



## City Council Meeting Agenda

Monday, April 4, 2022 7:00 PM

Cologne Community Center, 1211 Village Parkway

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### **Vision Statement**

***The City of Cologne is a vibrant small town that respects its heritage, embraces its future and offers a high quality of life for all who live, work and visit our community.***

Mayor: Matt Lein

Councilmember: Carol Szaroletta

Councilmember: Sarah Bruss

Councilmember: Rachel Lenzen

Councilmember: Nathan Kells

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**NOTE: AGENDA ITEMS ARE APPROXIMATE AND SUBJECT TO CHANGE ACCORDING TO LENGTH OF DISCUSSION. TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE ARRIVE AT 7:00 PM.**

- 1. CALL MEETING TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
- 5. ADOPT CONSENT AGENDA**

Items listed below are considered routine and non-controversial by the Council. There will be no separate discussion of these items unless requested by a Councilmember, Staff or Citizen. If removed, the item will be discussed at the end of the regular agenda.

- a. **March 21, 2022 City Council Minutes**
- b. **April 4, 2022 Check Summary Register**
- c. **March 29, 2022 Payroll Summary**
- d. **STARS ELA Subrecipient Agreement**
- e. **Cologne Lions Gambling Permit App**

- f. Pounders and Inn Town Annual Liquor License Renewal App
- g. Resolution 22-08 Advertising for Summer Help

**6. OLD COUNCIL BUSINESS**

**7. NEW COUNCIL BUSINESS**

- i. Transportation Study Update

**8. BOARD REPORTS**

- a. STARS ELA Preliminary & Final Plat Planning Commission Update

**9. ANNOUNCEMENTS**

**10. ITEMS REMOVED FROM THE CONSENT AGENDA**

**11. ADJOURN**

**CALENDAR OF EVENTS/MEETINGS**

April 18	Monday	7:00PM City Council Meeting
May 2	Monday	6:00PM Planning Commission Meeting
May 2	Monday	7:00PM City Council Meeting



## City Council Meeting Minutes

Monday, March 21, 2022 7:00 PM  
Cologne Community Center, 1211 Village Parkway

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### **Vision Statement**

***The City of Cologne is a vibrant small town that respects its heritage, embraces its future and offers a high quality of life for all who live, work and visit our community.***

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Councilmember: Carol Szaroletta  
Councilmember: Sarah Bruss  
Councilmember: Rachel Lenzen  
Councilmember: Nathan Kells

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### **1. CALL MEETING TO ORDER & ROLL CALL**

Mayor Lein called the meeting to order at 7:00 PM. Councilmembers Kells, Lenzen and Szaroletta were present. Also present were City Administrator Jesse Dickson and City Clerk Michelle Morrison. Councilmember Bruss was absent.

### **2. PLEDGE OF ALLEGIANCE**

### **3. ADOPT AGENDA**

Motion by Councilmember Kells to adopt the agenda, second by Councilmember Lenzen. Motion carried unanimously.

### **4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**

#### **a. Cologne Community of Belonging**

Gracia Hegener came before the Council to provide an update on the Community of Belonging survey and steps that are being taken after reviewing the survey results.

Patrick Steig, from Carver County Public Health reviewed the results and highlighted the 22% response rate. Gracia explained that the committee is now focusing on specific objectives that will guide the strategy development.

## **5. ADOPT CONSENT AGENDA**

Items listed below are considered routine and non-controversial by the Council. There will be no separate discussion of these items unless requested by a Councilmember, Staff or Citizen. If removed, the item will be discussed at the end of the regular agenda.

- a. March 7, 2022 City Council Minutes**
- b. March 21, 2022 Check Summary Register**
- c. March 15, 2022 Payroll Summary**
- d. Resolution 22-06 Accepting Donation**
- e. On Sale Liquor License App Cologne Corral**
- f. Off Sale Liquor License App Cologne Corral**
- g. Jostan Services Updated Service Contract**
- h. CCC Compressor Replacement Proposal**

Motion by Councilmember Kells to adopt the consent agenda, second by Councilmember Lenzen. Motion carried unanimously.

## **6. OLD COUNCIL BUSINESS**

## **7. NEW COUNCIL BUSINESS**

- i. Winkler Crossing 4<sup>th</sup> Addition Final Plat**
  - 1. Bolton and Menk Staff Comments**
  - 2. Collaborative Planning Staff Comment Memo**
  - 3. Collaborative Planning Staff Report**
  - 4. Resolution 22-07 Approving Winkler 4<sup>th</sup> Final Plat**
  - 5. Winkler 4<sup>th</sup> Developer's Agreement**

City Planner Cindy Nash reviewed comments made regarding the Winkler 4<sup>th</sup> Final Plat and additional comments she has received since the memo's were drafted. Motion by Councilmember Kells to approve Resolution 22-07 Approving Winkler 4<sup>th</sup> Final Plat subject to the changes noted in the comment memos, second by Councilmember Lenzen. Motion carried unanimously.

Ms. Nash continued to review the Winkler 4<sup>th</sup> Developer's Agreement and comments received from the City Engineer and City Attorney. Motion by Councilmember Kells to approve the Winkler 4<sup>th</sup> Developer's Agreement subject to the City Engineer and Attorney comments, second by Councilmember Lenzen. Motion carried unanimously.

## **8. BOARD REPORTS**

- a. February Sheriff's Report**

## **9. ANNOUNCEMENTS**

Councilmember Kells provided an update on grants he has applied for and various projects he is working on.

## **10. ITEMS REMOVED FROM THE CONSENT AGENDA**

## **11. ADJOURN**

Motion by Councilmember Szaroletta to adjourn at 7:35PM, second by Councilmember Lenzen. Motion carried unanimously.

Respectfully Submitted:

Attest:

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Michelle M Morrison

City Clerk

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Matt Lein

Mayor

## CITY OF COLOGNE

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**\*Check Summary Register©**

Batch: 040422CR

	Name	Check Date	Check Amt	
<b>10100</b>	<b>Checking</b>			
27094	ANDYS LAWN & SNOW	4/4/2022	\$241.59	Monthly Lawn Service - April
27095	CARVER COUNTY	4/4/2022	\$160.00	Fiber Optic Connection
27096	CENTERPOINT	4/4/2022	\$1,730.17	107 John Ave
27097	CITY OF SHAKOPEE	4/4/2022	\$2,100.00	Annual Drug Task Force Dues
27098	COLLABORATIVE PLANNING, LL	4/4/2022	\$972.00	Misc. Planning
27099	DWK CLEAN WATER SERVICES,	4/4/2022	\$1,080.00	WWTP Monthly Water Testing - March
27100	ECM PUBLISHERS, INC.	4/4/2022	\$37.80	Publish Public Hearing April 4 Prelim Plat
27101	MARK EGGERS	4/4/2022	\$458.43	Hotel and 2 meals for Class B Water Testing
27102	EMERGENCY TECHNICAL DECO	4/4/2022	\$1,010.95	CFD Gear Repairs
27103	HAWKINS, INC	4/4/2022	\$6,738.44	Chemicals
27104	PAULA HELD	4/4/2022	\$50.00	Deposit Refund
27105	JOSTAN SERVICES, INC.	4/4/2022	\$693.03	CCC Cleaning - March
27106	LORI KASEL	4/4/2022	\$10.68	Treats for Seniors
27107	JOSHUA KERWOOD	4/4/2022	\$114.43	Full Refund
27108	LEAGUE OF MN CITIES INSURAN	4/4/2022	\$20,679.00	Workers Comp Insurance
27109	LOFFLER-131511	4/4/2022	\$48.27	Monthly Copier Lease March
27110	MELCHERT, HUBERT,SJODIN, PL	4/4/2022	\$2,943.60	Misc legal
27111	METRO WEST INSPECTION SER	4/4/2022	\$2,460.03	Permits Finaled - March
27112	METRO FIBERNET	4/4/2022	\$173.77	Phones
27113	AMIE MEULENERS	4/4/2022	\$100.00	Deposit Refund
27114	MID-AMERICAN RESEARCH CHE	4/4/2022	\$487.03	Truck Wash Supplies
27115	MN DEPT OF HEALTH	4/4/2022	\$23.00	M. Eggers Class B Certification Fee
27116	MN VALLEY ELECTRIC COOPER	4/4/2022	\$362.91	2140 N Village Parkway
27117	MN VALLEY TESTING LABS	4/4/2022	\$447.00	Water Analysis
27118	MICHELLE MORRISON	4/4/2022	\$98.65	Adobe Monthly Subscription
27119	NCPERS Group Life Ins	4/4/2022	\$96.00	Employee Life Insurance - April
27120	NORTHERN SAFETY TECHNOLO	4/4/2022	\$170.78	PW Supplies
27121	POST OFFICE	4/4/2022	\$130.00	Annual Box Rental
27122	QUALITY FLOW SYSTEMS, INC	4/4/2022	\$287.50	Service Call bad check valve
27123	SECURITY CARD MEMBER SERV	4/4/2022	\$1,574.47	Gym Wipes
27124	TOWN & COUNTRY GLASS INC.	4/4/2022	\$95.00	Repairs to Front Entry Door Lock
27125	USA BLUE BOOK	4/4/2022	\$306.69	Full Disclosure Signs
27126	WACONIA CHOIR BOOSTERS	4/4/2022	\$100.00	Deposit Refund
27127	WATER CONSERVATION SERVIC	4/4/2022	\$561.96	Water Leak Detection Services
27128	XCEL ENERGY	4/4/2022	\$11,214.29	701 Lake St W / PW Maintenance Bldg
<b>Total Checks</b>			<b>\$57,757.47</b>	

Clerk Treasurer

Date

FILTER: ((([Act Year]='2022' and [period] in (4))) and (Source in ('040422CR')))

## CITY OF COLOGNE

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**\*Check Detail Register©**

Batch: 040422CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>27094</b>	04/04/22	<b>ANDYS LAWN &amp; SNOW</b>			
E 101-41400-312		Contractual Services	\$241.59	14803	Monthly Lawn Service - April
		Total	\$241.59		
<b>27095</b>	04/04/22	<b>CARVER COUNTY</b>			
E 101-43100-320		Communications (GENER	\$40.00	3018	Fiber Optic Connection
E 101-42210-320		Communications (GENER	\$40.00	3018	Fiber Optic Connection
E 101-45100-320		Communications (GENER	\$40.00	3018	Fiber Optic Connection
E 601-49400-320		Communications (GENER	\$40.00	3018	Fiber Optic Connection
		Total	\$160.00		
<b>27096</b>	04/04/22	<b>CENTERPOINT</b>			
E 101-45200-383		Gas Utilities	\$379.90		107 John Ave
E 101-43100-383		Gas Utilities	\$16.80		306 Playhouse
E 101-43100-383		Gas Utilities	\$712.25		304 Louis St
E 101-42210-383		Gas Utilities	\$621.22		110 Louis St
E 602-49470-383		Gas Utilities	\$0.00		105 Benton St
		Total	\$1,730.17		
<b>27097</b>	04/04/22	<b>CITY OF SHAKOPEE</b>			
E 101-42110-310		Other Professional Servic	\$2,100.00	10375	Annual Drug Task Force Dues
		Total	\$2,100.00		
<b>27098</b>	04/04/22	<b>COLLABORATIVE PLANNING, LLC</b>			
E 101-41910-310		Other Professional Servic	\$378.00	062	Misc. Planning
E 101-41910-310		Other Professional Servic	\$540.00	063	Winkler Crossing 4th Addition
E 101-41910-310		Other Professional Servic	\$54.00	064	STARS ELC
		Total	\$972.00		
<b>27099</b>	04/04/22	<b>DWK CLEAN WATER SERVICES, LLC</b>			
E 602-49450-312		Contractual Services	\$1,080.00	0322	WWTP Monthly Water Testing - March
		Total	\$1,080.00		
<b>27100</b>	04/04/22	<b>ECM PUBLISHERS, INC.</b>			
E 101-41400-350		Print/Publications (GENE	\$37.80	882233	Publish Public Hearing April 4 Prelim Plat
		Total	\$37.80		
<b>27101</b>	04/04/22	<b>MARK EGGERS</b>			
E 101-43100-331		Travel/Education Expense	\$373.44		Hotel and 2 meals for Class B Water Testing
E 101-43100-417		Uniforms	\$84.99		Boot Reimbursement
		Total	\$458.43		
<b>27102</b>	04/04/22	<b>EMERGENCY TECHNICAL DECON</b>			
E 101-42230-312		Contractual Services	\$1,010.95	197	CFD Gear Repairs
		Total	\$1,010.95		
<b>27103</b>	04/04/22	<b>HAWKINS, INC</b>			
E 602-49450-216		Chemicals and Chem Pro	\$6,115.04	6144910	Chemicals
E 601-49400-216		Chemicals and Chem Pro	\$623.40	6144912	Chemicals

## CITY OF COLOGNE

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**\*Check Detail Register©**

Batch: 040422CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$6,738.44		
<b>27104</b>	04/04/22	<b>PAULA HELD</b>			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
<b>27105</b>	04/04/22	<b>JOSTAN SERVICES, INC.</b>			
E 101-45100-401		Repairs/Maint Buildings	\$693.03	8249	CCC Cleaning - March
Total			\$693.03		
<b>27106</b>	04/04/22	<b>LORI KASEL</b>			
E 101-46200-430		Miscellaneous (GENERAL	\$10.68		Treats for Seniors
Total			\$10.68		
<b>27107</b>	04/04/22	<b>JOSHUA KERWOOD</b>			
G 101-22000		Deposits	\$50.00		Full Refund
G 101-20300		Sales Tax Payable	\$4.13		Full Refund
G 101-20301		Sales Tax Payable - Trans	\$0.30		Full Refund
R 101-00000-34793		Gym Fees/Rentals	\$60.00		Full Refund
Total			\$114.43		
<b>27108</b>	04/04/22	<b>LEAGUE OF MN CITIES INSURANCE</b>			
E 101-43100-151		Worker s Comp Insurance	\$4,549.38	WC 1002630	Workers Comp Insurance
E 101-45200-151		Worker s Comp Insurance	\$1,447.53	WC 1002630	Workers Comp Insurance
E 602-49450-151		Worker s Comp Insurance	\$3,412.04	WC 1002630	Workers Comp Insurance
E 601-49400-151		Worker s Comp Insurance	\$3,101.85	WC 1002630	Workers Comp Insurance
E 101-41400-151		Worker s Comp Insurance	\$1,137.34	WC 1002630	Workers Comp Insurance
E 101-42200-151		Worker s Comp Insurance	\$7,030.86	WC 1002630	Workers Comp Insurance
Total			\$20,679.00		
<b>27109</b>	04/04/22	<b>LOFFLER-131511</b>			
E 101-41400-404		Repairs/Maint Machinery/	\$48.27	3982484	Monthly Copier Lease March
Total			\$48.27		
<b>27110</b>	04/04/22	<b>MELCHERT, HUBERT,SJODIN, PLLP</b>			
E 101-41600-304		Legal Fees	\$421.20	160898	Data Practices
E 101-41600-304		Legal Fees	\$608.40	160899	STARS ELA Grant
E 101-41600-304		Legal Fees	\$873.60	160900	Misc legal
E 101-41600-304		Legal Fees	\$927.90	160901	Winkler Crossing 4th Addn
E 101-41600-304		Legal Fees	\$112.50	160902	STARS ELA Development
Total			\$2,943.60		
<b>27111</b>	04/04/22	<b>METRO WEST INSPECTION SERVICES</b>			
E 101-42400-310		Other Professional Servic	\$2,460.03	3223	Permits Finaled - March
Total			\$2,460.03		
<b>27112</b>	04/04/22	<b>METRO FIBERNET</b>			
E 101-43100-320		Communications (GENER	\$173.77		Phones
Total			\$173.77		
<b>27113</b>	04/04/22	<b>AMIE MEULENERS</b>			



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**\*Check Detail Register©**

Batch: 040422CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
<b>27114</b>	04/04/22	<b>MID-AMERICAN RESEARCH CHEMICAL</b>			
E 101-43100-401		Repairs/Maint Buildings	\$194.37	0756786	PW Supplies
E 101-43100-404		Repairs/Maint Machinery/	\$292.66	0757680	Truck Wash Supplies
		Total	\$487.03		
<b>27115</b>	04/04/22	<b>MN DEPT OF HEALTH</b>			
E 601-49400-208		Training and Instruction	\$23.00		M. Eggers Class B Certification Fee
		Total	\$23.00		
<b>27116</b>	04/04/22	<b>MN VALLEY ELECTRIC COOPERATIVE</b>			
E 602-49470-381		Electric Utilities	\$57.60		2140 N Village Parkway
E 101-43160-381		Electric Utilities	\$43.11		2043 Village Parkway Light
E 101-43160-381		Electric Utilities	\$262.20		Street Light Account
		Total	\$362.91		
<b>27117</b>	04/04/22	<b>MN VALLEY TESTING LABS</b>			
E 602-49450-311		Analysis	\$149.00	1134061	Water Analysis
E 602-49450-311		Analysis	\$149.00	1134830	Water Analysis
E 602-49450-311		Analysis	\$149.00	1135812	Water Analysis
		Total	\$447.00		
<b>27118</b>	04/04/22	<b>MICHELLE MORRISON</b>			
E 101-41400-207		Computer Software/Hardw	\$54.73		Adobe Monthly Subscription
E 101-41400-200		Office Supplies (GENERA	\$19.43		Franklin Printing Nameplate for Planning and Zoning
E 101-41400-200		Office Supplies (GENERA	\$24.49		Amazon 3 ring binders and dividers
		Total	\$98.65		
<b>27119</b>	04/04/22	<b>NCPERS Group Life Ins</b>			
E 101-41400-130		Employer Paid Ins (GENE	\$48.00	39700004202	Employee Life Insurance - April
E 601-49400-130		Employer Paid Ins (GENE	\$16.00	39700004202	Employee Life Insurance - April
E 602-49450-130		Employer Paid Ins (GENE	\$16.00	39700004202	Employee Life Insurance - April
E 101-43100-130		Employer Paid Ins (GENE	\$16.00	39700004202	Employee Life Insurance - April
		Total	\$96.00		
<b>27120</b>	04/04/22	<b>NORTHERN SAFETY TECHNOLOGY INC</b>			
E 101-43100-404		Repairs/Maint Machinery/	\$170.78	53776	PW Supplies
		Total	\$170.78		
<b>27121</b>	04/04/22	<b>POST OFFICE</b>			
E 101-41400-322		Postage	\$130.00		Annual Box Rental
		Total	\$130.00		
<b>27122</b>	04/04/22	<b>QUALITY FLOW SYSTEMS, INC</b>			
E 602-49450-404		Repairs/Maint Machinery/	\$287.50	42647	Service Call bad check valve
		Total	\$287.50		
<b>27123</b>	04/04/22	<b>SECURITY CARD MEMBER SERVICE</b>			
E 101-45100-210		Operating Supplies (GEN	\$110.00		Gym Wipes

# CITY OF COLOGNE

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## \*Check Detail Register©

Batch: 040422CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41400-331		Travel/Education Expense	\$615.00		J. Dickson MCMA Conference
E 101-43100-200		Office Supplies (GENERA	\$30.55		PW Label maker
E 101-45200-430		Miscellaneous (GENERAL	\$303.35		Flags
E 101-43100-401		Repairs/Maint Buildings	\$174.32		PW supplies
E 101-43100-331		Travel/Education Expense	\$341.25		M. Egger Hotel for testing
		Total	\$1,574.47		
<b>27124</b>	04/04/22	<b>TOWN &amp; COUNTRY GLASS INC.</b>			
E 101-45100-401		Repairs/Maint Buildings	\$95.00	12824	Repairs to Front Entry Door Lock
		Total	\$95.00		
<b>27125</b>	04/04/22	<b>USA BLUE BOOK</b>			
E 602-49450-210		Operating Supplies (GEN	\$306.69	901802	Full Disclosure Signs
		Total	\$306.69		
<b>27126</b>	04/04/22	<b>WACONIA CHOIR BOOSTERS</b>			
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
<b>27127</b>	04/04/22	<b>WATER CONSERVATION SERVICE, IN</b>			
E 601-49400-312		Contractual Services	\$561.96		Water Leak Detection Services
		Total	\$561.96		
<b>27128</b>	04/04/22	<b>XCEL ENERGY</b>			
E 101-41940-381		Electric Utilities	\$152.60		701 Lake St W / PW Maintenance Bldg
E 101-42210-381		Electric Utilities	\$528.07		Louis Hall
E 101-43100-381		Electric Utilities	\$405.35		Storage Shed / PW Facility
E 101-43160-381		Electric Utilities	\$1,596.35		1108 Village Pkwy Street Light / Street Light
E 101-45200-381		Electric Utilities	\$109.71		3002 Gold Nuggett Dr / Lions Park Tennis Courts
E 601-49400-381		Electric Utilities	(\$178.84)		Well #3 / Water Tower and Wells
E 602-49450-381		Electric Utilities	\$5,574.54		WWTP
E 602-49470-381		Electric Utilities	\$67.78		115 Paul Ave S / Lift Stations
E 101-45100-381		Electric Utilities	\$0.00		Cologne Community Center
E 601-49400-381		Electric Utilities	\$2,958.73		2224 Naples
		Total	\$11,214.29		
		<b>10100 Checking</b>	<b>\$57,757.47</b>		

### Fund Summary

#### 10100 Checking

101 GENERAL FUND	\$33,247.18
601 WATER FUND	\$7,146.10
602 SEWER FUND	\$17,364.19
	<u>\$57,757.47</u>

Clerk Treasurer

Date

City of Cologne Payroll 29-Mar-22					
Employee		EFT	\$	11,751.71	March 29, 2022 Payroll
IRS	921E	EFT	\$	4,399.11	March 29, 2022 Payroll
MN Department of Revenue	922E	EFT	\$	762.78	March 29, 2022 Payroll
PERA	923E	EFT	\$	2,424.30	March 29, 2022 Payroll
		<b>Total</b>	\$	19,337.90	

**COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM  
SUBRECIPIENT AGREEMENT FOR  
STARS EARLY LEARNING ACADEMY**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Cologne, a political subdivision of the State of Minnesota (“Recipient”) and STARS Early Learning Academy, a Minnesota nonprofit corporation (“Subrecipient”).

**WHEREAS**, Recipient applied for a Community Growth Partnership Initiative (“CGPI”) grant from the Carver County Community Development Agency (the “Agency” or the “CCCD”) to assist Subrecipient with site work, utilities, landscaping, parking, and sidewalk/trail improvements in connection with development of the vacant lot adjacent to City Hall located in Cologne at Village Market Drive, as shown in the attached Exhibit A (“Project”);

**WHEREAS**, Recipient has received a CGPI grant in the amount of One Hundred Thousand dollars (\$100,000) (the “Grant Funds”) to carry out municipal development efforts in cooperation with Subrecipient in accordance with the Community Development Grant Agreement (“CDGA”) attached as Exhibit B, and to reimburse Subrecipient for funds expended on the Project;

**WHEREAS**, the Grant Funds are being distributed with the understanding that there is a match of the total Grant Funds based upon the expenditure by Subrecipient of two dollars (\$2.00) of funds for each one dollar (\$1.00) of Grant Funds (“Matching Funds”);

**WHEREAS**, in consideration of the Grant Funds, Subrecipient shall make best efforts to add at least fourteen (14) full-time equivalent positions in connection with the Project earning a minimum of Seventeen Dollars (\$17.00) per hour; and

**WHEREAS**, to receive the Grant Funds, Subrecipient agrees to the requirements and conditions of this Agreement.

**NOW, THEREFORE**, the parties to this Agreement do hereby agree as follows:

**1. SCOPE OF SERVICES**

- 1.1 Subrecipient shall be reimbursed from the Grant Funds to perform the Project, subject to the requirements of this Agreement and the requirements set forth in the CDGA.
- 1.2 Subrecipient shall take all necessary actions, not only to comply with the requirements of the CDGA, but to comply with any requests by Recipient with respect to its compliance with that agreement, it being understood that Recipient is responsible to the Agency for ensuring compliance with such requirements, which includes, but is not limited to, providing the Recipient with copies of all surveys, environmental assessments, engineering reports, and wetland delineation information. Subrecipient also will promptly notify Recipient of any changes in the scope or character of the Project.

- 1.3 At the request of Recipient, on a form to be provided, Subrecipient shall submit a schedule, corresponding to the terms of this Agreement, showing milestones for Project implementation and timely expenditure of funds. Subrecipient shall promptly provide other information as requested to assure compliance with Agency timeliness requirements and reporting requirements.

## **2. TERM OF AGREEMENT**

This Agreement is effective on the date that all parties who are signatories have executed the Agreement (the “Effective Date”). This Agreement automatically terminates when the CDGA terminates or at such time the Project contemplated in this Agreement is satisfactorily completed before that date (the “Termination Date”). Upon expiration, cancelation, or termination of this Agreement, Recipient’s obligation to distribute unexpended CGPI Grant Funds to Subrecipient shall terminate.

## **3. THIRD PARTY AGREEMENTS**

Subrecipient shall notify Recipient in writing of the vendor or vendors retained to perform the services shown on Exhibit A, whether in whole or in part, and the scope of the vendor’s involvement with the Project. Recipient shall have the right to object to any vendor and Subrecipient shall not allow any such vendor to perform any services related to the Project. Subrecipient shall not otherwise assign, transfer, or pledge this Agreement (nor the services to be performed hereunder), whether in whole or in part, without the prior written consent of Recipient and the Agency.

## **4. AMENDMENTS TO AGREEMENT**

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when reduced to writing as an amendment to this Agreement and signed, approved, and properly executed by the authorized representatives of the parties. An exception to this process will be in amending Exhibit B to this Agreement. Exhibit B shall be deemed amended when the parties to that certain agreement in Exhibit B execute any amendments thereto.

## **5. PAYMENT OF GRANT FUNDS**

- 5.1 Upon application to Recipient by Subrecipient, Recipient agrees to provide Subrecipient with Grant Funds, not to exceed One Hundred Thousand dollars (\$100,000), to enable Subrecipient to carry out the Project as described in Exhibit A. Disbursement of the Grant Funds is dependent upon reimbursement of Grant Funds to Recipient under Section 1.06 of the CDGA.
- 5.2 It is understood that Recipient shall be held accountable to the Agency for the lawful expenditure of Grant Funds distributed under this Agreement. Recipient shall therefore make no payment of Grant Funds to Subrecipient for the Project prior to having received proper documentation from Subrecipient for the expenses incurred as well as copies of all documents and records needed to ensure that Subrecipient has complied with all applicable regulations and requirements. For purposes of this Agreement,

“proper documentation” is such that allows for the completion of the Agency Reimbursement Request form attached as Exhibit C, which includes but is not limited to the following:

- a. Bills and invoices from third parties for which Subrecipient seeks reimbursement; and
- b. Documentation showing in sufficient detail that Subrecipient has provided Matching Funds of amount and kind sufficient to satisfy the applicable requirements set forth in the CDGA.

## **6. JOB CREATION**

Subrecipient shall use best efforts to add a minimum of fourteen (14) new full-time equivalent positions in connection with the Project with each position earning at least Seventeen Dollars (\$17.00) per hour, within twelve (12) months of the first disbursement of Grant Funds from Recipient to Subrecipient. If Subrecipient does not exert best efforts to create or retain this minimum number of full-time equivalent positions within twelve (12) months of the first disbursement, Recipient may declare Subrecipient in default of this Agreement by giving Subrecipient written notice of default. If such notice of default is given: i) Subrecipient shall pay back to Recipient, within thirty (30) days of the date of the notice, all CGPI Grant Funds disbursed to Subrecipient; and ii) Recipient’s obligation to disburse any further CGPI Grant Funds shall automatically terminate. The provisions of this Section 6 shall survive the expiration, cancelation, or termination of this Agreement.

## **7. INDEMNITY AND INSURANCE**

- 7.1 Subrecipient shall defend, indemnify, and hold harmless Recipient and the Agency, their elected officials, officers, agents, volunteers, and employees from and against all costs, expenses, claims, suits, or judgements arising from any injury, loss, or damage sustained by any person or corporation, including employees of Subrecipient, its vendors, agents, and subcontractors and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by Subrecipient or its vendors, agents, or subcontractors in connection with the Project or under this Agreement. The provisions of this Section 7.1 shall survive the expiration, cancelation, or termination of this Agreement.
- 7.2 In order to protect Recipient and the Agency from liability and to effectuate the indemnification provisions hereinabove, Subrecipient shall secure, maintain, and pay for insurance from an insurance company in form and content as will, in Recipient’s reasonable discretion, protect against claims or losses which may arise out of the operations of Subrecipient or out of the operations of any agent, vendor, subcontractor or anyone employed by either Subrecipient or any subcontractor or by anyone for whose acts Subrecipient or any sub-contractor may be liable for the Project and under this Agreement (“Subrecipient Certificate of Insurance”). The Subrecipient Certificate of Insurance shall include, but not be limited to, minimum coverages and limits of

liability specified below, or required by law. Unless otherwise specifically waived in writing signed by Recipient, the required insurance shall not be less than the following:

- a. Public Liability, Personal Injury, and Property Damage: \$1,500,000.00 for each occurrence.
- b. Worker's Compensation Insurance and Employer's Liability Insurance: Shall be secured and maintained as required by the State of Minnesota.
- c. Automobile and Truck Public Liability, Personal Injury and Property Damage, Including Owned and Non-Owned Vehicles: \$1,500,000.00 for each occurrence.
- d. Insurance: Before commencement of the work, Subrecipient shall submit written evidence that it has obtained, for the period of this Agreement, builder's "all-risk" completed value insurance coverage, excluding flood insurance, upon the Project in its entirety including completed work and work in progress. Such insurance shall include as additional named insureds (i) Recipient, (ii) Recipient's officers, employees, and agents, and (iii) any other persons with an insurable interest designated by Recipient as an additional named insured. Such insurance may have a deductible clause, but the amount of the deductible shall not exceed \$5,000.00.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of Subrecipient to determine the need for and to procure additional insurance that may be needed in connection with the construction of the Project.

- e. Each Subrecipient Certificate of Insurance shall contain a clause providing that the related policy shall not be cancelled by the insurance company without a minimum of thirty (30) days' written notice to Recipient of intention to cancel.
- f. A copy of the Subrecipient Certificate of Insurance which evidences compliance with this paragraph must be filed with Recipient prior to the start of the Project.

7.3 If the Project is damaged or destroyed and Subrecipient elects not to complete the Project, Subrecipient shall pay back to Recipient, within thirty (30) days of the date of such damage or destruction, all CGPI Grant Funds disbursed to Subrecipient.

7.4 This section shall in no way be intended by the parties hereto as a waiver of the liability limits specified in Minnesota Statutes Section 466.04, as amended. The provisions of this Section 7.4 shall survive the expiration, cancelation, or termination of this Agreement.

## **8. DATA PRIVACY**

Subrecipient agrees to abide by the provisions of the Minnesota Government Data Practices Act (Minn. Stat. § 13.01 *et seq*) and all other applicable state and federal laws, rules, and regulations relating to data privacy or confidentiality. Subrecipient agrees to defend,

indemnify, and hold Recipient and the Agency and their respective elected officials, officers, agents, volunteers, and employees harmless from any claims resulting from Subrecipient's unlawful disclosure or use (or both) of such protected data. The provisions of this Section 8 shall survive the expiration, cancelation, or termination of this Agreement.

## **9. SUSPENSION OR TERMINATION**

- 9.1 Subrecipient's failure to materially comply with any term of this Agreement or its failure to administer the work so as to endanger the performance of this Agreement shall constitute noncompliance and default, which may only be excused in writing by the Recipient. This Section 9.1 shall survive the expiration, cancelation, or termination of this Agreement.
- 9.2 Any representation or warranty made by Subrecipient in association with this Agreement or the CDGA, or any other document referred to in such documents, or any financial statement certificate, or any report furnished pursuant to this Agreement, or any representation or warranty made in order to induce Recipient or the Agency to approve the CGPI grant, the amount of Grant Funds, or the disbursement of Grant Funds which proves to be untrue in any material respect or materially misleading at the time such representation or warranty was made, shall constitute a default of this Agreement. Unless Subrecipient's default is excused by Recipient in writing, Recipient may immediately cancel this Agreement in its entirety. This Section 9.2 shall survive the expiration, cancelation, or termination of this Agreement.
- 9.3 Recipient's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- 9.4 This Agreement may be cancelled with or without cause by either party upon thirty (30) days' written notice. If canceled by Subrecipient then all Grant Funds must be returned to Recipient within fifteen (15) days of the date of cancelation.
- 9.5 Grant Funds allocated to Subrecipient under this Agreement may not be obligated or expended by Subrecipient following the date of expiration, cancelation, or termination of this Agreement and shall automatically revert to Recipient for release to CCCDA. The provisions of this Section 9.5 shall survive the expiration, cancelation, or termination of this Agreement.
- 9.6 Recipient may immediately cancel this Agreement in its entirety as a result of Subrecipient's noncompliance or default under this Agreement and may seek from Subrecipient the repayment of any or all Grant Funds, which shall be returned by Subrecipient within thirty (30) days of Recipient's request.
- 9.7 Subrecipient shall reimburse Recipient for all costs, expenses, and fees, including reasonable attorney's fees and accountant's fees, incurred as a result of Subrecipient's default of this Agreement, in seeking repayment or reversion of the Grant Funds, or auditing Subrecipient's records related to the CGPI Grant Funds and this Agreement.



## **10. REVERSION OF ASSETS**

Upon expiration, cancelation, or termination of this Agreement, Subrecipient shall transfer to Recipient any unexpended Grant Funds on hand or in accounts receivable attributable to the use of Grant Funds. The provisions of this Section 10 shall survive the expiration, cancelation, or termination of this Agreement.

## **11. IMPLEMENTATION**

Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of the Project.

## **12. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY**

12.1 During the performance of this Agreement, Subrecipient agrees to the following: In accordance with the Minnesota Human Rights Act, no person shall be excluded from full employment rights or participation in, or the benefits of, any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, gender, gender-identity, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

12.2 Subrecipient will furnish all information and reports required to comply with all applicable state and federal laws, rules, and regulations pertaining to discrimination and equal opportunity. The provisions of this Section 12.2 shall survive the expiration, cancelation, or termination of this Agreement.

## **13. RECORDKEEPING**

Subrecipient shall maintain records of the receipt and expenditure of all Grant Funds. Such accounts and records shall be kept and maintained by Subrecipient for a period of six (6) years following the Termination Date. All records shall be made immediately available upon request of Recipient for inspection(s) and audit(s) by Recipient or its representatives. If a financial audit determines that Subrecipient has improperly expended Grant Funds, resulting in the Agency disallowing such expenditures, Recipient reserves the right to recover from Subrecipient such disallowed expenditures from non-CGPI Grant Fund sources. The provisions of this Section 13 shall survive the expiration, cancelation, or termination of this Agreement.

## **14. ACCESS TO RECORDS**

Recipient shall have authority to review any and all procedures and all materials, notices, documents, and related items prepared by Subrecipient in implementation of this Agreement, and Subrecipient agrees to provide all information required by any person authorized by Recipient to request such information from Subrecipient for the purpose of reviewing the same. The provisions of this Section 14 shall survive the expiration, cancelation, or termination of this Agreement.

## **15. TIME**

Time is of the essence of the performance of the terms and conditions of this Agreement. The provisions of this Section 15 shall survive the expiration, cancelation, or termination of this Agreement.

## **16. NOTICE**

Reimbursement requests, written reports, correspondence, and notices of any other kind submitted to Recipient pursuant to this Agreement shall be directed to:

City of Cologne  
Attn: City Administrator  
1211 Village Parkway  
Cologne, MN 55322

Any notice, demand, or other communication under this Agreement to Recipient shall be given by registered or certified mail, posted prepaid, return receipt requested, or delivered personally to Recipient at the address above.

Any notice, demand, or other communication under this Agreement to Subrecipient shall be given by registered or certified mail, posted prepaid, return receipt requested, or delivered personally to Subrecipient at the address below.

STARS Early Learning Academy  
Attn: \_\_\_\_\_  
300 West Lake Street  
Cologne, MN 55387

The provisions of this Section 16 shall survive the expiration, cancelation, or termination of this Agreement.

## **17. WARRANTY OF LEGAL CAPACITY**

The individuals signing this Agreement on behalf of Recipient and on behalf of Subrecipient represent and warrant on Recipient and Subrecipient's behalf, respectively, that the individuals are duly authorized to execute this Agreement on Recipient and Subrecipient's behalf, respectively, and that this Agreement constitutes Recipient and Subrecipient's valid, binding, and enforceable agreements. The provisions of this Section 17 shall survive the expiration, cancelation, or termination of this Agreement.

## **18. WARRANTY OF FUNDS**

Subrecipient warrants that it has sufficient funds to complete the purposes of the Project and sufficient capacity to administer the Project. The provisions of this Section 18 shall survive the expiration, cancelation, or termination of this Agreement.

## **19. NO AGENCY, PARTNERSHIP OR JOINT VENTURE**

This Agreement does not create any partnership, joint venture, association, employment, or principal and agent relationship between Recipient and Subrecipient.

## **20. DAMAGES**

In the event of a default of this Agreement by Recipient, Subrecipient shall not be entitled to recover punitive, special, or consequential damages or damages for loss of business. The provisions of this Section 20 shall survive the expiration, cancelation, or termination of this Agreement.

## **21. GOVERNING LAW**

This Agreement shall be controlled by the laws of the State of Minnesota. The provisions of this Section 21 shall survive the expiration, cancelation, or termination of this Agreement.

## **22. SEVERABILITY**

The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement. The provisions of this Section 22 shall survive the expiration, cancelation, or termination of this Agreement.

## **23. ENTIRE AGREEMENT**

The recitals, Exhibit A, Exhibit B, and Exhibit C are specifically incorporated into and made a part of this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by authorized representatives the parties, unless otherwise specifically provided herein. The provisions of this Section 23 shall survive the expiration, cancelation, or termination of this Agreement.

## **24. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. Signatures transmitted by fax, email, or other electronic means (e.g., pdf format) are binding, delivered, and enforceable.

[Signature Pages Follow]

**RECIPIENT EXECUTION**

Recipient, having signed this Agreement, and pursuant to such approval and the proper officials of Recipient having signed this Agreement, agrees to be bound by the provisions of this Agreement.

Date: \_\_\_\_\_, 2022

CITY OF COLOGNE

\_\_\_\_\_  
Matt Lien, Mayor

\_\_\_\_\_  
Jesse Dickson, City Administrator

**SUBRECIPIENT EXECUTION**

Subrecipient, having signed this Agreement, and pursuant to such approval and the proper officials of Subrecipient having signed this Agreement, agrees to be bound by the provisions of this Agreement.

Date: \_\_\_\_\_, 2022

**STARS Early Learning Academy**

\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
By:

Its:

\_\_\_\_\_  
By:

Its:

**EXHIBIT A**  
**PROJECT PLANS**



Exhibit A-1



## Community Growth Partnership Initiative 2022 Community Development Grant Application

Project name:	STARS Early Learning Academy
Applicant:	City of Cologne
Contact name:	Jesse Dickson
Contact email and phone:	jessed@colognemn.com 952-466-2064
Authorized official for contract execution (name and title):	

### Project Summary

STARS Early Learning Academy (STARS ELA) is a nonprofit daycare opening in the Fall of 2022. STARS ELA is a non-profit, high-quality, licensed center whose main purpose is to serve the community for childcare services for infants, toddlers, preschoolers, and school-aged children. School-aged children would include before and after school care, as well as, summer programs. The proposed grant project aligns with the creation of this nonprofit daycare provider- to increase the supply of quality childcare available so that families can go back to work. STARS ELA is a separate non-profit daycare from the school district. A new non-profit, the STARS Building LLC will lease the building to STARS ELA

The CGPI Grant will provide supportive funding to fulfill both the community's desire and the STARS ELA's board to execute the business plan into a reality by using the grant funds for the child care start-up costs, incentives for new employees and their training, and for initial site-building needs.

### 1. Request Details

1a. Request Amount: \$100,000

1b. Proposed activities/use of CGPI funds (check all applicable boxes)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Acquisition            | <input checked="" type="checkbox"/> Utilities | <input checked="" type="checkbox"/> Sidewalks/Trails |
| <input type="checkbox"/> Lighting               | <input checked="" type="checkbox"/> Site Work | <input type="checkbox"/> Demolition                  |
| <input checked="" type="checkbox"/> Landscaping | <input type="checkbox"/> Roadways             | <input type="checkbox"/> Stormwater                  |
| <input type="checkbox"/> Streetscaping          | <input type="checkbox"/> Soil Remediation     | <input type="checkbox"/> Environmental cleanup       |
| <input checked="" type="checkbox"/> Parking     | <input type="checkbox"/> Relocation           |  |
| <input type="checkbox"/> Other (list) _____     |   |  |

## 2. Readiness Details

Milestone	Commitment date or anticipated date	Amount
<i>Construction Timeline</i>		
Market/feasibility study	12/15/2022	Not Applicable
Land use approvals (including any zoning, comprehensive plan amendments, variances, etc.)	3/15/2022	Not Applicable
Environmental approvals	3/1/2022	Not Applicable
Construction bids	4/1/2022	Not Applicable
Permits	3/15/2022	Not Applicable
Site control	3/1/22	Not Applicable
Financial closing	4/15/2022	Not Applicable
Clean up/demolition		Not Applicable
Begin construction	5/1/2022	Not Applicable
Project completion	9/1/2022	Not Applicable
<i>Project Funding Sources</i>		
First mortgage		3,637,000
General partner cash/other equity		810,000
Syndication proceeds		
Deferred loans		
TIF		
Sales tax/energy rebates		
Deferred developer fee		
Met Council TOD/LCDA/TBRA		
DEED Redevelopment/Cleanup		
DEED MIF/JCF		
Carver County CDA CGPI		100,000
City		
Other:		
Other:		

2a. Total development cost: **\$4,547,000** Percentage of funds committed: **91%**

2b. List other sources of funds requested or considered but not obtained for the project and explain why.

MN DEED grant application was submitted in 2021.

Reportedly there were \$10 in requested grant funds for every \$1 in available funds.



### 3. Project Details

3a. Site address(es)

3b. Site size

3c. Number of parcels

3d. Parcel ID(s):

#### Housing

3e. Are there any existing housing units on the site: ☐ Yes ☒ No  
If so, how many?   
Are any of the units vacant? ☐ Yes ☐ No ☒ N/A

3f. Are any of the existing units affordable? ☐ Yes ☐ No

#### 3g. Housing Units *(Indicate the number of housing units planned in the project)*

	Total Units	New Units	Retained Units	Owner-Occupied	Rental Units	Market Rate	Affordable Units	Affordability Level (% AMI)
Single Family								
Townhome								
Apartments/Condos								
Duplexes								
Other (Specify)								

3h. Is there a mechanism to ensure long term affordability? ☐ Yes ☐ No

3i. If yes, please describe the type and length of affordability.

3j. Who is the target population for these units (seniors, families, etc.)?

3k. If the project is a rental project, is the owner willing to accept Tenant Based Rental Assistance (Housing Choice Voucher or other tenant based rental assistance)?

☐ Yes ☐ No

Commercial

3l. Are there existing commercial buildings on the site: Yes ☐ No ☒ If so, how many?   
 Are any of the units vacant? Yes ☐ No ☐ N/A ☒

3m. Commercial square footage (Indicate the square footage and jobs planned for the project)

	Total square footage	New square footage	Retained square footage	New FTEs	Retained FTEs	Jobs with wages ≥\$17/hour
Retail/commercial						
Industrial						
Office						
Other (Specify)	17,000	17,000		14		14

3n. List and describe any businesses that will be located on the site. Identify any that are Small Business Enterprises (SBE), Women Business Enterprises (WBE), Minority Business Enterprises (MBE) or Veteran owned.

The building will be used for a child care center and small coffee shop

4. Project Costs

4a. Current taxable market value of the site: \$325,000

4b. Anticipated taxable market value after redevelopment:

4c. Development costs  
 Acquisition cost:  Total development cost:

4d. Proposed cost of activities/use of CGPI funds

Activity	Total Cost	CGPI Request
Acquisition	\$300,000	
Utilities		
Sidewalks/Trails		
Lighting		
Site Work	\$2,890,000	
Demolition		
Landscaping		
Roadways		
Stormwater		
Streetscaping		
Soil Remediation		
Environmental cleanup		
Parking		
Other	\$259,500	
Other Financing and Fees	\$100,500	

## 5. Narrative

5a. Describe how this project fits into the city's goals and the Redevelopment Plan, it's public purpose, any extraordinary costs, and the community's need for the project. Describe other projects completed/underway as part of the Redevelopment Plan or in the area and how this project may catalyze additional (re)development.

The City of Cologne has seen significant housing development recently and anticipates increasing growth into the future as Highway 212 is built to four lanes through the City. One challenge the community faces is a lack of meeting the child care needs of the families that are either moving out to Cologne or starting in Cologne. The project's public benefit is directly in line with the needs of the growing community.

5b. Provide a brief history of the site including previous uses, slum or blight, activities, contamination and other attempts at redevelopment.

The two parcels were originally part of the Village Market 2nd Addition plat from 2006. Around that same time there were site plans created for a gas station/convenience store to be built over the two parcels but no formal City applications were submitted or approved. There is no known blight, contaminations, prior attempts at development, or previous uses.

5c. How does your project create a more livable community? Include information about the mix of uses, proximity to transit, reduced/shared parking, resiliency, walkable neighborhoods, green space, increased density, benefits to businesses/organizations, and community building elements.

Although there are several home child care operations in Cologne, a center-based operation will provide larger group support that will begin to address the increased demand for child care in the community. Without such services, families and households are restricted on what they may like to do or need to do from an employability standpoint, therefore this project is creating a more livable community.

According to First Children's Finance, the City of Cologne has an unmet child care need for 173 children in the community. Adding a child care facility will greatly reduce the number of families that are either not able to send their children to daycare or have to commute to another city in order to receive child care.

5d. Describe any contamination on the project site or in the redevelopment plan area. Was a Response Action Plan developed? Will the project be cleaning up any contaminated soils, hazardous waste or other elements? If so, describe the type of clean up.

N/A

5e. Describe how the project is maximizing the potential of the site.

Due to the proximity to Cologne Academy, with an enrollment of roughly 700 children as well as being Cologne's largest employer, there is great potential for parents to save extra trips if they might otherwise need to take one child to school in Cologne and daycare elsewhere. Physically, the proposed site plan utilizes nearly the entirety of the two parcels. Any necessary stormwater treatment will plan to be taken care of by the nearby stormwater pond directly across the street from the project site.

5f. Will any existing residents, tenants or businesses be temporarily or permanently relocated as a part of this project? If so, please describe how relocation will occur.

No

5g. Describe the biggest challenges or extraordinary costs facing your project and explain why the project is not feasible without CGPI funds. Please include any challenges not previously described such as status of site control, financing, rents and returns, tenants/leasing and other items pertinent to a successful project.

Developing and operating quality child care centers is extremely challenging in today's environment given the escalating personnel costs, lack of skilled workers and ability of families to cover the required costs. To make the project feasible Cologne Academy will be partnering with the Community Asset Foundation another, non profit who will help develop the project. The building will be owned by STARS Building LLC and leased to STARS ELA. Through this structure the facility can obtain long term, low cost financing. The partners have received a commitment to donate the land which is valued at \$800,000. The partners have also been working with First Children's Finance on developing a cash flow forecast for the project.

#### Attachments

- ☐ 1. City Resolution (sample is attached and must contain all provisions listed)
- ☐ 2. Location map
- ☐ 3. Site plan and elevations (if available)
- ☐ 4. Existing conditions photos
- ☐ 5. Redevelopment plan (if it is a redevelopment project)
- ☐ 6. Relocation plan (if applicable)
- ☐ 7. Copies of any funding commitments
- ☐ 8. Evidence of site control
- ☐ 9. Development pro forma that includes such things as sources and uses, financing assumptions of any debt, debt service coverage ratio, loan to value, loan to cost, percent equity and cash on cash return.

## **EXHIBIT B**

# **CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM COMMUNITY DEVELOPMENT GRANT AGREEMENT BETWEEN CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY AND THE CITY OF COLOGNE**

## **CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY COMMUNITY GROWTH PARTNERSHIP INITIATIVE GRANT PROGRAM COMMUNITY DEVELOPMENT GRANT AGREEMENT**

THIS GRANT AGREEMENT entered into February 28, 2022, by and between the Carver County Community Development Agency, a public body corporate and politic (the "Agency"), and the City of Cologne, a political subdivision of the State of Minnesota (the "Grantee").

WHEREAS, pursuant to Resolution No. 15-15 the Agency established the Community Growth Partnership Initiative Grant Program (the "Program") to improve the tax base and quality of life in Carver County by assisting municipal redevelopment efforts and promoting the development of living wage jobs and affordable housing; and

WHEREAS, the activities to be undertaken under the Program are all activities that the Agency could undertake directly pursuant to *Minnesota Statutes*, §§469.001 to 469.047 and 469.090 to 469.1082; and

WHEREAS, this Agreement shall constitute a cooperation agreement between the parties, as contemplated by *Minnesota Statutes*, §§469.041, clause (8) and 469.101, subdivisions 5 and 14; and

WHEREAS, the Grantee submitted an application for a Redevelopment Incentive Grant (the "Application") in response to a request for proposals issued by the Agency and will use the grant funds made available under this Agreement to help fund the project identified in Attachment A (the "Project"); and

WHEREAS, the Agency has concluded that the Grantee has the necessary expertise, skill and ability to successfully administer the Grant (as hereinafter defined) for the Project and that the Project is in the best interests of the Agency and will positively contribute to meeting the goals of the Program; and

WHEREAS, the Grantee is a municipality of Carver County that is supportive of the Agency's mission and of the development of affordable housing and assisting small businesses; and

WHEREAS, the Agency agrees to provide grant funds to the Grantee pursuant to the Program and Resolution No. 22-05, subject to the terms, conditions, and clarifications hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Agency and the Grantee agree as follows:

### **ARTICLE 1: TERMS OF GRANT**

1.01 **Grant Amount:** The Agency agrees to provide a grant to the Grantee in the amount of **One Hundred Thousand Dollars (\$100,000)** (the "Grant") from the Program upon the terms and conditions and for the purposes set forth in this Agreement.

1.02 **Match Requirement:** The Grantee shall ensure there is a match of the total Grant amount received from the Agency based upon the expenditure of two dollars (\$2.00) of funds for each one dollar (\$1.00) of Grant funding ("Matching Funds"). Such Matching Funds shall (a) constitute the actual expenditure of Grantee or private funds on the Project described in Attachment A and not "in kind" contributions; and (b) be in balance at the time of each Grant disbursement pursuant to Section 1.06 hereof. The source and amount of Matching Funds shall be identified by the Grantee in each Reimbursement Request, as described in Section 1.06.

1.03 **Use of Funds:** The Grantee agrees to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the Agency, is contained in Attachment A ("Eligible Uses").

1.04 Grant Term: The Project shall be completed in a timely manner and all Grant funds will be expended upon eighteen (18) months of the date of this Agreement, August 31, 2023 (the "End Date").

1.05 Term Extension: The End Date may be extended beyond the original End Date at the sole discretion of the Executive Director of the Agency. The Grantee must submit any extension request in writing at least thirty (30) calendar days prior to the End Date (a) stating the reason for the extension request, (b) providing a proposed new End Date and (c) describing in reasonable detail proposed changes to the Project activities and budget, if any. The End Date may be extended only once and the extension shall not exceed one (1) year beyond the original End Date.

1.06 Disbursement of Grant Funds: The Agency will disburse Grant funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Agency by the Grantee upon forms provided by the Agency and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds in an amount at least equal to two times the amount of the Reimbursement Request. Subject to verification of the facts contained each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Agency will disburse the requested amount to the Grantee within fourteen (14) days after receipt of each Reimbursement Request.

1.07 Release of Unused Grant Funds: Upon the earlier of (a) Completion of the Project or (b) the End Date (the "Grant Release Date"), any Grant funds not previously disbursed to the Grantee for any reason shall be automatically released from the terms of this Agreement.

## ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

2.01 Accounting and Records: The Grantee agrees to accurately and completely establish and maintain detailed accounts and records relating to the receipt and expenditure of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Release Date. Such financial records shall sufficiently evidence the nature and expenditure of all Match Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 Audits: The accounts and records of the Grantee described in Section 2.01 shall be audited in the same manner as all other accounts and records of the Grantee and may, for a period of six (6) years following the Grant Release Date, be inspected on the Grantee's premises by the Agency or individuals or organizations designated by the Agency, upon reasonable notice thereof to the Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with State law.

2.03 Report Requirements: The Grantee shall periodically report to the Agency regarding the status of Project activities and the expenditures of the Grant funds. Reports are due on each May 31<sup>st</sup> and November 30<sup>th</sup> during the Grant term, as defined in Section 1.04. A final report is due sixty (60) days following the Grant Release Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

2.04 Acquisition and Relocation: The Grantee represents that all Project activities comply with all aspects of Minnesota Statutes, §§117.50 to 117.56 and the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if applicable.

2.05 Environmental Site Assessment: The Grantee represents that a Phase I Environmental Site Assessment or other environmental reviews have been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant and that any environmental issues have been or will be properly and adequately addressed. Issuance of this Grant neither implies any Agency responsibility for contamination, if any, at the Project site nor imposes any obligation on the Agency to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

## ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES

3.01 Authority: Grantee warrants that it is duly organized under applicable laws of the State of Minnesota and that it has authority to execute, deliver, and perform its obligations under this Agreement.

3.02 Use of Grant Funds: Grantee warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof.

3.03 Project Site Acknowledgments: The Grantee shall acknowledge the assistance provided by the Agency and Carver County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by Carver County CDA Community Growth Partnership Initiative Grant Program and support from Carver County". Until the Project is completed, the Grantee shall ensure the above acknowledgement language, or alternative language approved by the Executive Director of the Agency, is included on all signs located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project.

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Agency, which said consent may be withheld at the Agency's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: Grantee shall defend, hold harmless and indemnify the Agency and its elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified, or held harmless. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Agency of any immunities or limits on liability provided by applicable State law.

#### ARTICLE IV: DEFAULT AND REMEDIES

4.01 Default Defined: The term "Default" shall mean, whenever it is used in this Agreement (a) any failure by the Grantee to substantially observe or perform any material covenant, condition, obligation, or agreement on its part to be observed or performed hereunder or (b) any material breach of any representation set forth herein.

4.02 Remedies: Whenever a Default occurs, the Agency may immediately, without notice, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of a Default, but only if the alleged Default has not been cured within said thirty (30) days or, if the alleged Default cannot be cured within said thirty (30) days, within such time as is reasonably determined by the Agency as necessary to cure (assuming Grantee diligently pursues such cure), the Agency may (a) terminate this Agreement by written notice, upon which all non-disbursed Grant Funds shall be released, and/or (b) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the Agency 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. In order to entitle the Agency to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.05 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Agency, 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.



## ARTICLE 5: GENERAL PROVISIONS

5.01 Amendments: The Agency and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Agency and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the Agency pursuant to this Agreement shall be directed to:

Carver County CDA  
Attn: Executive Director  
705 North Walnut Street  
Chaska, MN 55318

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

City of Cologne  
Attn: Jesse Dickson, City Administrator  
1211 Village Parkway  
Cologne, MN 55322

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the Agency represent and warrant on the Grantee's and the Agency's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Agency's behalf, respectively and that this Agreement constitutes the Grantee's and the Agency's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity, or content of this Agreement.



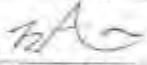
IN WITNESS WHEREOF, the Grantee and the Agency have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Agency.

Agency: The Carver County Community  
Development Agency


By:   
Julie Erick, Executive Director

Dated: 3-28, 2022

Grantee: City of Cologne

By:   
Matt Lien, Mayor

Dated: 3-1, 2022

By:   
Jesse Dickson, City Administrator

Dated: 3-1, 2022

# ATTACHMENT A

<b>Community Development Project Name:</b> STARS Early Learning Academy	
<b>Location:</b> Village Market Drive and School Street, Cologne	
<p><b>Community Development Project Description:</b> The STARS ELA project is a planned 17,000 square foot daycare/coffee shop facility with an anticipated opening date of fall 2022. In addition to daycare, it will serve before/after/summer care for school aged children. They anticipate serving 144 children (there is an unmet need in Cologne of 173). The land, located adjacent to City Hall and Cologne Academy is being donated towards the project. A jobs project that is estimated to create 14 new FTE all with living wages of at least \$17/hour.</p> <p>Eligible activities include: utilities, sidewalks/trails, site work, landscaping, and parking.</p>	
<b>Project Activities:</b>	<b>Budget:</b>
Acquisition	\$800,000
Construction	\$3,052,500
Architects/Engineers	\$75,000
Fees and Financing	\$246,530
Developer Fee	\$50,000
Contingency	\$280,000
<b>Total</b>	<b>\$4,504,030</b>
<b>Funding Sources:</b>	<b>Amounts:</b>
Mortgage	\$3,603,224
Land Donation	\$800,000
CGPI	\$100,000
Owner cash	\$806
<b>Total</b>	<b>\$4,504,030</b>

## **EXHIBIT C**

### **CARVER COUNTY CDA CGPI COMMUNITY DEVELOPMENT GRANT REIMBURSEMENT REQUEST FORM**

#### **Reimbursement Request Form for Carver County CDA CGPI Community Development Grant**

<b>Project Name:</b>	<input type="text"/>	<b>Date of Request:</b>	<input type="text"/>
<b>Requested Amount:</b>	<input type="text"/>	<b>Grant Termination Date:</b>	<input type="text"/>
<b>Reimbursement Request Number:</b>	<input type="text"/>	<b>Time Period covered:</b>	<input type="text"/>

Please refer to Grant Agreement for activities and items approved for reimbursement when completing the following table.

Activity	Budget	Beginning* Balance	Amount Requested	End* Balance	Match Amount	Match Source(s)

\* Note: If this is second or subsequent requests, Beginning Balance of Request #2 is the End Balance of Request #1, etc.  
Copies of invoices, payment documentation and verification of matching funds must accompany this request.

<b>Grantee:</b>	<input type="text"/>	<b>Original Grant Award:</b>	<input type="text"/>
<b>Project Manager:</b>	<input type="text"/>	<b>This Request:</b>	<input type="text"/>
<b>Title:</b>	<input type="text"/>	<b>Remaining Balance:</b>	<input type="text"/>
<b>Phone:</b>	<input type="text"/>		

I certify that the amounts requested for the above listed activities are eligible under the Carver County CDA CGPI Community Development Grant Agreement for this project.

Grantee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Cologne Lions Club Previous Gambling Permit Number: X-04136  
 Minnesota Tax ID Number, if any: MN ID # 23-1388839 Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
 Mailing Address: Po Box 174  
 City: Cologne State: MN Zip: 55322 County: Carver  
 Name of Chief Executive Officer (CEO): Don Wickenhauser  
 CEO Daytime Phone: 612-270-7766 CEO Email: lionmonkey67@gmail.com  
 (permit will be emailed to this email address unless otherwise indicated below)  
 Email permit to (if other than the CEO): Jeff+15445@gmail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lions Park Cologne  
 Physical Address (do not use P.O. box): 500 Lake St W  
 Check one:  
☒ City: Cologne Zip: 55322 County: Carver  
☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): May 14, 2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Don Winkler* Date: 3-30-22  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS****Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

<b>License Code:</b>	ONSS	<b>License Period Ending:</b>	06-30-2022	<b>Iden:</b>	67070
<b>Issuing Authority:</b>	Cologne				
<b>Licensee Name:</b>	Pounder's Bar & Grill Inc.				
<b>Trade Name:</b>	Pounder's Bar & Grill Inc.				
<b>Address:</b>	610 W Lake St				
	Cologne, MN 55322				
<b>Business Phone:</b>	612-735-1266				
<b>License Fees:</b>	<b>Off Sale:</b> \$0.00	<b>On Sale:</b> \$1,750.00	<b>Sunday:</b> \$200.00		

**Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.**

- |  |      |
|--|------|
| Police/Sheriff Signature   | Date |
| Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here. |      |





Minnesota Department of Public Safety  
Alcohol & Gambling Enforcement Division  
445 Minnesota Street, 1600  
St Paul, Minnesota 55101  
651-201-7507

**RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES**

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: CMBN License Period Ending: 6/30/2022 Iden: 73973  
Issuing Authority: Cologne  
Licensee Name: GMB Enterprise LLC  
Trade Name: Inn Town Wine & Spirits  
Address: 101 Paul Ave N Suite 1  
Cologne, MN 55322  
Business Phone: 952-466-2766  
License Fees: Off Sale: 100<sup>00</sup> On Sale: 525<sup>00</sup> Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

**Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.**

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability.(3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature

(Signature certifies all above information to be correct and license has been approved by city/county.)

DOB

SSN

Date

03/30/2022

City Clerk/Auditor Signature

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

Date

County Attorney Signature

County Board issued licenses only(Signature certifies licensee is eligible for license).

Date

Police/Sheriff Signature

Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Date



**CITY OF COLOGNE  
RESOLUTION NO. 22-08  
APPROVING ADVERTISEMENT FOR 2022  
SEASONAL PUBLIC WORKS HELP**

**WHEREAS**, the City of Cologne budgets for summer mowing/public works help; and

**WHEREAS**, City staff recommends advertisement to have help available as soon as possible; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cologne, Minnesota, to authorize City staff to advertise for two (2) seasonal mowing/public works positions for summer 2022.

Adopted by the City Council of the City of Cologne, Minnesota, this 4th day of April, 2022.

\_\_\_\_\_  
Matt Lein, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Morrison  
City Clerk

M/ \_\_\_\_\_

Lein \_\_\_\_\_

Szaroletta \_\_\_\_\_

Bruss \_\_\_\_\_

Lenzen \_\_\_\_\_

S/ \_\_\_\_\_

Kells \_\_\_\_\_