi Bituminous extended through 4/30/2024 at the same prices, terms, and conditions.
01.17.2023	Contract with Wadena Asphalt extended through 4/30/2024 at the same terms, conditions, and revised pricing.
01.11.2023	Contract with W W Blacktopping extended through 4/30/24 at the same prices, terms, and conditions.
01.05.2023	Contract with M.R. Paving & Excavating and Tiller Corporation dba Martin Marietta Materials extended through 4/30/24 at the same prices, terms, and conditions.
01.04.2023	Updated MidStates Equipment & Supply product Elastoflex numbers from 52 to 410.
08.18.2022	New contract with Agassiz Asphalt, M.R. Paving & Excavating, Mesabi Bituminous, Tiller Corporation dba Martin Marietta, Wadena Asphalt and WW Blacktopping has been executed.

Admin Minnesota Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability may contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: F-529(5)

DATE: FEBRUARY 1, 2025

PRODUCT/SERVICE: FUEL PROGRAM: FIXED AND SPOT PRICE FOR METRO AREA PARTICIPANTS ONLY

CONTRACT PERIOD: FEBRUARY 1, 2025, THROUGH JANUARY 31, 2026

EXTENSION OPTIONS: 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST: JACK MOORE

PHONE: 651.201.2427 **E-MAIL:** jack.moore@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACTOR	CONTRACT NO.	TERMS	DELIVERY
Mansfield Oil Company of Gainesville 1025 Airport Parkway SW Gainesville, GA 30501	**263096**	**NET 30**	**ONE DAY ARO**

VENDOR NO.: 0000257340

SEND ALL OF YOUR ORDERS VIA E-MAIL – DO NOT RELY ON VERBAL ORDERS.

Customers should expect to receive an order confirmation back the same business day.

Orders should be sent to:

Email: kbennett@mansfieldoil.com
Office: (678)450-2092

CONTRACT USERS. This Contract is **ONLY AVAILABLE** to the Program Participants who have guaranteed fuel quantities for the Fixed Price Program. No other State agencies or members of the State's Cooperative Purchasing Venture (CPV) program may use the Contract.

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contractor. The person ordering should include his or her name and phone number. Orders may be submitted via writing.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for diesel and gasoline products at a firm fixed price for quantities that have been guaranteed by the Participant and additional fuel products at a spot price at the Participants discretion.

PRICES. Prices are firm for the Fixed Fuel Program through the first year. After that period, prices may be adjusted once a year. Price adjustments are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

Contract Prices are only available to Program Participants. Contact the AMS listed for further information.

REMINDER: THE CONTRACTOR MAY ONLY DELIVER PRODUCTS THAT MEET THE SPECIFICATIONS OUTLINED IN THE CONTRACT.

PRODUCT SPECIFICATIONS. Specifications for diesel fuel and gasoline that will be contracted are included in the Contract Release. Any product provided must comply with the specifications and must meet all current State and federal requirements on the date the product is delivered. The Participant will order winter blends by the percentage of biodiesel they want, i.e., B5, B10, B15, B20, and it is the Contractor's responsibility to deliver product that meets the specifications.

NOTE: All B5 delivered must meet all product specifications for cold weather use.

The State may modify the specifications at any time based on State or federal changes in fuel requirements.

At any time during the term of the Contract, if mutually agreed, the State may add additional products that could be offered on the Spot Price Program.

DELIVERY REQUIREMENTS. All shipments will be FOB Destination with the delivery costs included into the Contract price. Unless otherwise agreed by the Participant and the Contractor, delivery will be made in 24 hours or less after receipt or order. ***All deliveries must include a Bill of Lading showing the name of the product and the number of gallons delivered.***

KEEP FILL REQUESTS. If the Participant desires to have a "keep fill" service, the Contractor must still provide the product at the Contract price and per the terms and conditions of the Contract. The "keep-fill" schedule will be coordinated between the Contractor and the Participant. The Participant must take at least a 500-gallon minimum delivery unless otherwise approved by the Contractor.

FUEL ADDITIVES. If a Participant desires to have an additive included to its product such as an injection cleaner, moisture inhibitor, etc., the Contractor will only use products that meet the current ASTM standards. The cost for the additional additives will be borne by the Participant. The additives ordered by the Participant must be blended or mixed at the Contractor's location or at the refinery.

SPLASH BLENDING. Splash Blending is not allowed at any fuel delivery site location. All blending, mixing or additives must be done at the Contractor's location or at the refinery.

CONTRACT LIABILITY. The Contractor shall be held liable for any damages that may occur due to equipment malfunction or failure as a result of, but not limited to, the following:

a. furnishing a contaminated product
b. furnishing a grade of fuel other than specified or authorized

The Contractor shall bear all ***actual*** associated costs of removing any contaminated fuel, or any fuel not meeting specifications from the storage tanks, which includes, but is not limited to, removing and replacing the product, cleaning and/or replacing the tanks, cleaning and/or replacing any equipment or buildings damaged, re-landscaping, environmental or cleanup fees, any Participant associated labor costs, etc.

If the Participant's site is deemed unusable due to Contractor product or delivery liability, the Contractor shall provide a "wet" fuel truck to the Participant's site for dispensing product at no charge to the Participant. The wet fuel truck will remain on site until the Participant's site is deemed acceptable to resuming service.

REPORTING. Upon request, the Contractor must provide track usage information that will show the gallons delivered to each Participant's, and their location both on the Fixed Price and the Spot Price programs and the total dollars spent. The report will be provided electronically to the Participant upon request, at no additional cost.

MARKET/INDUSTRY REPORTS. Quarterly, or if upon request, the Contractor must provide a recap of world and market conditions and how the events impact the industry with regards to current and forecasted product availability. This report will be sent to the AMS.

Quarterly, or if upon request, the Contractor must provide a summary report that will compare Contract prices with the monthly summary of fuel prices as published by the Department of Energy (DOE) that will allow the end user to monitor and evaluate its savings/loss statement based on the industry prices vs. the Contract prices. This report will be sent to the AMS.

CREDITS. The Contractor must have a program in place that will monitor all available fuel credits – including tax credits at the State and federal levels – that would be available to participants using the Contract. Upon request of the State, the Contractor will provide notification of the available credits and submit a detailed report to the AMS that will show the credits that will be issued to the Participants.
All credits, including tax credits, listed in Exhibit D: Price Schedule are contractually obligated and are applicable, at a minimum, for the duration of the credit term(s) as defined.
Credits must be shown as a separate line item(s) on the Participant's invoice.

FIXED PRICE FUEL PROGRAM REQUIREMENTS. The agencies listed on the Fixed Price Schedule are required to take 100% of monthly quantity listed and the Contractor is required to provide 100% of the monthly quantities contracted.

If the original Participant is unable to take all of the monthly committed gallons, the Contractor will be responsible for contacting other locations participating in the Fixed Price Contract to determine if they are able to take additional gallons.

If the Contractor is able to ship the unused gallons from the original participating Participant to another participating agency, there will be no cost to the original participating agency.

If the Contractor is unable to ship the unused gallons from the original participating Participant to another participating agency, they may sell the unused gallons on the open market and either debit or credit the difference in price back to the original participating Participant based on the open market sell price.

If the Contractor is unable to provide all of the monthly committed gallons to a participating member by the due date and time, the participating member may purchase the product on the open market and charge the Contractor for any additional costs incurred.

CUSTOMER SERVICE. The Contractor will establish a monitoring program to stay in contact with Participants in the Fixed Price Program and advise them of any fuel quantities they are required to take for a specific month. If the Participant desires a "keep fill" program for its location, the Contractor will assist in providing usage information to the Participant so it is aware of what the fuel consumption is when requested.

"FIXED" PRICE PROGRAM PRICES. *Delivery quantities cannot exceed State and federal transportation regulations. Therefore, the lowest pricing tier will only be applied to the largest portion of the total quantity that is legally allowed to be delivered. The remaining gallons will be priced at the appropriate Contract pricing tier for the delivery size of the balance of the order. For example, 5,000 gallons of gasoline and 5,000 gallons of diesel will be delivered via transport truck with*

8,000 gallons and the remaining 2,000 gallons will be delivered via tank wagon. Each delivery will be priced at those respective delivery tiers.

Only those participating agencies listed on the Price Schedule may obtain product at the price contracted. If a participating agency needs additional product over and above its monthly commitment, and there is no available product from the monthly commitment, it may purchase product utilizing the Contractor's Spot Price Formula or by purchasing on the open market.

If the original purchaser is unable to take all of the monthly committed gallons, the Contractor will be responsible for contacting other locations participating in the Fixed Price Contract to determine if they are able to take additional gallons. If the Contractor is able to ship the unused gallons from the original participating purchaser to another participating agency, there will be no cost to the original participating agency.

If the Contractor is unable to ship the unused gallons from the original participating purchaser to another participating agency, they may sell the unused gallons on the open market and either debit or credit the difference in price back to the original participating purchaser.

DELIVERY REQUIREMENTS. The Contractor will coordinate the delivery schedule with each individual Participant. As stated in the Special Terms and Conditions, if the purchaser desires to have a **"keep fill" service**, the Contractor must still provide the product at the Contract price and per the terms and conditions of the Contract. The price charged per gallon for the "keep fill" service will be based on the tank size at the customer location and at the quantity threshold price offered by the Contractor. For example, if the customer tank size is 3,000 gallons, the cost per gallon invoiced will be at the 3,000 – 3,999 price level on the Price Schedule. The "keep-fill" schedule will be coordinated between the Contractor and the Participant. The purchaser must take at least a 500-gallon minimum delivery unless otherwise approved by the Contractor.

INVOICE REQUIREMENTS. Invoices must be submitted per the Invoice Submittal Matrix below, unless otherwise approved by the Customer. Invoices should be sent electronically to the Customer unless directed otherwise by the Customer.

Invoice Submittal Matrix:

Delivered	**Invoice Submitted By**	**Calendar Days**
Monday	Thursday	3
Tuesday	Friday	3
Wednesday	Friday	2
Thursday	Monday	4
Friday	Tuesday	4
Saturday	Tuesday	3
Sunday	Wednesday	3

Delivery day is Day Zero (0), next day is Day One (1). An additional one (1) calendar day will be added when a State or Federal Holiday falls within the invoice submitted by timeline.

Notwithstanding any other rights under the Contract, invoices received after the allowed timeline stated in the Invoice Submittal Matrix, shall be discounted as follows:
One (1) day = 10 cents per gallon on affected invoice
Two (2) days = 15 cents per gallon on affected invoice
Three (3) or more days = 20 cents per gallon on affected invoice

Fixed Price Program. The Contractor shall invoice the Participant with the following information clearly marked:
A. Delivery date
B. Total gallons delivered
C. Fixed Contract price
D. Applicable State or federal taxes, city taxes or fees

Spot Price Program. The Contractor shall invoice the Participant with the following information clearly marked:
A. Delivery date
B. Total gallons delivered
C. Name of the terminal from where the product was shipped
D. Total bid constant per gallon
E. Daily Contract Average Price per gallon on the date of delivery date from the Minneapolis (designated) terminal using the State approved fuel index service, which is Telvent DTN or its current subscription service provider, etc.
F. Total Delivered Cost (Total Bid Constant + Daily Contract Average Price from Minneapolis Terminal x Number of Gallons (Total Delivered Cost)
G. Applicable State or federal taxes, city taxes or fees

FIXED PRICE FUEL PROGRAM. Invoices for the "fixed" price program must include the following information:

A. Delivery date
B. Total gallons delivered
C. Fixed Contract price
D. Applicable State or federal taxes, city taxes or fees

The "fixed" price with be the Total Delivered Price to the Participants.

If a Participant orders product with multiple delivery locations, the Contractor may impose a drop charge after the initial load is delivered. A price must be included on the Price Schedule. If no charge is entered on the Price Schedule, no drop charge may be imposed.

SPOT PRICE FUEL PROGRAM. In order to meet its additional fuel requirements over and above the committed quantities in the Fixed Price Program, Participants in the nine-county metropolitan area may utilize a Spot Price Program.

Participants will not be required to buy their additional fuel using the Spot Price program but may if they so choose. If the Contract is used, Participants will use the spot prices offered by the Fixed Price Program Contractor.

The Spot Price Fuel Program will be available to the Participants in the Fixed Fuel Price Program and will be used on an as needed basis.

Contract prices are determined by using the following formula:

Total Bid Constant (Bid Constant + Delivery Cost)
+ Daily Contract Average Rack Price per Gallon as posted on the Fuel Index (DTN)
x Number of Gallons Delivered
= Total Delivered Price

Bid Constant. The Bid Constant includes all of the Contractor's costs, overhead, all expenses and profit. The Bid Constant is the amount per gallon the vendor submits as a constant price which is the cost, on any given day, the product is delivered to the Participant.

IMPORTANT: The Bid Constant is per gallon. **The Bid Constant must remain unchanged during the initial term of the Contract.**

Delivery Cost. The Delivery Cost is the fee, per gallon, to deliver the product to the Participant from the designated terminal. The designated terminal is listed on the Price Schedule. The delivery cost offered must be calculated on shipping from the designated terminal. The Contractor may not adjust the delivery price due to obtaining product from a different terminal. The State reserves the right to change the designated terminal at any time during the Contract term.

The Delivery Cost, as offered, must remain the same for the initial term of the Contract. Delivery costs may be reviewed if the Contract is extended.

Fuel surcharges will not be allowed during the term of the Contract.

Total Bid Constant. The Total Bid Constant is the combined price of the Bid Constant and the Delivery Cost per gallon.

Daily Contract Average Price. The daily Contract average price is an average of the prices posted by the companies using a terminal to store and load petroleum products. The method used to obtain the daily average price for diesel products is based on the bulk loading terminal **daily contract average price** as quoted and posted by DTN Telvent – or the State's current price index service – ***on the day the product is delivered.*** If the State of Minnesota contracts with a different information service during the term of the Contract, the State reserves the right to amend the Contract with a new source for providing the rack average price. Please refer to contract release F-493(5) Fuel Rack Prices for more information.

The **Daily Contract Average** is posted by Telvent DTN – or current State of Minnesota Fuel Index Provider – each day by 10:00 a.m., EST, Monday through Friday, is frozen and is not updated until the next business day at 10:00 a.m., EST.

Only accept contractor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contractor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

THE DESIGNATED TERMINAL FOR THE PARTICIPANTS IS MINNEAPOLIS. The Contractor must always charge the published Daily Contract Average Price from the designated terminal as contracted, ***on the day the product is delivered,*** regardless from where the product is secured. The Participant will not specify a terminal when product is ordered. All product delivered must meet specifications regardless of where the product is obtained.

If Participants purchase a blend of No. 1 and No. 2 low sulfur diesel fuel, the Contractor must show the Contract Average rack price for each product delivered. The Contract or must not average the daily rack price for the two products.

The Delivery Cost, as offered, must remain the same for the initial term of the Contract. Delivery costs may be reviewed if the Contract is extended.

Fuel surcharges will not be allowed during the term of the Contract.

INVOICE REQUIREMENTS. The Contractor shall invoice the purchaser with the following information clearly marked:

A. Delivery date
B. Total gallons delivered
C. Name of the terminal from where the product was shipped
D. Total bid constant per gallon
E. Daily Contract Average Price per gallon on the date of delivery date from the Minneapolis (designated) terminal using the State approved fuel index service, which is Telvent DTN or its current subscription service provider, etc.

F. Total Delivered Cost (Total Bid Constant + Daily Contract Average Price from Minneapolis Terminal x Number of Gallons (Total Delivered Cost)
G. Applicable State or federal taxes, city taxes or fees

REVISIONS:

Price Schedule and Quantity Commitments:

Mansfield Price Schedule Link

Fully Executed Contract:

Fully Executed Contract Link

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

MASTER AGREEMENT #120324
CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions
SUPPLIER: Rehrig Pacific Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 900 Corporate Center Dr., Suite 600, Monterey Park, CA 91754 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:

   a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
   b) Lift and tipping solutions for stationary carts and dumpsters;
   c) Maintenance, repair, and similar services of containers; and,
   d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Rehrig Pacific Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rebecca Vara 56D629544AB04A7...
By: _____	By: _____
Jeremy Schwartz	Rebecca Vara
Title: Chief Procurement Officer	Title: Vice President of Sales - Environment
Date: 4/23/2025 | 8:39 AM CDT	Date: 4/23/2025 | 8:33 AM CDT

Docusign Envelope ID: 688620B6-9838-4326-A2DD-84E5E2E6F98D

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name:	Rehrig Pacific Company
Does your company conduct business under any other name? If yes, please state:	Rehrig Pacific or Rehrig
Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, , CA 91754
Contact:	Kendria Street-Miller
Email:	KSMiller@rehrig.com
Phone:	214-980-4652
HST#:	95-4608797

Submission Details

Created On:	Tuesday October 15, 2024 17:17:48
Submitted On:	Sunday December 01, 2024 16:02:23
Submitted By:	Kendria Street-Miller
Email:	KSMiller@rehrig.com
Transaction #:	b4fca488-84d5-4c7f-889c-d2b42953fad1
Submitter's IP Address:	104.189.236.122

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rehrig Pacific Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A Rehrig Pacific or Rehrig	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UMEHLXJJARK9	*
5	Provide your NAICS code applicable to Solutions proposed.	326199 /541990	
6	Proposer Physical Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754	*
7	Proposer website address (or addresses):	www.rehrigpacific.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jack Weber National Account Manager- Municipal Sector 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754, jweber@rehrig.com (949) 254-5781	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rebecca Vara VP, Sales 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 RVara@Rehrig.com (610) 909-5099 (mobile)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Paulk, Director, Sales Operations 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 rpaulk@rehrig.com (479) 295-7859 (mobile)	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rehrig Pacific Company is an American-owned and operated manufacturer founde in 1913. A world-leading plastic container manufacturer, technology provider, and supply chain expert that committed to providing exceptional value and partnership for our customers. We have a family tradition of growth, service, and innovation that began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with seven (7) company-owned manufacturing facilities strategically located nation-wide. Rehrig Pacific Company also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. Possessing the industry's largest production capacity of roll-out cart producing machines and molds, Rehrig Pacific Company can meet the needs of our customers through short lead-time frames as well as handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps optimize delivery timing, reduce freight costs and reduce harmful carbon emissions. Rehrig Pacific Company Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*
12	What are your company's expectations in the event of an award?	Our expectation is to continue to work closely with Sourcewell and the growing number of participating entities who use the Sourcewell Cooperative Agreement to mutually grow our business. Our Rehrig salesforce is constantly exploring opportunities to grow our customer base and our solutions to meet the growing needs of the Industries and Customers we support, especially those within the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig will be leveraging this partnership to enable prospective municipal customers to purchase our products easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 4% annually with much of this growth via the Sourcewell contract and partnership	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	This strategy ensures a robust and multi-faceted approach to promoting the Sourcewell opportunity, leveraging our extensive industry experience and marketing capabilities to drive awareness and engagement. Revenue and Sales • FY24 Net Sales: $650 million • Current Ratio: 1.70 • Total Assets: $425 million Our substantial asset base and ongoing investments ensure we continue to innovate and deliver value. Please see uploaded financials outlining Rehrig Pacific Company's financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	Presently our US market share is around 40%. Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this time Rehrig has manufactured and shipped more than 45 million roll-out carts throughout North America, successfully partnering with some of the North America's largest and most elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same time Rehrig Pacific has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, and GFL.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rehrig Pacific Company's Canadian market share is 40% and growing rapidly.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or completed bankruptcy proceedings within the past seven years.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Sales Team consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (4) National Account Managers, and (14) Territory Sales Managers. Our sales team also consists of (8) Account Specialists who provide dedicated customer service and support for our Customers and our Sales Team on a daily basis. Our infrastructure does not require the need for dealer or distributor network. Our sales team and our (7) domestic, company-owned manufacturing facilities provide the capacity, capabilities and support required to meet the needs of our new, existing and growing number of customers.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rehrig Pacific Company maintains proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant. We also hold current business licenses and/or certificates of good standing with all 50 US State & Canada as required. We also have certifications for our bear resistant containers through the Wildlife Management Institute for our 95G & 65G semi-automated and 35G Fully automated bear carts	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Rehrig Pacific Company has no debarments or suspensions or been included in possible Responsible party within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. •Great Place to Work 2019-2024: One of the recent accomplishments includes being certified four years in a row as a Great Place to Work (2019-20, 2020-21, 2022-23, 2023-24). This certification came through surveys where employees expressed their satisfaction and positive sentiment about working for such a great company. •Ecovadis sustainability rating in February 2024 and Ecovadis Bronze rating in 2021. Fortune Best Workplaces in Manufacturing & Production in 2021 and 2022. •2021 Recycling Champion Award from the Florida Recycling Partnership Foundation. •In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. •In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. •Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. •Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Rehrig Pacific's sales to the Governmental Sector has ranged from 30-32% driven by the efforts of our Environmental Sales Team. The size of our Municipal/Government Sector business fluctuates each year based on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Additionally, factors like the Covid-19 pandemic, recessions, and tight budget constraints can impact a municipality's decision to automate their collection in any given year. Strategically, Rehrig Pacific is projecting that cities will continue to convert their collection systems to automated collection and will continue to leverage Technology solutions to optimize their operations.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than one percent. It is important to understand that educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. This being said, Rehrig Pacific will sell any educational institution who is interested in purchasing our products and services directly.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Omnia Partners with an average of 25 million annually. 2) Massachusetts State Contract with an average of $300K annually.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	n/a We do not hold any GSA contracts.	

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, MO	Louis Cummings	816-513-3600	*
City of Columbia, MO	Steve Hunt	573-874-7264	*
Clay County, FL	Milton Towns	904-284-6374	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our Environmental Sales Force includes the following key personnel: • 1 Senior VP of Sales • 1 VP of Sales • 2 National Account Managers focused on the Municipal Sector • 3 Regional Sales Managers • 14 Territory Sales Managers • 8 Account Specialists Our entire sales force is strategically located across North America and Canada. The National Account, Regional, and Territory Sales Managers will serve as the primary points of contact for our customers. Their responsibilities include: • Promoting and selling products/solutions using a consultative approach to both existing and prospective customers within their designated territories. • Developing and presenting solutions using Rehrig products and services to key decision-makers, effectively articulating the value of our solutions in addressing clients' organizational challenges. The Rehrig Pacific sales team, at various management levels, receives product and sales training up to three times a year to ensure they maintain up-to-date knowledge on products, industry trends, and technical information. Additionally, our sales team are supported by eight Account Specialists who provide dedicated customer service and support on a daily basis (Customer Service). Our Account Specialists partner with our sales territory managers with managing all of our customer's needs. Our sales force is supported by our corporate and manufacturing staff, who provide remote back office and operations support. The support teams include: • Sales Operations • Procurement (Resin, Materials, Tooling, Logistics) Customer Experience (Customer Service) • Human Capital (HR/Training) Manufacturing • New Product Development/Design EH&S (Safety) • Sustainability • Service Operations (Cart Maintenance/Assembly & Delivery) Technology • Operations Support (Implements and supports our Vision Software Technology platform)	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rehrig Pacific Company and our dedicated, company-employed sales team sell our proprietary products directly to the end-user. With seven (7) roll-out cart producing plants strategically located throughout the United States, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*

28	Service force.	All of our customer's needs and requests are received by our dedicated company-employed Sales and Customer Service team. If the needs of our customers are related service-related solutions including but not limited to Assembly & Distribution and Cart/Container Maintenance, the Rehrig Pacific company-employed Service Operations Team will receive feedback on those needs from our Sales and Customer Service Team and will engage with our customers to implement solutions consistent with needs and timing of our customers. Our Rehrig Pacific Service Operations Team engages with our customers to support projects across the United States and in Canada	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders.Upon submission into JDE,sales order forms are input with a category code that keys the order as a Sourcewell Cooperative purchasing order. For reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcewell category code.Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. After review and approval by the relevant parties, the sales report is sent to Sourcewell and, simultaneously, Accounts Payable for processing and payment.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The role of our Account Specialists (Customer Service) is to be the primary point of contact between Rehrig Pacific and our customers. Our Account Specialists are responsible for maintaining customer accounts and files, providing product, solution and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialists report to the Customer Service Manager for the Environmental Business Unit. Our Environmental Account Specialist Team consists of eight (8) members strategically assigned to Sales Representatives. With eight Account Specialists covering fourteen sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: *Setting up new customer accounts *Maintaining and updating customer records and files *Take customer orders either directly from customers or Sales Representatives *Lead all post sales efforts to ensure customers' needs are met and have a positive buying experience. *Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions *Expedite, track and review customer scheduling requirements *Initiate correction process to resolve customer complaints and service requests *Review customer warranty and submit warranty claims	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we have the ability and willingness to provide our products and services to Sourcewell participating entities in the United States. Our current Co-Op contract is a go to sales tool for the Rehrig sales force to provide value to our customers. We currently offer and ship our solutions to municipalities in all 50 states. Our seven (7) manufacturing facilities make the prospect of servicing such a large customer in a large country that much easier.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rehrig Pacific Company will serve any qualified Sourcewell members in North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far-reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehrig Pacific does not have any restrictions that would apply to members in Hawaii, Alaska or US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rehrig Pacific will extend terms of the cooperative agreement to any entities.	*Item 16.*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we can provide our products and services to Sourcewell participating entities in the United States, demonstrating our confidence in the value our association serves. Our Sourcewell Co-Op contract is a valuable sales tool for Rehrig, aligning with our strategy to showcase our products, services, and people. To strengthen that relationship, our marketing strategy leverages a comprehensive mix of digital and traditional media to maximize visibility and engagement within the Waste and Recycling industry. We aim to highlight the benefits of cooperative purchasing through Sourcewell, emphasizing our leadership and expertise. This strategy will be implemented across several segments: 1. Trade Shows and Industry Engagement Rehrig Pacific Company participates in numerous regional and national trade shows annually, showcasing our products and services. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo, the industry's largest trade show, attracting thousands from both municipal and private sectors. Additionally, we sponsor and are members of The Solid Waste Association of North America (SWANA), which hosts the annual WasteCon trade show. Our sales team also attends various regional trade shows throughout the year. We will highlight our partnership with Sourcewell through our booth designs at these events. Examples: •Major Events: Actively participate in over 50 national and regional events annually. Key sponsorships include the premier annual industry event Waste Expo in May, where we have been the Registration Sponsor for the past five years and the Opening Night Party Sponsor for the past three years. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo •Booth and Signage: Secure prime booth locations and prominent signage at major trade shows to enhance visibility. •Speaking Engagements: Participate as speakers and panel members to showcase our thought leadership. 2. Website Our recently updated, user-friendly website provides Sourcewell members with detailed information about our products and services, including specifications, technology services, case studies, videos, sustainability efforts, office locations, and contact information. We will use the website to amplify our partnership with Sourcewell and showcase our growing network of partner brands and companies. Examples: •Video Content: Develop videos for municipalities that showcase the partnership with Sourcewell and its impact on their waste and recycling programs. •Advertorials: Co-author advertorials for Waste Today and Waste 360 to explain the benefits of cooperative purchasing. •Targeted Campaigns: Align on targeted LinkedIn campaigns to build awareness of the power of cooperative buying. 3. Digital Marketing Rehrig Pacific maintains an active presence on LinkedIn, Facebook, Twitter, and YouTube, publishing unique content weekly about our brand, products, services, trade shows, conferences, awards, and recognitions. We have focused on enhancing our LinkedIn presence and sharing our story as an integrated solutions provider. We also highlight new product launches, partnerships, and employee recognition through video content and social banner posts. Examples: •Website and Collateral: Continuously update our website and marketing collateral to reflect on the latest case studies, videos, and success stories related to Sourcewell. •Social media: Utilize both paid and organic LinkedIn campaigns. Paid campaigns will run for 4-6 months annually, focusing on key trade shows and events. Organic posts will be scheduled 2-4 times per month, featuring rollouts and updates. •Email Marketing: Deploy targeted email campaigns timed around major trade shows and specific events to drive engagement and awareness. 4. Advertising We advertise in several industry publications, including Waste 360, and execute digital marketing campaigns across various platforms to reach target audiences. Our past campaigns have utilized Facebook, Google, and LinkedIn for banner ads, video ads, and sponsored content. We also run paid search ads on Facebook and Instagram. Additionally, we distribute direct mail advertisements and publish press releases to highlight new product releases, partnerships, and municipal contract acquisitions. Examples: •Waste 360: Maintain an always-on digital presence with banner ads, high-impact ads, eblasts, and sponsored content such as videos and advertorials.

		•Waste Today: Combine print and digital strategies with full-page ads, advertorials, and digital promotions, including retargeting and email blasts. 5. Sponsorships & National/Business Group Meetings We host special guests, including partners and customers, at our national sales meetings. As a Sourcewell vendor, we encourage Sourcewell representatives to attend and speak to our sales team about the benefits of cooperative purchasing contracts. We also invite partners and customers to visit our RISE (Rehrig Innovation Showcase Experience) Center in Dallas, where they can learn about our company's history, products and services. Examples •Industry Events: Support major industry events and over 50 regional events per year, including silent auctions, charity events, and golf tournaments. •Community Initiatives: Engage in community-focused initiatives to build goodwill and strengthen our brand presence. 6. Measuring Engagement To measure engagement effectively, we will implement a variety of metrics and tools tailored to each marketing tactic: •Digital Marketing Metrics: Track website traffic, page views, time spent on pages, and conversion rates using tools like Google Analytics. Monitor LinkedIn engagement through likes, shares, comments, and click-through rates (CTR). Track email marketing metrics such as open rates, click-through rates, and conversion rates. •Paid Media Metrics: Measure impressions, CTR, and conversion rates for digital ads on platforms like Waste 360 and Waste Today. Assess the effectiveness of retargeting efforts by tracking engagement and conversion rates. •Trade Shows and Industry Engagement Metrics: Track the number of attendees visiting our booth and participating in our sponsored events. Measure the number of leads generated and their subsequent conversion rates. Collect feedback from event participants through surveys. •Creative and Co-Branded Initiatives Metrics: Track views, watch time, and engagement on videos. Measure the reach and engagement of co-authored advertorials through publication metrics and reader feedback. •Sponsorships and Community Engagement Metrics: Track the number of events sponsored and the level of engagement. Collect feedback from community initiatives. •Overall Performance Metrics: Calculate ROI for each marketing tactic, measure customer acquisition cost (CAC), and assess customer lifetime value (CLV). By regularly monitoring these metrics, we can adjust our strategies to optimize engagement and ensure the success of our marketing efforts.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company proudly partners with Salesforce, using tools like Pardot to create effective marketing email blasts and digital campaigns. These tools help us reach our targeted audience with precise messaging. By leveraging Salesforce's CRM, we can identify new sales leads and maintain diligent communication throughout the sales funnel. Each month, we review analytics reports from our website and digital platforms to analyze the success of our recent messages. This helps us determine if adjustments are needed in banners, copy, and other content. On social media, our focus over the past year has been on amplifying our story, products, services, and sustainability efforts through unique content, including videos, banners, and sell sheets, particularly on LinkedIn. This strategy has significantly grown our digital presence, expanding our network, increasing company followers, and boosting monthly impressions, visitors, and engagement on our posts.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Rehrig's expectation is that Sourcewell will continue to grow the number of eligible participating members who can purchase from or through our agreement. We also expect Sourcewell to continue to support their Vendors in states and cities where procurement practices might preclude them from purchasing off the Sourcewell agreement.Regarding our sales process, our sales organization on the Environmental team will continue to emphasize and promote cooperative purchasing to all prospective Sourcewell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to several of our larger customers. We also have customers that use services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated roll-out carts typically do not require user training, as Municipal Public Wor Departments and Sanitation Divisions are already well-versed in their use. Each container marked with instructions on proper operation and handling. Our sales team is also available to conduct specific product training sessions upon customer request. For our Vision Technology products, Rehrig Pacific provides comprehensive training.This includes hardware installation training during program startups,as well as ongoing software training to ensure effective use of the technology. Rehrig Pacific Company offers our customers the opportunity to tour any of our seven U.S.-based manufacturing plants. These tours provide a firsthand look at the processes used to manufacture and ship our solutions. Additionally, our Rehrig Innovation Showcase Experience (RISE) in Dallas serves as an educational resource, promoting the history, use, and innovation of our products to both customers and employees.	*
42	Describe any technological advances that your proposed Solutions offer.	Vision Software: Rehrig Pacific's proprietary Vision Software was developed internally to provide city and county collection operations with enhanced visibility.Our offerings include Work Order and Inventory Management,Service Verification,Visual Verification, Industrial Container Tracking, and other applications designed to help cities improve efficiency and reduce costs in their collection operations. Co-Injection Manufacturing & Use of PCR: Rehrig Pacific has made significant investments in Co-Injection technology. This process allows us to produce roll-out carts using recycled materials while maintaining our customers' brand colors. As state and federal legislation increasingly requires products to be made with recycled materials, municipalities are demanding that roll-out carts contain at least 30% post-consumer recycled plastic (PCR). Typically, PCR material is multi-colored, making it difficult for competitors to produce carts in colors other than black. However, our Co-Injection process enables us to use multi-colored PCR material for the cart's core while applying the municipality's chosen color to the exterior. This ensures that we can meet legislative requirements and customer preferences for standard colors like green, blue, brown, yellow, and grey.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. In the early 1970’s using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific’s waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our seven manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry’s greatest capacity (7 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig’s manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a “waste free environment” in our manufacturing facilities. Our “Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960’s. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country’s landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today’s struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the number of plastics from entering our oceans.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	•EcoVadis Sustainability Rating Feb 2024 & Bronze Rated in 2021- EcoVadis is the glob standard sustainability management platform for trading partners to equally identify areas o accomplishments and opportunities for improvements with regards to sustainability topics. The platform monitors performance while driving continuous improvement. An EcoVadis Rating provides the requesting company/organization with a trusted assessment of their CSR performance, while enabling their suppliers (RPC) to map out the company's sustainability infrastructure. We rank in the 50th percentile which means Rehrig scored higher than or equal to 50 percent of all companies rated by Ecovadis. •Operation Clean Sweep (OCS) Member Since 2021 Operation Clean Sweep is an international program administered by the American Chemistry Council (ACC) and the Plastics Industry Association, (Plastics) designed to prevent resin pellet, flake and powder loss and help keep this material out of the marine environment. All 7 of our U.S. cart manufacturing plants have made the Operation Clean Sweep ® (OCS) pledge and have become an OCS program partner to help control plastic resin loss worldwide. OCS members commit to making zero pellet loss a priority, assess their company's situation/needs, raise employee awareness, and create accountability and look for ways to improve the program. We must requalify every year to maintain this status. •The Only Cart Manufacturer named a Funding Partner of the Recycling Project-the Recycling Partnership is a national nonprofit organization dedicated to transforming recycling systems across the United States. Their mission is to build a better recycling system by making packaging more circular and meeting collective climate and sustainability goals. To become a funding partner, organizations must be committed to supporting the mission of The Recycling Partnership, participate in strategic discussions /initiatives to improve recycling systems and collaborate with other partners and stakeholders to achieve common goals. •ISO/TS 22002-4 certified locations. We have two (Lawrenceville, GA and Dallas, TX) that are ISO/TS 22002-4 certified, and we are working to obtain certification to this standard in our other plants.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rehrig Pacific has been a family-owned business for more than 113 years. Rehrig Pacific has 7 U.S. based and Company-Owned manufacturing facilities, each capable of meeting the needs of our Environmental Customers Rehrig Pacific has an in-house dedicated Sales Team, Customer Service Team and Service Operations Team with expertise and long-standing track record of exceeding the expectations of our customers. Rehrig Pacific has the industry's largest menu of roll out containers and ancillary products and services available to Sourcewell members to meet ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig' s proprietary Vision Technology solution without having to source this technology from a third party. Conversely, many competing roll-out cart manufacturers who offer technology are buying third party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of 14 Territory Sales Manager and 8 Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a satisfied customer experience without having to purchase their needs from several manufacturers.	*

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Rehrig Pacific Company uses the high-pressure injection- molding process to manufacture almost all our products. Specifically, in many of our roll out carts we also leverage proprietary co-injection technology/process that allows us to incorporate recycled plastic into the core of the products we manufacture while maintaining the desired visual appearance consistent with our customer's brand/color preference. Five of the six (6) leading manufacturers of roll-out carts use the injection- molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components, product design, material quality and manufacturing. For example, a roll-out cart vendor can have a well-designed roll- out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless of if it's a rotationally molded cart or an injection- molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll- out carts in a short period of time.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Rehrig Pacific Company follows the NIST Cybersecurity Framework v2 to ensure robust information security for both internal operations and customer data. We implement best practices like least privilege, segregation of duties, and security logging. All data handled by our employees, contractors, or third parties is protected under our detailed Data Classification and Protection Policy, ensuring the security of all non-public information. The NIST Cybersecurity Framework is a set of guidelines developed by the U.S. National Institute of Standards and Technology (NIST) to help organizations manage and reduce cybersecurity risks. Please see https://csrc.nist.gov/pubs/cswp/29/the-nist-cybersecurity-framework- csf-20/final to learn more about the NIST cybersecurity Framework	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Rehrig Pacific is dedicated to making a positive impact on the world, both now and in the future. Our mission is driven by sustainability, and our solutions support a circular economy for our customers. Our products are designed to be recyclable at the end of their life. We collaborate with customers to reclaim end-of-life products and reuse the materials in the production of new carts and containers through our proprietary co-injection process. We have an in-house materials laboratory that evaluates alternative materials. We continuously explore the use of materials like Post-Consumer Resin (PCR) to divert waste from landfills. Roll-Out Cart Features: Our carts are manufactured using the co-injection method with PCR. This process allows us to incorporate more types and quantities of PCR compared to rotational molding, which uses powdered resin and limits PCR integration. We also offer a buyback credit for broken or damaged carts. Technology Features: Our Vision Technology Solution includes several applications that municipal collection operations use to improve efficiency in collecting solid waste, recycling, and organic waste. These technologies, along with our roll-out carts, play a significant role in increasing participation in recycling and diversion programs.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Rehrig Pacific is not a certified as any type of disadvantaged business. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. However, whenever possible Rehrig Pacific Company opts to sub-contract out portions of our contracts to MBE/WBE/DVBE companies who are able to obtain certification in the municipalities we service.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	No, we are not certified as an MBE	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	No, we are not certified as an WBE	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	No, we are not certified as an DOBE	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	No, we are not certified as an VBE	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	No, we are not certified as an SDVOB	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	No, we are not certified as an SBE	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	No, we are not certified as an SDB	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	No, we are not certified as an WOSB	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcewell members 3rd party financing companies.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Rehrig Pacific prepares and delivers a proposal document to municipal customers. This document highlights our company's capabilities, values, the quality of our products, and the vehicles we offer to meet municipal needs. Once an opportunity is awarded, we confirm the details through a quote sheet that specifies the awarded products and their specifications.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rehrig Pacific does accept P-Card but not offer terms through this process payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company has submitted line-item pricing. Our pricing model is one that is proposing “ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcewell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rehrig Pacific does not set a pricing discount. Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger opportunities.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Just as we have been offering Sourcewell members on our current agreement, Rehrig is proposing a line item titled, “Sourced Goods Option”. This line item will allow any Sourcewell member to purchase ancillary and/or related products at Cost +15%.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our Sourcewell pricing exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable tax. Rehrig has submitted pricing for our Vision Technology items such as hardware installation, training setup and warranty calls.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to ensure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with third party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific’s Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member’s invoices.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Canada, Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53’ dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all these services.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to Sourcewell membe residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted third-party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Rehrig Pacific Territory Sales Manager will work with Sourcewell members to ensure the pricing offered and quoted to those members is consistent with the Sourcewell agreement. The quote documentation will be stored in Salesforce and will have Sourcewell documented, and this will be entered into our ERP System (JDE) once the orders are received and confirmed. All invoicing for subsequent orders from Sourcewell members will be coded in JDE as being associated with Sourcewell and it is these codes that will enable the quarterly reporting to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our internal metrics will focus on measuring actual performance and activities against the expectations and goals outlined in our Sales Team Key Accountabilities. These accountabilities highlight areas aligned with our Strategic Plan and annual Budget. Each Sales Team member, across all geographical regions, will have proportional goals and responsibilities aimed at maximizing the potential of municipal strategies, leveraging Sourcewell as a key resource to enhance our engagement with municipal customers. We will regularly track actual versus expected results for our Key Accountabilities using Salesforce. Both quantitative and qualitative approaches will be used to evaluate the health of our opportunity pipeline, ensuring our progress aligns with the strategic goals set forth in the Key Accountabilities. Additionally, monthly tracking of actual versus expected results for our annual Budget will be conducted, with action plans developed to address any discrepancies. For Marketing and Outreach Effectiveness, we will monitor metrics such as the number of marketing campaigns, leads generated, and conversion rates from our efforts targeting Sourcewell participating agencies. Activity for these metrics will be documented and measured in Salesforce, which will enable us to optimize strategies, enhance customer engagement, and achieve superior business outcomes. Rehrig utilizes Salesforce as a means for leveraging and measuring all aspects of our sales team including performance and sales (budgets). Using various tools within Salesforce, our sales reps are tracked to measure their activity and are held accountable for developing a list of top 5 municipal prospects. As a company, we also track our monthly and quarterly sales for Sourcewell with an annual goal of increasing our sales 3-5% annually.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	The nature of our business is to offer participating entities the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement. *

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Rehrig Pacific Company is proposing the most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiency and drive out cost. Recycling Bins Our vast menu of products includes various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection. Our complete line of residential collection containers used in semi-automated and fully automated collection programs include the commonly preferred sizes of 35- gallon, 65-gallon and 95- gallon roll-out carts. In addition, Rehrig also offers an 18- gallon (65- liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll- out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the Cities of Los Angeles, Seattle, Edmonton, San Diego, Toronto. * Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Software Technology. Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Vision Technology Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buyback Rehrig Pacific Company provides a Buyback program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic, Rehrig Pacific offers ancillary products services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing. *

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	(•) Yes ( ) No	Rehrig Pacific can offer all these products to participating entities. •Residential-sized refuse and recycling containers in three sizes and models: •95,65 and 35 Gallons •Enviroguard (EG) and Nestable Bar (NB). •We offer collection bins in the following sizes: •18 Gallon Huskylite Recycling Bin •Open Handle 32Gallon Round Can •25 Gallon Round Can •We offer the following Bear Carts sizes •Fully Automated 95 & 65 Bear Resistant Roll Out Carts •35 Gallon Semi-Automated Bear Resistant Roll Out Cart. Our Carts are easy for residents to roll to the curb, robust and compatible with automated lift arms, and are constructed from high-quality, durable plastic with the ability to include recycled materials	*
78	Lift and tipping solutions for stationary carts and dumpsters	( ) Yes (•) No	Rehrig Pacific does not offer tipping solutions, but we do have an in-house design team capable of working with our customers to develop solutions to meet their needs, challenges and goals.	*
79	Maintenance, repair, and similar services of containers	(•) Yes ( ) No	Rehrig Pacific offers a comprehensive cart maintenance program. We manage the delivery, pickup, repair, and maintenance of all roll-out carts in your service area. For a monthly fee per cart, we handle requests from residential customers for new pickup service, end of service, additional carts, cart size changes, lost or stolen carts, and cart repairs. Our local field service team responds promptly and courteously, adhering to your established customer protocols.	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	(•) Yes ( ) No	•Work Order + Inventory enables re time confirmation of container movements without the need for manual reporting. It can provide visibility into container stock, inventory, eliminating the need for manual checks. •Service Verification captures accurate collection data with RFID and photo exception events with truck-mounted RFID and Camera Hardware that directly feeds into Vision reporting and Map Center. Eliminates the need to scroll through footage for collection proof and aggregates data to manage route balance and reduce call-backs,confirms that drivers pick up on schedule, bins are in the right places,and work is getting done on time. •Visual Verification provides a two-camera system that captures visual evidence of services, or attempted services, which are easily documented and verified. With this service, customers can capture service completion, identify curbside contaminants and record bulky pick-ups. •Industrial Container Tracking lets you know where your containers are through an easy-to-use interface that loads onto your existing iOS or Android devices, reducing the need for manual drivers and physical confirmation Scalable and secure, Vision® Technology uncovers opportunities for enhanced efficiency, leading to improved outcomes and increased resident satisfaction.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		( ) Yes (•) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Rehrig Pacific Company - Pricing - Sourcewell RFP 120324 Plastic Containers-Final.xlsx - Sunday December 01, 16:01:04
- Financial Strength and Stability - Rehrig Pacific Company - Rehrig Financials - RFP 120324 Plastic Containers.pdf - Tuesday November 26, 2024 18:38:42
- Marketing Plan/Samples - Rehrig Pacific Company - Marketing Plan - RFP 120324 Plastic Containers.pptx - Wednesday November 20, 2024 11:30:10
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - City of Kansas City- 65G Trash February 2024 Final_Redacted.pdf - Thursday November 07, 2024 12:28:34
- Requested Exceptions (optional)
- Upload Additional Document - RPC Response to Sourcewell RFP #120324 Plastic Refuse&Recycling Containers & Tech. Solutions..pdf - Wednesday November 27, 2024 10:33:52

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Webber, National Accounts Manager- Municipal Accounts , Rehrig Pacific Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☑	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☑	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☑	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☑	1

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	**CONSENT**
MEETING DATE	JANUARY 12, 2026

ITEM:	**Approve Public Works 2026–2029 Three-Year Contract for Roll-Off Material Disposal Services.**
Presenting Item: *Aaron Chirpich City Manager*	
DEPARTMENT: Public Works	**BY/DATE:** David Cullen **/** January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
X High Quality Public Spaces
_Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
_Resilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

The Public Works Department utilizes multiple roll-off boxes year-round for material disposal, including roll-off boxes for Parks and Public Works refuse, brush, and scrap metal. In addition, a separate scrap metal roll-off box is utilized by the City Recycling Center.

The City of Columbia Heights previously contracted Waste Management; that contract expired in December 2025.

SUMMARY OF CURRENT STATUS

Proposals for a three-year contract for roll-off box services were received from Waste Management, Walters Recycling and Refuse, and Lakes Recycling Services. Following review, Walters Recycling and Refuse was determined to be the best-value decision based on cost, and operational reliability.

Bid Tabulation

Public Works 2026–2029 Three-Year Contract for Roll-Off Material Disposal Services

Item	Unit	Walters Price	Waste Management Price	LRS Price
20 yard trash dumpster				
Haul	ea	$150.00	$179.79	$225.00
Disposal Rebate	ton	$110.00	$74.38	$95.00
Container Usage	month	$0.00	$380.00 *	$0.00
Surcharge	%	0.00%	16.18%	34.00% **
20 yard brush dumpster				
Haul	ea	$150.00	$279.89	$225.00
Disposal	ton	$50.00	$86.68	$345.00 ****
Container Usage	month	$0.00	$380.00 *	$0.00
20 yard scrap metal dumpster - Recycle Center				
Haul	ea	$185.00	$181.04	$225.00
Disposal	ton	$0.00	$0.00	$0.00
Rebate	%	100.00%	0.00%	100.00%
Container Usage	month	$0.00 *	$380.00 *	$0.00
20 yard scrap metal dumpster - MSC Yard				
Haul	ea	$185.00	$181.04	$225.00
Disposal	ton	$0.00	$0.00	$0.00
Rebate	%	100.00%	0.00%	100.00%
Container Usage	month	$0.00	$380.00 *	$0.00 ***
Increase per year	%	6.00%	10.00%	did not provide
Total		$832.00	$2,503.08	$1,342.34

* If the Container is not dumpped monthly there is a Container fee of $380

** Fuel Charge

*** One Time $75 Deliever Fee per Container

**** Per dump

STAFF RECOMMENDATION

Staff recommend awarding a three-year contract for roll-off box services to Walters Recycling and Refuse.

RECOMMENDED MOTION(S):

MOTION: Move to approve the award of the Public Works 2026–2029 three-year roll-off material disposal contract to Walters Recycling and Refuse.

ATTACHMENT(S)

Waste Management proposal.
Walters Recycling and Refuse proposal.
Lakes Recycling Servies proposal.
Contract for approval.

Waste Management of Minnesota, Inc.
W132 N10487 Grant Drive
Germantown, WI, 53022
(888) 960-0008

WM Agreement #	**S0020165262**
Customer ID	**27-57065-03005**
Acct. Name	**COLUMBIA HEIGHTS MN ROLLOFF**
Salesperson	**Austin Pfannenstiel**
Effective Date	**1/1/2026**
Last PI Date	

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	**COLUMBIA HEIGHTS MN ROLLOFF**	Contact	**Jesse Davies**
Address	**637 38TH AVE NE**	Telephone #	**763-290-4346**
City State Zip	**COLUMBIA HEIGHTS, MN 55421-3806**	Fax #	
County/Parish	**ANOKA**	Email	**jdavies@columbiaheightsmn.gov**

Billing Information

Name	**CITY OF COLUMBIA HEIGHTS REFUSE AND RECYCLING DEPT**	Contact	**BARBARA THOMAS / JESSE DAVIES**
Address	**637 38TH AVE NE**	Telephone #	**7637063703**
City State Zip	**COLUMBIA HTS, MN 55421-3806**	Fax #	
County/Parish	**ANOKA**	Email	**bthomas@columbiaheightsmn.gov**

Customer Comments:

PO#

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency		
1	20 Yard Open Top	Green Waste - Unspecified	1xOn Call	**Haul Rate**	$ 279.89
				Disposal Rate (perTonover3.00)	$ 86.68
				Container Usage/Day (after30days)	$ 380.00

Minimum Tons: Minimum Hauls: Current Energy Surcharge 16.18%
Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Haul and Disposal Rates (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Quantity	Equipment	Material Stream	Frequency		
1	20 Yard Open Top	MSW Commercial	1xOn Call	**Haul Rate**	$ 179.79
				Disposal RateperTon	$ 74.38
				Container Usage/Day (after30days)	$ 380.00

Minimum Tons: Minimum Hauls: Current Energy Surcharge 16.18%
Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Haul and Disposal Rates (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

Quantity	Equipment	Material Stream	Frequency		
1	20 Yard Open Top	Recycle Material	1xOn Call	**Haul Rate**	$ 181.04
				Container Usage/Day (after30days)	$ 380.00

Minimum Tons: Minimum Hauls: Current Energy Surcharge 16.18%
Customer's Waste Materials not to exceed an average weight of lbs/yard.
Except for increases permitted by Sections 4(b)(i) – (v) of this Agreement, the Haul and Disposal Rates (1) shall not be increased during the first 12 months of Contract Term, and (2) will increase by 10% annually thereafter for the remaining Initial Term

*Continued on next Page

Waste Management of Minnesota, Inc.
W132 N10487 Grant Drive
Germantown, WI, 53022
(888) 960-0008

WM Agreement #	**S0020165262**
Customer ID	**500-494876**
Acct. Name	**COLUMBIA HEIGHTS MN ROLLOFF**
Salesperson	**Austin Pfannenstiel**
Effective Date	**1/1/2026**
Last PI Date	

Service Agreement

Non-Hazardous Waste Service Summary

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*The Energy Surcharge applies to all other Charges whether or not listed on this summary. Any Energy Surcharge amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.
This Agreement does not provide for a fixed price during the Contract Term.Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date

Company Waste Management of Minnesota, Inc.	Printed Name	Title	Date
		Waste Management Sales Rep.	

Terms and Conditions on following page(s)

1. (a) SERVICE GUARANTEE. We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
(b) SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, polychlorinated biphenyl ("PCB") wastes, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. CONTRACT TERM. The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. TERMINATION RIGHTS. Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES. The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
(b) PERMITTED PRICE INCREASES AND CHARGE MODIFICATIONS. Company reserves the right, and Customer acknowledges that it should expect Company to increase, add, or modify the Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the calculation of the Energy Surcharge including additions or modifications to the fuel types used in the calculations, the Recyclable Materials Offset, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on an enterprise-wide basis, including Company and all Affiliates and subcontractors); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel or energy surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
(c) CONSENSUAL PRICE INCREASES Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. INVOICES; PAYMENT TERMS Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third-party billing portal or program. In no event shall the use by Company of Customer's or any third-party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company or its payment system provider(s) from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If this Agreement is signed by an agent, broker or other third party on Customer's behalf, the Customer receiving the Services remains liable for payment of all Charges due hereunder including any liquidated damages owed under Section 7. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to

Customer's pavement or any other surface resulting from the equipment or Services. Customer agrees that during each instance of service of roll-off/open top container(s) or comp at Customer's service address, the Company vehicle(s) providing service may temporarily place an additional roll-off/open top container or compactor box at Customer's service l a manner that does not interfere with the use of Customer's premises, with such container being removed by the Company upon Company vehicle's return of the empty roll-off/open top container or compactor box to the Customer's service address.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of $100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer. Except to the extent either party has provided timely written notice of termination as set forth in Section 2, Customer's acceptance of a competing offer under this Section 9 before the expiration or termination of the current Initial Term or Renewal Term shall be a termination under Section 3(b) and subject to Customer's obligation to pay liquidated damages as provided in Section 7.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER**: Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS**: The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, agency, or employer-employee relationship. (j) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (k) " business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding mont after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling processing services are provided, Charges may include sepa

fuel and environmental surcharges for recycling services as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calcul forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Co have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

From: Mike Person
To: Jesse Davies
Subject: RE: roll box services
Date: Monday, December 1, 2025 8:57:36 PM
Attachments: image001.png
image002.png

Thanks Jesse, we did have a good Thanksgiving and hope the same for you and your family.

Understood. I have adjusted our quote below.

Public Works Yard:

- One 20 yard box for trash emptied weekly during the parks season and monthly in the winter
  - Haul = $150
  - Disposal = $110/ton
  - No fuel or other hidden fees, 17% Anoka county tax
- One 20 yard box for scrap metal on call usually 4 times/year
  - Haul = $185
  - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
  - No fuel or other hidden fees
- One 20 yard box for brush on call usually monthly
  - Haul = $150
  - Disposal = $50/ton
  - No fuel or other hidden fees

Recycle Center

- One 20 yard box for scrap metal on call usually monthly
  - Haul = $185
  - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
  - No fuel or other hidden fees

Additional Terms

- 3 year agreement
- 6% annual increase
- You had inquired about pricing for tire disposal
  - 10 yd box for Tires
    - Haul = $175
    - Disposal = $300/ton
    - No fuel or other hidden fees, 17% Anoka county tax

Mike Person
Director of Sales, Marketing, & Customer Experience
Walters Recycling & Refuse
Office: (763) 780-8464
Direct: (763) 210-5062

Mobile: (651) 261-3552



From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Monday, December 1, 2025 5:07 PM
To: Mike Person <mperson@waltersrecycling.com>
Subject: RE: roll box services

Hello Mike, hope you had a nice Thanksgiving.

We really want 100% of the rebate for the scrap metal because this is how we pay the Kiwanis to monitor the center when it is open for us. Please adjust pricing for this if needed.

Thanks---jesse

From: Mike Person <mperson@waltersrecycling.com>
Sent: Monday, December 1, 2025 2:22 PM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: roll box services

Hi Jesse,

Thanks again for taking the time to meet Jack and I and tour the yard. I have prepared the below pricing for our bid submission. I can get this on a formal contract if pricing is approved and the City would like to move forward with Walters for roll off services.

Also, I did get the 8yd lid repair scheduled for the recycling container at the Recycle Center. That should get done this week.

Let me know if you need any additional information.

Thanks!

Public Works Yard:

- One 20 yard box for trash emptied weekly during the parks season and monthly in the winter
  - Haul = $150
  - Disposal = $110/ton
  - No fuel or other hidden fees, 17% Anoka county tax
- One 20 yard box for scrap metal on call usually 4 times/year

Haul = $150
    - Disposal = Dump at ReAlliance metals, 50/50 shared rebate based on value of the material
    - No fuel or other hidden fees
- One 20 yard box for brush on call usually monthly
    - Haul = $150
    - Disposal = $50/ton
    - No fuel or other hidden fees

Recycle Center

- One 20 yard box for scrap metal on call usually monthly
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Additional Terms

- 3 year agreement
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From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Friday, November 21, 2025 2:07 PM
To: Mike Person <mperson@waltersrecycling.com>
Subject: RE: roll box services

9:30 should work for me see you then. The back yard of 637 38th Ave is where the boxes are at.

Thanks---jesse

From: Mike Person <mperson@waltersrecycling.com>
Sent: Friday, November 21, 2025 2:05 PM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: roll box services

Yeah that sounds good. Can we look at first thing Monday am? I could be ready by 8/9am to tour.

Mike Person
Director of Sales, Marketing, & Customer Experience
Walters Recycling & Refuse
Office: (763) 780-8464
Direct: (763) 210-5062
Mobile: (651) 261-3552



From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Friday, November 21, 2025 2:03 PM
To: Mike Person <mperson@waltersrecycling.com>
Subject: RE: roll box services

Hello Mike, can we tour the site on Monday I'll be out the rest of the week.

Thanks---jesse

From: Mike Person <mperson@waltersrecycling.com>
Sent: Friday, November 21, 2025 11:10 AM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: roll box services

Hi Jesse,

Sorry for the delayed response on this. I was working with operations to get a few details ironed out. The frequency of service is no problem at all for us.

For brush – can we get some clarity on this material? Is it a combo of brush and yard waste? If it is larger than 2 inches in diameter then we would need to find an alternative disposal site for this.

I think a tour of the yard is a great idea so I can get some pictures over to our operations team as

well. Let me know what would work for you.

Thanks!

Mike Person
Director of Sales, Marketing, & Customer Experience
Walters Recycling & Refuse
Office: (763) 780-8464
Direct: (763) 210-5062
Mobile: (651) 261-3552



From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Friday, November 14, 2025 11:53 AM
To: Mike Person <mperson@waltersrecycling.com>
Subject: RE: roll box services

Sure, we currently have for the Public Works yard:

- One 20 yard box for trash emptied weekly during the parks season and monthly in the winter
- One 20 yard box for scrap metal on call usually 4 times/year
- One 20 yard box for brush on call usually monthly

For the Recycle Center we have a 20 yard box for scrap metal on call usually monthly

Please note; Currently for the scrap metal boxes ReAlliance metals will send us a rebate check for the value of the material.

Would you like a tour of our yard?

Thanks---jesse

From: Mike Person <mperson@waltersrecycling.com>
Sent: Thursday, November 13, 2025 3:22 PM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: roll box services

I can help you out with that if you can provide the size box you are looking for, the material type, and how frequently you think it will be emptied.

Mike Person
Director of Sales, Marketing, & Customer Experience
Walters Recycling & Refuse
Office: (763) 780-8464
Direct: (763) 210-5062
Mobile: (651) 261-3552



From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Thursday, November 13, 2025 2:09 PM
To: Mike Person <mperson@waltersrecycling.com>
Subject: RE: roll box services

Hello Mike, they are permanently onsite for Public Works.

Thanks---jesse

From: Mike Person <mperson@waltersrecycling.com>
Sent: Thursday, November 13, 2025 10:26 AM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: roll box services

Hey Jesse,

Week is going fast but good and hope the same for you. Will these boxes be temporary or permanent?

Mike Person
Director of Sales, Marketing, & Customer Experience
Walters Recycling & Refuse
Office: (763) 780-8464
Direct: (763) 210-5062
Mobile: (651) 261-3552



From: Jesse Davies <JDavies@columbiaheightsmn.gov>

Sent: Thursday, November 13, 2025 9:59 AM
To: Mike Person <mperson@waltersrecycling.com>
Subject: roll box services

Hello Mike, hope your week is going well. Who do I contact about quotes for roll box services?

Thanks---jbd

Jesse Davies | Refuse & Recycling Dept.
City of Columbia Heights| Public Works Department
3989 Central Avenue NE | Columbia Heights, MN 55421
www.columbiaheightsmn.gov/refusesupport
Refuse: (763) 706-3727 | Main: (763) 706-3700

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From: Jesse Davies
To: David Cullen
Subject: FW: LRS - roll offs
Date: Wednesday, January 7, 2026 12:38:28 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

Hello David, I forgot to send you more information about LRS additional charges (see forwarded email below). Which increases their cost considerably. Taxes don't need to be considered because it would be the same for all.

Thanks---jesse

From: Justin Walczak <JWalczak@LRSrecycles.com>
Sent: Monday, December 15, 2025 11:46 AM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: LRS - roll offs

Hi Jesse!

Things are going well, I can't believe Christmas is already right around the corner!

In addition to the base rate, there would be a few applicable charges: fuel (currently around 34%, though this can vary), state taxes applied only to MSW (17%), county taxes applied only to MSW (21.5%), and a one-time delivery fee of $75 per container.

Regarding annual increases, there are several factors that can impact those over time, including federal regulations, tipping and disposal fees, and inflation. At this point, I don't have visibility into what future increases may look like.

Oh my gosh, you are right about questioning the trash per ton. I must have been looking at recycling costs. For the trash we would be at $95 per ton. I apologize for the confusion.

If things look good on your end, I can get an agreement sent via Docusign.

Please let me know if you have any questions.

Justin Walczak

Sales Executive Outside
315 27th Avenue NE
Minneapolis, MN 55418



Cell: (612) 418-6958



From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Monday, December 15, 2025 11:22 AM
To: Justin Walczak <JWalczak@LRSrecycles.com>
Subject: RE: LRS - roll offs

Hello Justin, how are you? What are the current fees and other charges we may see on a bill, plus what will the annual increase be about.

Thanks---jesse

From: Justin Walczak <JWalczak@LRSrecycles.com>
Sent: Tuesday, December 2, 2025 4:15 PM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: RE: LRS - roll offs

Jesse,

Please see below for pricing for the 20-yard dumpsters. If these things look good, I can get an agreement sent to you via Docusign.

Scrap – $225 per haul and rebates go back to you.

Yard waste – $225 haul and $345 per dump.

MSW – $225 per haul and $52 per ton.

Tires - $225 per haul and $355 per ton with no rims.

I apologize for this delay.

Thank you,

Justin Walczak

Sales Executive Outside

315 27th Avenue NE
Minneapolis, MN 55418
Cell: (612) 418-6958

From: Justin Walczak
Sent: Tuesday, December 2, 2025 2:10 PM
To: 'Jesse Davies' <JDavies@columbiaheightsmn.gov>
Subject: RE: LRS - roll offs

Jesse,

I apologize for this delay. We had some people out in operations unexpectedly. I will have final numbers to you here today.

Thank you for your patience.

From: Jesse Davies <JDavies@columbiaheightsmn.gov>
Sent: Tuesday, December 2, 2025 9:24 AM
To: Justin Walczak <JWalczak@LRSrecycles.com>
Subject: RE: LRS - roll offs

Hello Justin, hope you had a nice thanksgiving. Did you send a quote yet, I haven't seen anything.

Thanks---jbd

Jesse Davies | Refuse & Recycling Department
City of Columbia Heights| Public Works Department
3989 Central Avenue NE | Columbia Heights, MN 55421
www.columbiaheightsmn.gov/refuse
Direct Cell: (763) 290-4346| Main: (763) 706-3700

From: Justin Walczak <JWalczak@LRSrecycles.com>
Sent: Friday, November 21, 2025 7:45 AM
To: Jesse Davies <JDavies@columbiaheightsmn.gov>
Subject: LRS - roll offs

Hi Jesse,

Happy Friday! I wanted to keep you in the loop on my quote. Operations have been in and out this week. I should have pricing to you by early next week for the roll offs. Just wanted to keep you in the loop.

Thanks!

Justin Walczak

Sales Executive Outside
315 27th Avenue NE
Minneapolis, MN 55418
Cell: (612) 418-6958

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Disclaimer: Information in this message or attachment may be government data and thereby subject to the Minnesota Government Data Practices Act; may be subject to attorney-client or work product privilege; may be confidential, privileged, proprietary, or otherwise protected. The unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.

SERVICE AGREEMENT

CUSTOMER:
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421

COMPANY:
Walters Recycling and Refuse
2830 101st Ave NE
Blaine MN 55449

Effective Date: 1-1-26

Service Locations and Pricing: See attached Schedule A

Customer Representative: Jesse Davies
jdavies@columbiaheightsmn.gov
763-290-4346

Terms and conditions of this Agreement shall include collection and disposal of solid waste and/or recycling generated by Customer ("Acceptable Waste") excluding hazardous, radioactive, volatile, highly flammable, explosive or toxic material. Company shall acquire title to the Acceptable Waste when such waste is loaded into Company's trucks.

Customer acknowledges that it has care, custody and control of equipment owned by Company and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Company. Customer agrees to defend, indemnify and hold harmless Company from and against any and all claims for any loss or damage to property, or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the equipment furnished under this Agreement, or resulting from Company's collection from Customer of any non-Acceptable Waste.

This Agreement is subject to delays and non-performance caused by strikers, riots, war, fires, acts of God, accidents, inclement weather, government orders and regulations, and other similar or different contingencies beyond the reasonable control of Company and shall not constitute a default by the Company.

Customer recognizes the difficulty of ensuring that the Customer's pavement or driving surface is adequate to bear the weight of Company's vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer's pavement, curbing or driving surfaces resulting from the weight of Company's vehicles providing service at the Customer's location.

The initial term ("Term") of this Agreement is thirty-six (36) months from the "Effective Date" above.

During the Term of this Agreement, Company guarantees the first-year price as shown on Schedule A and guarantees a maximum rate increase of __6__% in the second and third years.

Since dumping fees, tipping fees, disposal charges, fuel costs, and governmental taxes, fees or charges ("Outside Costs") constitute a significant portion of the cost of the services Company provides, Customer agrees that if disposal price increases and the CPI: Urban Consumer – Garbage and Trash Collection exceeds 6% the Company can increase the pricing proportionately to adjust for this increase in Outside Costs without affecting the validity of this Agreement.

The City of Columbia Heights can terminate this agreement with a 60-day written notice if Company violates the terms of this agreement, if such violation has occurred a second time (after Failure to Perform notice was sent for the first offense). The City will notify the Company in writing of the repeated conditions leading to the termination actions. The Company can appeal to the City in writing prior to the termination of agreement.

TERMS: Payment shall be due in full within thirty (30) days of date of statement or invoice. Customers agree to pay 18% per year, or the maximum allowed by law, whichever is less, on any past due payment. Customer agrees in the case of default in payment or performance of this Agreement that Customer shall pay all collection costs, attorney fees and legal expenses incurred by Company in enforcing payment or performance.

ACCEPTED: Customer

_____

By Date

ACCEPTED: Company

_____

By Date

SCHEDULE A

Public Works Yard:
637 38th Ave NE
Columbia Heights, MN 55421

- One 20 yard box for trash emptied weekly during the parks season and monthly in the winter
    - Haul = $150
    - Disposal = $110/ton
    - No fuel or other hidden fees, 17% Anoka county tax
- One 20 yard box for scrap metal on call usually 4 times/year
    - Haul = $185
    - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
    - No fuel or other hidden fees
- One 20 yard box for brush on call usually monthly
    - Haul = $150
    - Disposal = $50/ton
    - No fuel or other hidden fees

Recycle Center
3801 Madison St NE
Columbia Heights, MN 55421

- One 20 yard box for scrap metal on call usually monthly
    - Haul = $185
    - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
    - No fuel or other hidden fees

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Designation of Legal Newspaper for 2026.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Administration	**BY/DATE:** Sara Ion / January 7, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
_High Quality Public Spaces	_Resilient and Prosperous Economy
_Safe, Accessible and Built for Everyone	X Inclusive and Connected Community

BACKGROUND

Annually the City Council designates an official newspaper for the publishing of legal notices and other required publications. The City Charter Chapter 12, Section 10 and State Statute 331A address the requirements of a legal newspaper, some of the requirements include that the newspaper:

- Be published at least twice a month.
- Be registered with the Secretary of State's office.
- Be circulated in the political subdivision which it purports to serve.
- Have its known office of issue established in either the county in which it lies, or the political subdivision which the newspaper purports to serve.
- File a copy of each issue immediately with the State Historical Society.
- Submit to the secretary of state by December 31 a filing containing the newspaper's name, address of its known office of issue, telephone number, and a statement that it has complied with all of the requirements of this section and paid the fee.
- It shall annually designate a newspaper of general circulation in the city as the official paper in which shall be published such measures and matters as are by the constitution and laws of this state required to be so published, and such other matters as the council may deem it wise to have published in this matter, or in lieu thereof it may establish a municipal publication, which shall then be the official newspaper.

SUMMARY OF CURRENT STATUS

Council reviewed the options for the Legal Newspaper at the Janaury 5, 2026 City Council Work Session.

STAFF RECOMMENDATION

Staff recommend moving forward with designating Life (APG) as the official newspaper for 2026

RECOMMENDED MOTION(S):
MOTION: Move to designate Life as the City of Columbia Heights official legal newspaper for 2026.

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12, 2026

ITEM:	**License Agenda**
Presenting Item: Aaron Chirpich, City Manager	
DEPARTMENT: Community Development	**BY/DATE:** Sarah LaVoie January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
_Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
X Resilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

Attached is the business license agenda for the January 12, 2026, City Council meeting. This agenda consists of applications for: 2026 contractor licenses, 2026 tree licenses and 2026 business licenses including: alcohol, billiards, low potency cannabis, tobacco and massage.

At the top of the license agenda there is a phrase stating "*Signed Waiver Form accompanied application", noting that the data privacy form has been submitted as required. If not submitted, certain information cannot be released to the public.

STAFF RECOMMENDATION

Staff recommend that the licenses are approved as listed.

RECOMMENDED MOTION(S):

MOTION: Move to approve the items listed on the business license agenda for January 12, 2026, as presented.

ATTACHMENT(S)

01/12/2026 License Table

TO CITY COUNCIL JANUARY 12TH

*Signed Waiver Form accompanied application

2026 CONTRACTOR LICENSE/ TREE CONTRACTOR LICENSE		
*TRISTRUX	47 US HWY 46 CLIFTON NJ 07011	$80
*ASSOCIATED MECHANICAL	1257 MARSCHALL ROAD SHAKOPEE MN 55379	$80
*ARCTIC MECHANICAL	8236 ARTHUR ST NE UNIT 1 SPRING LAKE PARK MN 55432	$80
*ALLEGION	65 SCOTT SWAMP RD FARMINGTON CT 06032	$80
*HAYES	6840 SHINGLE CREEK PKWY STE 31 BROOKLYN CENTER MN 55430	$80
*RYAN COMPANIES US INC	533 S 3RD ST STE 100 MINNEAPOLIS MN 55415	$80
*HARRIS ST PAUL INC	909 MONTREAL CI ST PAUL MN 55102	$80
*PRESCRIPTION HEATING AND COOLING	1803 BUERKLE RD #103 WHITE BEAR LAKE MN 55110	$80
*TELCOM CONSTRUCTION LLC	2218 200TH ST E CLEARWATER MN 55320	$80
*HAMLIN INSTALLATIONS LLC	1552 97TH AVE HAMMOND WI 54015	$80
*SHADYWOOD TREE EXPERTS	402 11TH AVE S HOPKINS MN 55343	$80
*BRATT TREE COMPANY	5612 CORVALIS AVE N CRYSTAL MN 55429	$80

BUSINESS LICENSES 2026		
*VFW CLUB LIQUOR/SUNDAY	4259 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$500

*RAIL WERKS FULL LIQUOR/BREW PUB	4055 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$7300
*PHS TO GO/CENTRAL MIX FULL LIQUOR	4030 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$7200
*JASMINE THAI STRONG BEER WINE	3800 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$2900
*CAPATI BERMEO/MR FUEGO GRILL STRONG BEER WINE	4001 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$2100
*EL TACO LOCO 3.2 BEER	4220 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$650
*VELAZQUEZ LLC /DON GOYO STRONG BEER WINE	2301 37TH PL COLUMBIA HEIGHTS MN 55421	$2100
*BREAKTIME BILLIARDS/ JIMMYS FULL LIQUOR SUNDAY	4259 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$7200
*BREAKTIME BILLIARDS/ JIMMYS BILLIARDS/GAME OF SKILL	4259 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$380
*SMOKE AND VAPE LOW POTENCY CANNABIS	2301 37TH PL COLUMBIA HEIGHTS MN 55421	$150
*COLUMBIA SUPRETTE TOBACCO ACC.	4635 CENTRAL AVE NE COLUMBIA HEIGHTS MN 55421	$500
*COLUMBIA MARKET TOBACCO ACC	4901 UNIVERSITY COLUMBIA HEIGHTS MN 55421	$500
*HART LAKE MASSAGE	3813 HAYES ST NE COLUMBIA HEIGHTS MN 55421	$100
*JUAN ZHANG	5213 7TH ST NE COLUMBIA HEIGHTS MN 55421	$350

*LIVE WELL MASSAGE THERAPY	5075 JOHNSON ST NE COLUMBIA HEIGHTS MN 55421	$100
*YUN LUI	4065 LANCASTER LN N APT 1 PLYMOUTH MN 55411	$350

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT
MEETING DATE	JANUARY 12, 2026

ITEM:	**Rental Occupancy Licenses for Approval.**
Presenting Item: *Aaron Chirpich, City Manager*	
DEPARTMENT: Fire	**BY/DATE:** Assistant Fire Chief Brad Roddy / January 6, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

X Community that Grows with Purpose and Equity	_Engaged, Effective and Forward-Thinking
X High Quality Public Spaces	_Resilient and Prosperous Economy
X Safe, Accessible and Built for Everyone	X Inclusive and Connected Community

BACKGROUND:
Consideration of approval of the attached list of rental housing license applications.

SUMMARY OF CURRENT STATUS:
All property owners have passed yearly rental license inspections and submitted required rental license applications and fees.

STAFF RECOMMENDATION:
Approve the items listed for rental housing license applications for January 12, 2026, in that they have met the requirements of the Property Maintenance Code.

RECOMMENDED MOTION:

MOTION: Move to approve the items listed for rental housing license applications for January 12, 2026, in that they have met the requirements of the Property Maintenance Code.

ATTACHMENT:
Rental Occupancy Licenses for Approval – 1-12-26

COLUMBIA HEIGHTS
PROPERTY MAINTENANCE

825 41st Avenue NE • Columbia Heights, MN 55421 • Ph: (763) 706-8156 • Email: fireinspections@columbiaheightsmn.gov • heightsfire.com

Rental Occupancy Licenses for Approval January 12, 2026:

LICENSEE	LICENSE ADDRESS	LICENSE INFORMATION
Ahmed, Sohail 1274 Circle Terrace Blvd NE Columbia Heights, MN 55421	1272 Circle Terrace Blvd NE	25-0008698 Rental License [1 - 3 Units] Number of licensed units: 1 $300.00
Edlich, Richard Cel Monton LLC 1845 Stinson Pkwy NE#101 Minneapolis, MN 55418	4909 5th St NE	25-0009173 Rental License [1 - 3 Units] Number of licensed units: 1 $300.00
Head, Martha Northeast Seniors Housing/Nationwide Housing Corporation 8441 Wayzata Blvd#200 Golden Valley, MN 55426	3850 Stinson Blvd NE	25-0009265 Rental License [Over 3 Units] Number of licensed units: 85 $2,120.00
Hedlund, Laurel Johnson Street LLC 3915 Lookout Place NE#13 Columbia Heights, MN 55421	4650 Johnson St NE	25-0009190 Rental License [Over 3 Units] Number of licensed units: 17 $624.00
**New License* Malsam, Anne 4243 Madison Street NE Columbia Heights, MN 55421	4243 Madison St NE	25-0009338 Rental License [1 - 3 Units] Number of licensed units: 1 $300.00
Skurat, Kerby Quiet Cove Capital LLC 1143 South Shore Drive Plymouth, MN 55441	1225 43rd Ave NE	25-0009293 Rental License [1 - 3 Units] Number of licensed units: 1 $300.00

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	CONSENT AGENDA
MEETING DATE	JANUARY 12TH, 2026

ITEM:	**Review of Bills.**
Presenting Item: *Aaron Chirpich City Manager*	
DEPARTMENT: Finance Department	**BY/DATE:** January 12th, 2026

CORE CITY STRATEGIES: *(please indicate areas that apply by adding an "**X**" in front of the selected text below)*

X Community that Grows with Purpose and Equity
X High Quality Public Spaces
X Safe, Accessible and Built for Everyone
X Engaged, Effective and Forward-Thinking
X Resilient and Prosperous Economy
X Inclusive and Connected Community

BACKGROUND
The Finance Department prepares a list of all payments made for approval of the Council.

SUMMARY OF CURRENT STATUS

STAFF RECOMMENDATION
Approve payments since previous City Council Meeting.

RECOMMENDED MOTION(S):

MOTION: Move that in accordance with Minnesota Statute 412.271, subd. 8 the City Council has reviewed the enclosed list to claims paid by check and by electronic funds transfer in the amount of $2,646,775.78.

ATTACHMENT(S)
List of Claims.

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/18/2025	MAIN	205332	C43050	AARP	DEFENSIVE DRIVER COURSE 120925	43050	5040	85.00
12/18/2025	MAIN	205333*#	4298699	ADAM'S PEST CONTROL, INC	PEST CONTROL-CH 1125	43050	1940	95.40
12/18/2025	MAIN	205335	10024122025	AI TECHNOLOGIES, LLC.	BSWIFT 1225	43050	1320	828.99
12/18/2025	MAIN	205336	258705	ALEXANDRA HOUSE INC	2025 DOMESTIC ASSAULT SVCS	43050	2100	8,000.00
12/18/2025	MAIN	205337	275083	ALTEMP MECHANICAL, INC.	ICE MACHINE CLEANING 120825	44020	5129	375.00
12/18/2025	MAIN	205340	366289	ASPEN MILLS, INC.	SHIRTS, PATCHES, EMBROIDERY	42172	2100	102.90
			366290		SHIRT, EMBROIDERY, PATCHES	42172	2100	51.45
			366242		LIGHT, TIE CLIP	42172	2100	171.35
			366243		PORTABLE RADIO CASE	42172	2100	59.95
			366145		BOOTS	42172	2100	134.95
			367072		BOOTS, PANTS, POLO, EMBROIDERY	42172	2100	249.24
			367058		BOOTS, PANTS, POLO, EMBROIDERY	42172	2100	339.24
			366804		PULLOVER JACKET, HEMMING, PATCHES	42172	2100	266.69
				CHECK MAIN 205340 TOTAL FOR F				1,375.77
12/18/2025	MAIN	205341*#	12405187	ASSET MANAGEMENT SYSTEMS INC	MONITORING 0126-0326 CIRCLE TERRACE	44000	2100	116.97
			12405236		MONITORING 0126-0326 PSB	44020	2100	58.48
			12405236		MONITORING 0126-0326 PSB	44020	2200	58.49
			12405228		MONITORING 0126-0326 JPM	44020	5129	116.97
				CHECK MAIN 205341 TOTAL FOR F				350.91
12/18/2025	MAIN	205342	247732	ASSURED SECURITY INC	REPAIR NW GARAGE DOOR-CH	44020	1940	496.54
12/18/2025	MAIN	205344	304521	BARNA GUZY & STEFFEN LTD	CIVIL CHARGES 1125	43041	1610	4,209.00
			304523		PROSECUTION 1125	43042	1610	9,318.00
			304524		IN CUSTODY 1125	43042	1610	479.60
			304522		PERSONNEL MATTERS 1125	43045	1610	1,005.00
				CHECK MAIN 205344 TOTAL FOR F				15,011.60
12/18/2025	MAIN	205346	121125	BECKER/NANCY	MILEAGE 120625-121125	43310	1320	44.52
12/18/2025	MAIN	205347	674	BEN SAEFKE PHOTOGRAPHY	PD DEPT PHOTO, HEADSHOTS 111825	43050	2100	250.00
12/18/2025	MAIN	205348*#	1477647	BENEFIT EXTRAS, INC.	COBRA ADMIN 1125; RETIREE BILLING 1	43050	1320	123.75
12/18/2025	MAIN	205349	0379542	BOLTON & MENK, INC	37TH & STINSON - PED CROSSING ANALY	43050	3100	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/18/2025	MAIN	205350	1026	BPOZ COLUMBIA HEIGHTS, LLC	CITY HALL PARKING, ELECTRIC 1025	44100	1940	1,330.32
			1026		CITY HALL PARKING, ELECTRIC 1025	44100	1940	2,280.00
				CHECK MAIN 205350 TOTAL FOR F				3,610.32
12/18/2025	MAIN	205353	35577	BRP VETERINARY MINNESOTA	ANIMAL SERVICES - K-9 KANSAS 101725	42170	2100	79.03
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-	20120	0000	11.98
12/18/2025	MAIN	205355	00000892066	BUREAU OF CRIMINAL APPR	CJDN ACCESS FEE 070125-063026	43050	2100	2,520.00
			44034		DMT-G TRAINING T.BUCHANAN	43105	2100	75.00
				CHECK MAIN 205355 TOTAL FOR F				2,595.00
12/18/2025	MAIN	205357	4022292-00	CARLIN SALES CORP	FERTILIZER, MOISTURE CONTROL	42171	6102	472.98
12/18/2025	MAIN	205358*#	19483	CARLSON COMMUNITY SOLAR LLC	SOLAR POWER	43810	9200	129.24
12/18/2025	MAIN	205359*#	6403204114-3	CENTERPOINT ENERGY	6403204114-3	43830	1940	643.35
			8268239-4		8268239-4	43830	2100	549.87
			8268239-4		8268239-4	43830	2200	549.87
			5452216-4		5452216-4	43830	5200	105.56
			5467671-3		5467671-3	43830	5200	17.00
			10802324-3		10802324-3	43830	5200	61.82
				CHECK MAIN 205359 TOTAL FOR F				1,927.47
12/18/2025	MAIN	205362*#	4251797584	CINTAS INC	RUGS-CITY HALL 120325	44020	1940	91.00
			4252541055		RUGS-CITY HALL 121025	44020	1940	91.00
			4251206625		TOWELS, AIR FRESH 112625	44020	2100	41.31
			4251206625		TOWELS, AIR FRESH 112625	44020	2200	41.31
			4253133314		MOPS JPM 121625	44020	5129	46.72
			4252364938		MOPS JPM 120925	44020	5129	46.72
				CHECK MAIN 205362 TOTAL FOR F				358.06
12/18/2025	MAIN	205363	4250318525	CINTAS INC	RUGS-CH 111925	44020	1940	91.00
			4251036270		RUGS-CH 112525	44020	1940	91.00
				CHECK MAIN 205363 TOTAL FOR F				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/18/2025	MAIN	205365	753939	CITY WIDE WINDOW SERVICE INC	WINDOW CLEANING 1025-CH	44020	1940	110.00
			755053		WINDOW CLEANING 1125-CH	44020	1940	110.00
				CHECK MAIN 205365 TOTAL FOR F				220.00
12/18/2025	MAIN	205366	25-HALL-12	CLEAN BEVERAGE LINE	BEER LINE CLEAN 1225	44020	5129	66.00
12/18/2025	MAIN	205367#	2534417.01	COLLINS ELECTRICAL CONSTRUCTI	REPAIR LIGHT POLE-51ST AVE	44000	3160	198.00
			2534418.01		REPAIR LIGHT POLE-900 42ND AVE	44000	3160	270.75
			2534595.02		TRENCH PVC CONDUIT	44020	5200	3,455.00
				CHECK MAIN 205367 TOTAL FOR F				3,923.75
12/18/2025	MAIN	205368*#	19484	CORNILLIE 2 COMMUNITY SOLAR	SOLAR POWER			** VOIDED **
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-	20120	0000	1.18
12/18/2025	MAIN	205374	25-2401	DATAWORKS PLUS, LLC	MAINT 100125-093026	44030	2100	505.00
12/18/2025	MAIN	205375	5645803	DISCOUNT STEEL INC	PAINT MARKER	42171	3170	2.62
12/18/2025	MAIN	205377	0141477-IN	EARL F ANDERSEN INC	ADOPT A PARK SIGNS	42171	5200	111.30
12/18/2025	MAIN	205379*#	103654	EHLERS & ASSOCIATES INC	FRANCHISE FEE REVIEW AND TABLE PREP	43050	1110	162.50
12/18/2025	MAIN	205386	MNTC5154511	FASTENAL COMPANY	WASHERS	42171	3170	241.20
12/18/2025	MAIN	205389*#	2503932511	FIRST ADVANTAGE LNS SCREEN IN	ANNUAL ENROLLMENTS, DRUG TESTS 1125	43050	3121	40.07
			2503932511		ANNUAL ENROLLMENTS, DRUG TESTS 1125	43050	5200	36.71
				CHECK MAIN 205389 TOTAL FOR F				76.78
12/18/2025	MAIN	205397	303908	GUARDIAN FLEET SAFETY, LLC	INSTALL SQUAD CAR GUNLOCKS	43050	2100	1,907.81
12/18/2025	MAIN	205400	47977957	HENRY SCHEIN INC	ADRENALIN	42171	2200	184.58
			50235283		I-GEL O2 RESUS PACKS	42171	2200	350.80
				CHECK MAIN 205400 TOTAL FOR F				535.38
12/18/2025	MAIN	205403*#	5024243	HOME DEPOT #2802	DOOR PULLS, CHAIN, QUICK LINK, BOLT	42171	3121	69.60
			5020172		CHAIN, DOOR PULLS, LINKS, BOLTS, WA	42171	3121	34.28
			2010877		SHOP TOWELS, RATCHET STRAP	42171	5200	
				CHECK MAIN 205403 TOTAL FOR F				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/18/2025	MAIN	205406#	4454619	IMPERIAL DADE	HND TWLS, TP, CLNR, LNRS	42171	2100	106.12
			4454619		HND TWLS, TP, CLNR, LNRS	42171	2200	106.12
				CHECK MAIN 205406 TOTAL FOR F				212.24
12/18/2025	MAIN	205408*#	177810	INSTY-PRINTS OF ST. PAUL, INC	DOOR HANGERS	42030	3100	188.75
12/18/2025	MAIN	205418	111225	LACK/CANDACE	COOKIES, ROTISSERIE CHICKEN, COFFEE	42170	5040	6.97
			111225		COOKIES, ROTISSERIE CHICKEN, COFFEE	42175	5040	51.95
				CHECK MAIN 205418 TOTAL FOR F				58.92
12/18/2025	MAIN	205419	11777807	LANGUAGELINE SOLUTIONS	LANGUAGE LINE 1125	43250	2100	51.50
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-	20120	0000	6.36
12/18/2025	MAIN	205426	38175	MAIN STREET DESIGN	CITY FLAGS, MN FLAGS	42171	5200	485.00
12/18/2025	MAIN	205432	17188	MARTIN-MCALLISTER INC	PUBLIC SAFETY ASSESSMENT	43050	2100	650.00
12/18/2025	MAIN	205433*#	024018	MCCLELLAN SALES INC	STORAGE CABINETS	42171	3121	1,585.21
			024015		HI-VIS RAIN JACKETS	42173	3121	646.66
			024018		STORAGE CABINETS	42171	5200	1,585.21
			024015		HI-VIS RAIN JACKETS	42173	5200	646.56
				CHECK MAIN 205433 TOTAL FOR F				4,463.64
12/18/2025	MAIN	205435*#	40928	MENARDS CASHWAY LUMBER-FRIDLE	BOTTLED WATER	42171	2100	34.80
			41855		12V BATTERIES	42171	2100	9.48
			42050		PVC BUSHING, VALVE SLIP, PVC CEMENT	42171	3121	14.06
			41695		USB CHARGER, LOCK NUTS, SCREWS	42171	5129	11.03
			40275		SCREWS	42171	5200	1.74
			40283		DRIVEWAY MARKERS	42171	5200	66.15
			40836		VELVET BOWS, BULBS	42171	5200	71.68
			41137		REBAR TIE WIRE, BURLAP BOW	42171	5200	15.98
			41209		TARP	42171	5200	108.99
				CHECK MAIN 205435 TOTAL FOR F				333.91
12/18/2025	MAIN	205443*#	202288	MINNEAPOLIS SAW CO INC	HELMENT HEARING PROTECTION W/INTERC	42010	6102	999.98
			202289		ROPE, RIGGING SLING	42171	6102	
			202288		HELMENT HEARING PROTECTION W/INTERC	42171	6102	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
				CHECK MAIN 205443 TOTAL FOR F				1,142.18
12/18/2025	MAIN	205444	0000058594	MN DEPT OF LABOR & INDUSTRY	134537 BOILER	44390	1940	25.00
12/18/2025	MAIN	205447	1568	NICK'S TREE SERVICE INC	2025-2026 TREE REMOVAL	44000	6102	41,125.00
12/18/2025	MAIN	205448	120425	NORTHERN GREEN EXPO	2026 NORTHERN GREEN EXPO	43105	5200	680.00
			120425		2026 NORTHERN GREEN EXPO	43105	5200	680.00
				CHECK MAIN 205448 TOTAL FOR F				1,360.00
12/18/2025	MAIN	205449*#	2667	NORTHLAND REFRIGERATION INCOR	PLUMBING REPAIR-PSB JAIL	44020	2100	753.32
12/18/2025	MAIN	205450	120225	O'DONNELL/KELLY	YOGA, MEDITATION 090925-102825	43050	5001	489.60
12/18/2025	MAIN	205453	0001992309	ON SITE SANITATION INC	SATELLITE RENT-HUSET	44100	5200	146.00
			0001992307		SATELLITE RENT-KEYES	44100	5200	74.00
			0001992311		SATELLITE RENT-SULLIVAN	44100	5200	146.00
			0001992312		SATELLITE RENTAL -OSTRANDER	44100	5200	74.00
				CHECK MAIN 205453 TOTAL FOR F				440.00
12/18/2025	MAIN	205454*#	INV - 1362	ONSITE PARTNERS PROJECTCO, LL	SOLAR POWER	43810	2100	236.39
			INV - 1362		SOLAR POWER	43810	2200	236.39
				CHECK MAIN 205454 TOTAL FOR F				472.78
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	20815	0000	(5.69)
			992899971		112625 - 10013121	43210	1110	6.09
			992899971		112625 - 10013121	43210	1320	13.68
			992899971		112625 - 10013121	43210	1510	34.23
			992899971		112625 - 10013121	43210	1940	11.60
			992899971		112625 - 10013121	43210	2100	74.78
			992899971		112625 - 10013121	43210	2200	26.49
			992899971		112625 - 10013121	43210	3100	57.10
			992899971		112625 - 10013121	43210	3121	4.82
			992899971		112625 - 10013121	43210	5000	33.21
			992897855		103125 - 10014233	43210	5000	226.13
			992901100		113025 - 10014233	43210	5000	45.42
			992899971		112625 - 10013121	43210	5129	1.44
			992897855		103125 - 10014233	43210	5129	
			992897855		103125 - 10014233	43210	5129	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
			992901100		113025 - 10014233	43210	5129	54.72
			992901100		113025 - 10014233	43210	5129	(9.29)
			992899971		112625 - 10013121	43210	5200	1.33
			992900828		113025 -10010429	43210	9200	85.90
				CHECK MAIN 205460 TOTAL FOR F				888.09
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43250	3100	20.00
			IN200-2009351		DATA PLAN 1125	43250	3121	320.00
			IN200-2009351		DATA PLAN 1125	43211	3170	20.00
			IN200-2009351		DATA PLAN 1125	43250	5200	240.00
			IN200-2009351		DATA PLAN 1125	43211	6102	40.00
				CHECK MAIN 205462 TOTAL FOR F				640.00
12/18/2025	MAIN	205463*#	311180179	PREMIUM WATERS INC	113025 COOLER RENTALS	20815	0000	(0.60)
			311180180		113025 COOLER RENTAL	20815	0000	(0.30)
			311180181		113025 COOLER RENTAL	20815	0000	(0.30)
				CHECK MAIN 205463 TOTAL FOR F				(1.20)
12/18/2025	MAIN	205465	121325	RADTKE/SUSAN	REFUND DAMAGE DEPOSIT	20810	0000	60.12
			121325		REFUND DAMAGE DEPOSIT	34781	0000	739.88
				CHECK MAIN 205465 TOTAL FOR F				800.00
12/18/2025	MAIN	205468	15467	REHBEINS BLACK DIRT	COMPOST	42160	5200	865.10
			15521		COMPOST	42160	5200	1,425.90
			15491		COMPOST	42160	5200	914.90
			15480		COMPOST	42160	5200	867.80
				CHECK MAIN 205468 TOTAL FOR F				4,073.70
12/18/2025	MAIN	205470	D5350600	RELIABLE RACING SUPPLY	SPEED LIGHT DRILL BIT	42171	5200	284.82
12/18/2025	MAIN	205471#	0061089	ROHN INDUSTRIES INC	SHREDDING 111725	44000	1410	18.85
			0060211		SHREDDING 110325	44000	2100	22.85
			0062188		SHREDDING 120525	44000	2100	22.85
			0060211		SHREDDING 110325	44000	2200	22.85
			0062188		SHREDDING 120525	44000	2200	22.85
				CHECK MAIN 205471 TOTAL FOR F				[illegible]
12/18/2025	MAIN	205472	121725	SCHAFFER/PATRICIA ANNETTE	ACTIVE AGERS 110325-112425	43050	5040	[illegible]

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
12/18/2025	MAIN	205473*#	4607323052	SCHINDLER ELEVATOR CORP INC	PREVENT MAINT 1125 JPM	44020	5129	83.34
12/18/2025	MAIN	205482	I1797806	STREICHER'S GUN'S INC/DON	COMMENDATION BARS	42171	2100	391.00
			I1794489		UNIFORM	42172	2100	1,776.79
			I1797711		MAGAZINE CASES	42172	2100	92.98
				CHECK MAIN 205482 TOTAL FOR F				2,260.77
12/18/2025	MAIN	205484	004053	THE CENTRAL MIX	MEAL EDA & WORK SESSION MTG 120125	42175	1110	243.30
12/18/2025	MAIN	205487*#	31444	TIMESAVER OFF SITE SECRETR IN	COUNCIL MINUTES 112425	43050	1410	263.75
			31522		COUNCIL MINUTES 120825	43050	1410	282.25
				CHECK MAIN 205487 TOTAL FOR F				546.00
12/18/2025	MAIN	205490	256630833-001	UNITED RENTALS	LIGHT TOWER RENTAL	44100	5200	125.00
12/18/2025	MAIN	205491*#	DC13	UPPER MISSISSIPPI IRRIGATION	LAWN SPRINKLERS WINTERIZATION-PSB	44020	2100	67.50
			DC13		LAWN SPRINKLERS WINTERIZATION-PSB	44020	2200	67.50
				CHECK MAIN 205491 TOTAL FOR F				135.00
12/18/2025	MAIN	205500	9704382804	WW GRAINGER,INC	PET BAG DISPENSOR, PET WASTE BAGS,	42171	5200	864.90
			9717151006		NITRILE GLOVES, CABLE TIES, EAR PLU	42171	5200	485.61
				CHECK MAIN 205500 TOTAL FOR F				1,350.51
12/18/2025	MAIN	205501*#	1235530809	XCEL ENERGY (N S P)	51-4436024-5	20810	0000	(36.04)
			1235622516		51-0014068181-7	20810	0000	(5.90)
			1236683004		51-4217828-3	43810	2200	10.05
			1236683004		51-4217828-3	43810	2200	(0.12)
			1236683004		51-4217828-3	43810	2200	10.05
			1236683004		51-4217828-3	43810	2200	(0.12)
			1236683004		51-4217828-3	43810	2200	11.87
			1236683004		51-4217828-3	43810	2200	(0.26)
			1236683004		51-4217828-3	43810	2200	19.40
			1235608742		51-0013099828-3	43810	2200	224.63
			1235608742		51-0013099828-3	43810	2200	(12.33)
			1235636515		51-0014819919-2	43810	3160	138.72
			1235636515		51-0014819919-2	43810	3160	[illegible]
			1235560054		51-7867950-2	43810	3160	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
			1235560054		51-7867950-2	43810	3160	(0.72)
			1235564240		51-7867659-8	43810	3160	233.46
			1235564240		51-7867659-8	43810	3160	(14.98)
			1235517666		51-4350334-8	43810	5129	1,889.51
			1235517666		51-4350334-8	43810	5129	(1,390.47)
			1235517666		51-4350334-8	43810	5129	(150.97)
			1235513986		51-4697130-6	43810	5129	218.55
			1235513986		51-4697130-6	43810	5129	(9.12)
			1235581720		51-0011039127-7	43810	5200	41.79
			1235581720		51-0011039127-7	43810	5200	(0.58)
			1237141909		51-5950185-0	43810	5200	138.99
			1237141909		51-5950185-0	43810	5200	(9.33)
			1237141909		51-5950185-0	43810	5200	30.05
			1237141909		51-5950185-0	43810	5200	(2.78)
			1235585500		51-0012266105-3	43810	5200	119.56
			1235585500		51-0012266105-3	43810	5200	(7.94)
			1235580201		51-9597586-9	43810	5200	18.21
			1235580201		51-9597586-9	43810	5200	(0.59)
			1235571851		51-0010057576-7	43810	5200	192.42
			1235571851		51-0010057576-7	43810	5200	(10.71)
			1235565104		51-8042065-3	43810	5200	38.36
			1235565104		51-8042065-3	43810	5200	(0.65)
				CHECK MAIN 205501 TOTAL FOR F				1,705.44
12/18/2025	MAIN	205503*#	19484	CORNILLIE 2 COMMUNITY SOLAR	SOLAR POWER	43810	5129	836.37
12/18/2025	MAIN	2617(A)*#	0110617500	BELLBOY BAR SUPPLY	121025 INV	20810	0000	(3.71)
12/18/2025	MAIN	2623(A)#	MN-824374	FIRST CHOICE COFFEE SERVICE	EQUIPMENT RENTAL 1125	42175	1940	315.00
			MN-902012		EQUIPMENT RENTAL 1225	42175	1940	315.00
			MN-919606		COFFEE SUPPLIES 120525	42175	2100	50.44
			MN-925206		COFFEE SUPPLIES 121725	42175	2100	189.95
			MN-919606		COFFEE SUPPLIES 120525	42175	2200	50.44
			MN-925206		COFFEE SUPPLIES 121725	42175	2200	189.95
				CHECK MAIN 2623(A) TOTAL FOR				1,110.78
12/20/2025	MAIN	2632(E)	1-278-133-216	MINNESOTA DEPARTMENT OF REVEN	NOVEMBER SALES/USE TAX	20810	0000	270.00
			1-278-133-216		NOVEMBER SALES/USE TAX	20815	0000	20.00
				CHECK MAIN 2632(E) TOTAL FOR				290.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL								
					Total for fund 101 GENERAL			112,833.05

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 201 PLANNING & INSPECTIONS								
12/18/2025	MAIN	205334	2025-01944	ADVANCED HEATING AND AIR	80% REFUND 4348 MONROE PERMIT #202	32192	0000	60.00
12/18/2025	MAIN	205378*#	1075792	ECM PUBLISHERS INC	PHN DEC 8 PH CURRENCY EXCHANGE 1128	43500	2400	82.60
			1076579		PHN ORD #1720 120525	43500	2400	106.20
				CHECK MAIN 205378 TOTAL FOR F				188.80
12/18/2025	MAIN	205401	2025-02006	HERO HOME SERVICES, INC	80% REFUND 530 LOMIANKI PERMIT 2025	32192	0000	52.00
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	2400	15.45
12/18/2025	MAIN	205478	120925	SMITH/RYAN	CELLPHONE REIMB CORRECTION 012725-0	43211	2400	41.10
					Total for fund 201 PLANNING & INSPECTIONS			357.35

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 204 EDA ADMINISTRATION								
12/18/2025	MAIN	205379*#	103653	EHLERS & ASSOCIATES INC	TIF LEGISLATION REVIEW, PREPARE BON	43050	6314	406.25
			104351		TIF SPECIAL LEGISLATION	43050	6314	243.75
				CHECK MAIN 205379 TOTAL FOR F				650.00
12/18/2025	MAIN	205417*#	3655633	KUTAK ROCK LLP	GENERAL EDA LEGALSERVICES 1025	43045	6314	720.00
			3628649		NOAH DOCUMENT REVIEW AND ASSISTANCE	43045	6314	1,104.00
			3671123		GENERAL EDA ATTORNEYS FEES	43045	6314	936.00
				CHECK MAIN 205417 TOTAL FOR F				2,760.00
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	6314	26.79
			992899971		112625 - 10013121	43210	6314	15.76
				CHECK MAIN 205460 TOTAL FOR F				42.55
12/18/2025	MAIN	205487*#	31523	TIMESAVER OFF SITE SECRETR IN	EDA MINUTES 120125	43050	6314	228.00
12/18/2025	MAIN	205496	121525	VOIGHT/EMILIE	APA AICP CREDENTIAL ASSESSMENT FEE	43105	6314	305.00
					Total for fund 204 EDA ADMINISTRATION			3,985.55

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 212 STATE AID MAINTENANCE								
12/18/2025	MAIN	205409	S103370650.001	J H LARSON ELECTRIC COMPANY	TRAFFIC SIGNAL BULBS	42171	3190	448.39
12/18/2025	MAIN	205501*#	1235595210	XCEL ENERGY (N S P)	51-0011980129-4	43810	3190	222.64
			1235595210		51-0011980129-4	43810	3190	(61.96)
			1235572005		51-9893848-4	43810	3190	57.30
			1235572005		51-9893848-4	43810	3190	(14.12)
				CHECK MAIN 205501 TOTAL FOR F				203.86
					Total for fund 212 STATE AID MAINTENANCE			652.25

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 228 DOWNTOWN PARKING								
12/18/2025	MAIN	205501*#	1235603622	XCEL ENERGY (N S P)	51-0013059132-8	43810	6317	904.80
			1235603622		51-0013059132-8	43810	6317	(65.15)
				CHECK MAIN 205501 TOTAL FOR F				839.65
					Total for fund 228 DOWNTOWN PARKING			839.65

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 240 LIBRARY								
12/18/2025	MAIN	205359*#	10570341-7	CENTERPOINT ENERGY	10570341-7	43830	5500	1,591.25
12/18/2025	MAIN	205454*#	INV - 1362	ONSITE PARTNERS PROJECTCO, LL	SOLAR POWER	43810	5500	1,161.95
12/18/2025	MAIN	205501*#	1235589403	XCEL ENERGY (N S P)	51-0011136455-0	43810	5500	1,755.81
			1235589403		51-0011136455-0	43810	5500	(104.73)
				CHECK MAIN 205501 TOTAL FOR F				1,651.08
					Total for fund 240 LIBRARY			4,404.28

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 393 TIF BB6 ALATUS 4300 CENTRAL								
12/18/2025	MAIN	205417*#	3655640	KUTAK ROCK LLP	ALATUS TIF SPECIAL LEGISLATION 0922	43050	7000	2,312.00
			3671124		SPECIAL LEGISLATION ALATUS TIF	43050	7000	1,017.50
				CHECK MAIN 205417 TOTAL FOR F				3,329.50
					Total for fund 393 TIF BB6 ALATUS 4300 CENTRAL			3,329.50

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 411 CAPITAL IMP-GEN GOVT. BLDG								
12/18/2025	MAIN	205422	121931	LOCKRIDGE GRINDAL NAUEN P.L.L	LOBBYIST SERVICES 1225	43050	9999	3,333.33
					Total for fund 411 CAPITAL IMP-GEN GOVT. BLDG			3,333.33

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 415 CAPITAL IMPRVMT - PIR PROJ								
12/18/2025	MAIN	205388	0555507-1	FERGUSON WATERWORKS INC	METER BOX COVERS	45185	6400	4,295.76
					Total for fund 415 CAPITAL IMPRVMT - PIR PROJ			4,295.76

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 432 CAP EQUIP REPLACE-SEWER								
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	1.19
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	12.04
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	2.59
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	0.44
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	1.18
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	1.01
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	0.57
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	2.81
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	0.38
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	2.08
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	5.51
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	1.64
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	6.39
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	1.40
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	8.15
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	3.46
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 432 CAP EQUIP REPLACE-SEWER								
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-20120		0000	0.96
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-20120		0000	1.13
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-20120		0000	1.46
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-20120		0000	0.96
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-20120		0000	7.27
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-20120		0000	2.83
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120		0000	6.42
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120		0000	2.17
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120		0000	0.52
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120		0000	0.53
					Total for fund 432 CAP EQUIP REPLACE-SEWER			75.09

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 433 CAP EQUIP REPLACE-WATER								
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	1.18
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	12.03
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	2.58
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	0.43
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	1.18
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	1.01
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	0.57
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	2.80
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	0.37
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	2.08
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	5.51
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	1.63
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	6.38
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	1.39
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	8.16
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	3.46
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 433 CAP EQUIP REPLACE-WATER								
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-20120		0000	0.95
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-20120		0000	1.13
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-20120		0000	1.46
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-20120		0000	0.95
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-20120		0000	7.26
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-20120		0000	2.82
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120		0000	6.42
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120		0000	2.16
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120		0000	0.51
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120		0000	0.52
					Total for fund 433 CAP EQUIP REPLACE-WATER			74.94

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
12/18/2025	MAIN	205328	12/15/2025	3725 VAN BUREN LLC	UB refund for account: 209-0575-00-20120		0000	96.30
12/18/2025	MAIN	205330	12/15/2025	954 RUBIA LLC	UB refund for account: 110-0495-00-20120		0000	793.96
12/18/2025	MAIN	205343*	287307857001120320	AT&T MOBILITY II, LLC	112525 287307857001	43211	9600	11.43
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	0.96
			12/15/2025		UB refund for account: 207-0650-00-20120		0000	17.42
			12/15/2025		UB refund for account: 207-0650-00-20120		0000	15.47
				CHECK MAIN 205351 TOTAL FOR F				33.85
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	156.68
			12/15/2025		UB refund for account: 311-0225-00-20120		0000	9.77
			12/15/2025		UB refund for account: 311-0225-00-20120		0000	4.89
				CHECK MAIN 205354 TOTAL FOR F				171.34
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	2.09
			12/15/2025		UB refund for account: 305-0160-00-20120		0000	0.96
			12/15/2025		UB refund for account: 305-0160-00-20120		0000	33.67
				CHECK MAIN 205356 TOTAL FOR F				36.72
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	12.80
			12/15/2025		UB refund for account: 309-0100-00-20120		0000	5.65
			12/15/2025		UB refund for account: 309-0100-00-20120		0000	0.35
			12/15/2025		UB refund for account: 309-0100-00-20120		0000	4.16
				CHECK MAIN 205360 TOTAL FOR F				22.96
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	30.79
			12/15/2025		UB refund for account: 307-0165-00-20120		0000	0.96
			12/15/2025		UB refund for account: 307-0165-00-20120		0000	17.66
				CHECK MAIN 205373 TOTAL FOR F				49.41
12/18/2025	MAIN	205380	12/15/2025	ELL ERHART	UB refund for account: 308-0170-00-20120		0000	193.74
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	0.82
			12/15/2025		UB refund for account: 316-0045-00-20120		0000	
			12/15/2025		UB refund for account: 316-0045-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
				CHECK MAIN 205383 TOTAL FOR F				25.46
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	0.53
			12/15/2025		UB refund for account: 110-0605-00-20120		0000	0.46
			12/15/2025		UB refund for account: 110-0605-00-20120		0000	7.42
				CHECK MAIN 205384 TOTAL FOR F				8.41
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	2.28
			12/15/2025		UB refund for account: 304-0160-00-20120		0000	36.65
			12/15/2025		UB refund for account: 304-0160-00-20120		0000	62.08
				CHECK MAIN 205385 TOTAL FOR F				101.01
12/18/2025	MAIN	205387	9-706-12306	FEDERAL EXPRESS	LATE FEE	44300	9600	7.60
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	0.30
			12/15/2025		UB refund for account: 212-0705-00-20120		0000	7.57
			12/15/2025		UB refund for account: 212-0705-00-20120		0000	3.79
				CHECK MAIN 205391 TOTAL FOR F				11.66
12/18/2025	MAIN	205393*	5110310	GOPHER STATE ONE CALL INC	CALL OUT TICKETS	43050	9600	45.45
12/18/2025	MAIN	205398	193334	HASSAN SAND & GRAVEL	FILL SAND	42160	9600	1,476.38
12/18/2025	MAIN	205403*#	6615706	HOME DEPOT #2802	STARTER KIT, HEX IMPACT DRIVER	42010	9600	199.00
			7011703		IMPACT WRENCH, BATTERY, UTILITY KNI	42171	9600	464.58
			13968		LED SEARCH LIGHTS	42171	9600	297.00
				CHECK MAIN 205403 TOTAL FOR F				960.58
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	1.68
			12/15/2025		UB refund for account: 207-0010-00-20120		0000	11.03
			12/15/2025		UB refund for account: 207-0010-00-20120		0000	27.12
				CHECK MAIN 205405 TOTAL FOR F				39.83
12/18/2025	MAIN	205410	12/15/2025	JANELLE NORLIEN	UB refund for account: 212-0160-00-20120		0000	288.78
12/18/2025	MAIN	205412	12/15/2025	JESSICA FRASER	UB refund for account: 313-0515-00-20120		0000	166.04
12/18/2025	MAIN	205413	12/15/2025	JSW PROPERTIES	UB refund for account: 112-0600-00-20120		0000	
12/18/2025	MAIN	205416	12/15/2025	KLEYMER IVAN SARMIENTO	UB refund for account: 210-0135-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	71.81
			12/15/2025		UB refund for account: 112-0690-00-20120		0000	4.68
			12/15/2025		UB refund for account: 112-0690-00-20120		0000	4.50
				CHECK MAIN 205420 TOTAL FOR F				80.99
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	1.33
			12/15/2025		UB refund for account: 310-0560-00-20120		0000	21.33
			12/15/2025		UB refund for account: 310-0560-00-20120		0000	0.15
				CHECK MAIN 205423 TOTAL FOR F				22.81
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	0.05
			12/15/2025		UB refund for account: 208-0450-00-20120		0000	5.17
			12/15/2025		UB refund for account: 208-0450-00-20120		0000	83.16
				CHECK MAIN 205424 TOTAL FOR F				88.38
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	1.13
			12/15/2025		UB refund for account: 109-0300-00-20120		0000	19.00
			12/15/2025		UB refund for account: 109-0300-00-20120		0000	18.18
				CHECK MAIN 205427 TOTAL FOR F				38.31
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	6.63
			12/15/2025		UB refund for account: 304-0315-00-20120		0000	5.22
			12/15/2025		UB refund for account: 304-0315-00-20120		0000	82.65
				CHECK MAIN 205429 TOTAL FOR F				94.50
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	2.81
			12/15/2025		UB refund for account: 313-0330-00-20120		0000	68.42
			12/15/2025		UB refund for account: 313-0330-00-20120		0000	45.09
				CHECK MAIN 205430 TOTAL FOR F				116.32
12/18/2025	MAIN	205431	12/15/2025	MARLOWE & CYNTHIA FRANCIS	UB refund for account: 308-0085-00-20120		0000	51.82
12/18/2025	MAIN	205433*#	024166	MCCLELLAN SALES INC	PAINT MARKING BLACK	42171	9600	75.00
			024015		HI-VIS RAIN JACKETS	42173	9600	
				CHECK MAIN 205433 TOTAL FOR F				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
12/18/2025	MAIN	205435*#	41233	MENARDS CASHWAY LUMBER-FRIDLE	HOSE CLAMPS	42160	9600	5.98
			41207		SCREWS	42171	9600	19.27
			40832		BATTERIES, PLASTIC TOTE	42171	9600	38.07
			40968		STEP STOOL, SPRING SNAP	42171	9600	62.29
			41665		DUCK TAPE, VINEGAR	42171	9600	25.97
			36008		REFUND ON INVOICE 35721- TOOLS	42171	9600	(176.03)
				CHECK MAIN 205435 TOTAL FOR F				(24.45)
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **
			12/15/2025		UB refund for account: 109-0050-00-			** VOIDED **
			12/15/2025		UB refund for account: 109-0050-00-			** VOIDED **
12/18/2025	MAIN	205437	12/15/2025	MIDWAY EXCHANGE TRS 1, LLC	UB refund for account: 202-0665-00-20120		0000	118.91
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-20120		0000	19.33
			12/15/2025		UB refund for account: 206-0525-00-20120		0000	12.46
			12/15/2025		UB refund for account: 206-0525-00-20120		0000	10.56
			12/15/2025		UB refund for account: 206-0525-00-20120		0000	0.77
			12/15/2025		UB refund for account: 206-0525-00-20120		0000	3.64
				CHECK MAIN 205440 TOTAL FOR F				46.76
12/18/2025	MAIN	205442	120425	MINNEAPOLIS FINANCE DEPT.	WATER PURCHASE 1125	42990	9400	132,223.20
			120425		WATER PURCHASE 1125	42990	9400	278.63
				CHECK MAIN 205442 TOTAL FOR F				132,501.83
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-20120		0000	0.92
			12/15/2025		UB refund for account: 310-0145-00-20120		0000	14.69
			12/15/2025		UB refund for account: 310-0145-00-20120		0000	41.51
			12/15/2025		UB refund for account: 310-0145-00-20120		0000	110.69
				CHECK MAIN 205446 TOTAL FOR F				167.81
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-20120		0000	1.18
			12/15/2025		UB refund for account: 110-0405-00-20120		0000	19.06
			12/15/2025		UB refund for account: 110-0405-00-20120		0000	13.53
				CHECK MAIN 205455 TOTAL FOR F				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
12/18/2025	MAIN	205456	12/15/2025	PAMELA LEE	UB refund for account: 207-0525-00-20120		0000	59.02
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-20120		0000	0.78
			12/15/2025		UB refund for account: 109-0445-00-20120		0000	12.46
			12/15/2025		UB refund for account: 109-0445-00-20120		0000	11.90
				CHECK MAIN 205459 TOTAL FOR F				25.14
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	9600	3.79
			992901515		120425 10013125	43210	9600	33.28
				CHECK MAIN 205460 TOTAL FOR F				37.07
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43250	9600	80.00
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-20120		0000	94.73
			12/15/2025		UB refund for account: 314-0065-00-20120		0000	69.21
			12/15/2025		UB refund for account: 314-0065-00-20120		0000	5.91
				CHECK MAIN 205474 TOTAL FOR F				169.85
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-20120		0000	8.25
			12/15/2025		UB refund for account: 102-0355-00-20120		0000	36.87
			12/15/2025		UB refund for account: 102-0355-00-20120		0000	2.29
				CHECK MAIN 205476 TOTAL FOR F				47.41
12/18/2025	MAIN	205479*	J0318950X	SPOK INC	120125 0318950-3	43250	9600	25.78
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120		0000	83.58
			12/15/2025		UB refund for account: 213-0125-00-20120		0000	5.18
			12/15/2025		UB refund for account: 213-0125-00-20120		0000	51.38
				CHECK MAIN 205481 TOTAL FOR F				140.14
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120		0000	56.47
			12/15/2025		UB refund for account: 103-0720-00-20120		0000	1.75
			12/15/2025		UB refund for account: 103-0720-00-20120		0000	132.77
				CHECK MAIN 205485 TOTAL FOR F				190.99

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 601 WATER UTILITY								
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120		0000	12.66
			12/15/2025		UB refund for account: 204-0430-00-20120		0000	0.41
			12/15/2025		UB refund for account: 204-0430-00-20120		0000	6.68
				CHECK MAIN 205486 TOTAL FOR F				19.75
12/18/2025	MAIN	205492	35235	VALLEY RICH CO INC	ADD GATE VALVE	44000	9600	3,500.00
12/18/2025	MAIN	205498	150400	WATER CONSERVATION SRVCS INC	LEAK LOCATE 44TH & MCCLOUD	43050	9600	573.10
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120		0000	0.42
			12/15/2025		UB refund for account: 109-0050-00-20120		0000	2.99
			12/15/2025		UB refund for account: 109-0050-00-20120		0000	6.82
				CHECK MAIN 205504 TOTAL FOR F				10.23
12/20/2025	MAIN	2633(E)	0-109-290-464	MINNESOTA DEPARTMENT OF REVEN	NOVEMBER UB SALES TAX 2025	20810	0000	24,900.00
					Total for fund 601 WATER UTILITY			168,354.44

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 602 SEWER UTILITY								
12/18/2025	MAIN	205343*	287307857001120320 2	AT&T MOBILITY II, LLC	112525 287307857001	43211	9600	11.43
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	12.83
			12/15/2025		UB refund for account: 207-0650-00-20120		0000	10.48
				CHECK MAIN 205351 TOTAL FOR F				23.31
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	2.91
			12/15/2025		UB refund for account: 311-0225-00-20120		0000	130.04
				CHECK MAIN 205354 TOTAL FOR F				132.95
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	27.95
			12/15/2025		UB refund for account: 305-0160-00-20120		0000	0.59
				CHECK MAIN 205356 TOTAL FOR F				28.54
12/18/2025	MAIN	205358*#	19483	CARLSON COMMUNITY SOLAR LLC	SOLAR POWER	43810	9600	77.73
12/18/2025	MAIN	205359*#	9644621-6	CENTERPOINT ENERGY	9644621-6	43830	9600	19.13
			11299887-7		11299887-7	43830	9600	26.61
			9644621-6		9644621-6	43830	9600	19.13
				CHECK MAIN 205359 TOTAL FOR F				64.87
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	4.69
			12/15/2025		UB refund for account: 309-0100-00-20120		0000	2.50
				CHECK MAIN 205360 TOTAL FOR F				7.19
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	10.62
			12/15/2025		UB refund for account: 307-0165-00-20120		0000	25.55
				CHECK MAIN 205373 TOTAL FOR F				36.17
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	10.91
			12/15/2025		UB refund for account: 316-0045-00-20120		0000	6.91
				CHECK MAIN 205383 TOTAL FOR F				17.82
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 602 SEWER UTILITY								
			12/15/2025		UB refund for account: 110-0605-00-20120		0000	6.16
				CHECK MAIN 205384 TOTAL FOR F				6.48
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	37.37
			12/15/2025		UB refund for account: 304-0160-00-20120		0000	30.41
				CHECK MAIN 205385 TOTAL FOR F				67.78
12/18/2025	MAIN	205389*#	2503932511	FIRST ADVANTAGE LNS SCREEN IN	ANNUAL ENROLLMENTS, DRUG TESTS 1125	43050	9600	36.71
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	2.98
			12/15/2025		UB refund for account: 212-0705-00-20120		0000	4.55
				CHECK MAIN 205391 TOTAL FOR F				7.53
12/18/2025	MAIN	205393*	5110310	GOPHER STATE ONE CALL INC	CALL OUT TICKETS	43050	9600	45.45
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	22.50
			12/15/2025		UB refund for account: 207-0010-00-20120		0000	6.64
				CHECK MAIN 205405 TOTAL FOR F				29.14
12/18/2025	MAIN	205408*#	177810	INSTY-PRINTS OF ST. PAUL, INC	DOOR HANGERS	42030	9600	188.75
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	2.85
			12/15/2025		UB refund for account: 112-0690-00-20120		0000	59.59
				CHECK MAIN 205420 TOTAL FOR F				62.44
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	17.69
			12/15/2025		UB refund for account: 310-0560-00-20120		0000	0.09
				CHECK MAIN 205423 TOTAL FOR F				17.78
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	68.99
			12/15/2025		UB refund for account: 208-0450-00-20120		0000	0.05
				CHECK MAIN 205424 TOTAL FOR F				69.04
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 602 SEWER UTILITY								
			12/15/2025		UB refund for account: 109-0300-00-20120		0000	11.43
				CHECK MAIN 205427 TOTAL FOR F				26.51
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	64.92
			12/15/2025		UB refund for account: 304-0315-00-20120		0000	3.15
				CHECK MAIN 205429 TOTAL FOR F				68.07
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	41.18
			12/15/2025		UB refund for account: 313-0330-00-20120		0000	37.42
				CHECK MAIN 205430 TOTAL FOR F				78.60
12/18/2025	MAIN	205433*#	024018	MCCLELLAN SALES INC	STORAGE CABINETS	42171	9600	1,585.21
			024015		HI-VIS RAIN JACKETS	42173	9600	323.33
				CHECK MAIN 205433 TOTAL FOR F				1,908.54
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **
			12/15/2025		UB refund for account: 109-0050-00-			** VOIDED **
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-20120		0000	2.19
			12/15/2025		UB refund for account: 206-0525-00-20120		0000	10.34
				CHECK MAIN 205440 TOTAL FOR F				12.53
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-20120		0000	60.85
			12/15/2025		UB refund for account: 310-0145-00-20120		0000	12.19
				CHECK MAIN 205446 TOTAL FOR F				73.04
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-20120		0000	15.82
			12/15/2025		UB refund for account: 110-0405-00-20120		0000	8.14
				CHECK MAIN 205455 TOTAL FOR F				23.96
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-20120		0000	7.16
			12/15/2025		UB refund for account: 109-0445-00-20120		0000	10.34
				CHECK MAIN 205459 TOTAL FOR F				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 602 SEWER UTILITY								
12/18/2025	MAIN	205460*#	992901515	POPP.COM INC	120425 10013125	43210	9600	33.28
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43250	9600	80.00
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-20120	0000		41.65
			12/15/2025		UB refund for account: 314-0065-00-20120	0000		78.60
				CHECK MAIN 205474 TOTAL FOR F				120.25
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-20120	0000		30.60
			12/15/2025		UB refund for account: 102-0355-00-20120	0000		4.95
				CHECK MAIN 205476 TOTAL FOR F				35.55
12/18/2025	MAIN	205479*	J0318950X	SPOK INC	120125 0318950-3	43250	9600	25.78
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120	0000		30.90
			12/15/2025		UB refund for account: 213-0125-00-20120	0000		69.36
				CHECK MAIN 205481 TOTAL FOR F				100.26
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120	0000		79.89
			12/15/2025		UB refund for account: 103-0720-00-20120	0000		46.86
				CHECK MAIN 205485 TOTAL FOR F				126.75
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120	0000		5.54
			12/15/2025		UB refund for account: 204-0430-00-20120	0000		7.62
				CHECK MAIN 205486 TOTAL FOR F				13.16
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120	0000		5.65
			12/15/2025		UB refund for account: 109-0050-00-20120	0000		1.80
				CHECK MAIN 205504 TOTAL FOR F				7.45
12/18/2025	MAIN	2626(A)	0001197791	METROPOLITAN COUNCIL WASTEWAT	JANUARY 2026 WASTEWATER	42900	9480	136,410.38
					Total for fund 602 SEWER UTILITY			140,092.72

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 603 REFUSE FUND								
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	17.33
			12/15/2025		UB refund for account: 207-0650-00-20120		0000	12.82
				CHECK MAIN 205351 TOTAL FOR F				30.15
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	129.69
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	27.87
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	4.67
			12/15/2025		UB refund for account: 309-0100-00-20120		0000	6.33
				CHECK MAIN 205360 TOTAL FOR F				11.00
12/18/2025	MAIN	205364	AR-0000014899	CITY OF COON RAPIDS	PLASTIC BAGS & STYROFOAM RECYCLE 1	42920	9530	100.00
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	25.49
12/18/2025	MAIN	205382	1240	EMERGE ENTERPRISES	PLASTIC RECYCLING 1125	42920	9530	471.00
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	14.72
			12/15/2025		UB refund for account: 316-0045-00-20120		0000	10.88
				CHECK MAIN 205383 TOTAL FOR F				25.60
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	8.30
			12/15/2025		UB refund for account: 110-0605-00-20120		0000	6.14
				CHECK MAIN 205384 TOTAL FOR F				14.44
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	30.32
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	10.55
			12/15/2025		UB refund for account: 212-0705-00-20120		0000	4.04
				CHECK MAIN 205391 TOTAL FOR F				14.59
12/18/2025	MAIN	205399	12/15/2025	HATIM BILAL	UB refund for account: 213-0640-00-20120		0000	528.50
12/18/2025	MAIN	205404	12/15/2025	HOMEPRIDE INC	UB refund for account: 202-0570-00-20120		0000	37.39
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	30.37

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 603 REFUSE FUND								
			12/15/2025		UB refund for account: 207-0010-00-20120		0000	22.44
				CHECK MAIN 205405 TOTAL FOR F				52.81
12/18/2025	MAIN	205411	12/15/2025	JEFFREY J SMITH	UB refund for account: 214-0635-00-20120		0000	435.21
12/18/2025	MAIN	205415	111725	KIWANIS COLUMBIA HTS-FRIDLEY	PROCEEDS SHARE-LOE'S OIL, RE-ALLIAN	44200	9530	160.05
			111725		PROCEEDS SHARE-LOE'S OIL, RE-ALLIAN	44200	9530	1,146.25
			111725		PROCEEDS SHARE-LOE'S OIL, RE-ALLIAN	44200	9530	97.75
				CHECK MAIN 205415 TOTAL FOR F				1,404.05
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	59.41
			12/15/2025		UB refund for account: 112-0690-00-20120		0000	80.44
				CHECK MAIN 205420 TOTAL FOR F				139.85
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	17.65
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	68.85
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	15.06
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	230.08
			12/15/2025		UB refund for account: 304-0315-00-20120		0000	88.03
				CHECK MAIN 205429 TOTAL FOR F				318.11
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	37.31
			12/15/2025		UB refund for account: 313-0330-00-20120		0000	50.51
				CHECK MAIN 205430 TOTAL FOR F				87.82
12/18/2025	MAIN	205435*#	40986	MENARDS CASHWAY LUMBER-FRIDLE	ORGANICS BUCKETS	42171	9530	166.41
			42260		ORGANICS BUCKETS, SNOWBRUSH	42171	9530	297.34
				CHECK MAIN 205435 TOTAL FOR F				463.75
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **
			12/15/2025		UB refund for account: 109-0050-00-			** VOIDED **
			12/15/2025		UB refund for account: 109-0050-00-			** VOIDED **

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 603 REFUSE FUND								
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-	20120	0000	10.31
12/18/2025	MAIN	205441	12/15/2025	MILTON PULGARIN	UB refund for account: 109-0760-00-	20120	0000	166.83
12/18/2025	MAIN	205445	44671	MORRELL ENTERPRISES LP	LEAF DISPOSAL 112425, 112625	44300	9530	2,407.81
			44648		LEAF DISPOSAL 111825-112125	44300	9530	4,389.03
				CHECK MAIN 205445 TOTAL FOR F				6,796.84
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-	20120	0000	12.16
			12/15/2025		UB refund for account: 310-0145-00-	20120	0000	16.46
				CHECK MAIN 205446 TOTAL FOR F				28.62
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-	20120	0000	15.79
12/18/2025	MAIN	205457	12/15/2025	PAULA BERG	UB refund for account: 212-0480-00-	20120	0000	26.19
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-	20120	0000	10.31
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43250	9530	40.00
12/18/2025	MAIN	205466	INV-2796	RECYCLE TECHNOLOGIES, INC	FLUORESCENT BULBS,BATTERY RECYCLING	43050	9540	1,400.22
12/18/2025	MAIN	205469	12/15/2025	REID E GOSMIRE	UB refund for account: 310-0220-00-	20120	0000	29.86
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-	20120	0000	78.41
			12/15/2025		UB refund for account: 314-0065-00-	20120	0000	106.09
				CHECK MAIN 205474 TOTAL FOR F				184.50
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-	20120	0000	30.51
12/18/2025	MAIN	205477#	BP023-2025	SHOREVIEW HUNKS LLC	BULK PICKUPS 111025-112125	42910	9510	3,705.00
			BP024-2025		BULK PICKUP 112425 - 120525	42910	9510	2,080.00
			YW0034-2025		YARD WASTE REMOVAL 120125-120525	42910	9510	6,128.86
			BP023-2025		BULK PICKUPS 111025-112125	42920	9510	2,662.00
			BP024-2025		BULK PICKUP 112425 - 120525	42920	9510	1,133.00
			YW0032-2025		YARD WASTE REMOVAL 111725-112125	42930	9510	15,328.38
			YW0033-2025		YARD WASTE REMOVAL 112425-112925	42930	9510	15,[illegible]
			BP023-2025		BULK PICKUPS 111025-112125	43050	9540	1,[illegible]

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 603 REFUSE FUND								
			BP024-2025		BULK PICKUP 112425 - 120525	43050	9540	95.00
				CHECK MAIN 205477 TOTAL FOR F				47,649.38
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120		0000	69.15
			12/15/2025		UB refund for account: 213-0125-00-20120		0000	28.60
				CHECK MAIN 205481 TOTAL FOR F				97.75
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120		0000	46.75
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120		0000	5.53
12/18/2025	MAIN	205497#	0000560-4651-9	WASTE MANAGEMENT OF WI-MN INC	YARD WASTE & ORGANICS 1125	42930	9510	19,800.00
			0000560-4651-9		YARD WASTE & ORGANICS 1125	42930	9510	421.86
			0144782-0500-9		RECYCLING ROLLOFF 1125	42920	9530	439.17
				CHECK MAIN 205497 TOTAL FOR F				20,661.03
12/18/2025	MAIN	205499	12/15/2025	WOLFPACK CAPITAL INVESTMENTS	UB refund for account: 319-0007-00-20120		0000	357.74
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120		0000	5.64
			12/15/2025		UB refund for account: 109-0050-00-20120		0000	7.98
			12/15/2025		UB refund for account: 109-0050-00-20120		0000	7.64
				CHECK MAIN 205504 TOTAL FOR F				21.26
12/18/2025	MAIN	2619(A)	INV2061	BETTER FUTURES MN	ORGANICS 1125	42930	9510	6,922.20
12/18/2025	MAIN	2629(A)	0009300794	WALTERS RECYCLING & REFUSE IN	REFUSE & RECYCLING 1125	42910	9510	119,345.61
			0009300794		REFUSE & RECYCLING 1125	42910	9510	56,441.61
			0009300794		REFUSE & RECYCLING 1125	42910	9510	3,509.11
			0009300794		REFUSE & RECYCLING 1125	42920	9510	1,105.61
			0009300794		REFUSE & RECYCLING 1125	42920	9510	49,935.47
			0009300794		REFUSE & RECYCLING 1125	42930	9510	192.28
				CHECK MAIN 2629(A) TOTAL FOR				230,529.69
					Total for fund 603 REFUSE FUND			319,480.51

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 604 STORM SEWER UTILITY								
12/18/2025	MAIN	205343*	2873078570011203202	AT&T MOBILITY II, LLC	112525 287307857001	43211	9600	11.43
12/18/2025	MAIN	205351*	12/15/2025	BRITTA SAVRE	UB refund for account: 207-0650-00-20120		0000	7.56
12/18/2025	MAIN	205354*	12/15/2025	BRUCE ORDWAY	UB refund for account: 311-0225-00-20120		0000	76.65
12/18/2025	MAIN	205356*	12/15/2025	BURTON J BJORK	UB refund for account: 305-0160-00-20120		0000	16.48
12/18/2025	MAIN	205360*	12/15/2025	CHAD CARR	UB refund for account: 309-0100-00-20120		0000	2.76
12/18/2025	MAIN	205368*#	19484	CORNILLIE 2 COMMUNITY SOLAR	SOLAR POWER		** VOIDED **	
12/18/2025	MAIN	205373*	12/15/2025	DANIEL WINDINGSTAD	UB refund for account: 307-0165-00-20120		0000	7.53
12/18/2025	MAIN	205383*	12/15/2025	ERIN VORPAHL	UB refund for account: 316-0045-00-20120		0000	6.43
12/18/2025	MAIN	205384*	12/15/2025	ESTATE OF TIMOTHY SCHMIT	UB refund for account: 110-0605-00-20120		0000	3.63
12/18/2025	MAIN	205385*	12/15/2025	FADUMO JAMA	UB refund for account: 304-0160-00-20120		0000	17.93
12/18/2025	MAIN	205391*	12/15/2025	GERALD W LA MERE SR	UB refund for account: 212-0705-00-20120		0000	2.39
12/18/2025	MAIN	205393*	5110310	GOPHER STATE ONE CALL INC	CALL OUT TICKETS	43050	9600	45.45
12/18/2025	MAIN	205405*	12/15/2025	IA-ASRI KING	UB refund for account: 207-0010-00-20120		0000	13.27
12/18/2025	MAIN	205420*	12/15/2025	LARRY SCHUTTE	UB refund for account: 112-0690-00-20120		0000	35.17
12/18/2025	MAIN	205423*	12/15/2025	LUKE PENNIG	UB refund for account: 310-0560-00-20120		0000	10.43
12/18/2025	MAIN	205424*	12/15/2025	LUKE SCHILMOELLER	UB refund for account: 208-0450-00-20120		0000	40.67
12/18/2025	MAIN	205427*	12/15/2025	MANDIE OSEGUEDA	UB refund for account: 109-0300-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 604 STORM SEWER UTILITY								
12/18/2025	MAIN	205429*	12/15/2025	MARJORIE SCOTT	UB refund for account: 304-0315-00-20120		0000	52.04
12/18/2025	MAIN	205430*	12/15/2025	MARK BACKLUND	UB refund for account: 313-0330-00-20120		0000	22.05
12/18/2025	MAIN	205436*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-			** VOIDED **
12/18/2025	MAIN	205440*	12/15/2025	MIKE & KRISTIN BLOOMBERG	UB refund for account: 206-0525-00-20120		0000	6.09
12/18/2025	MAIN	205446*	12/15/2025	NICHOLAS MOONEY	UB refund for account: 310-0145-00-20120		0000	7.18
12/18/2025	MAIN	205455*	12/15/2025	PAIGE BEAUBINENT	UB refund for account: 110-0405-00-20120		0000	9.32
12/18/2025	MAIN	205459*	12/15/2025	PHILLIP HALL	UB refund for account: 109-0445-00-20120		0000	6.10
12/18/2025	MAIN	205460*#	992901515	POPP.COM INC	120425 10013125	43210	9600	33.29
12/18/2025	MAIN	205474*	12/15/2025	SHARRON MORSE	UB refund for account: 314-0065-00-20120		0000	46.35
12/18/2025	MAIN	205476*	12/15/2025	SHIRLEY BERNHAGEN	UB refund for account: 102-0355-00-20120		0000	18.04
12/18/2025	MAIN	205481*	12/15/2025	STEVEN & BARB JOHNSON	UB refund for account: 213-0125-00-20120		0000	40.89
12/18/2025	MAIN	205485*	12/15/2025	THOMAS BUI	UB refund for account: 103-0720-00-20120		0000	13.81
12/18/2025	MAIN	205486*	12/15/2025	TIM SMITH	UB refund for account: 204-0430-00-20120		0000	3.27
12/18/2025	MAIN	205501*#	1236301452	XCEL ENERGY (N S P)	51-0010836533-8	43810	9600	78.76
			1236301452		51-0010836533-8	43810	9600	(8.76)
				CHECK MAIN 205501 TOTAL FOR F				70.00
12/18/2025	MAIN	205503*#	19484	CORNILLIE 2 COMMUNITY SOLAR	SOLAR POWER	43810	9600	34.67
12/18/2025	MAIN	205504*	12/15/2025	MICHAEL NOVITSKY	UB refund for account: 109-0050-00-20120		0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 604 STORM SEWER UTILITY								
					Total for fund 604 STORM SEWER UTILITY			673.11

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 651 WATER CONSTRUCTION FUND								
12/18/2025	MAIN	205331*	1	A-1 EXCAVATING	40TH AVE UTILITY IMPROVEMENTS			** VOIDED **
			2		40TH AVE UTILITY IMPROVEMENTS			** VOIDED **
12/18/2025	MAIN	2630(A)*	1	A-1 EXCAVATING	40TH AVE UTILITY IMPROVEMENTS	45185	9699	480,233.00
			2		40TH AVE UTILITY IMPROVEMENTS	45185	9699	33,495.00
				CHECK MAIN 2630(A) TOTAL FOR				513,728.00
					Total for fund 651 WATER CONSTRUCTION FUND			513,728.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 652 SEWER CONSTRUCTION FUND								
12/18/2025	MAIN	205331*	1	A-1 EXCAVATING	40TH AVE UTILITY IMPROVEMENTS			** VOIDED **
			2		40TH AVE UTILITY IMPROVEMENTS			** VOIDED **
			2		40TH AVE UTILITY IMPROVEMENTS			** VOIDED **
12/18/2025	MAIN	2630(A)*	1	A-1 EXCAVATING	40TH AVE UTILITY IMPROVEMENTS	45185	9699	98,488.95
			2		40TH AVE UTILITY IMPROVEMENTS	45185	9699	43,638.00
			2		40TH AVE UTILITY IMPROVEMENTS	45185	9699	239,195.63
				CHECK MAIN 2630(A) TOTAL FOR				381,322.58
					Total for fund 652 SEWER CONSTRUCTION FUND			381,322.58

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 701 CENTRAL GARAGE								
12/18/2025	MAIN	205333*#	4298881	ADAM'S PEST CONTROL, INC	PEST CONTROL-PW 112125	43050	9950	125.00
12/18/2025	MAIN	205341*#	12405191	ASSET MANAGEMENT SYSTEMS INC	MONITORING 0126-0326 MSC	44020	9950	116.97
12/18/2025	MAIN	205358*#	19483	CARLSON COMMUNITY SOLAR LLC	SOLAR POWER	43810	9950	729.54
12/18/2025	MAIN	205361	531274-00	CHAMBERLAIN OIL COMPANY INC	PURUS	14120	0000	876.00
			532369-00		PURUS	14120	0000	826.00
			532368-00		PURUS - REFUND INV #531274-00	14120	0000	(876.00)
				CHECK MAIN 205361 TOTAL FOR F				826.00
12/18/2025	MAIN	205362*#	4250788012	CINTAS INC	UNIFORM RENTAL 112125	42172	9950	63.60
			4251451512		UNIFORM RENTAL 120125	42172	9950	117.53
			4252325073		UNIFORM RENTAL 120825	42172	9950	63.60
				CHECK MAIN 205362 TOTAL FOR F				244.73
12/18/2025	MAIN	205370	E4-251149551	CUMMINS INC	FIELD REPAIR	14120	0000	851.60
12/18/2025	MAIN	205371	212707	CUSHMAN MOTOR CO INC	BLADES, WASHERS, BOLTS	14120	0000	137.26
12/18/2025	MAIN	205390	130494194	FLEETPRIDE INC	HYDRAULIC HOSE	14120	0000	67.40
			130716773		FILTERS	14120	0000	328.00
			130716750		FILTERS	14120	0000	187.64
				CHECK MAIN 205390 TOTAL FOR F				583.04
12/18/2025	MAIN	205395	9351146323	GRAYBAR ELECTRIC INC	WIRE	14120	0000	2,482.14
12/18/2025	MAIN	205403*#	8011549	HOME DEPOT #2802	SCREWS, BITS	42171	9950	16.54
			8011549		SCREWS, BITS	42171	9950	(1.24)
			8011572		SCREWS, BITS	42171	9950	37.94
				CHECK MAIN 205403 TOTAL FOR F				53.24
12/18/2025	MAIN	205414	103700788	KIMBALL MIDWEST	METRIC BOLT STARTER KIT, WASHERS	42010	9950	1,958.86
			103992072		RTN METRIC BOLT STARTER KIT	42010	9950	(1,800.36)
				CHECK MAIN 205414 TOTAL FOR F				158.50
12/18/2025	MAIN	205421	374896	LITTLE FALLS MACHINE INC	2" PIVOT SHAFT, SLOTTED NUT	14120	0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 701 CENTRAL GARAGE								
12/18/2025	MAIN	205428	27216960	MANSFIELD OIL COMPANY	1000 GAL DYED DIESEL FUEL	14110	0000	3,271.08
			27216888		3000 GAL UNLEADED FUEL	14110	0000	6,456.22
				CHECK MAIN 205428 TOTAL FOR F				9,727.30
12/18/2025	MAIN	205433*#	024015	MCCLELLAN SALES INC	HI-VIS RAIN JACKETS	42173	9950	184.76
12/18/2025	MAIN	205435*#	40532	MENARDS CASHWAY LUMBER-FRIDLE	DISTILLED WATER, SPRING WATER	42171	9950	18.12
12/18/2025	MAIN	205438	95168	MIDWAY FORD	KIT-TP	14120	0000	183.96
			915693		HOSE/NOZZZLE KIT	14120	0000	61.70
				CHECK MAIN 205438 TOTAL FOR F				245.66
12/18/2025	MAIN	205439	192160	MIDWEST OVERHEAD CRANE	ANNUAL CRANE INSPECTIONS	44000	9950	453.78
12/18/2025	MAIN	205443*#	202274	MINNEAPOLIS SAW CO INC	CARBURETOR, GASKET	14120	0000	83.07
12/18/2025	MAIN	205449*#	7007	NORTHLAND REFRIGERATION INCOR	HEATING REPAIR-MSC	44020	9950	1,461.00
12/18/2025	MAIN	205454*#	INV - 1362	ONSITE PARTNERS PROJECTCO, LL	SOLAR POWER	43810	9950	573.59
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	9950	2.22
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43250	9950	20.00
12/18/2025	MAIN	205475	03142150171225	SHERWIN WILLIAMS	PAINT	42171	9950	50.95
12/18/2025	MAIN	205483	72570-00	TERMINAL SUPPLY CO, INC	CABLE TIE, DUPLEX PARALLEL WIRE, CR	42171	9950	362.78
12/18/2025	MAIN	205488	1062854	TRIO SUPPLY COMPANY INC	TP, GLOVES, TOWELS, CAN LINERS, SOA	42171	9950	572.23
12/18/2025	MAIN	205489	10112PE	TULL BEARINGS INC	BEARINGS	14120	0000	306.75
12/18/2025	MAIN	205502	25612	ZIEBART OF MINNESOTA INC	UNDERCOATING	14120	0000	725.00
12/18/2025	MAIN	2625(A)	P68843	MAC QUEEN EQUIPMENT LLC	RESISTOR	14120	0000	49.10
			JP111925-41		LIGHT BARS AND STROBE	14120	0000	649.60
				CHECK MAIN 2625(A) TOTAL FOR				

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 701 CENTRAL GARAGE								
					Total for fund 701 CENTRAL GARAGE			22,018.84

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 705 FACILITIES MAINTENANCE								
12/18/2025	MAIN	205462*#	IN200-2009351	PRECISE MRM LLC	DATA PLAN 1125	43211	9970	20.00
					Total for fund 705 FACILITIES MAINTENANCE			20.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 720 INFORMATION TECHNOLOGY								
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	9980	5.82
12/18/2025	MAIN	205461	20251201	POSITIVE SERVICES LLC	NETWORK ENGINEERING CONSULTANT 1008	43050	9980	1,291.53
					Total for fund 720 INFORMATION TECHNOLOGY			1,297.35

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 887 FLEX BENEFIT FUND								
12/18/2025	MAIN	205348*#	1477647	BENEFIT EXTRAS, INC.	COBRA ADMIN 1125; RETIREE BILLING 1	43050	9250	53.35
					Total for fund 887 FLEX BENEFIT FUND			53.35
				TOTAL - ALL FUNDS				2,048,529.82

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/12/2025	PR	101082	MN CHILD SUPPORT PAYMENT CENTE	343.88	343.88	0.00	Open
12/12/2025	PR	101083	LELS #311 OFFICERS UNION	1,460.00	1,460.00	0.00	Open
12/12/2025	PR	101084	LELS #342 SERGEANT UNION	511.00	511.00	0.00	Open
12/12/2025	PR	EFT1734	MSRS MNDCP PLAN	1,815.24	1,815.24	0.00	Open
12/12/2025	PR	EFT1735	COL HTS LOCAL 1216	150.00	150.00	0.00	Open
12/12/2025	PR	EFT1736	COLHTS FIREFIGHTER ASSN	280.00	280.00	0.00	Open
12/12/2025	PR	EFT1737	HSA BANK	8,967.78	8,967.78	0.00	Open
12/12/2025	PR	EFT1738	PMA UNION DUES	80.00	80.00	0.00	Open
12/12/2025	PR	EFT1739	COL HGTS POLICE ASSN	157.00	157.00	0.00	Open
12/12/2025	PR	EFT1740	IRS	120,092.35	120,092.35	0.00	Open
12/12/2025	PR	EFT1741	MISSION SQUARE 401 (ROTH)	3,494.14	3,494.14	0.00	Open
12/12/2025	PR	EFT1742	MISSION SQUARE 457(B)	22,009.12	22,009.12	0.00	Open
12/12/2025	PR	EFT1743	MISSION SQUARE RHS	904.61	904.61	0.00	Open
12/12/2025	PR	EFT1744	PERA 397400	108,489.03	108,489.03	0.00	Open
12/12/2025	PR	EFT1745	STATE OF MN TAX	25,846.13	25,846.13	0.00	Open
12/12/2025	PR	EFT1746	IRS	30.94	30.94	0.00	Open
12/12/2025	PR	EFT1747	PERA 397400	19.19	19.19	0.00	Open
Totals:			Number of Checks: 017	294,650.41	294,650.41	0.00	

Total Physical Checks: 3
Total Check Stubs: 14

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/26/2025	PR	101090	UNION 49	665.00	665.00	0.00	Open
12/26/2025	PR	101091	MN CHILD SUPPORT PAYMENT CENTE	343.88	343.88	0.00	Open
12/26/2025	PR	101092	SUN LIFE FINANCIAL - DENTAL INSURANCE	6,084.77	6,084.77	0.00	Open
12/26/2025	PR	101093	MEDICA HEALTH PLANS	2,513.00	2,513.00	0.00	Open
12/26/2025	PR	101094	MEDICA	359.00	359.00	0.00	Open
12/26/2025	PR	101095	NCPERS GROUP LIFE INS C/O MBR BEN	640.00	640.00	0.00	Open
12/26/2025	PR	101096	SUN LIFE FINANCIAL - LONG TERM DISABILI	2,430.34	2,430.34	0.00	Open
12/26/2025	PR	101097	SUN LIFE FINANCIAL - LIFE INSURANCE	1,875.73	1,875.73	0.00	Open
12/26/2025	PR	101098	SUN LIFE FINANCIAL - SHORT TERM DISABIL	1,326.76	1,326.76	0.00	Open
12/26/2025	PR	101099	FIDELITY SECURITY LIFE INSURANCE COMPAN	607.36	607.36	0.00	Open
12/26/2025	PR	101100	SUN LIFE FINANCIAL - DENTAL INSURANCE	1,056.90	1,056.90	0.00	Open
12/26/2025	PR	EFT1748	MSRS MNDCP PLAN	1,815.24	1,815.24	0.00	Open
12/26/2025	PR	EFT1749	COL HTS LOCAL 1216	150.00	150.00	0.00	Open
12/26/2025	PR	EFT1750	AFSCME COUNCIL 5	1,008.50	1,008.50	0.00	Open
12/26/2025	PR	EFT1751	HSA BANK	9,207.78	9,207.78	0.00	Open
12/26/2025	PR	EFT1752	COL HGTS POLICE ASSN	157.00	157.00	0.00	Open
12/26/2025	PR	EFT1753	IRS	115,724.38	115,724.38	0.00	Open
12/26/2025	PR	EFT1754	MISSION SQUARE 401 (ROTH)	3,494.14	3,494.14	0.00	Open
12/26/2025	PR	EFT1755	MISSION SQUARE 457(B)	21,536.30	21,536.30	0.00	Open
12/26/2025	PR	EFT1756	MISSION SQUARE RHS	904.61	904.61	0.00	Open
12/26/2025	PR	EFT1757	PERA 397400	106,941.16	106,941.16	0.00	Open
12/26/2025	PR	EFT1758	STATE OF MN TAX	24,753.70	24,753.70	0.00	Open
Totals:			Number of Checks: 022	303,595.55	303,595.55	0.00	

Total Physical Checks: 11
Total Check Stubs: 11

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
12/18/2025	MAIN	205329	5630668	56 BREWING LLC	121625 INV	14500	0000	205.00
12/18/2025	MAIN	205338#	21862	AM CRAFT SPIRITS SALES& MRKTN	121525 INV	14500	0000	113.30
			21862		121525 INV	42199	9791	3.00
				CHECK MAIN 205338 TOTAL FOR F				116.30
12/18/2025	MAIN	205339	4849906565	AMERICAN BOTTLING COMPANY	121225 INV	14500	0000	559.50
12/18/2025	MAIN	205341*#	12405251	ASSET MANAGEMENT SYSTEMS INC	MONITORING 0126-0326 TV1	44020	9791	116.97
			12405252		MONITORING 0126-0326 TV2	44020	9792	116.97
				CHECK MAIN 205341 TOTAL FOR F				233.94
12/18/2025	MAIN	205345	BT-07561	BARREL THEORY BEER COMPANY	120725 INV	14500	0000	307.00
			BT-07608		121425 INV	14500	0000	232.00
				CHECK MAIN 205345 TOTAL FOR F				539.00
12/18/2025	MAIN	205352	10478	BROKEN CLOCK BREWING COOP	120425 INV	14500	0000	62.00
12/18/2025	MAIN	205359*#	6402970054-5	CENTERPOINT ENERGY	6402970054-5	43830	9793	184.66
12/18/2025	MAIN	205369#	02-503263	CRYSTAL SPRINGS ICE LLC	120325 INV	14500	0000	113.60
			02-503182		111925 INV	14500	0000	250.40
			02-503337		121725 INV	14500	0000	191.04
			02-503263		120325 INV	42199	9791	4.00
			02-503182		111925 INV	42199	9791	4.00
			02-503337		121725 INV	42199	9792	4.00
				CHECK MAIN 205369 TOTAL FOR F				567.04
12/18/2025	MAIN	205372	IN-7714	DANGEROUS MAN BREWING CO LLC	120325 INV	14500	0000	310.00
			IN-7795		121225 INV	14500	0000	184.00
				CHECK MAIN 205372 TOTAL FOR F				494.00
12/18/2025	MAIN	205376	PLATO5322	DUAL CITIZEN BREWING COMPANY	120225 INV	14500	0000	236.96
12/18/2025	MAIN	205378*#	1077171	ECM PUBLISHERS INC	FREQUENCEDISPLAY/GEO/PREROLL 120725	43420	9791	1,306.60
			1077171		FREQUENCEDISPLAY/GEO/PREROLL 120725	43420	9792	1,028.60
			1077171		FREQUENCEDISPLAY/GEO/PREROLL 120725	43420	9793	445.00
				CHECK MAIN 205378 TOTAL FOR F				2,780.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
12/18/2025	MAIN	205381	4875	EMERALD ELEMENTS	120125 INV	14500	0000	180.00
12/18/2025	MAIN	205392	ORD-21916	GLOBAL RESERVE LLC	120925 INV	14500	0000	1,020.00
			ORD-21915		120925 INV	14500	0000	1,038.00
			ORD-22085		121525 INV	14500	0000	432.00
				CHECK MAIN 205392 TOTAL FOR F				2,490.00
12/18/2025	MAIN	205394#	MN00176492	GRAPE BEGINNINGS INC	121025 INV	14500	0000	402.00
			MN00176492		121025 INV	42199	9791	2.00
				CHECK MAIN 205394 TOTAL FOR F				404.00
12/18/2025	MAIN	205396	50192211020	GREAT LAKES COCA-COLA DISTRBT	121525 INV	14500	0000	1,075.18
			50192211027		121525 INV	14500	0000	1,664.36
			50192211026		121525 INV	14500	0000	(41.59)
				CHECK MAIN 205396 TOTAL FOR F				2,697.95
12/18/2025	MAIN	205402	881951	HOHENSTEINS INC	112825 INV	14500	0000	509.45
			883666		120525 INV	14500	0000	2,951.00
			885828		121225 INV	14500	0000	321.75
			885491		121125 INV	14500	0000	4,118.46
			883515		120425 INV	14500	0000	3,081.45
			885634		1212225 INV	14500	0000	1,741.10
				CHECK MAIN 205402 TOTAL FOR F				12,723.21
12/18/2025	MAIN	205407	28358	INSIGHT BREWING COMPANY, LLC	120525 INV	14500	0000	104.48
12/18/2025	MAIN	205425	414467	M AMUNDSON CIGAR & CANDY CO L	112825 INV	14500	0000	5,711.42
12/18/2025	MAIN	205434	837868	MCDONALD DISTRIBUTING CO	120525 INV	14500	0000	885.00
			837937		120525 INV	14500	0000	1,043.00
			838940		121225 INV	14500	0000	286.00
				CHECK MAIN 205434 TOTAL FOR F				2,214.00
12/18/2025	MAIN	205449*#	7061	NORTHLAND REFRIGERATION INCOR	WALK IN COOLER REPAIR TV3	44020	9793	4,337.57
12/18/2025	MAIN	205451#	448625067001	OFFICE DEPOT	BAGS, TOWELS, SOAP, PENS, 409 CLEAN	42000	9791	
			448625067001		BAGS, TOWELS, SOAP, PENS, 409 CLEAN	42171	9791	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			448625067001		BAGS, TOWELS, SOAP, PENS, 409 CLEAN	42171	9792	58.96
			448625067001		BAGS, TOWELS, SOAP, PENS, 409 CLEAN	42171	9793	18.18
				CHECK MAIN 205451 TOTAL FOR F				118.96
12/18/2025	MAIN	205452	IN-4803	OLIPHANT BREWING LLC	120425 INV	14500	0000	76.00
12/18/2025	MAIN	205458#	282315	PAUSTIS & SONS WINE COMPANY	120425 INV	14500	0000	621.00
			282696		120925 INV	14500	0000	384.00
			282696		120925 INV	42199	9791	7.50
			282315		120425 INV	42199	9792	10.50
				CHECK MAIN 205458 TOTAL FOR F				1,023.00
12/18/2025	MAIN	205460*#	992899971	POPP.COM INC	112625 - 10013121	43210	9791	46.47
			992899971		112625 - 10013121	43210	9792	19.89
			992899971		112625 - 10013121	43210	9793	9.32
				CHECK MAIN 205460 TOTAL FOR F				75.68
12/18/2025	MAIN	205463*#	311178258	PREMIUM WATERS INC	120125 WATER	42171	9791	19.84
			311180179		113025 COOLER RENTALS	42171	9791	9.36
			311210980		121525 WATER	42171	9791	14.88
			311180180		113025 COOLER RENTAL	42171	9792	4.68
			311205907		121125 WATER	42171	9792	14.88
			311180181		113025 COOLER RENTAL	42171	9793	4.68
			311210974		121525 WATER	42171	9793	9.92
				CHECK MAIN 205463 TOTAL FOR F				78.24
12/18/2025	MAIN	205464	-W-112542	PRYES BREWING COMPANY LLC	121625 INV	14500	0000	115.67
			W-112551		121625 INV	14500	0000	580.25
			W-112528		121625 INV	14500	0000	442.17
				CHECK MAIN 205464 TOTAL FOR F				1,138.09
12/18/2025	MAIN	205467	2030431659	RED BULL DISTRIBUTION CO INC	120525 INV	14500	0000	584.10
			5020354639		121125 INV	14500	0000	218.80
			2030941499		121225 INV	14500	0000	374.10
				CHECK MAIN 205467 TOTAL FOR F				1,177.00
12/18/2025	MAIN	205473*#	4607323053	SCHINDLER ELEVATOR CORP INC	PREVENT MAINT 1125 TV1	44020	9791	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
12/18/2025	MAIN	205480#	6048522719	STAPLES ADVANTAGE	KLEENEX, COPY PAPER, BATTERIES, PAP	42000	9791	84.73
			6048522719		KLEENEX, COPY PAPER, BATTERIES, PAP	42171	9791	23.43
			6048522719		KLEENEX, COPY PAPER, BATTERIES, PAP	42171	9792	42.04
			6048522719		KLEENEX, COPY PAPER, BATTERIES, PAP	42000	9793	37.15
			6048522719		KLEENEX, COPY PAPER, BATTERIES, PAP	42171	9793	12.18
			6048522719		KLEENEX, COPY PAPER, BATTERIES, PAP	42171	9793	(0.46)
				CHECK MAIN 205480 TOTAL FOR F				199.07
12/18/2025	MAIN	205491*#	DC12	UPPER MISSISSIPPI IRRIGATION	LAWN SPRINKLERS WINTERIZATION-TV1	44020	9791	135.00
			DC11		LAWN SPRINKLERS WINTERIZATION-TV2	44020	9792	135.00
				CHECK MAIN 205491 TOTAL FOR F				270.00
12/18/2025	MAIN	205493	11047	VENN BREWING COMPANY	121125 INV	14500	0000	342.00
			11101		121725 INV	14500	0000	275.00
				CHECK MAIN 205493 TOTAL FOR F				617.00
12/18/2025	MAIN	205494#	2500849505	VESTIS SERVICES. LLC	120225 MOPS,MATS,TOWELS	44020	9791	192.40
			2500855333		120925 MOPS,MATS,TOWELS	44020	9791	138.33
			2500861025		121625 MOPS,MATS,TOWELS	44020	9791	138.33
			2500857992		121125 MOPS,MATS,TOWELS	44020	9792	181.28
			2500851731		120425 MOPS,MATS,TOWELS	44020	9793	122.22
			2500857936		121125 MOPS,MATS,TOWELS	44020	9793	122.22
				CHECK MAIN 205494 TOTAL FOR F				894.78
12/18/2025	MAIN	205495#	0386237-IN	VINOCOPIA INC	120425 INV	14500	0000	1,000.25
			0386236-IN		120425 INV	14500	0000	1,067.00
			0386755-IN		121125 INV	14500	0000	1,797.00
			0386237-IN		120425 INV	42199	9791	16.50
			0386755-IN		121125 INV	42199	9791	2.50
			0386236-IN		120425 INV	42199	9792	16.00
				CHECK MAIN 205495 TOTAL FOR F				3,899.25
12/18/2025	MAIN	205501*#	1235530809	XCEL ENERGY (N S P)	51-4436024-5	43810	9793	560.21
			1235530809		51-4436024-5	43810	9793	(46.62)
			1235622516		51-0014068181-7	43810	9793	
			1235622516		51-0014068181-7	43810	9793	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
				CHECK MAIN 205501 TOTAL FOR F				602.66
12/18/2025	MAIN	2616(A)	3817809	ARTISAN BEER COMPANY	121225 INV	14500	0000	128.50
			3817808		121225 INV	14500	0000	574.80
			3816306		120525 INV	14500	0000	128.50
			3816305		120525 INV	14500	0000	464.60
			3817810		121225 INV	14500	0000	1,228.00
			3818165		121625 INV	14500	0000	1,932.05
			439171		120925 INV	14500	0000	(160.35)
				CHECK MAIN 2616(A) TOTAL FOR				4,296.10
12/18/2025	MAIN	2617(A)*#	0110589300	BELLBOY BAR SUPPLY	120325 INV	14500	0000	65.12
			0110588300		120325 INV	14500	0000	46.80
			0110617500		121025 INV	14500	0000	223.16
			0110589300		120325 INV	42171	9791	238.00
			0110617500		121025 INV	42171	9791	54.00
			0110588300		120325 INV	42171	9792	148.00
			0110591200		120325 INV	42171	9793	74.00
			0110591200		120325 INV	42171	9793	71.55
				CHECK MAIN 2617(A) TOTAL FOR				920.63
12/18/2025	MAIN	2618(A)#	0209790200	BELLBOY CORPORATION	120325 INV	14500	0000	3,922.50
			0209790600		120325 INV	14500	0000	793.95
			0300539300		121025 INV	14500	0000	700.00
			0209790500		120325 INV	14500	0000	3,025.00
			0209866500		121025 INV	14500	0000	2,967.45
			0209790200		120325 INV	42199	9791	47.00
			0300539300		121025 INV	42199	9792	12.00
			0209790500		120325 INV	42199	9792	53.00
			0209790600		120325 INV	42199	9793	10.00
				CHECK MAIN 2618(A) TOTAL FOR				11,530.90
12/18/2025	MAIN	2620(A)	124666728	BREAKTHRU BEVERAGE MN BEER LL	121025 INV 700297717	14500	0000	168.80
			124667738		121025 INV 700297782	14500	0000	58.70
			124666732		121025 INV 700297782	14500	0000	8,341.45
			124481415		112625 INV 700297736	14500	0000	630.46
			124584092		120425 INV 700297736	14500	0000	
			124481413		112625 INV 700297736	14500	0000	11,

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			124584091		120425 INV 700297736	14500	0000	3,616.95
			124378944		112025 INV 700297736	14500	0000	22,447.97
			124007610		102925 INV 700297736	14500	0000	11,522.45
			124378166		112025 INV 700297736	14500	0000	490.05
			124481414		112625 INV 700297736	14500	0000	68.55
			124483224		112625 INV 700297736	14500	0000	184.80
			124555785		120325 INV 700297717	14500	0000	13,694.27
			124557195		120325 INV 700297717	14500	0000	264.00
			124555786		120325 INV 700297717	14500	0000	450.55
			124555863		120325 INV 700297782	14500	0000	2,202.00
			124555862		120325 INV 700297782	14500	0000	29.35
			124666729		121025 INV 700297717	14500	0000	1,130.48
			124666727		121025 INV 700297717	14500	0000	15,093.90
			124783448		121725 INV 700297717	14500	0000	307.85
			124694624		121125 INV 700297736	14500	0000	71.75
			124694623		121125 INV 700297736	14500	0000	11,688.25
			414231583		120225 INV 700297736	14500	0000	(21.74)
			414247953		120525 INV 700297736	14500	0000	(29.35)
			414231582		120225 INV 700297736	14500	0000	(53.00)
			414249201		120525 INV 700297736	14500	0000	(5.30)
			414197084		112125 INV 700297736	14500	0000	(1.81)
			414197083		112125 INV 700297736	14500	0000	(13.85)
			414197082		112125 INV 700297736	14500	0000	(19.70)
			414197081		112125 INV 700297736	14500	0000	(30.75)
			414197017		112125 INV 700297736	14500	0000	(298.40)
			414142044		110525 INV 700297736	14500	0000	(79.20)
			414193754		112025 INV 700297736	14500	0000	(19.60)
			414197016		112125 INV 700297736	14500	0000	(23.00)
			414241942		120425 INV 700297717	14500	0000	(52.80)
			414242759		120425 INV 700297717	14500	0000	(19.24)
			414282432		121525 INV 700297717	14500	0000	(21.74)
			414282431		121525 INV 700297717	14500	0000	(86.40)
			414286219		121625 INV 700297717	14500	0000	(138.45)
			414286220		121625 INV 700297717	14500	0000	(34.61)
			414272110		121225 INV 700297736	14500	0000	(16.20)
				CHECK MAIN 2620(A) TOTAL FOR				103,720.59
12/18/2025	MAIN	2621(A)#	124613942	BREAKTHRU BEVERAGE MN W&S LLC	120525 INV 700297717	14500	0000	526.50
			124613941		120525 INV 700297717	14500	0000	2,
			124613937		120525 INV 700297717	14500	0000	2,
			124613943		120525 INV 700297717	14500	0000	888.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			124613938		120525 INV 700297717	14500	0000	8,253.27
			124483715		112625 INV 700297736	14500	0000	255.00
			124613947		120525 INV 700297736	14500	0000	1,237.50
			124613946		120525 INV 700297736	14500	0000	405.90
			124613944		120525 INV 700297736	14500	0000	96.00
			124613945		120525 INV 700297736	14500	0000	512.00
			124610627		120525 INV 700297736	14500	0000	432.00
			124725120		121225 INV 700297717	14500	0000	3,214.01
			124725122		121225 INV 700297717	14500	0000	1,624.00
			124725121		121225 INV 700297717	14500	0000	812.00
			124669650		121025 INV 700297717	14500	0000	603.87
			414285851		121625 INV	14500	0000	(81.20)
			124613942		120525 INV 700297717	42199	9791	2.49
			124613941		120525 INV 700297717	42199	9791	34.50
			124613937		120525 INV 700297717	42199	9791	34.50
			124613943		120525 INV 700297717	42199	9791	16.10
			124613938		120525 INV 700297717	42199	9791	53.28
			124725120		121225 INV 700297717	42199	9791	27.60
			124725122		121225 INV 700297717	42199	9791	25.30
			124725121		121225 INV 700297717	42199	9791	12.65
			124669650		121025 INV 700297717	42199	9791	1.16
			414285851		121625 INV	42199	9791	(1.15)
			124483715		112625 INV 700297736	42199	9792	1.15
			124613947		120525 INV 700297736	42199	9792	32.20
			124613946		120525 INV 700297736	42199	9792	6.90
			124613944		120525 INV 700297736	42199	9792	1.15
			124613945		120525 INV 700297736	42199	9792	10.35
			124610627		120525 INV 700297736	42199	9792	2.30
				CHECK MAIN 2621(A) TOTAL FOR				24,439.33
12/18/2025	MAIN	2622(A)	3222889	CAPITOL BEVERAGE SALES LP	120325 INV	14500	0000	1,036.55
			3226052		121025 INV	14500	0000	2,065.55
			3226081		121025 INV	14500	0000	2,937.30
			3226567		121125 INV	14500	0000	3,303.20
			3223566		120425 INV	14500	0000	2,127.45
			3229136		121725 INV	14500	0000	6,604.45
			3222888		120325 INV	14500	0000	(39.20)
			3223565		120425 INV	14500	0000	(13.33)
			3229135		121725 INV	14500	0000	[illegible]
			32071263		111925 INV	14500	0000	[illegible]

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
				CHECK MAIN 2622(A) TOTAL FOR				17,907.47
12/18/2025	MAIN	2624(A)#	2935555	JOHNSON BROTHERS LIQUOR CO.	112625 INV	14500	0000	121.50
			2935554		112625 INV	14500	0000	1,660.49
			2938743		120325 INV	14500	0000	1,527.90
			2938745		120325 INV	14500	0000	568.21
			2938747		120325 INV	14500	0000	201.00
			2940014		120325 INV	14500	0000	56.00
			2940013		120325 INV	14500	0000	109.50
			2938748		120325 INV	14500	0000	990.00
			2935556		112625 INV	14500	0000	256.00
			2938746		120325 INV	14500	0000	882.00
			2940012		120325 INV	14500	0000	1,049.50
			2940011		120325 INV	14500	0000	182.52
			2941143		120525 INV	14500	0000	460.24
			2941144		120525 INV	14500	0000	30.00
			2941146		120525 INV	14500	0000	98.35
			2941149		120525 INV	14500	0000	109.70
			2941151		120525 INV	14500	0000	620.25
			2941150		120525 INV	14500	0000	806.00
			2941155		120525 INV	14500	0000	166.30
			2941153		120525 INV	14500	0000	316.00
			2941147		120525 INV	14500	0000	976.00
			2941154		120525 INV	14500	0000	556.00
			2938749		120325 INV	14500	0000	1,703.20
			2938744		120325 INV	14500	0000	926.50
			2941159		120525 INV	14500	0000	752.00
			2941160		120525 INV	14500	0000	620.25
			2941158		120525 INV	14500	0000	712.00
			2941157		120525 INV	14500	0000	460.68
			2941145		120525 INV	14500	0000	90.00
			2941156		120525 INV	14500	0000	180.00
			2940016		120425 INV	14500	0000	475.00
			2940017		120425 INV	14500	0000	164.00
			2938754		120325 INV	14500	0000	159.05
			2938753		120325 INV	14500	0000	224.00
			2938752		120325 INV	14500	0000	371.00
			2938751		120325 INV	14500	0000	882.00
			2938750		120325 INV	14500	0000	162.60
			2945100		121125 INV	14500	0000	
			2945099		121125 INV	14500	0000	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			2945098		121125 INV	14500	0000	99.00
			2943874		121025 INV	14500	0000	1,675.06
			2943872		121025 INV	14500	0000	1,696.85
			2941152		120525 INV	14500	0000	99.40
			2946290		121225 INV	14500	0000	720.00
			2946292		121225 INV	14500	0000	357.60
			2946291		121225 INV	14500	0000	3,558.75
			2945106		121125 INV	14500	0000	387.60
			2945105		121125 INV	14500	0000	647.73
			2945104		121125 INV	14500	0000	179.80
			2945103		121125 INV	14500	0000	648.20
			2945102		121125 INV	14500	0000	1,480.50
			2945101		121125 INV	14500	0000	135.15
			2938743		120325 INV	42199	9791	11.36
			2938745		120325 INV	42199	9791	4.26
			2940014		120325 INV	42199	9791	2.84
			2940013		120325 INV	42199	9791	2.84
			2938746		120325 INV	42199	9791	10.65
			2940012		120325 INV	42199	9791	21.30
			2940011		120325 INV	42199	9791	1.42
			2941143		120525 INV	42199	9791	4.26
			2941144		120525 INV	42199	9791	1.42
			2941146		120525 INV	42199	9791	2.84
			2941149		120525 INV	42199	9791	1.42
			2941151		120525 INV	42199	9791	8.52
			2941150		120525 INV	42199	9791	9.94
			2941147		120525 INV	42199	9791	14.20
			2945100		121125 INV	42199	9791	4.26
			2945099		121125 INV	42199	9791	8.52
			2945098		121125 INV	42199	9791	1.42
			2943874		121025 INV	42199	9791	13.49
			2943872		121025 INV	42199	9791	34.20
			2946290		121225 INV	42199	9791	2.84
			2946292		121225 INV	42199	9791	5.68
			2946291		121225 INV	42199	9791	36.21
			2945106		121125 INV	42199	9791	7.10
			2945105		121125 INV	42199	9791	4.26
			2945104		121125 INV	42199	9791	7.10
			2945103		121125 INV	42199	9791	13.49
			2945102		121125 INV	42199	9791	
			2945101		121125 INV	42199	9791	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			2935555		112625 INV	42199	9792	1.42
			2935554		112625 INV	42199	9792	11.36
			2935556		112625 INV	42199	9792	5.68
			2938749		120325 INV	42199	9792	11.36
			2938744		120325 INV	42199	9792	7.10
			2941159		120525 INV	42199	9792	9.94
			2941160		120525 INV	42199	9792	8.52
			2941158		120525 INV	42199	9792	8.52
			2941148		120525 DEL	42199	9792	2.84
			2941157		120525 INV	42199	9792	8.52
			2941145		120525 INV	42199	9792	1.42
			2941156		120525 INV	42199	9792	1.42
			2940016		120425 INV	42199	9792	14.20
			2940017		120425 INV	42199	9792	4.26
			2938754		120325 INV	42199	9792	4.26
			2938753		120325 INV	42199	9792	7.10
			2938752		120325 INV	42199	9792	5.68
			2938751		120325 INV	42199	9792	10.65
			2938750		120325 INV	42199	9792	1.42
			2938747		120325 INV	42199	9793	1.42
			2938748		120325 INV	42199	9793	14.20
			2941155		120525 INV	42199	9793	2.84
			2941153		120525 INV	42199	9793	5.68
			2941154		120525 INV	42199	9793	8.52
				CHECK MAIN 2624(A) TOTAL FOR				32,831.93
12/18/2025	MAIN	2627(A)#	5086592	PHILLIPS WINE & SPIRITS INC	112625 INV	14500	0000	102.90
			5086591		112625 INV	14500	0000	47.25
			5086590		112625 INV	14500	0000	120.00
			5086589		112625 INV	14500	0000	484.00
			5090566		120525 INV	14500	0000	399.60
			5090565		120525 INV	14500	0000	435.45
			5090564		120525 INV	14500	0000	66.00
			5090563		120525 INV	14500	0000	700.00
			5090561		120525 INV	14500	0000	80.00
			5090560		120525 INV	14500	0000	528.00
			5090567		120525 INV	14500	0000	171.00
			5090573		120525 INV	14500	0000	319.55
			5090572		120525 INV	14500	0000	[illegible]
			5090571		120525 INV	14500	0000	[illegible]
			5090570		120525 INV	14500	0000	1,125.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			5071755		103125 INV	14500	0000	312.75
			5090579		120525 INV	14500	0000	707.02
			5090578		120525 INV	14500	0000	504.00
			5090577		120525 INV	14500	0000	635.02
			5090576		120525 INV	14500	0000	225.00
			5090575		120525 INV	14500	0000	40.00
			5090574		120525 INV	14500	0000	352.00
			5090568		120525 INV	14500	0000	67.50
			5090562		120525 INV	14500	0000	406.00
			5094390		121225 INV	14500	0000	334.20
			5094389		121225 INV	14500	0000	88.00
			5094388		121225 INV	14500	0000	206.40
			5094387		121225 INV	14500	0000	152.50
			5094386		121225 INV	14500	0000	1,459.50
			5094385		121225 INV	14500	0000	308.70
			5094383		121225 INV	14500	0000	484.00
			5094384		121225 INV	14500	0000	128.00
			5094398		121225 INV	14500	0000	441.00
			5090566		120525 INV	42199	9791	5.68
			5090565		120525 INV	42199	9791	5.68
			5090564		120525 INV	42199	9791	2.84
			5090563		120525 INV	42199	9791	7.81
			5090561		120525 INV	42199	9791	2.84
			5090560		120525 INV	42199	9791	17.04
			5090567		120525 INV	42199	9791	5.68
			5090571		120525 INV	42199	9791	4.26
			5090570		120525 INV	42199	9791	35.50
			5071755		103125 INV	42199	9791	9.94
			5090569		120525 INV	42199	9791	2.84
			121025 INV		121025 DEL	42199	9791	1.42
			5090568		120525 INV	42199	9791	5.68
			5094390		121225 INV	42199	9791	5.68
			5094389		121225 INV	42199	9791	1.42
			5094388		121225 INV	42199	9791	7.10
			5094387		121225 INV	42199	9791	8.52
			5094386		121225 INV	42199	9791	21.30
			5094385		121225 INV	42199	9791	8.52
			5094383		121225 INV	42199	9791	15.62
			5094384		121225 INV	42199	9791	2.84
			5086592		112625 INV	42199	9792	
			5086591		112625 INV	42199	9792	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			5086590		112625 INV	42199	9792	4.26
			5086589		112625 INV	42199	9792	21.30
			5090579		120525 INV	42199	9792	11.36
			5090578		120525 INV	42199	9792	6.39
			5090577		120525 INV	42199	9792	7.10
			5090576		120525 INV	42199	9792	7.10
			5090575		120525 INV	42199	9792	1.42
			5090574		120525 INV	42199	9792	11.36
			5090573		120525 INV	42199	9793	8.52
			5090572		120525 INV	42199	9793	7.10
				CHECK MAIN 2627(A) TOTAL FOR				11,970.17
12/18/2025	MAIN	2628(A)#	2697423	SOUTHERN GLAZER'S	112625 INV	14500	0000	770.80
			2699808		120425 INV	14500	0000	882.00
			2699809		120425 INV	14500	0000	882.00
			2699810		120425 INV	14500	0000	836.90
			2697295		112625 INV	14500	0000	770.80
			2699801		120425 INV	14500	0000	269.96
			2699803		120425 INV	14500	0000	369.94
			2699804		120425 INV	14500	0000	671.60
			2699805		120425 INV	14500	0000	362.50
			2699806		120425 INV	14500	0000	566.85
			2699807		120425 INV	14500	0000	143.97
			2699814		120425 INV	14500	0000	64.00
			2699815		120425 INV	14500	0000	204.00
			2699943		120425 INV	14500	0000	110.28
			2697297		112625 INV	14500	0000	182.50
			2697298		112625 INV	14500	0000	148.00
			2697299		112625 INV	14500	0000	402.10
			2697300		112625 INV	14500	0000	1,781.46
			2697302		112625 INV	14500	0000	2,281.25
			2697301		112625 INV	14500	0000	263.46
			2697304		112625 INV	14500	0000	704.54
			2697305		112625 INV	14500	0000	920.90
			2699816		120425 INV	14500	0000	834.00
			2699811		120425 INV	14500	0000	912.96
			2699812		120425 INV	14500	0000	566.95
			2699813		120425 INV	14500	0000	812.82
			2686553		103025 INV	14500	0000	[illegible]
			2694649		112025 INV	14500	0000	[illegible]
			2694648		112025 INV	14500	0000	90.00

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			2697303		112625 INV	14500	0000	867.15
			2699817		120425 INV	14500	0000	632.46
			2699819		120425 INV	14500	0000	671.60
			2699820		120425 INV	14500	0000	224.00
			2699822		120425 INV	14500	0000	791.40
			2699825		120425 INV	14500	0000	164.95
			2699826		120425 INV	14500	0000	133.48
			2699829		120425 INV	14500	0000	143.97
			2699830		120425 INV	14500	0000	116.95
			2699831		120425 INV	14500	0000	116.95
			2699832		120425 INV	14500	0000	680.92
			2702522		121125 INV	14500	0000	261.00
			2702523		121125 INV	14500	0000	263.46
			2702524		121125 INV	14500	0000	324.96
			2702525		121125 INV	14500	0000	985.00
			2702527		121125 INV	14500	0000	822.06
			2702528		121125 INV	14500	0000	144.00
			2702529		121125 INV	14500	0000	152.00
			5132622		120425 INV	14500	0000	808.60
			5132623		120425 INV	14500	0000	1,944.00
			9671523		112025 INV	14500	0000	(126.00)
			2699808		120425 INV	42199	9791	6.40
			2699809		120425 INV	42199	9791	6.40
			2699810		120425 INV	42199	9791	6.40
			2697295		112625 INV	42199	9791	10.24
			2699802		120425 DEL	42199	9791	6.40
			2699801		120425 INV	42199	9791	1.28
			2699803		120425 INV	42199	9791	3.84
			2699804		120425 INV	42199	9791	6.40
			2699805		120425 INV	42199	9791	7.68
			2699806		120425 INV	42199	9791	5.12
			2699807		120425 INV	42199	9791	0.85
			2699814		120425 INV	42199	9791	1.49
			2699815		120425 INV	42199	9791	5.12
			2699816		120425 INV	42199	9791	21.76
			2699811		120425 INV	42199	9791	8.96
			2699812		120425 INV	42199	9791	8.32
			2699813		120425 INV	42199	9791	15.36
			2702522		121125 INV	42199	9791	2.56
			2702523		121125 INV	42199	9791	
			2702524		121125 INV	42199	9791	

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 609 LIQUOR								
			2702525		121125 INV	42199	9791	21.76
			2702527		121125 INV	42199	9791	19.20
			2702528		121125 INV	42199	9791	5.12
			2702529		121125 INV	42199	9791	1.49
			5132622		120425 INV	42199	9791	6.40
			5132623		120425 INV	42199	9791	11.52
			2702521		121125 DEL	42199	9791	1.92
			2702526		121125 DEL	42199	9791	12.16
			2694646		112025 DEL	42199	9792	0.64
			2697297		112625 INV	42199	9792	3.84
			2697298		112625 INV	42199	9792	2.56
			2697299		112625 INV	42199	9792	1.60
			2697300		112625 INV	42199	9792	8.96
			2697302		112625 INV	42199	9792	40.96
			2697301		112625 INV	42199	9792	5.12
			2697304		112625 INV	42199	9792	8.96
			2697305		112625 INV	42199	9792	22.08
			2686553		103025 INV	42199	9792	7.68
			2694649		112025 INV	42199	9792	1.28
			2694648		112025 INV	42199	9792	2.56
			2697303		112625 INV	42199	9792	11.52
			2699818		120425 DEL	42199	9792	6.40
			2699817		120425 INV	42199	9792	8.96
			2699819		120425 INV	42199	9792	6.40
			2699820		120425 INV	42199	9792	1.31
			2699822		120425 INV	42199	9792	11.52
			2699825		120425 INV	42199	9792	1.28
			2699826		120425 INV	42199	9792	0.64
			2699829		120425 INV	42199	9792	0.85
			2699830		120425 INV	42199	9792	1.92
			2699831		120425 INV	42199	9792	1.92
			2699832		120425 INV	42199	9792	10.24
			2697423		112625 INV	42199	9793	10.24
			2699942		120425 DEL	42199	9793	6.40
			2699944		120425 DEL	42199	9793	6.40
			2699943		120425 INV	42199	9793	2.56
				CHECK MAIN 2628(A) TOTAL FOR				27,677.23
12/20/2025	MAIN	2631(E)	1-601-946-592	MINNESOTA DEPARTMENT OF REVEN	NOVEMBER LIQUOR SALES TAX	20810	0000	84,810.00
					Total for fund 609 LIQUOR			367,

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	JANUARY 12, 2026

ITEM:	**Consideration of Resolution 2026-007, Sale of Bond Series 2026A.**
Presenting Item: *Mitchell Forney Community Development Director*	
DEPARTMENT: Community Development	**BY/DATE:** Mitchell Forney / January 12, 2026

CORE CITY STRATEGIES:

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
_Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
X Resilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

At its December 8, 2025, meeting, the city council adopted Resolution 2025-93 setting forth the January 12th, 2026, sale of bond series 2026A. The City's municipal advisor, Ehlers Inc. will obtain interest rate proposals for these bond sales from the financial markets prior to the meeting. At the 6 pm council meeting, city staff and consultants will present verbal and written reports summarizing the proposals. Typically, a recommendation will be provided to the council to accept the lowest bid and affirm the sale.

Included in the council packet is the draft of Resolutions 2026-007 prepared by the City's bond counsel to accept the terms of the sale. Following the council's action on this agenda item, the draft resolutions will be updated to reflect the actual proposal terms accepted.

For additional reference, the repayment source and financing purpose for these two bond issues as detailed in December 8th, 2025, council meeting packet and are repeated here:

> *Proposed refunding bond series 2026A will be repaid by funds from the private developer Alatus. This refunding bond replaces the outstanding bond series 2023A, to extend the time for Alatus to obtain permanent financing for their purchase of the former Rainbow shopping center property at 43rd and Central Ave NE. Until then, these bond issues are serving as temporary financing for that redevelopment. This bond series will not result in any additional special assessments or property taxes. This project is described more fully in various recent and upcoming EDA agenda items.*

STAFF RECOMMENDATION

Staff recommend approval of resolution 2026-007.

RECOMMENDED MOTION(S):

MOTION: Move to waive the reading of Resolution 2026-007, there being ample copies available to the public.
MOTION: Motion to adopt Resolution 2026-007, a resolution awarding the sale of taxable general obligation tax increment refunding bonds, series 2026a, in the original aggregate principal amount of **$7,490,000**; fixing their form and specifications; directing their execution and delivery; providing for their payment; authorizing the execution of documents in connection therewith; and providing for the payment of bonds refunded thereby.

ATTACHMENT(S)
1. Resolution 2026-007

CITY OF COLUMBIA HEIGHTS, MINNESOTA

RESOLUTION NO. 2026-_____

A RESOLUTION AWARDING THE SALE OF TAXABLE GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2026A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $~~_____~~7,490,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR THE PAYMENT OF BONDS REFUNDED THEREBY

BE IT RESOLVED By the City Council of the City of Columbia Heights, Anoka County, Minnesota (the "City"), as follows:

Section 1. Sale of Bonds.

1.01. Authorization. Pursuant to a resolution adopted by the City Council on December 8, 2025, the City authorized the sale of its Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 469 and 475, as amended, including Sections 469.174 through 469.1794, particularly Section 469.178, subdivision 5, and Section 475.67, subdivision 3 (collectively, the "Act"), to refund the City's Taxable General Obligation Temporary Tax Increment Refunding Bonds, Series 2023A (the "Temporary Bond"), dated December 14, 2023, issued in the original aggregate principal amount of $6,615,000. Proceeds of the Temporary Bond were used to refund the City's Taxable General Obligation Temporary Tax Increment Bonds, Series 2021A (the "Series 2021A Temporary Bond"), dated July 29, 2021, issued in the original aggregate principal amount of $5,935,000. The Temporary Bond is outstanding in the full principal amount and is subject to optional redemption on or after August 1, 2024. The City used the proceeds of the Temporary Bond and the Series 2021A Temporary Bond to provide temporary financing to pay all or a portion of the public redevelopment costs incurred or to be incurred within the Alatus TIF District (the "TIF District") established within the Downtown Central Business Redevelopment Project as identified in the tax increment financing plan for the TIF District, in the form of a bridge loan provided to Alatus Columbia Heights II LLC, a Delaware limited liability company, for land acquisition, demolition, and related loan transaction costs (the "Project Costs").

1.02. Award to the Purchaser and Interest Rates. A tabulation of proposals received for the purchase of the Bonds is attached hereto as EXHIBIT A. The proposal of ~~_____, _____, _____~~KeyBanc Capital Markets Incorporated, Cleveland, Ohio (the "Purchaser"), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $~~_____~~7,401,091.35 (par amount of $~~_____.00, [plus original issue premium of $_____,]~~ [7,490,000.00, less net original issue discount of $~~_____,]~~17,379.15, less underwriter's discount of $~~_____~~71,529.50), plus accrued interest, if any, to the date of delivery for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2029	4.500%	20402038	5.000%
2030	4.500	20412039	5.000
2031	4.500	20422040	5.000
2032	4.500	20432041	5.000
2033	4.500	20442042	5.000
2034	4.500	20452043	5.000
2035	4.500	20462044	5.000
2036	4.500	2047*	5.125
2037	4.500	20482050 *	5.200
2038		2049	
2039		2050	

* *Term Bond*

True interest cost: 5.1085477%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the Finance Director in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and the City Manager are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amount of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of $7,490,000, originally dated the date of delivery (which is anticipated to be January 27, 2026), in denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, , and which mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2029	$200,000	20402038	$300,000
2030	210,000	20412039	315,000
2031	220,000	20422040	330,000
2032	230,000	20432041	345,000
2033	240,000	20442042	365,000
2034	250,000	20452043	385,000
2035	265,000	20462044	400,000
2036	275,000	2047*	1,330,000
2037	285,000	20482050 *	1,545,000
2038		2049	
2039		2050	

* *Term Bond*

1.05. Optional Redemption. The City may elect on February 1, 2027, and on any date thereafter to prepay the Bonds. Redemption may be in whole or in part and if in part, at the option of the City and in such

manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments will be at a price of par plus accrued interest.

~~[~~1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, ~~20~~2047 and February 1, ~~20~~2050 shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, ~~20~~2047 Term Bond	Principal Amount
2045	$420,000
2046	445,000
2047*	465,000

* *Maturity*

February 1, ~~2046~~2050 Term Bond	Principal Amount
2048	$490,000
2049	515,000
2050*	540,000

* *Maturity*~~]~~

Section ~~[1.06] [~~1.07~~]~~. Combined Maturities. The maturity schedule of the Bonds, in combination with the maturity schedules of the City's other outstanding general obligation bonds, conforms to Section 475.54, subdivision 1 of the Act.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of the Bonds, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on such Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case such Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case such Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2027, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar" and "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of the Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of the Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated,

destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any Bond is called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, the Bonds will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bonds has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on the Bonds is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bonds.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director of the City as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Tax increment revenues resulting from increases in taxable valuation of real property in the TIF District (the "Tax Increment Revenues") received by the Columbia Heights Economic Development Authority (the "Authority") from the TIF District are pledged to the Debt Service Fund pursuant to the Pledge Agreement (hereinafter defined). There is also appropriated to the Debt Service Fund (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; ~~[and]~~ (ii) capitalized interest financed from Bond proceeds~~[~~; and (iii) rounding in the amount of $~~_____]~~1,489.52.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to pay the Temporary Bond on February 1, 2026, which is the maturity date of the Temporary Bond. Any balance remaining in the Redemption Fund after the payment in full of the Temporary Bond shall be deposited in the Debt Service Fund herein created for the Bonds.

4.03. Pledge Agreement. A Second Amended and Restated Tax Increment Pledge Agreement between the City and the Authority, to be dated the date of issuance and delivery of the Bonds (the "Pledge Agreement"), is hereby approved and shall be executed by the Mayor and the City Manager in substantially the form now on file with the City, with such additions, deletions, and other changes as are approved by the City Manager. The Pledge Agreement is to be executed and delivered in order to satisfy the requirements of Section 469.178, subdivision 2, Section 475.58, subdivision 1, and Section 475.61, subdivision 1 of the Act. The Pledge Agreement creates rights in the City and the Authority but is not intended to create duties or obligations of the City or the Authority to any other persons (including the beneficial or registered owners of the Bonds) with respect to the Tax Increment Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law, and is not intended to create rights in or claims by any other persons (including the beneficial or registered owners of the Bonds) with respect to the Tax Increment Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law. The Pledge Agreement amends and restates the Amended and Restated Tax Increment Pledge Agreement, dated the date of issuance of the Temporary Bond, which amends and restates the Tax Increment Pledge Agreement, dated the date of issuance of the Series 2021A Temporary Bond, between the City and the Authority.

4.04. Tax Increment Revenues. The estimated amount of the Tax Increment Revenues available to pay debt service on the Bonds is not less than twenty percent (20%) of the Project Costs. The total Project Costs are estimated to be at least equal to the amount of the Bonds.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Tax Increment Revenues when received.

4.06. Debt Service Coverage. It is hereby determined that the estimated collection of the Tax Increment Revenues for the payment of principal of and interest on the Bonds will produce at least five

percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.07. Prior Debt Service Fund. The debt service fund heretofore established for the Temporary Bond pursuant to the resolution providing for the issuance and sale of the Temporary Bond shall be closed following the payment of the Temporary Bond, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.08. Certificate of Manager of Property Records and Taxation as to Registration. The City Manager is authorized and directed to file a certified copy of this resolution with the Manager of Property Records and Taxation of Anoka County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Manager, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Closing Certificates. The Mayor, the City Manager, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Manager, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 6. Book-Entry System; Limited Obligation of City.

6.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each maturity set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

6.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a registered owner of Bonds, as shown by the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, or any amount with respect to principal of or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and the Paying Agent.

6.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

6.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interest in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

6.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments with

respect to principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 7. Continuing Disclosure.

7.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

7.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 8. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Approved this 12th day of January, 2026, by the City Council of the City of Columbia Heights, Minnesota.

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

ATTEST:

Sara Ion, City Clerk

EXHIBIT A

PROPOSALS

(Added graphics)



BID TABULATION

$7,635,000* Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A

City of Columbia Heights, Minnesota

SALE: January 12, 2026

AWARD: KEYBANC CAPITAL MARKETS INCORPORATED

Rating: S&P Global Ratings "AA" / Stable

Taxable - Non-Bank Qualified

NAME OF INSTITUTION	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
KEYBANC CAPITAL MARKETS INCORPORATED				$7,548,556.10	5.1090%
Cleveland, Ohio	2029	4.500%	4.150%		
	2030	4.500%	4.200%		
	2031	4.500%	4.250%		
	2032	4.500%	4.300%		
	2033	4.500%	4.350%		
	2034	4.500%	4.400%		
	2035	4.500%	4.450%		
	2036	4.500%	4.500%		
	2037	4.500%	4.550%		
	2038	5.000%	4.700%		
	2039	5.000%	4.750%		
	2040	5.000%	4.850%		
	2041	5.000%	4.900%		
	2042	5.000%	5.000%		
	2043	5.000%	5.050%		
	2044	5.000%	5.100%		
	2045[1]	5.125%	5.150%		
	2046[1]	5.125%	5.150%		
	2047[1]	5.125%	5.150%		
	2048[2]	5.200%	5.250%		
	2049[2]	5.200%	5.250%		
	2050[2]	5.200%	5.250%		

* Subsequent to bid opening the issue size was decreased to $7,490,000.
Adjusted Price: $7,401,091.35 Adjusted Net Interest Cost: $5,876,877.99 Adjusted TIC: 5.1085%

[1] $1,330,000 Term Bond due 2047 with mandatory redemption in 2045-2046.
[2] $1,545,000 Term Bond due 2050 with mandatory redemption in 2048-2049.

(Added graphics)

	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin	5.1765%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	5.1928%
RAYMOND JAMES & ASSOCIATES, INC. Memphis, Tennessee	5.2814%

EXHIBIT B

FORM OF BOND

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF COLUMBIA HEIGHTS

TAXABLE GENERAL OBLIGATION TAX INCREMENT REFUNDING BOND
SERIES 2026A

Rate	Maturity	Date of Original Issue	CUSIP
_____%	February 1, 20___	January 27, 2026	

Registered Owner: Cede & Co.

The City of Columbia Heights, Minnesota, a duly organized and existing municipal corporation in Anoka County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2027, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2027, and on any day thereafter to prepay the Bonds. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments will be at a price of par plus accrued interest.

~~[Insert Term Bond language, if applicable.]~~

The Bonds maturing on February 1, 2047 and February 1, 2050 shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund

redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date	
February 1, 2047 Term Bond	Principal Amount
2045	$420,000
2046	445,000
2047*	465,000

** Maturity*

February 1, 2050 Term Bond	Principal Amount
2048	$490,000
2049	515,000
2050*	540,000

** Maturity*

This Bond is one of an issue in the aggregate principal amount of $~~_____~~7,490,000, all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the City Council on January 12, 2026 (the "Resolution"), for the purpose of providing money to aid in refunding certain outstanding general obligations of the City, thereby providing permanent financing for public redevelopment costs of projects in the Alatus TIF District (the "TIF District") in the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 469 and 475, as amended, including Sections 469.174 through 469.1794, particularly Section 469.178, subdivision 5, and Section 475.67, subdivision 3. The principal hereof and interest hereon are payable primarily from tax increments resulting in increases in the taxable value of real property in the TIF District, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The Columbia Heights Economic Development Authority (the "Authority") has pledged the tax increments from the TIF District to the City for payment of the principal of and interest on the Bonds, pursuant to the terms of a Second Amended and Restated Tax Increment Pledge Agreement of even date herewith between the City and the Authority. The full faith and credit of the City is irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in tax increment revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for a Bond of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving

payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Columbia Heights, Anoka County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: January 27, 2026

CITY OF COLUMBIA HEIGHTS, MINNESOTA

(Facsimile)	(Facsimile)
Mayor	City Manager

CERTIFICATE OF AUTHENTICATION

This is a Bond delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of _____

Additional abbreviations may also be used though not in the above list.

_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	
_____		_____

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 1/12/2026 1:46:43 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4924-8833-8565/1/Col Hts Taxable GO TIF Ref 2026A Award Resolution.doc	
Modified DMS: nd://4924-8833-8565/2/Col Hts Taxable GO TIF Ref 2026A Award Resolution.doc	
Changes:	
Add	95
~~Delete~~	43
~~Move From~~	0
Move To	0
Table Insert	4
~~Table Delete~~	4
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	148

CITY OF COLUMBIA HEIGHTS, MINNESOTA

RESOLUTION NO. 2026-007

A RESOLUTION AWARDING THE SALE OF TAXABLE GENERAL OBLIGATION TAX INCREMENT REFUNDING BONDS, SERIES 2026A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,490,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR THE PAYMENT OF BONDS REFUNDED THEREBY

BE IT RESOLVED By the City Council of the City of Columbia Heights, Anoka County, Minnesota (the "City"), as follows:

Section 1. Sale of Bonds.

1.01. Authorization. Pursuant to a resolution adopted by the City Council on December 8, 2025, the City authorized the sale of its Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 469 and 475, as amended, including Sections 469.174 through 469.1794, particularly Section 469.178, subdivision 5, and Section 475.67, subdivision 3 (collectively, the "Act"), to refund the City's Taxable General Obligation Temporary Tax Increment Refunding Bonds, Series 2023A (the "Temporary Bond"), dated December 14, 2023, issued in the original aggregate principal amount of $6,615,000. Proceeds of the Temporary Bond were used to refund the City's Taxable General Obligation Temporary Tax Increment Bonds, Series 2021A (the "Series 2021A Temporary Bond"), dated July 29, 2021, issued in the original aggregate principal amount of $5,935,000. The Temporary Bond is outstanding in the full principal amount and is subject to optional redemption on or after August 1, 2024. The City used the proceeds of the Temporary Bond and the Series 2021A Temporary Bond to provide temporary financing to pay all or a portion of the public redevelopment costs incurred or to be incurred within the Alatus TIF District (the "TIF District") established within the Downtown Central Business Redevelopment Project as identified in the tax increment financing plan for the TIF District, in the form of a bridge loan provided to Alatus Columbia Heights II LLC, a Delaware limited liability company, for land acquisition, demolition, and related loan transaction costs (the "Project Costs").

1.02. Award to the Purchaser and Interest Rates. A tabulation of proposals received for the purchase of the Bonds is attached hereto as EXHIBIT A. The proposal of KeyBanc Capital Markets Incorporated, Cleveland, Ohio (the "Purchaser"), to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $7,401,091.35 (par amount of $7,490,000.00, less net original issue discount of $17,379.15, less underwriter's discount of $71,529.50), plus accrued interest, if any, to the date of delivery for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2029	4.500%	2038	5.000%
2030	4.500	2039	5.000
2031	4.500	2040	5.000
2032	4.500	2041	5.000
2033	4.500	2042	5.000
2034	4.500	2043	5.000
2035	4.500	2044	5.000
2036	4.500	2047*	5.125
2037	4.500	2050*	5.200

* *Term Bond*

True interest cost: 5.1085477%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the Finance Director in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and the City Manager are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amount of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of $7,490,000, originally dated the date of delivery (which is anticipated to be January 27, 2026), in denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, , and which mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2029	$200,000	2038	$300,000
2030	210,000	2039	315,000
2031	220,000	2040	330,000
2032	230,000	2041	345,000
2033	240,000	2042	365,000
2034	250,000	2043	385,000
2035	265,000	2044	400,000
2036	275,000	2047*	1,330,000
2037	285,000	2050*	1,545,000

* *Term Bond*

1.05. Optional Redemption. The City may elect on February 1, 2027, and on any date thereafter to prepay the Bonds. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 6 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments will be at a price of par plus accrued interest.

1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 2047 and February 1, 2050 shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 2047 Term Bond	Principal Amount
2045	$420,000
2046	445,000
2047*	465,000

* *Maturity*

February 1, 2050 Term Bond	Principal Amount
2048	$490,000
2049	515,000
2050*	540,000

* *Maturity*

Section 1.07. Combined Maturities. The maturity schedule of the Bonds, in combination with the maturity schedules of the City's other outstanding general obligation bonds, conforms to Section 475.54, subdivision 1 of the Act.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of the Bonds, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on such Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case such Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case such Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2027, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar" and "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of the Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of the Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any Bond is called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or

any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Minneapolis, Minnesota, as the initial Registrar. The Mayor and the City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Manager and executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, the Bonds will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bonds has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on the Bonds is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Manager will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bonds.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Manager is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director of the City as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Tax increment revenues resulting from increases in taxable valuation of real property in the TIF District (the "Tax Increment Revenues") received by the Columbia Heights Economic Development Authority (the "Authority") from the TIF District are pledged to the Debt Service Fund pursuant to the Pledge Agreement (hereinafter defined). There is also appropriated to the Debt Service Fund (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (ii) capitalized interest financed from Bond proceeds; and (iii) rounding in the amount of $1,489.52.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bonds, will be deposited in a separate fund (the "Redemption Fund") to be used solely to pay the Temporary Bond on February 1, 2026, which is the maturity date of the Temporary Bond. Any balance remaining in the Redemption Fund after the payment in full of the Temporary Bond shall be deposited in the Debt Service Fund herein created for the Bonds.

4.03. Pledge Agreement. A Second Amended and Restated Tax Increment Pledge Agreement between the City and the Authority, to be dated the date of issuance and delivery of the Bonds (the "Pledge Agreement"), is hereby approved and shall be executed by the Mayor and the City Manager in substantially the form now on file with the City, with such additions, deletions, and other changes as are approved by the City Manager. The Pledge Agreement is to be executed and delivered in order to satisfy the requirements of Section 469.178, subdivision 2, Section 475.58, subdivision 1, and Section 475.61, subdivision 1 of the Act. The Pledge Agreement creates rights in the City and the Authority but is not intended to create duties or obligations of the City or the Authority to any other persons (including the beneficial or registered owners of the Bonds) with respect to the Tax Increment Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law, and is not intended to create rights in or claims by any other persons (including the beneficial or registered owners of the Bonds) with respect to the Tax Increment Revenues or other revenues described or referenced in the Pledge Agreement, except to the extent required by applicable law. The Pledge Agreement amends and restates the Amended and Restated Tax Increment Pledge Agreement, dated the date of issuance of the Temporary Bond, which amends and restates the Tax Increment Pledge Agreement, dated the date of issuance of the Series 2021A Temporary Bond, between the City and the Authority.

4.04. Tax Increment Revenues. The estimated amount of the Tax Increment Revenues available to pay debt service on the Bonds is not less than twenty percent (20%) of the Project Costs. The total Project Costs are estimated to be at least equal to the amount of the Bonds.

4.05. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Tax Increment Revenues when received.

4.06. Debt Service Coverage. It is hereby determined that the estimated collection of the Tax Increment Revenues for the payment of principal of and interest on the Bonds will produce at least five

percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.07. Prior Debt Service Fund. The debt service fund heretofore established for the Temporary Bond pursuant to the resolution providing for the issuance and sale of the Temporary Bond shall be closed following the payment of the Temporary Bond, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.08. Certificate of Manager of Property Records and Taxation as to Registration. The City Manager is authorized and directed to file a certified copy of this resolution with the Manager of Property Records and Taxation of Anoka County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Manager, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Closing Certificates. The Mayor, the City Manager, and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Manager, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, the City Manager, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by Ehlers and Associates, Inc., the municipal advisor to the City, on the date of closing.

Section 6. Book-Entry System; Limited Obligation of City.

6.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each maturity set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

6.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a registered owner of Bonds, as shown by the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, or any amount with respect to principal of or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Manager of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Manager will promptly deliver a copy of the same to the Registrar and the Paying Agent.

6.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

6.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interest in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

6.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments with

respect to principal of, premium, if any, and interest on the Bonds and all notices with respect to the Bonds will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 7. Continuing Disclosure.

7.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

7.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 8. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Approved this 12th day of January, 2026, by the City Council of the City of Columbia Heights, Minnesota.

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

ATTEST:

Sara Ion, City Clerk

EXHIBIT A

PROPOSALS

BID TABULATION

$7,635,000* Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A

City of Columbia Heights, Minnesota

SALE: January 12, 2026

AWARD: KEYBANC CAPITAL MARKETS INCORPORATED

Rating: S&P Global Ratings "AA" / Stable

Taxable - Non-Bank Qualified

NAME OF INSTITUTION	MATURITY (February 1)	COUPON RATE	REOFFERING YIELD	PRICE	TRUE INTEREST RATE
KEYBANC CAPITAL MARKETS INCORPORATED				$7,548,556.10	5.1090%
Cleveland, Ohio	2029	4.500%	4.150%		
	2030	4.500%	4.200%		
	2031	4.500%	4.250%		
	2032	4.500%	4.300%		
	2033	4.500%	4.350%		
	2034	4.500%	4.400%		
	2035	4.500%	4.450%		
	2036	4.500%	4.500%		
	2037	4.500%	4.550%		
	2038	5.000%	4.700%		
	2039	5.000%	4.750%		
	2040	5.000%	4.850%		
	2041	5.000%	4.900%		
	2042	5.000%	5.000%		
	2043	5.000%	5.050%		
	2044	5.000%	5.100%		
	2045[1]	5.125%	5.150%		
	2046[1]	5.125%	5.150%		
	2047[1]	5.125%	5.150%		
	2048[2]	5.200%	5.250%		
	2049[2]	5.200%	5.250%		
	2050[2]	5.200%	5.250%		

* Subsequent to bid opening the issue size was decreased to $7,490,000.
Adjusted Price: $7,401,091.35 Adjusted Net Interest Cost: $5,876,877.99 Adjusted TIC: 5.1085%

[1] $1,330,000 Term Bond due 2047 with mandatory redemption in 2045-2046.
[2] $1,545,000 Term Bond due 2050 with mandatory redemption in 2048-2049.

NAME OF INSTITUTION	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin	5.1765%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	5.1928%
RAYMOND JAMES & ASSOCIATES, INC. Memphis, Tennessee	5.2814%

EXHIBIT B

FORM OF BOND

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF COLUMBIA HEIGHTS

TAXABLE GENERAL OBLIGATION TAX INCREMENT REFUNDING BOND
SERIES 2026A

Rate	Maturity	Date of Original Issue	CUSIP
_____%	February 1, 20___	January 27, 2026	

Registered Owner: Cede & Co.

The City of Columbia Heights, Minnesota, a duly organized and existing municipal corporation in Anoka County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2027, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2027, and on any day thereafter to prepay the Bonds. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments will be at a price of par plus accrued interest.

The Bonds maturing on February 1, 2047 and February 1, 2050 shall hereinafter be referred to collectively as the "Term Bonds." The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

February 1, 2047 Term Bond	Principal Amount
2045	$420,000
2046	445,000
2047*	465,000

* *Maturity*

February 1, 2050 Term Bond	Principal Amount
2048	$490,000
2049	515,000
2050*	540,000

* *Maturity*

This Bond is one of an issue in the aggregate principal amount of $7,490,000, all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the City Council on January 12, 2026 (the "Resolution"), for the purpose of providing money to aid in refunding certain outstanding general obligations of the City, thereby providing permanent financing for public redevelopment costs of projects in the Alatus TIF District (the "TIF District") in the City, pursuant to and in full conformity with the home rule charter of the City and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 469 and 475, as amended, including Sections 469.174 through 469.1794, particularly Section 469.178, subdivision 5, and Section 475.67, subdivision 3. The principal hereof and interest hereon are payable primarily from tax increments resulting in increases in the taxable value of real property in the TIF District, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The Columbia Heights Economic Development Authority (the "Authority") has pledged the tax increments from the TIF District to the City for payment of the principal of and interest on the Bonds, pursuant to the terms of a Second Amended and Restated Tax Increment Pledge Agreement of even date herewith between the City and the Authority. The full faith and credit of the City is irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in tax increment revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for a Bond of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the home rule charter of the City and the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional, charter, or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Columbia Heights, Anoka County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

Dated: January 27, 2026

CITY OF COLUMBIA HEIGHTS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Manager

CERTIFICATE OF AUTHENTICATION

This is a Bond delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor)
TEN ENT -- as tenants by entireties	under Uniform Gifts or Transfers to Minors Act, State of _____
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the above list.

_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

THE CITY OF COLUMBIA HEIGHTS
REDISCOVER THE HEIGHTS

CITY COUNCIL MEETING

AGENDA SECTION	ITEMS FOR CONSIDERATION
MEETING DATE	JANUARY 5, 2026

ITEM:	**Consideration of the Development Assistance Agreement for 4300 Central Ave Ne**
Presenting Item: *Mitchell Forney, Community Development Director*	
DEPARTMENT: Community Development	**BY/DATE:** Mitchell Forney **/** January 5, 2026

CORE CITY STRATEGIES:

_Community that Grows with Purpose and Equity
_High Quality Public Spaces
_Safe, Accessible and Built for Everyone
_Engaged, Effective and Forward-Thinking
XResilient and Prosperous Economy
_Inclusive and Connected Community

BACKGROUND

Over the last several months, the City Council and the Economic Development Authority (EDA) have been working with Alatus to extend the loan terms for the 4300 Central Avenue redevelopment project, transition from temporary to permanent tax increment financing (TIF) bonds, and pledge project-generated TIF revenues to repay the reissued bonds. At this meeting, the City Council will review bids and consider approval of the bond sale associated with this effort.

As part of the transition from temporary bonds to permanent TIF bonds, state law requires the City and the developer to enter into a Development Assistance Agreement (DAA). The attached Development Assistance Agreement establishes the framework under which the City's financial assistance is provided and sets clear expectations related to project timing, coordination, and performance. The agreement is intended to work in tandem with the City's existing loan to the developer to mitigate financial risk associated with issuing permanent bonds while continuing to support the redevelopment of this key site.

The Development Assistance Agreement outlines the overall project scope, which includes a multi-phase, mixed-use redevelopment of the approximately 12-acre site at 4300 Central Avenue NE. Phase 1 consists of a market-rate/workforce housing apartment development with structured parking. A future Phase 2 may include senior housing and/or commercial uses, depending on market conditions and project feasibility.

The agreement also documents the public assistance being provided, including the issuance of approximately $7.635 million in permanent TIF bonds (Series 2026A). These bonds will refinance the previously issued temporary TIF bonds and cover the bridge loan used for the acquisition of the property. The agreement requires the developer to repay this loan through private financing, and it establishes clear remedies for the City should the developer fail to meet required financing or construction milestones.

Key development deadlines are included in the agreement, such as obtaining necessary approvals and permits, commencing construction of Phase 1, and achieving substantial completion. These benchmarks are

critical to ensuring the project continues to move forward in a timely manner and that TIF revenues are generated as anticipated.

To further protect the City's financial interests, the agreement requires the developer to enter into an assessment agreement that establishes a minimum taxable market value for the property. This provision helps safeguard projected TIF revenues that will be used to repay the bonds. The agreement also outlines standard developer obligations, including payment of EDA administrative costs, compliance with zoning, environmental, and permitting requirements, maintenance of insurance, timely payment of property taxes, and construction of the project in accordance with approved plans.

Overall, the Development Assistance Agreement serves as the primary risk-management tool for the City and EDA as the project moves forward. It clearly defines roles and responsibilities, establishes enforceable deadlines, and provides the City with the ability to suspend assistance or pursue loan and mortgage remedies if project obligations are not met. This structure allows the City to continue supporting redevelopment of the site while maintaining appropriate fiscal safeguards.

STAFF RECOMMENDATION

Staff recommend approval of Resolution 2025-008. The Development Assistance Agreement is a necessary component of the permanent bond issuance and is essential in mitigating risk for the City as it proceeds with the Series 2026A bond reissuance and the overall redevelopment of the 4300 Central Avenue site.

RECOMMENDED MOTION(S):
MOTION: Move to waive the reading of Resolution 2026-008, there being ample copies available to the public. MOTION: Motion to adopt Resolution 2026-008, a resolution approving a development assistance agreement with the Columbia Heights Economic Development Authority and Alatus Columbia Heights II LLC

ATTACHMENT(S)

1. Resolution 2026-008
2. Development Assistance Agreement

CITY OF COLUMBIA HEIGHTS, MINNESOTA

RESOLUTION NO. 2026-008

RESOLUTION APPROVING A DEVELOPMENT ASSISTANCE AGREEMENT WITH THE COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY AND ALATUS COLUMBIA HEIGHTS II LLC

BE IT RESOLVED by the by the City Council of the City of Columbia Heights, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. The City and the Columbia Heights Economic Development Authority (the "Authority") have previously established the Alatus Tax Increment Financing District (the "TIF District"), a redevelopment district within the Downtown Central Business Redevelopment Project in the City, and approved a tax increment financing plan therefor, all in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, as amended.

1.02. Alatus Columbia Heights II LLC, a Delaware limited liability company (the "Developer"), owns certain property located in the TIF District (the "Developer Parcel"), and the City owns certain property also located in the TIF District legally described in EXHIBIT B attached to the Agreement hereinafter defined (the "City Parcel" and together with the Developer Parcel, the "Development Property"). If necessary for the purpose of developing a multi-phased mixed-use development project on the Development Property, currently anticipated to include high-density residential housing, medium-density residential housing, commercial/retail space, and public open space (the "Project"), the City will convey the City Parcel to the Authority, for conveyance by the Authority to the Developer pursuant to an amendment to the Agreement.

1.03. To make the Project financially feasible, the City provided a bridge loan to the Developer of the proceeds of the City's Taxable General Obligation Temporary Tax Increment Bond, Series 2021A, issued by the City on July 21, 2021 in the original aggregate principal amount of $5,935,000 (the "Series 2021A Temporary TIF Bond"), which the Developer used to purchase the Developer Parcel and pay costs of demolition and related loan transaction costs. The Series 2021A Temporary TIF Bond was redeemed and prepaid by the City's Taxable General Obligation Temporary Tax Increment Refunding Bonds, Series 2023A, issued by the City on December 14, 2023, in the original aggregate principal amount of $6,615,000 (the "Series 2023A Temporary TIF Bond"). The City anticipates issuing its Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A, on or about January 27, 2026, in the original aggregate principal amount of $7,635,000 (the "Series 2026A TIF Bond"), to redeem and prepay the Series 2023A Temporary TIF Bond.

1.04. The Series 2026A TIF Bond is payable primarily from the tax increments derived from the Development Property and the improvements thereon, as further described in that certain Development Assistance Agreement (the "Agreement") between the Authority, the City, and the Developer.

1.05. There has been presented to the City Council a form of the Agreement, which also includes a form of a Minimum Assessment Agreement (the "Assessment Agreement") to be executed and delivered by the Developer, the Authority, and the tax assessor for each phase of the Project, including in particular, a multifamily housing development currently anticipated to consist of approximately 275 market-rate and/or

workforce apartment housing units and parking to be constructed by the Developer on the Developer Parcel ("Phase 1"), as further described in the Agreement.

1.06. The City believes that Phase 1 of the Project is in the best interests of the City and will help alleviate a housing shortage in the City.

Section 2. Agreement.

2.01. The City Council hereby approves the Agreement substantially in accordance with the terms set forth in the form presented to the City Council, together with any related documents necessary in connection therewith, including the Assessment Agreement, and without limitation all documents, exhibits, certifications or consents referenced in or attached to the Agreement (collectively, the "Development Documents") and hereby authorizes the Mayor and the City Manager (the "Authorized Officers") to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied.

2.02. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the Authorized Officers prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the Authorized Officers shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act on their behalf.

2.03. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

2.04. The City Council hereby authorizes staff of the City and the Authority and the City's and the Authority's advisors and legal counsel to proceed with the implementation of this resolution and the Agreement and the Assessment Agreement and to negotiate, draft, and prepare all further plans, resolutions, documents and contracts necessary for this purpose.

Section 3. Future Amendments. The authority to approve, execute and deliver future amendments to the Development Documents entered into by the City and consents required under the Development Documents is hereby delegated to the Authorized Officers, subject to the following conditions: (a) such amendments or consents do not materially adversely affect the interests of the City; (b) such amendments or consents do not contravene or violate any policy of the City, and (c) such amendments or consents are acceptable in form and substance to the City Attorney or the counsel retained by the City to review such amendments. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the Authorized Officers shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof.

Section 4. Effective Date. This resolution shall be effective upon approval.

Approved this 12th day of January, 2026, by the City Council of the City of Columbia Heights, Minnesota.

Offered by:
Seconded by:
Roll Call:

Amáda Márquez Simula, Mayor

ATTEST:

Sara Ion, City Clerk

Third Draft
January 7, 2026

DEVELOPMENT ASSISTANCE AGREEMENT

BETWEEN

COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY,

CITY OF COLUMBIA HEIGHTS

AND

ALATUS COLUMBIA HEIGHTS II LLC

This document drafted by:
Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 4
Section 1.1. Definitions 4
ARTICLE II REPRESENTATIONS AND WARRANTIES 9
Section 2.1. Representations and Warranties of the EDA and City 9
Section 2.2. Representations and Warranties of the Developer 9
ARTICLE III PROPERTY ACQUISTION; PUBLIC COSTS
Section 3.1. Status of the Development Property. 10
Section 3.2. Public Improvements 10
Section 3.3. Permanent TIF Bonds 10
ARTICLE IV PHASE 1 OF THE PROJECT 12
Section 4.1. Construction Plans. 12
Section 4.2. Commencement and Completion of Construction of the Phase 1 Project. 13
Section 4.3. Phase 1 Project Certificate of Completion 13
Section 4.4. Phase 1 Project Project Scope and Costs. 14
Section 4.5. Execution of Phase 1 Assessment Agreement 14
ARTICLE V ADDITIONAL RESPONSIBILIES OF THE DEVELOPER 16
Section 5.1. Developer to Pay EDA's Fees and Expenses 16
Section 5.2. Compliance with Environmental Requirements 16
Section 5.3. Public Utilities 17
Section 5.4. Payment of Taxes 17
Section 5.5. Compliance with PUD and Development Contract 18
Section 5.6. Insurance 18
Section 5.7. No Business Subsidy 20
ARTICLE VI EVENTS OF DEFAULT 21
Section 6.1. Events of Default Defined. 21
Section 6.2. Remedies on Default 21
Section 6.3. No Remedy Exclusive 22
Section 6.4. No Implied Waiver 22
Section 6.5. Indemnification of City and EDA 22
Section 6.6. Reimbursement of Attorneys' Fees 23
ARTICLE VII ADDITIONAL PROVISIONS 24
Section 7.1. Restrictions on Use 24
Section 7.2. Reports 24
Section 7.3. Limitations on Transfer and Assignment 24
Section 7.4. Conflicts of Interest 24
Section 7.5. Titles of Articles and Sections 24
Section 7.6. Notices and Demands 24
Section 7.7. No Additional Waiver Implied by One Waiver 25
Section 7.8. Counterparts 25

Section 7.9. Law Governing 25
Section 7.10. Term; Termination 25
Section 7.11. Provisions Surviving Rescission, Expiration or Termination 26
Section 7.12. Superseding Effect 26
Section 7.13. Relationship of Parties 26
Section 7.14. Venue 26
Section 7.15. Merger 26
Section 7.16. Interpretation; Concurrence 26
Section 7.17. Government Data 27

EXHIBIT A DESCRIPTION OF TIF DISTRICT A-1
EXHIBIT B LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY B-1
EXHIBIT C FORM OF ASSESSMENT AGREEMENT C-1
EXHIBIT D FORM OF CERTIFICATE OF COMPLETION D-1

DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT, made as of the ___ day of January, 2026 (the "Agreement"), by and between the Columbia Heights Economic Development Authority (the "EDA" or "Authority"), a public body corporate and politic organized and existing under the laws of the State of Minnesota, the City of Columbia Heights, a Minnesota municipal corporation (the "City"), and Alatus Columbia Heights II LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081, as amended (the "EDA Act"), and was authorized to transact business and exercise its powers by a resolution (the "Enabling Resolution") of the City; and

WHEREAS, under the EDA Act and the Enabling Resolution, the EDA has all the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 to 469.047, as amended (the "HRA Act"); and

WHEREAS, pursuant to the EDA Act and the HRA Act, the EDA is authorized to acquire real property, or interests therein, and to undertake certain activities to facilitate the redevelopment of real property by private enterprise; and

WHEREAS, pursuant to the EDA Act and the HRA Act, the EDA has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the City, and in connection therewith created the Downtown Central Business Redevelopment Project (the "Redevelopment Project") within the City and adopted a Downtown CBD Revitalization Plan therefor (the "Redevelopment Plan" or "Revitalization Plan"); and

WHEREAS, the EDA entered into a Preliminary Development Agreement with Alatus LLC, a Minnesota limited liability company ("Alatus"), executed on or about May 3, 2021 (the "Preliminary Agreement"), under which the EDA and Alatus agreed to work toward a definitive development agreement regarding the Development Property (as hereinafter defined) and consider the use of tax increment financing under Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act"), or other public financial assistance to offset a portion of the public costs of the Project (as hereinafter defined); and

WHEREAS, Developer is an affiliate of Alatus and has assumed all of the rights and obligations of Alatus under the Preliminary Agreement; and

WHEREAS, pursuant to the provisions of the TIF Act, the City and the EDA have created, within the Redevelopment Project, the Alatus Tax Increment Financing District, a redevelopment tax increment financing district (the "TIF District"), which includes the property described in **Exhibit A** attached hereto (the "TIF District Property"), and has adopted a tax increment financing

plan therefor approved by the City Council of the City on June 14, 2021 (the "TIF Plan"), which provides for the use of tax increment financing in connection with certain development within the Redevelopment Project and TIF District; and

WHEREAS, pursuant to the terms and conditions of a Fourth Amended and Restated Loan Agreement, dated December 8, 2025, which amended and restated a Third Amended and Restated Loan Agreement, dated July 31, 2025, which amended and restated a Second Amended and Restated Loan Agreement, dated December 14, 2023, which amended and restated an Amended and Restated Loan Agreement, dated June 30, 2023, which amended and restated a Loan Agreement, dated July 29, 2021 (collectively, the "City Bridge Loan Agreement"), each between the City and the Developer, the City modified certain terms of a loan made to the Developer in the sum of $7,635,000 (the "City Bridge Loan"), representing proceeds from the Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A, to be issued by the City on or about January 27, 2026 in the anticipated original aggregate principal amount of $7,635,000 (the "Series 2026A TIF Bond"), which are proposed to be applied to the redemption and prepayment on or before February 1, 2026 of the Taxable General Obligation Temporary Tax Increment Refunding Bonds, Series 2023A, issued by the City on December 14, 2023 in the original aggregate principal amount of $6,615,000 (the "Series 2023A Temporary TIF Bond"), which Series 2023A Temporary TIF Bond redeemed and prepaid the Taxable General Obligation Temporary Tax Increment Bond, Series 2021A, issued by the City on July 21, 2021 in the original aggregate principal amount of $5,935,000 (the "Series 2021A Temporary TIF Bond"); and

WHEREAS, the proceeds of the City Bridge Loan were applied by the Developer to finance the acquisition of certain property within the TIF District, located at 4300 Central Avenue NE in the City and legally described in **Exhibit B** attached hereto (the "Developer Parcel"), costs of demolition, and related loan transaction costs, pursuant to the terms and conditions of the City Bridge Loan Agreement; and

WHEREAS, the Series 2026A TIF Bond is payable primarily from Tax Increments (as defined herein); and

WHEREAS, the City Bridge Loan is evidenced by a Fourth Amended and Restated Promissory Note, dated December 8, 2025, which amended and restated a Third Amended and Restated Promissory Note, dated July 31, 2025, which amended and restated a Second Amended and Restated Promissory Note, dated December 14, 2023, which amended and restated an Amended and Restated Promissory Note, dated June 30, 2023, which amended and restated a Promissory Note, dated July 29, 2021 (collectively, the "City Bridge Note"), payable by the Developer to the City, and the City Bridge Note is secured by a Fourth Amended and Restated Mortgage, dated December 8, 2025, which amended and restated a Third Amended and Restated Mortgage, dated July 31, 2025, which amended and restated a Second Amended and Restated Mortgage, dated December 14, 2023, which amended and restated an Amended and Restated Mortgage, dated June 30, 2023, which amended and restated a Mortgage, dated July 29, 2021 (collectively, the "City Bridge Mortgage"), made by the Developer in favor of the City; and

WHEREAS, the Developer has represented to the City that it anticipates repaying the City Bridge Loan from proceeds of short-term financing, long-term mortgage financing, a bridge loan with

a long-term take-out financing commitment, or a combination of the foregoing (the "Developer Financing"); and

WHEREAS, the City owns certain real property within the TIF District, located adjacent to the Developer Parcel and legally described in **Exhibit B** attached hereto (the "City Parcel"), which property the EDA intends to acquire from the City and convey to the Developer if necessary for the Project, and which the Developer intends to construct or cause to be constructed thereon and on the Developer Parcel (together, the City Parcel and the Developer Parcel constitute the "Development Property"), in multiple phases, a mixed-use development project, including high-density residential housing, medium-density residential housing, commercial/retail space, Public Improvements and public open space (as more specifically described herein, the "Project"); and

WHEREAS, the Developer has requested that the City and EDA provide additional tax increment financing to assist the Developer with certain additional costs of the Project in order to fill the remaining gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs shall have the meaning set forth in Section 6.1;

Affiliate means with respect to the Developer or any permitted assigns, (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the Developer, and (b) any successor to the Developer by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of the Developer (or such Affiliate). For the purpose hereof the words "controlling", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of 50% or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise;

Agreement means this Development Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means collectively or alternatively as applicable, one or more agreements, in substantially the form of the agreement contained in **Exhibit C** attached hereto and made a part of this Agreement, between the Developer and the EDA and including the attached certification by the assessor for the County, entered into pursuant to Sections 4.5 of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value for the portion of the Development Property on which the applicable phase is located for calculation of real property taxes as determined by the assessor for the County as of January 2 of the agreed upon year, as further set forth in the applicable Assessment Agreement;

Authority means the EDA.

Available Tax Increment means, on each Payment Date, the Tax Increments attributable to the TIF District Property and paid to the EDA by the County in the six (6) months preceding the Payment Date after first deducting therefrom ten percent (10%) of the Tax Increments to be used to reimburse the EDA for administrative expenses. Available Tax Increment shall not include any Tax Increments if, as of any Payment Date, there is an uncured Event of Default under this Agreement.

Board means the Board of Commissioners of the EDA;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means, collectively or alternatively as applicable, the date on which the Phase 1 Project Certificate of Completion as defined in Section 4.3 ;

City means the City of Columbia Heights, Minnesota;

City Council means the City Council of the City;

City Parcel means the real property legally described under the heading "City Parcel" on **Exhibit B** attached hereto;

Completion Date means the date on which the Certificate of Completion with respect to the Phase 1 Project is executed by the EDA pursuant to Section 4.3 ;

Construction Documents means, separately or collectively as applicable, the following documents, all of which shall be in form and substance acceptable to City: (a) evidence satisfactory to City showing that the applicable Project conforms to the zoning, subdivision and building code laws and ordinances, including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any, and (c) a copy of the executed general contractor's contract for the Project, if any;

Construction Plans means, separately or collectively as applicable, the plans, specifications, drawings and related documents for the construction of the Project which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City and include all plans identified in the PUD and the Development Contract and are consistent with the requirements of this Agreement;

County means Anoka County, Minnesota;

Design Drawings means, separately or collectively as applicable, the floor plans, renderings, elevations and material specifications for the Project, as applicable, to be prepared by the applicable architect;

Developer means Alatus Columbia Heights II LLC, a Delaware limited liability company, and its authorized successors and assigns;

Development Contract means any Planning Development Agreement for the Development Property to be entered into by and between the City and the Developer, regarding the construction of the Project and related public infrastructure;

Development Property means, collectively, the Developer Parcel and the City Parcel to the extent development of the City Parcel is necessary for the Phase 2 Project;

EDA means the Columbia Heights Economic Development Authority and its authorized successors and assigns;

Environmental Law means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (a) a release or threatened release of any Hazardous Material,

(b) pollution or protection of public health or the environment or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material;

Event of Default means any of the events described in Section 7.1 hereof;

Executive Director means the executive director of the EDA;

Hazardous Material means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law;

Indemnified Parties means the City and the EDA and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof;

Legal Requirements means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, any approved site plan for any portion of the Development Property, the Americans With Disabilities Act (ADA), and any Environmental Law;

Organizational Documents shall mean the following which shall be in form and substance acceptable to the EDA and the City: (a) Articles of Incorporation, Articles of Organization or Operating Agreement of the Developer, (b) a Certificate of Good Standing from the Minnesota Secretary of State dated no earlier than 30 days prior to the date of the applicable Closing in which the Developer acquires property from the EDA hereunder; and (c) an opinion of counsel for the Developer stating that (i) the Developer is duly organized and existing under the laws of its state of organization or incorporation, and (ii) that each of the Developer's Documents have been duly executed and delivered and are the legal and binding obligations of the Developer, enforceable in accordance with their respective terms, subject to matters of bankruptcy, stay, insolvency, reorganization or other laws relating to or affecting creditors' rights generally or by principles of equity;

Permanent TIF Bonds means, as the context requires (i) the Series 2026A Bond; (ii) any bonds or obligations issued to finance any portion of the Project; and (iii) any bonds or obligations issued to refund the Permanent TIF Bonds (including, in the case of an interfund loan, any obligation to refinance such loan through issuance of an obligation to third parties).

Phase 1 Development Property means the property legally described in **Exhibit B** attached hereto and in Exhibit A attached to the Phase 1 Assessment Agreement described in Section 4.5 of this Agreement;

Phase 1 Project means Phase 1 of construction on the Development Property including but not limited to a multifamily housing project including approximately 275 market rate and/or workforce housing units (60-80% AMI), plus approximately 350 structured parking stalls, to be constructed or caused to be constructed by the Developer on the Phase I Development Property as part of the Phase I Project;

Phase 2 Project means Phase 2 of construction on the Development Property currently anticipated to include senior housing and/or commercial/retail space, plus parking, the specific plans for which shall be set determined collaboratively between the parties;

TIF Bonds Pledged Tax Increments means, on each Payment Date, 100% of the Tax Increments attributable to the TIF District Property and paid to the EDA by the County;

Preliminary Agreement means the Preliminary Development Agreement between the EDA and Alatus LLC, a Minnesota limited liability company), executed on or about May 3, 2021, which has been **[assigned to][assumed by]** the Developer;

Project means, together or separately as the context requires, the Phase 1 Project and the Phase 2 Project and any additional phase of the Project to be set forth in an amendment to this Agreement;

Public Improvements means the anticipated construction of infrastructure, including but not limited to stormwater improvements, public roadway/traffic improvements and sanitary sewer improvements including related design, survey, and engineering work, and site preparation work performed by the Developer on the Development Property in connection with the Project, subject to final determination of the scope of the Project;

PUD means the Planned Unit Development Agreement for the Development Property to be adopted pursuant to a resolution and ordinance approved by the City Council following the execution and delivery of this Agreement;

Redevelopment Plan or Revitalization Plan means the Downtown CBD Revitalization Plan for the Redevelopment Project, as amended;

Redevelopment Project means the Downtown Central Business Redevelopment Project, established by the EDA pursuant to the TIF Act;

Series 2026A TIF Bond means the Taxable General Obligation Tax Increment Refunding Bonds, Series 2026A, to be issued by the City on or about January 27, 2026 in the anticipated original aggregate principal amount of $7,635,000, is payable primarily from Tax Increments.

Site Plan means the site plan prepared for the Development Property [to be] approved by the City;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the EDA in accordance with the TIF Act including, without limitation, Minnesota Statutes, Section 469.177; Section 469.176, Subd. 4h; and Section 469.175, Subd. 1a, as the same may be amended from time to time, or are otherwise allocated to other taxing jurisdictions pursuant to the TIF Act;

Termination Date means the date that the Permanent TIF Bonds have been paid in full, redeemed or defeased in accordance with their terms;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means the Alatus Tax Increment Financing District consisting of the TIF District Property, which was established as a redevelopment district under the TIF Act;

TIF District Property means the property included in the TIF District, which includes the property described in **Exhibit A** attached hereto, comprised of the Development Property and any additional property listed in the TIF Plan.

TIF Plan means the tax increment financing plan approved for the TIF District;

Title Company means [Commercial Partners Title, a Division of Chicago Title Insurance Company, a Florida corporation], or another title company designated by Developer;

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, pandemic, acts of God, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (excluding the EDA or the City exercising its rights under this Agreement, the PUD, the Development Contract or policies or other documents related to the Project but including actions taken by the Minnesota Department of Transportation ("MnDOT") and the Mississippi Watershed Management Organization ("MWMO")), which directly result in delays, acts of the public enemy, discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery. In the event of an Unavoidable Delay, the applicable dates or deadlines that are subject to Unavoidable Delays as provided herein shall be extended by one (1) calendar day for each corresponding calendar day the applicable Unavoidable Delay is in effect.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the EDA and the City.

(a) The EDA a public body corporate and politic and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(c) The EDA and the City have taken the actions necessary to establish the TIF District as a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10.

(d) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan and the TIF Plan.

(e) The EDA has authorized, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for certain eligible costs incurred in connection with the Project as further provided in this Agreement.

(f) The EDA and City have taken all action necessary to approve this Agreement and to authorize the execution and delivery of this Agreement, and any other documents or instruments required to be executed and delivered by the EDA and the City, respectively, pursuant to this Agreement.

(g) Except as otherwise provided herein, the EDA and the City make no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(a) The Developer is a limited liability company, duly and validly organized and existing in good standing under the laws of the State of Delaware, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(b) The Developer has acquired fee title to the Developer Parcel and, subject to the terms and conditions of an amendment to this Agreement, the Developer will acquire fee title to the City Parcel if necessary, and will cause each phase of Project to be constructed in accordance with the terms of this Agreement, as amended, the Redevelopment Plan, the PUD (once adopted), the Development Contract, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(c) The Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(d) Subject to the terms and conditions of this Agreement, the Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The Developer understands that the EDA and the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that neither the City nor the EDA has represented that development of the Development Property will be favored over the development of other properties.

(g) To the Developer's knowledge, no member of the Board, or Councilmember of the City, or officer of the EDA or the City, has either a direct or indirect financial interest in this Agreement, nor will any Commissioner of the EDA, Councilmember of the City, or officer of the City or the EDA, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

ARTICLE III

PROPERTY ACQUISTION; PUBLIC COSTS

Section 3.1. Status of the Development Property. (a) The Development Property consists of the parcels described in Exhibit B, including a parcel owned by the Developer and an adjacent parcel owned by the City. As of the date of this Agreement, (i) the Developer owns the Developer Parcel, which it acquired from a third party during the term of the Preliminary Agreement, and (ii) the City owns the City Parcel and has approved the conveyance of title to and possession of thereof to the EDA pursuant to applicable City procedures. If following the execution and delivery of this Agreement the parties to this Agreement determine that the City Parcel is necessary for the Project, the City shall amend and restate this Agreement to reflect the sale of the City Parcel to the Developer.

(b) Not later than June 1, 2027, the Developer shall have satisfied all conditions necessary to obtain a building permit for the Phase I Project, including without limitation, obtaining City approval of a Planned Unit Development ordinance ("PUD") for the Development Property and enter into a Planning Development Agreement for the Development Property (the "Development Contract") with the City satisfactory to the City, which PUD and Development Contract, when in final form, shall be incorporated into this Agreement by reference.

Section 3.2. Public Improvements. The Developer, the City of Columbia Heights and the Authority will work collaboratively to determine the scope and requirements of the Public Improvements, financing for the Public Improvements, and the schedule for construction of the Public Improvements. The Public Improvements will be constructed in accordance with the PUD and the Development Contract and any default by the Developer thereunder shall be considered an Event of Default under this Agreement, the City Bridge Loan Agreement, the City Bridge Note, and the City Bridge Mortgage and the City may exercise its remedies thereunder after the applicable notice and cure period provided in the PUD and the Development Contract. If necessary, as determined by the City or the Authority, this Agreement will be amended and restated to reflect their final scope.

Section 3.3. Permanent TIF Bonds. (a) *Generally*. The City will issue the Permanent TIF Bonds on or about January 27, 2026.

(b) *Payments*. The Permanent TIF Bonds have a final maturity of February 1, 20**[50]**, will be callable at a date determined by the City and its municipal advisor to ensure reasonable interest rates on such bonds, and will be secured by a pledge of TIF Bonds Pledged Tax Increments and proceeds from the repayment of the City Bridge Note. If (i) construction of the Phase 1 Project or Public Improvements has not commenced by September 1, 2027, or (ii) the Developer has not repaid the City Bridge Note by December 15, 2028, the City may exercise its remedies under the City Bridge Loan Agreement, the City Bridge Note, and the City Bridge Mortgage.

ARTICLE IV

PHASE 1 OF THE PROJECT

Section 4.1. Construction Plans.

(a) Prior to the commencement of construction of the Phase 1 Project, but not later than July 1, 2027, the Developer will deliver to the EDA the Construction Plans, Construction Documents and an associated sworn construction cost statement certified by the Developer and the general contractor all with respect to the Phase 1 Project. The Construction Plans shall be consistent with the Redevelopment Plan, this Agreement, the PUD and the Development Contract (as executed and delivered), all applicable State and local laws and regulations, and the Site Plan and Design Drawings previously submitted to the EDA and shall provide for design, quality, materials, building finishes, site layout and amenities substantially similar to those which were presented to the City and shared publicly in connection with the Developer's request for tax increment financing assistance and identified on the preliminary building elevations and site layout. The City's building official and the **[Executive Director]**, on behalf of the EDA shall promptly review any Construction Plans upon submission and, within 10 business days, deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City's building official and the **[Executive Director]** on behalf of the EDA shall approve the Construction Plans only if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement and the PUD, and the Development Contract (as executed and delivered); (ii) the Construction Plans are consistent with the goals and objectives of the Redevelopment Plan and the TIF Plan; (iii) the Construction Plans comply with the Site Plan and Design Drawings; (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations; and (v) the Construction Plans provided to the City are complete and final and meet all requirements necessary for the City to issue a building permit. If the Construction Plans are not approved by the EDA, then the Developer shall make such changes as the EDA may reasonably require and resubmit the Construction Plans to the EDA for approval, which will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

(b) No changes shall be made to the Construction Plans for the Phase 1 Project without the EDA's prior written approval, unless the aggregate of such changes do not increase or decrease the Phase 1 Total Development Costs by more than 15% or materially alter the Construction Plans (as described in the following sentence), in particular, no changes which materially alter (a) the Phase 1 Site Plan, (b) exterior appearance, (c) quality, (d) exterior materials, (e) number of units or (f) number of parking spaces included in the Design Drawings and Construction Plans shall be made without the EDA's prior written consent. The approval of the EDA will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed.

(c) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA does not constitute a representation or warranty by the EDA that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the

requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any City department.

(d) If the Developer does not commence construction of the Phase 1 Project or Public Improvements by September 1, 2027, the Authority shall have the ability in its sole and absolute discretion to terminate this Agreement and exercise its remedies under the City Bridge Loan Agreement, the City Bridge Mortgage, and the City Bridge Note.

Section 4.2. Commencement and Completion of Construction of the Phase 1 Project.

(a) Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Phase 1 Project by September 1, 2027 and, barring Unavoidable Delays, the Phase 1 Project will be substantially completed by December 31, 2030.

(b) For the purpose hereof, "Commence" shall mean beginning of physical improvement to the Property, including installation of utilities and "Complete" shall mean that the construction is sufficiently complete for the issuance of a Certificate of Occupancy and a Certificate of Completion as provided in Section 4.3 hereof.

(c) The Phase 1 Project will be constructed or caused to be constructed by the Developer on the Development Property in conformity with this Agreement, the Construction Plans approved by the City pursuant to Section 4.1 hereof, and the PUD and the Development Contract as executed and delivered. Upon the request of the EDA, and subject to the general contractor's and Developer's reasonable construction site safety program and procedures, the Developer will provide the EDA reasonable access to any construction site on the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the EDA from time to time as reasonably requested by the EDA.

Section 4.3 Phase 1 Certificate of Completion. The Developer shall notify the EDA when construction of the Phase 1 Project has been substantially completed. The EDA shall promptly inspect the Phase 1 Project in order to determine whether it has been constructed in substantial conformity with this Agreement, the applicable approved Construction Plans, the PUD, and the Development Contract (or applicable portions thereof). If the EDA determines that the Phase 1 Project has not been constructed in substantial conformity with this Agreement, such approved Construction Plans, the PUD, or the Development Contract, (or applicable portions thereof), the EDA shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Phase 1 Project has not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Phase 1 Project has been constructed in substantial conformity with this Agreement, the applicable approved Construction Plans[, the PUD, and the Development Contract] (or applicable portions thereof), the EDA will furnish to the Developer a Certificate of Completion in the form attached hereto as **Exhibit D** certifying the

completion of the Phase 1 Project (the "Phase 1 Certificate of Completion"). The Phase 1 Certificate of Completion shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Phase 1 Project.

Section 4.4. Phase 2 Project Scope and Costs. The parties anticipate that the Developer will close on the Developer Financing in 2027-2028 and use the proceeds to repay the City Bridge Note in full. The Developer and the Authority shall work collaboratively to determine the final scope of the Phase 2 Project and any necessary Public Improvements not constructed as part of the Phase I Project and shall amend and restate this Agreement to reflect the final development proposal for the Phase 2 Project. Nothing in this Agreement shall obligate the Authority to provide any additional public assistance for the Project.

Section 4.5. Execution of Phase 1 Assessment Agreement.

(a) On or prior to the date of issuance of the Series 2026A TIF Bond, the Developer and the EDA shall execute and deliver to the EDA for recording an Assessment Agreement relating to the Phase 1 Project (the "Phase 1 Assessment Agreement") pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree that as of January 2, 2031, the portion of the Phase 1 Development Property where the Phase 1 Project is located shall have a minimum market value of at least $[_____].

(b) Nothing in the Phase 1 Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year so long as the Phase 1 Assessment Agreement remains in effect for that year.

(c) The Phase 1 Assessment Agreement shall remain in effect until the earlier of (i) [_____, 20__], (ii) the date on which the TIF District expires or is otherwise terminated, or (iii) the date the Phase 1 TIF Note and any TIF Bonds are fully paid, defeased or terminated in accordance with their respective terms. The Phase 1 Assessment Agreement shall be executed on or before the date of issuance of the Series 2026A Bond, and pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Developer shall cause the Phase 1 Assessment Agreement to be filed, at the Developer's expense, for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Phase 1 Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Phase 1 Development Property, whether voluntary or involuntary, and such Phase 1 Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(d) The Developer shall obtain the County Assessor's certification to the Phase 1 Assessment Agreement, as provided in Minnesota Statutes, Section 469.177, Subdivision 8, finding that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Phase 1 Project to be constructed on the Development Property

and the market value previously assigned to the Phase 1 Development Property. The Developer agrees to pay the cost of filing such Phase 1 Assessment Agreement with the County Recorder of Anoka County, Minnesota and the Registrar of Titles of Anoka County, Minnesota.

ARTICLE V

ADDITIONAL RESPONSIBILITIES OF THE DEVELOPER

Section 5.1. Developer to Pay EDA's Fees and Expenses. The Developer will pay all the EDA's Administrative Costs (as defined below), subject to the limitations set forth below. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the EDA (including without limitation those costs associated with legal, real estate and financial advisors) attributable to or incurred in connection with the review, negotiation and preparation of the Preliminary Agreement, this Agreement, and any other documents referred to herein, [including without limitation, the PUD and the Development Contract] (together with any other agreements entered into between the parties hereto contemporaneously therewith) and any amendments thereto or assignments thereof.

The EDA acknowledges that the Developer has previously deposited **$[10,000]** with the EDA in accordance with the Preliminary Agreement for the reimbursement of the EDA's Administrative Costs (as defined above). If Administrative Costs exceed such amount, then the EDA may request additional reasonable payment of a deposit to cover ongoing Administrative Costs, and Developer agrees to pay all reasonable Administrative Costs within 30 days of the EDA's written request.

Any funds deposited by Developer and not expended by the EDA for its Administrative Costs will be returned to the Developer upon the issuance of the final Certificate of Completion to be issued under this Agreement; provided, however, that the Developer shall remain responsible for any Administrative Costs incurred by the City that are attributable to requests or actions initiated by the Developer.

Nothing in this Section 5.1 is intended to limit applicable construction permitting and development fees payable in accordance with the EDA's planning, zoning, and building fee schedules.

Section 5.2. Compliance with Environmental Requirements.

(a) The Developer (or its permitted assignee) shall comply with all applicable local, state, and federal environmental laws and regulations applicable to its Project, and will obtain, and maintain compliance under any and all necessary environmental permits, licenses, approvals or reviews applicable to its Project.

(b) Neither the City nor the EDA makes any warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any Hazardous Material.

(c) The Developer (or its permitted assignee) agrees to take all necessary action to remove or remediate any Hazardous Materials located on its applicable Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

(d) The Developer (or its permitted assignee) waives any claims against the EDA, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Development Property unless the EDA is the direct cause of new environmental contamination discovered on the site.

Section 5.3. Public Utilities.

(a) Neither the Developer nor its assignee will construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(b) The Developer or its permitted assignee, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Project, in accordance with the technical specifications, standards and practices of the owner thereof.

Section 5.4. Payment of Taxes.

(a) The Developer acknowledges that the EDA is providing substantial aid and assistance in furtherance of the Project described herein. The Developer understands that the Tax Increments pledged to payment on the TIF Bonds are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, and its successors and assigns who own the Development Property, that in addition to the obligation pursuant to statute to pay real estate taxes, they are also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property (subject to statutory or other legal rights to contest the amount thereof, provided that such rights shall be subject to the Assessment Agreement and Section 4.5, hereof with respect to the Development Property). The Developer acknowledges that this obligation creates a contractual right on behalf of the EDA prior to the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor (subject to statutory or other legal rights to contest the amount thereof, provided that such rights shall be subject to the Assessment Agreement and Section 4.5, hereof with respect to the Development Property). In any such suit in which the EDA is the prevailing party, the EDA shall also be entitled to recover its costs, expenses and reasonable out-of-pocket attorney fees.

(b) The Developer agrees that, prior to the Termination Date, it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed such property (it being acknowledged by the EDA that if a lender of the Developer does not make casualty proceeds available to it for reconstruction, the Developer cannot be in violation of this clause (ii)). The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(c) The Developer shall not file any petition to seek reduction in market value or property taxes on any portion of the Development Property under any state law (referred to as a "Tax Appeal") that would result in an assessed value below the minimum assessment required under the Minimum Assessment Agreement.

Section 5.5. Compliance with PUD and Development Contract. The Developer shall execute and deliver the PUD and the Development Contract not later than September 1, 2027, and thereupon the Developer shall comply with all provisions thereof.

Section 5.6. Insurance.

(1) The Developer will provide and maintain at all times during the process of constructing the Project an All-Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the aggregate principal amount of the Permanent TIF Bonds, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interests of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as additional insured parties on the policy; and

(c) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(2) Upon completion of construction of the Project and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $1,000,000, and shall be endorsed to show the City as an additional insured.

(c) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like

organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(d) All insurance required in this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City, policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer, the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(e) The Developer agrees to notify the City immediately in the case of damage exceeding $500,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will repair, reconstruct, and restore the Project to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

(1) The Developer shall complete the repair, reconstruction and restoration of the Project regardless of up to the amount of the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

(2) A failure to promptly repair, reconstruct and restore the Project as required by this Section 5.6(2)(e) will be considered an Event of Default under this Agreement and the City may suspend payments on the TIF Notes, as applicable, or exercise any other remedies provided in Section 6.2 hereof.

All of the insurance provisions set forth in this Section shall terminate upon the termination of this Agreement.

Section 5.7. No Business Subsidy. The Developer represents that its investment in the purchase price of the Developer Parcel and demolition and other site preparation costs on the Developer Parcel is approximately at least **$[5,799,752]** (net of the amount provided under this Agreement to reimburse such costs). Since the total of these costs is more than 70% of **$[_____]** (the assessor's current year's estimated market value for the Development Property), the assistance

provided pursuant hereto is not a "business subsidy" because of the exception set forth in Minnesota Statutes, Section 116J.993, Subdivision 3(17) for the redevelopment of property.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property after its acquisition thereof.

(b) Failure by the Developer to commence the Phase 1 Project or Public Improvements by September 1, 2027 or to proceed with due diligence to substantially complete the construction of the Phase 1 Project pursuant to the terms, conditions and limitations of this Agreement by December 31, 2030.

(c) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(d) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under the PUD, or the Development Contract.

(e) If, prior to the applicable Completion Date, the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, of the Project, or part thereof, or of the Development Property, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

(f) Failure of the Developer to submit proof of financing for the Phase 1 Project to the EDA.

Section 6.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the EDA may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided reasonable assurances to the EDA that it is proceeding with due diligence to cure such default, such 30-day cure period shall be extended for

an additional period deemed reasonably necessary by the EDA to effect the cure, but in any event not to exceed an additional 180 days:

(a) The EDA may suspend its performance under this Agreement until such default is cured or the EDA receives assurances from the Developer, deemed reasonably adequate by the EDA, that the Developer will cure its default and continue its performance under this Agreement.

(b) The EDA may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

(c) The EDA may exercise its remedies under the City Bridge Loan Agreement, City Bridge Mortgage and City Bridge Note.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the EDA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5. Indemnification of City and EDA.

(a) The Developer releases from and covenants and agrees that the Indemnified Parties shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in its Project, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City or the EDA in this Agreement.

(c) All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and

obligations of the EDA and not of any governing body member, officer, agent, servant or employee of the EDA.

Section 6.6. Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and the EDA shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefor reimburse the City and the EDA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1. Restrictions on Use. The Developer agrees throughout the term of this Agreement for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or shall cause to be operated:

(a) Phase 1 Project is as a multifamily housing development, currently anticipated to include without limitation market rate and/or workforce housing (60-80% AMI) units, and structured parking; and

Section 7.2. Reports. The Developer or its assignee shall provide the EDA reports in a timely manner with such information about the applicable Project as the EDA may reasonably request for purposes of satisfying any reporting requirements imposed by law on the EDA.

Section 7.3. Limitations on Transfer and Assignment. Prior to the Termination Date, the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") its interest in this Agreement, or any portion of the Development Property or the Project, or any interest therein, without the express written approval of the EDA.

The Developer agree to pay all reasonable legal fees and expenses of the City and the EDA, including fees of the City Attorney's office and outside counsel retained by the City or the EDA to review the documents submitted to the City and the EDA in connection with any Transfer.

Section 7.4. Conflicts of Interest. No member of the governing body or other official of the EDA or the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any limited liability company, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the EDA or the City shall be personally liable to the EDA or the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

(a) If the EDA consents to an assignment and assumption by the transferee of all or a portion of the Developer's obligations under this Agreement, then the Developer shall be released from such assigned obligations.

Section 7.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed or delivered personally to:

Alatus Columbia Heights II LLC
c/o Alatus LLC
411 Lexington Parkway N, Suite 615
St. Paul, MN 55104
Attn: Robert C. Lux

with a copy to:

Winthrop & Weinstine, P.A.
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, MN 55402-4629
Attn: John Stern

(b) in the case of the EDA is addressed or delivered personally to the EDA at:

Columbia Heights Economic Development Authority
3989 Central Avenue NE
Columbia Heights, MN 55421
Attn: Executive Director

(c) in the case of the City is addressed or delivered personally to the City at:

City of Columbia Heights
3989 Central Avenue NE
Columbia Heights, MN 55421
Attn: City Manager and Community Development Director

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

Section 7.7. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 7.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 7.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. After the

Termination Date, if requested by the Developer, the EDA will provide a termination certificate as to the Developer's obligations hereunder.

Section 7.11. Provisions Surviving Rescission, Expiration or Termination. Sections 5.1, 6.5 and 6.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 7.12. Superseding Effect. This Agreement, the PUD, the Development Contract (and any other agreements described therein), and the Assessment Agreements, as of their effective dates, reflect the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property, including without limitation the Preliminary Agreement.

Section 7.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the EDA contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the EDA and not of any governing body member, officer, agent, servant or employee of the EDA.

Section 7.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agree that all legal actions initiated by the Developer or the EDA with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Anoka County, District Court and shall not be removed therefrom to any other federal or state court.

Section 7.15. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Preliminary Agreement is replaced and superseded in its entirety by this Agreement, and the documents to be executed pursuant to this Agreement, the PUD, and the Development Contract.

Section 7.16 Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c)

have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 7.17 Government Data. The Developer has been required to provide certain data to the City, the EDA or their consultants in connection with applying for financial assistance in constructing the Project. It is also likely that the Developer will be required to provide additional data to the City or consultants in the course of administering the TIF District to ensure compliance with this Agreement and the TIF Act. All data provided to the City, the EDA or their consultants is government data within the meaning of the Minnesota Statutes, Chapter 13 (the "MGDPA"). The parties recognize that some of the data provided by the Developer to the City, the EDA or their consultants may be nonpublic data as defined by the MGDPA. The parties acknowledge that the City and the EDA are subject to the MGDPA and will handle all government data in its possession in accordance with the MGDPA, notwithstanding any other agreement or understanding to the contrary.

IN WITNESS WHEREOF the EDA has caused this Agreement to be duly executed in its name and on its behalf, the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Executive Director

This is a signature page to the Development Assistance Agreement.

ALATUS COLUMBIA HEIGHTS II LLC

By: _____
Robert Lux
Its: President

This is a signature page to the Development Assistance Agreement.

EXHIBIT A

DESCRIPTION OF TIF DISTRICT

The TIF District consists of the following properties located in the City of Columbia Heights, Anoka County, Minnesota (the Developer Parcel and the City Parcel, each of which are legally described in EXHIBIT B attached to this Agreement) and the adjacent rights-of-way and abutting roadways:

	Parcel number	Address	Current Owner
Parcel A	35-30-24-11-0083	4300 Central Ave	Developer
Parcel B	35-30-24-11-0084	N/A	City

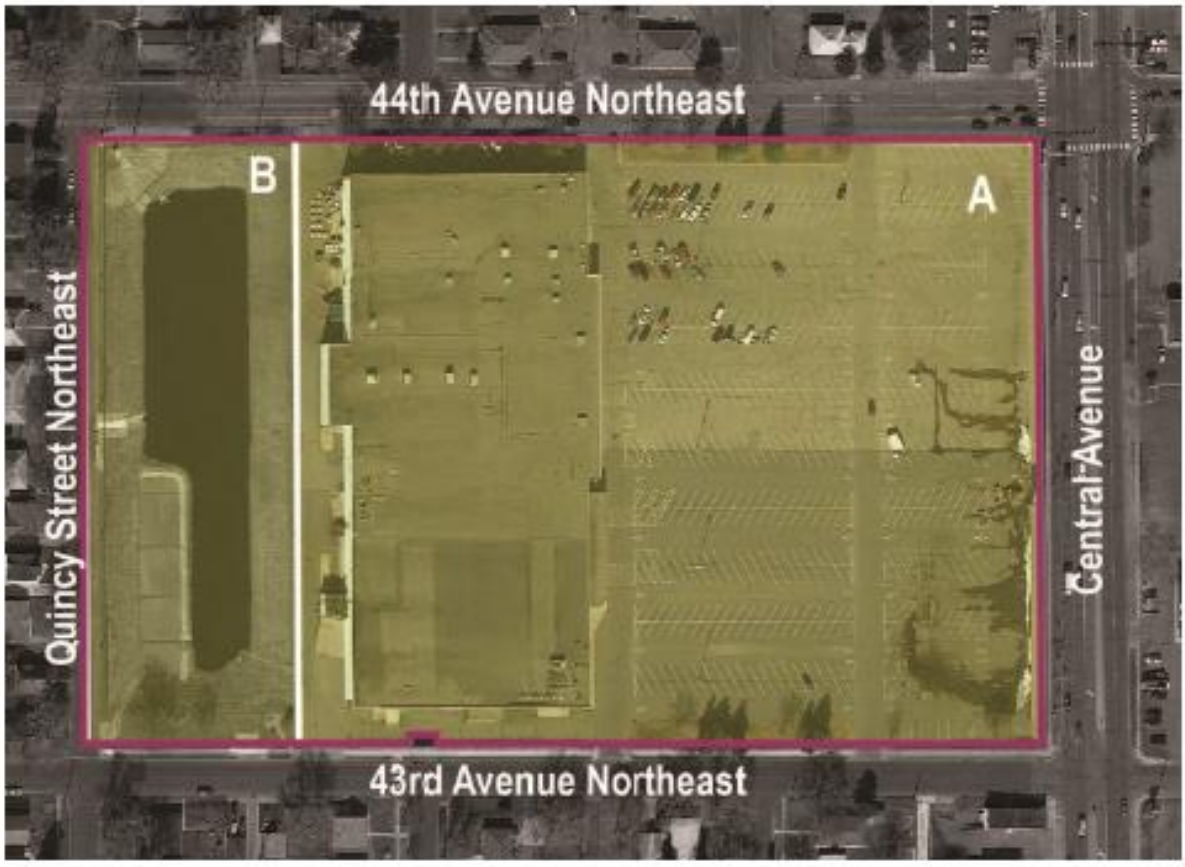


EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Developer Parcel:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1), and the East 107.3 feet of Lots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6), Block Two (2),

All in Rearrangement of Block "A", Columbia Heights Annex to Minneapolis, according to the recorded plat thereof on file in the office of the Register of Deeds in and for Anoka County, Minnesota, together with that part of vacated Jackson Street on said plat described as follows: Commencing at a point 10 feet North of the Southeast corner of said Lot 6, Block 2; thence North a distance of 590 feet, more or less, to the Northeast corner of said Lot 1, Block 2; thence East a distance of 30 feet, more or less, to the Northwest corner of said Lot 12, Block 1; thence South a distance of 590 feet, more or less to a point 10 feet North of the Southwest corner of said Lot 7, Block 1: thence West a distance of 30 feet, more or less, to the point of beginning and there terminating.

City Parcel:

Lots 1, 2, 3, 4, 5, and 6, Block 2, Rearrangement of Block "A", Columbia Heights Annex to Minneapolis (except for the East 107.3 feet thereof), Anoka County, Minnesota.

To be replatted as follows:

[INSERT POST-PLAT LEGAL]

EXHIBIT C

FORM OF ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ___ day of _____, 20__, is between Columbia Heights Economic Development Authority, Minnesota (the "EDA"), and Alatus Columbia Heights II LLC (the "Developer").

WITNESSETH

WHEREAS, the EDA, the City of Columbia Heights, Minnesota, and the Developer have entered into a Development Assistance Agreement dated as of January [__], 2026 (the "Development Assistance Agreement") regarding certain real property located in the City of Columbia Heights, Minnesota (the "City"), including the property legally described in **Exhibit A** (the "Property").

WHEREAS, it is contemplated that pursuant to said Development Assistance Agreement, the Developer will acquire, construct and equip _____ ("Phase 1") on the Property in accordance with construction plans approved by the City.

WHEREAS, the EDA and the Developer desire to establish a minimum market value for the Phase 1 Development Property (as defined in the Development Assistance Agreement) and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the Developer has acquired the land included in the Property legally described in **Exhibit A** attached hereto.

WHEREAS, the EDA and the Assessor have reviewed Construction Plans for Phase __.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 202_, the minimum market value, which shall be assessed for the Phase 1 Development Property, shall be $_____.

2. The minimum market values herein established shall be of no further force and effect after assessment on January 2, 20__ for taxes payable in 20__ and this Agreement shall terminate automatically on January 31, 20__; provided, however, this Agreement shall terminate on such earlier date as the TIF District (as defined in the Development Assistance Agreement) is decertified or the Phase __ TIF Note (as defined in the Development Assistance Agreement) is fully paid, defeased or terminated in accordance with its terms (the "Termination Date"). If the Termination Date is earlier than January 31, 20__ for taxes payable in 20__, the EDA shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Property.

3. This Agreement shall be recorded by the EDA with the County Recorder of Anoka County, Minnesota and the Registrar of Titles of Anoka County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Development Assistance Agreement.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

This instrument was drafted by:
Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

IN WITNESS WHEREOF, the EDA and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

COLUMBIA HEIGHTS ECONOMIC
DEVELOPMENT AUTHORITY, MINNESOTA

By_____
Its President

By_____
Its Executive Director

STATE OF MINNESOTA)
): ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the President of the Columbia Heights Economic Development Authority, Minnesota on behalf of said EDA.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the Executive Director of the Columbia Heights Economic Development Authority, Minnesota, on behalf of said EDA.

_____
Notary Public

Signature page for Assessment Agreement between the Columbia Heights Economic Development Authority, Minnesota and Alatus Columbia Heights II LLC

ALATUS COLUMBIA HEIGHTS II LLC, a
Delaware limited liability company

By_____
Name: Robert Lux
Its: President

STATE OF MINNESOTA)
): ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert Lux, the President of Alatus Columbia Heights II LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public

Signature page for Assessment Agreement between the Columbia Heights Economic Development Authority, Minnesota and Alatus Columbia Heights II LLC

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement, dated as of the date first written above, by and between Columbia Heights Economic Development Authority, Minnesota and Alatus Columbia Heights II LLC, the plans and specifications for Phase __, as defined in the foregoing Assessment Agreement, and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the minimum market value as of January 2, 202_ of $_____ assigned to such land and improvements is reasonable.

_____
County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 20__, by _____, the County Assessor of Anoka County.

_____
Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Property

The property is proposed to be either subdivided or replated as multiple parcels and the minimum assessment agreement may be amended to reflect such subdivision or replat.

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION

THIS CERTIFICATE, made this ____ day of _____, 20___ between the COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, MINNESOTA, a public body corporate and politic, organized and existing under the laws of the State of Minnesota (the "EDA"), and Alatus Columbia Heights II LLC, a Delaware limited liability company (the "Developer").

WHEREAS, the EDA, the City, and the Developer have executed that certain Development Assistance Agreement dated January [__], 2026 (the "Agreement"), which requires the Developer to construct _____ ("Phase 1") on the property legally described as follows (the "Property"):

[LEGAL DESCRIPTION]; and

WHEREAS, the Developer has constructed Phase 1 in a manner deemed sufficient by the EDA to permit the execution of this certification;

NOW THEREFORE, the EDA and the City each does hereby certify that the Developer has satisfactorily completed Phase 1 upon the terms and conditions as recited in the Agreement. The Developer is released and forever discharged from its obligations with respect to construction of Phase 1 under Section 4.3 of the Agreement. Nothing herein shall release the obligations of the Developer under (i) the PUD, (ii) the Development Contract, (iii) the Assessment Agreement or (iv) the Agreement. Any remaining obligations under the Agreement shall be solely contractual obligations of the Developer and parties to whom the Developer expressly assigns, and who expressly assume, the Developer's obligations under the Agreement. The remaining covenants of the Developer under the Agreement are not intended to run with title to the Property. All undefined terms used herein shall have the meanings set forth in the Agreement.

The EDA and the City each has, as of the date and year first above written, set its hand hereon.

COLUMBIA HEIGHTS ECONOMIC DEVELOPMENT AUTHORITY, MINNESOTA

By _____
Its Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

On this ____ day of _____, 20___, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Executive Director of the Columbia Heights Economic Development Authority, Minnesota, the public body corporate and politic named in the foregoing instrument, and said instrument was signed in behalf of said public body corporate and politic by authority of its Board of Commissioners, and said Executive Director acknowledged said instrument to be the free act and deed of said public body corporate and politic.

_____
Notary Public

CITY OF COLUMBIA HEIGHTS, MINNESOTA

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

On this ____ day of _____, 20___, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the City Manager of the City of Columbia Heights, Minnesota, the public body corporate and politic named in the foregoing instrument, and said instrument was signed in behalf of said public body corporate and politic by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said public body corporate and politic.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Kutak Rock LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402