

October 14, 2026

Aaron Chirpich, City Manager
City of Columbia Heights, Minnesota
3989 Central Ave NE
Columbia Heights, MN 55421

Dear Aaron:

I am writing regarding the continued engagement of Kutak Rock LLP (the “Firm,” “Kutak Rock,” “we” or “us”) to provide economic development, tax increment financing, and bond counsel legal services. This engagement letter describes the terms on which the Firm will continue to provide legal services to the City of Columbia Heights and its component units of government, including the Columbia Heights Economic Development Authority (the “Client” or “City”).

SCOPE OF ENGAGEMENT

The Firm will provide economic development, tax increment financing, and bond counsel services (the “Engagement”). Sofia Lykke will be the responsible attorney with assistance from other attorneys and paralegals as necessary.

DESCRIPTION OF BASIS FOR LEGAL FEES

Our fees are based principally on the experience and expertise of the people who are providing services to the Client, the nature of the engagement and the amount of time spent on the engagement.

Legal services for economic development and tax increment financing matters which are not passed through to a private party will be billed at a discount from standard rates. Any fees of the Firm that will be paid by a private party will be billed at the Firm’s standard rate. For 2026, such standard hourly rates for economic development and tax increment financing matters are as follows:

	General Economic Development	Tax Increment Financing
Partners	\$325 (discounted to \$250)	\$375 (discounted to \$290)
Associate Attorneys	\$290 (discounted to \$230)	\$300 (discounted to \$250)
Paralegals	\$175 (discounted to \$150)	\$190 (discounted to \$150)

For legal services performed in connection with any economic development or tax increment financing matter, the Firm will submit an itemized invoice monthly or at such other intervals as reasonably appropriate and acceptable to City staff. Upon receipt of the invoice and review of the charges, payment is requested to be made by the City to Kutak Rock within 35 days following the City’s approval of the invoice.

Fees related to a specific bond issue will be determined on a negotiated fixed fee basis, plus costs and invoiced upon the closing of the bond issue.

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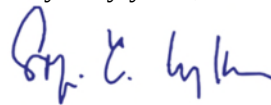
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TERMINATION, LIMITATIONS AND ASSIGNMENT

The Engagement, as set forth in this letter, may be terminated at any time upon reasonable written notice given by either party to the other. The Client agrees that the Firm shall be under no obligation to undertake or continue services on any matter if the Firm deems such services to be in conflict with the interests of another client or with the principles of legal ethics. Upon termination of the Firm's Engagement for any reason and the satisfaction of all prior financial obligations to us, we will (i) search our files and forward to you, or to counsel designated by you, original documents, if any, specified and previously entrusted to us by you; (ii) take such steps as we deem appropriate to formally withdraw from such proceedings, if any, in which we may be counsel of record, and you hereby agree to consent to such withdrawal; and (iii) provide reasonable transitional assistance to new counsel, if any, designated by you.

Provided this engagement letter accurately reflects the City's understanding of the terms of the Engagement, please sign this letter and return it to me by email. If there are questions about this engagement letter, please do not hesitate to call to discuss them before countersigning this engagement letter. I look forward to my continued relationship with the City.

Very truly yours,



Kutak Rock LLP

Accepted:

CITY OF COLUMBIA HEIGHTS, MINNESOTA

By: _____

Name: Aaron Chirpich

Title: City Manager