

January 23, 2026

Mitchell Forney, Community Development Director
City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421

RE: AN AGREEMENT BETWEEN THE CITY OF COLUMBIA HEIGHTS AND HOISINGTON KOEGLER GROUP INC. FOR SERVICES PERTAINING TO 2050 COMPREHENSIVE PLAN

Dear CLIENT:

This letter outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the City of Columbia Heights hereinafter referred to as the CLIENT, and Hoisington Koegler Group Inc., hereinafter referred to as the CONSULTANT for 2050 Comprehensive Plan, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed one hundred

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Minneapolis, Minnesota 55401

fifteen thousand dollars inclusive of expenses as noted in Paragraph A. This fee includes a ten thousand dollar contingency that will be used with the approval of the client project manager.

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.
2. Arrangements and notification for public meetings, including, but not limited to open houses, stakeholder meetings, neighborhood meetings, and commission/board meetings.
3. Preparation of required minutes per city policy.
4. Participation in Project team and staff meetings.
5. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
6. Participation in community engagement events to expand reach of those specified in paragraph A.
7. Review of draft Project reports prepared in accordance with paragraph A.
8. Coordination and preparation of transportation and infrastructure analysis. Delivery of DNR water supply and the local surface water management plan in a schedule consistent with the overall comprehensive plan schedule.
9. Preparation of content to be inserted into comprehensive plan chapters.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to

review CONSULTANT’s insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
 - \$2,000,000 per occurrence
 - \$3,000,000 general aggregate
 - \$300,000 damage to rented premises
 - \$15,000 medical expenses
2. Umbrella Liability
 - \$1,000,000 per occurrence
 - \$1,000,000 general aggregate
 - \$10,000 self-insured retention
3. Worker’s Compensation and Employer’s Liability
 - a. Worker’s Compensation per Minnesota Statutes
 - b. Employer’s Liability
 - \$500,000 per accident;
 - \$500,000 per employee;
 - \$500,000 per disease policy limit.
4. Professional Liability Insurance
 - \$2,000,000 per claim
 - \$4,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed within thirty months of the date that the CLIENT issues a notice to proceed. The notice to proceed shall come from an authorized representative of the City.

G. SUB-CONSULTANTS

The CONSULTANT shall not add any Sub-Consultants without written consent from the CLIENT.

H. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

J. INDEMNIFICATION

CLIENT and CONSULTANT agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CLIENT and CONSULTANT, they shall be borne by each party in proportion to its negligence

K. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.
2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
5. This Agreement shall be governed by all applicable laws.



- 6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

L. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes ~~shall~~ may be resolved using alternative dispute resolution (ADR).

M. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

N. Data Practices notice as required by MN Statute 13.05

NO. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2026

CLIENT

City of Columbia Heights

Name

Title

Name

Title



CONSULTANT

Hoisington Koegler Group Inc.

Name

Title

ATTACHMENT A WORK PROGRAM

TASK 1 – TAKE THE PULSE

Task 1 is focused on establishing the foundation for the 2050 Comprehensive Plan. While the plan is not a complete rewrite, the community has changed since the last plan was adopted. Task 1 will focus on developing an understanding of the community’s existing context, gathering input on community needs, and confirming the vision. In addition to updating base mapping and demographics, the planning process will include an audit of the 2040 Comprehensive Plan and a review of how the direction established by the Metropolitan Council in Imagine 2050 will need to be incorporated into the 2050 Comprehensive Plan.

- 1.1 Conduct a kick-off meeting with Planning Staff to confirm the scope, schedule, gather background information, and begin preparations for community engagement.
- 1.2 Prepare base mapping.
- 1.3 Update demographic, housing, and economic information to create a succinct summary for the community and to update the Community Context chapter.
- 1.4 Review any studies, reports, or Comprehensive Plan amendments prepared since completion of the 2040 Comprehensive Plan.
- 1.5 Evaluate the city’s system statement and checklist from the Metropolitan Council to determine what needs to be updated and what topics potentially require additional discussion with Staff, policymakers, and the community.
- 1.6 Facilitate a meeting with Key Staff (e.g. parks, engineering, public works) to officially kick off the project:
 - a. Discuss what worked and what didn’t work with the 2040 Comprehensive Plan and introduce upcoming meetings to audit the 2040 Comprehensive Plan.
 - b. Discuss issues and opportunities.
 - c. Confirm background information received to date.
 - d. Review and refine draft community engagement materials.
 - e. Discuss approach for updates to Parks & Trails, Transportation, and Water Resources chapters.
- 1.7 Conduct virtual meetings with Key Staff to audit individual chapters of the 2040 Comprehensive Plan to understand what is working, what should be modified, what barriers or obstacles prevented implementation, and what potential updates are needed to address the Metropolitan Council direction.
- 1.8 Conduct a meeting Key Staff and the Parks System Master Plan consultant to coordinate community engagement efforts.

- 1.9 Conduct Kick Off Event with the Advisory Committee, Planning Commission, and City Council to provide background on comprehensive planning, provide highlights about Columbia Heights today, preview the upcoming community engagement outreach, and solicit initial input.
- 1.10 Conduct Engagement Round 1. Round 1 of the community engagement will have two primary purposes. First, we will use it to communicate the project to the community: the “what,” “why,” and “how” of the Comprehensive Plan update. Secondly, we will use this phase to confirm the vision and identify any community needs that should be considered. It is anticipated that this round of engagement will include the preparation of materials for posting on the project website and inclusion in City communications; preparation of an online engagement tool; attendance at community pop-up events; and the preparation of an engagement summary. In order to ensure a broad audience is engaged, this round of community engagement will extend for at least four months to enable the consulting team and Planning Staff to participate in a range of events. While the consultant team will participate in up to 3 events, the consultant team will ensure Planning Staff will have the materials needed to attend additional events. At least two of the community engagement events will include community engagement questions/activities related to the Parks System Master Plan.
- 1.11 Meet with Planning Staff to review of draft community engagement summary and community context chapter, as well as to confirm additional community outreach events.
- 1.12 Share the community engagement results pertaining to the Parks System Master Plan with the Park System Master Plan consultant.

TASK 2 – SHAPE THE PLAN

Building on the findings from Task 1, HKGi will collaborate with Key Staff to identify key directions for each chapter of the Comprehensive Plan. This will include recommended refinements to existing goals and policies, as well as the development of new goals and policies for the Metropolitan Council’s new requirements regarding climate and natural systems. Task 2 will also focus on exploring key land use changes and potential impacts of those changes on infrastructure. Community Engagement Round 2 will focus on seeking input with targeted stakeholders on areas of change and areas of topical expertise.

- 2.1 Collaborate with Key Staff on the key plan directions, as well as land use changes and infrastructure system improvements needed. This exploration is anticipated to extend up to three staff meetings and will include the development of diagrams and illustrations. Preliminary data will also be quantified as needed to enable high-level evaluation of land use concepts.

- 2.2 Meet with the Advisory Committee to review community input from Task 1 and discuss the key directions being explored.
- 2.3 Meet with the Planning Commission to review community input from Task 1 and discuss the key directions being explored.
- 2.4 Meet with Planning Staff to refine key directions and prepare for Community Engagement Round 2.
- 2.5 Conduct Community Engagement Round 2. The 2nd round of community engagement will focus on seeking input from targeted stakeholders regarding key directions. This outreach will include meetings with the Economic Development Authority, Park and Recreation Commission, and Sustainability Commission to review key directions and updates anticipated to the relevant plan chapter. Then, depending on the key directions identified, this could also include a meeting with a neighborhood or a community organization.

TASK 3 – PREPARE THE PLAN

Task 3 will use community input and the key directions from Task 2 to prepare a full draft of the 2050 Comprehensive Plan in collaboration with Staff. A review draft will be presented to the Advisory Committee, Planning Commission, and City Council. Then, HKGi will facilitate Community Engagement Round 3. Input from the reviews and community engagement will be used to create a final draft that will be considered for approval by the Planning Commission and City Council in Task 4.

- 3.1 Prepare draft of the 2050 Comprehensive Plan in collaboration with Staff.
- 3.2 Present the draft 2050 Comprehensive Plan to the Advisory Committee.
- 3.3 Present the draft 2050 Comprehensive Plan to the Planning Commission.
- 3.4 Present the draft 2050 Comprehensive Plan to the City Council.
- 3.5 Conduct Community Engagement Round 3. Round 3 of Community Engagement will include the posting of the draft 2050 Comprehensive Plan online for broad community review and comment. The draft will also be sent to the Economic Development Authority, Parks and Recreation Commission, and Sustainability Commission for review and comment.

TASK 4 – SEEK APPROVALS

The final task of this phase will begin with the preparation of the final draft of the 2050 Comprehensive Plan based on the review and community input in Task 3. The final draft will then be presented to the Planning Commission at a public hearing. The City Council will consider approving the draft for distribution to adjacent and affected agencies for review.

- 4.1 Prepare final draft of the 2050 Comprehensive Plan.
- 4.2 Conduct the Planning Commission Public Hearing.

- 4.3 Make final revisions to the plan based on Planning Commission recommendation.
- 4.4 Present 2050 Comprehensive Plan to the City Council for approval to distribute to adjacent and affected agencies.

Phase Two: Distribute the Plan for Review

TASK 5 – DISTRIBUTE THE PLAN FOR 6-MONTH REVIEW

Comprehensive Plans are required to be distributed to adjacent and affected jurisdictions for a minimum of six months, or until comments from all agencies are received. Depending on timing, the Metropolitan Council also allows communities to submit the draft Comprehensive Plan for optional preliminary review. Subtasks for this task include:

- 5.1 Assemble electronic version of Comprehensive Plan for distribution.
- 5.2 Support review by adjacent and affected jurisdictions by preparing an email with a response form and a link to the 2050 Comprehensive Plan for Planning Staff to distribute to the required list of affected and affected jurisdictions.
- 5.3 Submit the 2050 Comprehensive Plan for Metropolitan Council preliminary plan review.
- 5.4 Summarize comments received and prepare revisions as needed from adjacent and affected jurisdictions, as well as the Metropolitan Council.
- 5.5 Present revised 2050 Comprehensive Plan to the City Council for authorization to submit it to the Metropolitan Council.

Phase Three: Metropolitan Council Review and Final Adoption

Task 6 – FACILITATE METROPOLITAN COUNCIL REVIEW

Task 6 will focus on seeking approval from the Metropolitan Council for the 2050 Comprehensive Plan. This will involve making revisions until the Metropolitan Council deems it complete and supporting Planning Staff through the approval process.

- 6.1 Prepare and submit the 2050 Comprehensive Plan for Metropolitan Council formal review.
- 6.2 Revise the 2050 Comprehensive Plan as needed to address completeness issues identified by the Metropolitan Council.
- 6.3 Support Planning Staff through the Metropolitan Council approval process.



Task 7 – ADOPT THE PLAN

The final task will support the final adoption of the 2050 Comprehensive Plan by the City Council following approval by the Metropolitan Council.

- 7.1 Prepare final 2050 Comprehensive Plan for City Council adoption.
- 7.2 Support Planning Staff with the City Council's adoption.
- 7.3 Submit the 2050 Comprehensive Plan and all required documentation to the Metropolitan Council.
- 7.4 Provide Planning Staff with the final electronic files.



ATTACHMENT B 2026 HOURLY RATE SCHEDULE

Rates by Professional Category

Principal.....	\$200-290/hr
Associate	\$145-200/hr
Senior Professional	\$110-160/hr
Professional II	\$90-135/hr
Professional I	\$50-90/hr
Technical.....	\$50-90/hr

Litigation Services.....	\$250-350/hr
Testimony	\$275-375/hr

Incidental Expenses

Mileage.....	current federal rate/mile
Photocopying BW.....	5¢/page
Photocopying Color	25¢/page
Outside Printing.....	Actual Cost
Large Format Scanning.....	Actual Cost
Lodging and meals.....	Actual Cost