



City Council Meeting Agenda

Monday, June 5, 2023 7:00 PM

Cologne Community Center, 1211 Village Parkway

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

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. **May 15, 2023 City Council Minutes**
- b. **June 5, 2023 Check and EFT Summary**
- c. **May 23, 2023 Payroll Summary**
- d. **212 Tavern Annual Liquor License Application**
- e. **Hollanders Annual Liquor License Application**
- f. **Bargen Crack Seal Quote 5-24-2023**

- g. Lori Kasel Retirement Letter
- h. Resolution 23-12 Approving Utility Billing/Admin Assistant
- i. Resolution 23-13 Submitting 2024 Capital Budget Request
- 6. NEW COUNCIL BUSINESS
 - a. PUBLIC HEARING: CABLE FRANCHISE AGREEMENT
 - i. Melchert, Hubert & Sjodin Staff Memo
 - ii. Comcast Draft Franchise Agreement and Application
 - b. Betsy Pysick – Glad Days
 - c. Accessory Structure Ordinance Amendment
 - i. Collaborative Planning Memo
 - ii. Ordinance 150-Y Amending Zoning Ordinance
- 7. BOARD REPORTS
- 8. ANNOUNCEMENTS
- 9. ITEMS REMOVED FROM THE CONSENT AGENDA
- 10. ADJOURN

CALENDAR OF EVENTS/MEETINGS

June 19	Monday	Juneteenth – Offices Closed
June 20	Tuesday	7:00PM City Council Meeting
July 4	Tuesday	Independence Day – Offices Closed
July 17	Monday	7:00PM City Council Meeting



City Council Meeting Minutes

Monday, May 15, 2023 7:00 PM
Cologne Community Center, 1211 Village Parkway

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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1. CALL MEETING TO ORDER & ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion by Councilmember Szaroletta to adopt the agenda, second by Councilmember Kells. Motion carried 3-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

a. Betsy Pysick – Glad Days

Betsy Pysick updated the Council on Glad Days preparations, and changes that include increasing the tent size to 50 x 60 and adding a second stage for bands. Discussion was had about the parade route given the Highway 212 closure.

b. Chad Miller – Village Park Basketball Court

Resident Chad Miller reviewed a concept plan to construct a half size basketball court at the Naples Ave Park. Concrete, Labor, and the Basketball Hoop would be donated. Fundraising could help cover the costs of the court floor and sprinkler reroute. The long-term plan would be to expand it to a full-size court in the future. The consensus of the Council was that this was a good project, and the city would like to pursue it. After further discussion the possibility of going forward with a full-size court immediately was discussed, the Council asked Mr. Miller to investigate that cost. Mr. Miller plans to move forward with the project and will bring a bid back to the council at a future date for the full court option.

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. May 1, 2023 City Council Minutes**
- b. May 15, 2023 Check and EFT Summary**
- c. May 9, 2023 Payroll Summary**
- d. Cologne Corral Annual Liquor License Application**
- e. Pounders Annual Liquor License Application**
- f. Resolution 23-10 Approving 2023 Seasonal Worker**

Motion by Councilmember Szaroletta to approve the consent agenda, second by Councilmember Kells. Motion carried 3-0.

6. NEW COUNCIL BUSINESS

- a. Benton Creek Area Improvement Project**
 - i. Bolton and Menk Memo**
 - ii. Resolution 23-11 Approve Plan & Authorize Ad for Bids**

Engineer Jake Saulsbury of Bolton and Menk reviewed his memo requesting approval of the plans and specifications and seeking authorization to advertise for bids for the Benton Creek Area project. The bid opening date would be June 20 and the contract would be awarded at the Council meeting that evening. The project has a completion date of October 27, 2023. Motion by Councilmember Kells to approve Resolution 23-11 Approving Plans and Specifications and Ordering Advertisement for Bids for the Benton Creek Area Improvements Project, second by Councilmember Szaroletta. Motion carried 3-0.

Mr. Saulsbury also updated the Council on his discussions with the affected homeowner and CCWMO regarding the Benton Lake Outlet Channel. Grant paperwork has been submitted. After discussion Councilmember Kells made a motion authorizing Bolton &

Menk to move forward with design and survey work to align the channel, addressing erosion restoration, bank stabilization and sediment removal, second by Councilmember Szaroletta. Motion carried 3-0.

b. Wastewater Treatment Facility Upgrade Update

Mr. Saulsbury reviewed his memo providing an update to the Council on the Wastewater Treatment Facility Upgrade project. He provided an update on the next steps and a proposed timeline for completion of those steps. Next steps include final design work, requesting an Intended Use Plan, and submitting for a Point Source Implementation Grant. After discussion Councilmember Kells made a motion authorizing Bolton & Menk to move forward with final design, submit the IUP request and submit the PSIG grant application, second by Councilmember Szaroletta. Motion carried 3-0.

c. Accessory Structure Ordinance Amendment

i. Collaborative Planning Memo

ii. Ordinance 150-Y Amending Zoning Ordinance

City Planner Cindy Nash informed the Council that shortly before the meeting started, she had received a memo from the City Attorney raising some questions that needed to be addressed before the Council acted on the Amendment.

Councilmember Szaroletta made a motion to table the Accessory Structure Ordinance Amendment and bring it back to June 5th meeting unless the changes need to be reviewed by the planning commission, second by Councilmember Kells. Motion carried 3-0.

d. 2022 Audit Presentation

Administrator Dickson reviewed audit results with the Council noting that it was a clean audit. After discussion Councilmember Szaroletta made a motion to approve the audit, second by Councilmember Kells. Motion carried 3-0.

7. BOARD REPORTS

a. April Sheriff Report

8. ANNOUNCEMENTS

Administrator Dickson discussed the following with Councilmembers:

- A reminder of the May 17 open house for STARS Early Learning Academy.
- Discussion on releasing the escrow that is being held for the STARS project of which the Council consensus was that it was appropriate.
- Discussion with Council on Ordinance violation enforcement for weed control.
- Authorization from Council to allow the unused antenna behind the Public Works building to be removed at no cost to the city with the scrap metal being given to the individual who is removing the antenna.
- Discussion on the Lions Park transaction with a more detailed update to be provided at the next council meeting.

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:22 PM, second by Councilmember Kells. Motion carried 3-0.

Respectfully Submitted:

Attest:

Michelle Morrison

Matt Lein

City Clerk

Mayor

CITY OF COLOGNE

05/31/23 3:53 PM

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***Check Summary Register©**

Batch:

051623PerMar,051723Metronet,051723MCMA,051723MVEC,051823Xcel,060523CR,051823AdamsCFD,052323CircleK,052323Jostans
,052423HorizonPool,052323Aflac,052323MidCounty,052323VISACFD,052323ECM,052423MVT,052523MidCounty,053123Nuvera,053123MidWest
Aqua 053123PacTech 060223SecurityBank/VI 060223MVEC

Name	Check Date	Check Amt	
10100 Checking			
1251e	PER MAR SECURITY SERVICES	5/16/2023	\$125.70 Quarterly Security Services
1253e	METRONET	5/17/2023	\$174.47 Phones
1254e	MN VALLEY ELECTRIC COOPER	5/17/2023	\$156.62 2140 N Village Parkway
1255e	XCEL ENERGY	5/17/2023	\$14,600.85 701 Lake St W
1256e	ADAM'S PEST CONTROL, INC	5/18/2023	\$113.29 Quarterly Maintenance Q2
1264e	CIRCLE K	5/22/2023	\$954.20 PW Fuel
1265e	JOSTAN SERVICES, INC.	5/22/2023	\$1,191.00 CCC Cleaning - May
1266e	HORIZON COMMERCIAL POOL S	5/23/2023	\$377.52 Splashpad Chemicals
1267e	AFLAC	5/23/2023	\$212.70 Employee Insurance June
1268e	MID COUNTY CO-OP	5/23/2023	\$3,214.77 Grass Seed
1269e	VISA - CITIZENS ALLIANCE BAN	5/23/2023	\$36.99 Portable Plastic Workshop Creepers
1270e	ECM PUBLISHERS, INC.	5/23/2023	\$291.60 Publish Cable Franchise
1271e	MN VALLEY TESTING LABS	5/24/2023	\$190.85 Water Analysis
1272e	MID COUNTY CO-OP	5/25/2023	\$8.59 Washer Fluid
1273e	NUVERA COMMUNICATIONS INC	5/31/2023	\$135.23 Fitness Center Cable TV June
1274e	MIDWEST AQUA CARE	5/31/2023	\$885.00 Annual Maintenance Lake Benton Fountain
1275e	RECTECH OUTDOOR SOLUTION	5/31/2023	\$206.93 Blades
1276e	SECURITY CARD MEMBER SER	5/31/2023	\$1,816.00 WWTP Internet
1277e	MN VALLEY ELECTRIC COOPER	5/31/2023	\$285.40 Street Light Account
28191	MN CITY/COUNTY MGMT ASSN	5/17/2023	\$127.20 Annual Dues JD
28192	CARVER COUNTY	6/5/2023	\$50,176.50 First Half Police Contract
28193	CENTERPOINT	6/5/2023	\$694.44 107 John Ave
28194	CIHLAR, BETHANY	6/5/2023	\$50.00 Deposit Refund
28195	TOM CLABO	6/5/2023	\$120.00 Event Security
28196	KARI DUSKE	6/5/2023	\$294.00 Chair Covers for Community Center
28197	DWK CLEAN WATER SERVICES,	6/5/2023	\$1,140.00 WWTP Monthly Water Testing - May
28198	FRATTALLONES HARDWARE	6/5/2023	\$15.98 Joint Compound
28199	GRAPHIC PRINT PROMO & DESI	6/5/2023	\$1,698.62 Cologne Newsletter May 2023
28200	H&B SPECIALIZED PRODUCTS, I	6/5/2023	\$1,892.50 Lift Maintenance Basketball Hoops
28201	HAWKINS, INC	6/5/2023	\$9,586.14 Chlorine Cylinder
28202	L AND T TREE SERVICES LLC	6/5/2023	\$3,987.50 Tree Trimming Village Parkway
28203	MELCHERT, HUBERT,SJODIN, P	6/5/2023	\$4,718.15 Misc Legal
28204	MN DEPT OF AGRICULTURE	6/5/2023	\$50.00 Deposit Refund
28205	MN DEPT OF HEALTH	6/5/2023	\$1,730.00 Quarterly Service Connection Fee Q2
28206	LINDA MULLEN	6/5/2023	\$1,000.00 Deposit Refund
28207	N & J SERVICES	6/5/2023	\$725.00 CCC - Event Cleaning
28208	KRISTY NAEGELY	6/5/2023	\$50.00 Deposit Refund
28209	NCPERS Group Life Ins	6/5/2023	\$96.00 Employee Life Insurance - June
28210	LISA ONEIL	6/5/2023	\$100.00 Deposit Refund
28211	OVERLINE & SON, INC.	6/5/2023	\$1,995.00 Vactor Services
28212	STACEY RETZER	6/5/2023	\$100.00 Deposit Refund
28213	ROUFS, SUZANNA	6/5/2023	\$50.00 Deposit Refund
28214	KAREN SHAMBOUR	6/5/2023	\$50.00 Deposit Refund
28215	VOLUNTEER FIREFIGHTERS BE	6/5/2023	\$325.00 Annual Insurance
Total Checks			\$105,749.74

CITY OF COLOGNE

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***Check Detail Register©**

Batch:

051623PerMar,051723Metronet,051723MCMA,051723MVEC,051823Xcel,060523CR,051823AdamsCFD,052323CircleK,052323Jostans
,052423HorizonPool,052323Aflac,052323MidCounty,052323VISACFD,052323ECM,052423MVTL,052523MidCounty,053123Nuvera,053123MidWest
Aqua,053123PacTech,060223SecurityBankVi,060223MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1251 e	05/16/23	PER MAR SECURITY SERVICES			
E 101-45100-312		Contractual Services	\$125.70		Quarterly Security Services
		Total	\$125.70		
1253 e	05/17/23	METRONET			
E 101-43100-320		Communications (GENER	\$174.47		Phones
		Total	\$174.47		
1254 e	05/17/23	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49470-381		Electric Utilities	\$100.20		2140 N Village Parkway
E 101-43160-381		Electric Utilities	\$56.42		Street Light Account
		Total	\$156.62		
1255 e	05/17/23	XCEL ENERGY			
E 101-41940-381		Electric Utilities	\$49.18		701 Lake St W
E 101-42210-381		Electric Utilities	\$377.16		Louis Hall
E 101-43100-381		Electric Utilities	\$30.33		201 Benton
E 101-43160-381		Electric Utilities	\$214.85		1108 Village Pkwy Street Light
E 101-45200-381		Electric Utilities	\$13.52		3002 Gold Nuggett Dr
E 601-49400-381		Electric Utilities	\$19.40		Well #3
E 602-49450-381		Electric Utilities	\$5,257.40		WWTP
E 602-49470-381		Electric Utilities	\$175.36		115 Paul Ave S
E 101-45100-381		Electric Utilities	\$2,513.10		Cologne Community Center
E 101-41940-381		Electric Utilities	\$14.83		PW Maintenance Bldg
E 101-45200-381		Electric Utilities	\$110.31		Tennis Courts - Lions Park
E 101-43100-381		Electric Utilities	\$17.19		Storage Shed
E 601-49400-381		Electric Utilities	\$2,660.06		2224 Naples
E 101-43160-381		Electric Utilities	\$1,660.74		Street Light
E 101-43100-381		Electric Utilities	\$225.13		Public Works Facility
E 601-49400-381		Electric Utilities	\$206.54		Bldg by Water Tower, Water Tower, Well 1&2
E 602-49470-381		Electric Utilities	\$1,055.75		All Lift Statlions
		Total	\$14,600.85		
1256 e	05/18/23	ADAM'S PEST CONTROL, INC			
E 101-42210-401		Repairs/Maint Buildings	\$113.29	3631372	Quarterly Maintenance Q2
		Total	\$113.29		
1264 e	05/22/23	CIRCLE K			
E 101-43100-212		Motor Fuels	\$575.24		PW Fuel
E 101-42230-212		Motor Fuels	\$378.96		CFD Fuel
		Total	\$954.20		
1265 e	05/22/23	JOSTAN SERVICES, INC.			
E 101-45100-401		Repairs/Maint Buildings	\$1,191.00	8933	CCC Cleaning - May
		Total	\$1,191.00		
1266 e	05/23/23	HORIZON COMMERCIAL POOL SUPPLY			
E 101-45200-216		Chemicals and Chem Pro	\$377.52	40122	Splashpad Chemicals
		Total	\$377.52		

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,052423HorizonPool,052323Aflac,052323MidCounty,052323VISACFD,052323ECM,052423MVTI,052523MidCounty,053123Nuvera,053123MidWest
Aqua,053123RecTech,060223SecurityBank,060223MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1267 e	05/23/23	AFLAC			
E 101-41400-130		Employer Paid Ins (GENE	\$41.52	889754	Employee Insurance June
G 101-21705		Aflac	\$129.66	889754	Employee Insurance June
E 602-49450-130		Employer Paid Ins (GENE	\$20.76	889754	Employee Insurance June
E 601-49400-130		Employer Paid Ins (GENE	\$20.76	889754	Employee Insurance June
		Total	\$212.70		
1268 e	05/23/23	MID COUNTY CO-OP			
E 101-43100-212		Motor Fuels	\$1,805.00	66967	500 Gallons Diesel
E 101-45200-216		Chemicals and Chem Pro	\$242.50	7328	Grass Seed
E 101-45200-216		Chemicals and Chem Pro	\$195.66	7364	1 Gallon Surge
E 101-45200-216		Chemicals and Chem Pro	\$971.61	7401	Fertilizer
		Total	\$3,214.77		
1269 e	05/23/23	VISA - CITIZENS ALLIANCE BANK			
E 101-42230-404		Repairs/Maint Machinery/	\$36.99		Portable Plastic Workshop Creepers
		Total	\$36.99		
1270 e	05/23/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$291.60	946947	Publish Cable Franchise
		Total	\$291.60		
1271 e	05/24/23	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$190.85	1198354	Water Analysis
		Total	\$190.85		
1272 e	05/25/23	MID COUNTY CO-OP			
E 101-43100-404		Repairs/Maint Machinery/	\$8.59	112961	Washer Fluid
		Total	\$8.59		
1273 e	05/31/23	NUVERA COMMUNICATIONS INC			
E 101-45100-433		Dues and Subscriptions	\$135.23		Fitness Center Cable TV June
		Total	\$135.23		
1274 e	05/31/23	MIDWEST AQUA CARE			
E 101-45200-310		Other Professional Servic	\$885.00	2163	Annual Maintenance Lake Benton Fountain
		Total	\$885.00		
1275 e	05/31/23	RECTECH OUTDOOR SOLUTIONS			
E 101-45200-404		Repairs/Maint Machinery/	\$169.94	11240	Blades
E 101-45200-404		Repairs/Maint Machinery/	\$36.99	11241	Mower parts
		Total	\$206.93		
1276 e	05/31/23	SECURITY CARD MEMBER SERVICE			
E 602-49450-320		Communications (GENER	\$24.95		WWTP Internet
E 101-41400-207		Computer Software/Hardw	\$77.28		Monthly Adobe Subscription
E 602-49490-207		Computer Software/Hardw	\$650.50		LapTop Computer
E 101-43100-210		Operating Supplies (GEN	\$220.00		PW Supplies
E 602-49450-401		Repairs/Maint Buildings	\$21.87		Light Bulbs
E 101-43100-404		Repairs/Maint Machinery/	\$73.15		Mailbox Repairs Winter Damage
E 101-45100-401		Repairs/Maint Buildings	\$309.75		Flags

CITY OF COLOGNE

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Aqua,053123PacTech,060223SecurityBank,060223MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41400-200		Office Supplies (GENERA	\$355.32		Scanner, Office Supplies
E 101-45100-223		Building Repair Supplies	\$69.99		Lift Wench
E 101-46200-430		Miscellaneous (GENERAL	\$13.19		Senior Treats
		Total	\$1,816.00		
1277 e	05/31/23	MN VALLEY ELECTRIC COOPERATIVE			
E 101-43160-381		Electric Utilities	\$285.40		Street Light Account
		Total	\$285.40		
28191	05/17/23	MN CITY/COUNTY MGMT ASSN			
E 101-41400-433		Dues and Subscriptions	\$127.20		Annual Dues JD
		Total	\$127.20		
28192	06/05/23	CARVER COUNTY			
E 101-42110-310		Other Professional Servic	\$50,176.50	SHERI00372	First Half Police Contract
		Total	\$50,176.50		
28193	06/05/23	CENTERPOINT			
E 101-45200-383		Gas Utilities	\$139.91		107 John Ave
E 101-43100-383		Gas Utilities	\$16.04		306 Playhouse
E 101-43100-383		Gas Utilities	\$303.20		304 Louis St
E 101-42210-383		Gas Utilities	\$235.29		110 Louis St
		Total	\$694.44		
28194	06/05/23	CIHLAR, BETHANY			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28195	06/05/23	TOM CLABO			
E 101-45100-312		Contractual Services	\$120.00		Event Security
		Total	\$120.00		
28196	06/05/23	KARI DUSKE			
E 101-45100-210		Operating Supplies (GEN	\$294.00		Chair Covers for Community Center
		Total	\$294.00		
28197	06/05/23	DWK CLEAN WATER SERVICES, LLC			
E 602-49450-312		Contractual Services	\$1,140.00	523	WWTP Monthly Water Testing - May
		Total	\$1,140.00		
28198	06/05/23	FRATTALLONES HARDWARE			
E 101-45200-430		Miscellaneous (GENERAL	\$15.98		Joint Compound
		Total	\$15.98		
28199	06/05/23	GRAPHIC PRINT PROMO & DESIGN LLC			
E 101-45100-350		Print/Publications (GENE	\$1,698.62	6210	Cologne Newsletter May 2023
		Total	\$1,698.62		
28200	06/05/23	H&B SPECIALIZED PRODUCTS, INC			
E 101-45100-401		Repairs/Maint Buildings	\$1,892.50	33018	Lift Maintenance Basketball Hoops
		Total	\$1,892.50		

CITY OF COLOGNE

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Aqua,053123PacTech,060223SecurityBank,060223MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
28201	06/05/23	HAWKINS, INC			
E 601-49400-216		Chemicals and Chem Pro	\$10.00	6471646	Chlorine Cylinder
E 602-49450-216		Chemicals and Chem Pro	\$9,576.14	6478568	Chemicals
		Total	\$9,586.14		
28202	06/05/23	L AND T TREE SERVICES LLC			
E 101-43100-312		Contractual Services	\$3,987.50	379	Tree Trimming Village Parkway
		Total	\$3,987.50		
28203	06/05/23	MELCHERT, HUBERT,SJODIN, PLLP			
E 101-41600-304		Legal Fees	\$651.30	167303	Misc Legal
E 101-41600-304		Legal Fees	\$420.00	167304	STARS ELA
E 101-41600-304		Legal Fees	\$1,676.25	167369	Lions Park Acquisition
E 101-41600-304		Legal Fees	\$1,970.60	167370	Comcast Cable Franchise
		Total	\$4,718.15		
28204	06/05/23	MN DEPT OF AGRICULTURE			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28205	06/05/23	MN DEPT OF HEALTH			
E 601-49440-433		Dues and Subscriptions	\$1,730.00		Quarterly Service Connection Fee Q2
		Total	\$1,730.00		
28206	06/05/23	LINDA MULLEN			
G 101-22000		Deposits	\$1,000.00		Deposit Refund
		Total	\$1,000.00		
28207	06/05/23	N & J SERVICES			
E 101-45100-300		Professional Svcs (GENE	\$725.00		CCC - Event Cleaning
		Total	\$725.00		
28208	06/05/23	KRISTY NAEGELY			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28209	06/05/23	NCPERS Group Life Ins			
E 101-41400-130		Employer Paid Ins (GENE	\$48.00		Employee Life Insurance - June
E 601-49400-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - June
E 602-49450-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - June
E 101-43100-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - June
		Total	\$96.00		
28210	06/05/23	LISA ONEIL			
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
28211	06/05/23	OVERLINE & SON, INC.			
E 602-49450-312		Contractual Services	\$1,995.00	1197	Vactor Services
		Total	\$1,995.00		

CITY OF COLOGNE

05/31/23 3:54 PM

Page 5

***Check Detail Register©**

Batch:

051623PerMar,051723Metronet,051723MCMA,051723MVEC,051823Xcel,060523CR,051823AdamsCFD,052323CircleK,052323Jostans
,052423HorizonPool,052323Aflac,052323MidCounty,052323VISACFD,052323ECM,052423MVTI,052523MidCounty,053123Nuvera,053123MidWest
Aqua,053123PacTech,060223SecurityBank,060223MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
28212	06/05/23	STACEY RETZER			
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
28213	06/05/23	ROUFS, SUZANNA			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28214	06/05/23	KAREN SHAMBOUR			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28215	06/05/23	VOLUNTEER FIREFIGHTERS BENEFIT			
E 101-42200-360		Insurance (GENERAL)	\$325.00		Annual Insurance
		Total	\$325.00		
		10100 Checking	\$105,749.74		

Fund Summary

10100 Checking

101 GENERAL FUND	\$80,862.20
601 WATER FUND	\$4,662.76
602 SEWER FUND	\$20,224.78
	\$105,749.74

Clerk Treasurer

Date

City of Cologne Payroll
23-May-23

Employee	\$ 12,870.83	May 23, 2023 Payroll
IRS	\$ 4,927.99	May 23, 2023 Payroll
MN Department of Revenue	\$ 859.15	May 23, 2023 Payroll
PERA	\$ 2,458.93	May 23, 2023 Payroll
Deferred Compensation	\$ 687.95	May 23, 2023 Payroll
Health Savings Account	\$ 1,653.96	May 23, 2023 Payroll
Total	<u>\$ 23,458.81</u>	



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License City of Cologne License Period From: July 1, 2023 To June 30, 2024

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (check all that apply) ☒ On Sale Intoxicating ☒ Sunday Liquor ☐ 3.2% On sale ☐ 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: DRS LLC - dba 212 Tavern DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name 212 Tavern Business Address 114 Pearl Ave S City Cologne

Zip Code 55322 County Carver Business Phone _____ Home Phone _____

Home Address _____ City _____

Licensee's Federal Tax ID # 61-2086461 Licensee's MN Tax ID# 8803157
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Deanna Michelle Dennis
Partner/Officer Name (First Middle Last)

8950 CR 140, Cologne 55322
Home Address

Brian Eugene Gausst
Partner/Officer Name (First Middle Last)

1846 Penstemon Ln Shakopee
Home Address 55379

Sean Patrick Gausst
Partner/Officer Name (First Middle Last)

32512 Jesseland Rd
Home Address
Henderson, MN 56044

Intoxicating liquor licensees must attach a
contain all of the following:

The insurance certificate must

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

☐ Yes ☒ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Society Insurance Company Policy # QWC1291861

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at <https://dps.mn.gov/divisions/age/Pages/default.aspx>



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 approved 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: MWNONSB License Period Ending: 6/30/2023 Iden: 77380
Issuing Authority: Cologne
Licensee Name: Cologne Baseball Association
Trade Name: Cologne Hollanders
Address: 213 Playhouse St W
Cologne, MN 55322
Business Phone: 612-598-4820
License Fees: Off Sale: \$0.00 On Sale: \$250.00 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).

Signature of Licensee President
DOB _____ SSN _____ Date 5-16-23
(Signature certifies all above information to be correct and license has been approved by city/county.)

Signature of City Clerk/Auditor
Date 5/16/2023
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

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

BARGEN

INCORPORATED

606 County Road 1
Phone (507) 427-2924
Mountain Lake, MN 56159

May 24, 2023

City of Cologne
Attn: Brian Voss
PO Box 120
Cologne, MN 55322

Brian,

Thank you for the opportunity to explain the asphalt pavement maintenance services our firm offers and to provide you with a quote. I am confident that you will find the services beneficial for your roads. I would like to explain the procedures our service crew uses.

Asphalt Rubber Crack Repair

Our service crew will:

- A. rout out cracks 1" wide by 1" deep for cracks that are 40 feet apart and closer
- B. rout out cracks 1 1/4" wide by 1" deep for cracks that are 45 – 80 feet apart
- C. if the cracks are wider, they will be routed accordingly
- D. the cracks will then be cleaned with high volume blowers
- E. as a second cleaning procedure, a heat lance will be used to clean out any remaining debris and/or moisture
- F. cracks will be filled three-quarters to full
- G. after a cooling period, the cracks are filled a second time using a banding applicator
- H. this does not include any alleged areas
- I. the debris will be blown to the side of the curb/road, where it will be the Customers' responsibility to sweep up

Sealant Material

The sealant that we will use meets and exceeds the Minnesota State Spec. #3723.2 and Iowa ASTM-D6690 type II & III Spec. with the following modifications:

- 100% elongation at -20°F

Recently OSHA implemented new exposure levels for the Respirable Crystalline Silica law. We as a company are taking this serious and we want to protect our workers as well as avoid any fines that might be incurred by not following OSHA regulations.

The OSHA standard (29 CFR 1926.1153) requires employers to limit worker exposures to respirable crystalline silica and to take other steps to protect workers. In keeping with the spirit of the law, we are doing everything we can to reduce our employee's exposure to Silica. This includes working towards a solution to suppress the dust at the point of creation, as well as using a Vacuum sweeper truck with a water system in the holding tank to suck the debris from the cracks.

Project Prices - Our price includes all materials, applicable taxes and labor to complete the project as explained.

Please note: The Customer is responsible for notifying the public that we will be working in your area. Pavement maintenance can be extremely dusty and dirty work and we strongly encourage the public to keep their personal property at a strong distance away from our work zone. This will avoid any possible concerns for dust, debris or damage. A recommended distance would be 75 – 150 feet away from the work zone. An Insurance Certificate is available upon request.

1. Crack repair #1 area on the map \$5,737.00
2. Crack repair #2 area on the map \$2,300.00
3. Crack repair #3 area on the map \$13,500.00 *remove #3*

The total project price for crack repair is \$21,537.00.

The price stated above is what we need to complete the project. If there are any Bid Bonds, or Payment and/or Performance Bonds needed for this project that cost will need to be ADDED to the prices listed above.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Bargaen Inc. may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Bargaen Inc. reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Bargaen Inc. when due.

This Proposal/Contract may be withdrawn by Bargaen Inc. if not accepted within 20 days, or at anytime, subject to increases related to material prices as noted above.

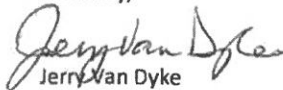
Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 20 days.

Date of acceptance _____ PO # _____ (if applicable)

Signature _____ Signature _____

Thank you for the opportunity to provide you with information on the asphalt pavement maintenance needs in your community. I am confident that you will find the products used and the workmanship of our crew of the highest quality. I look forward to working with you in the near future.

Sincerely,



Jerry Van Dyke
BARGEN, INC.

JVD/1h

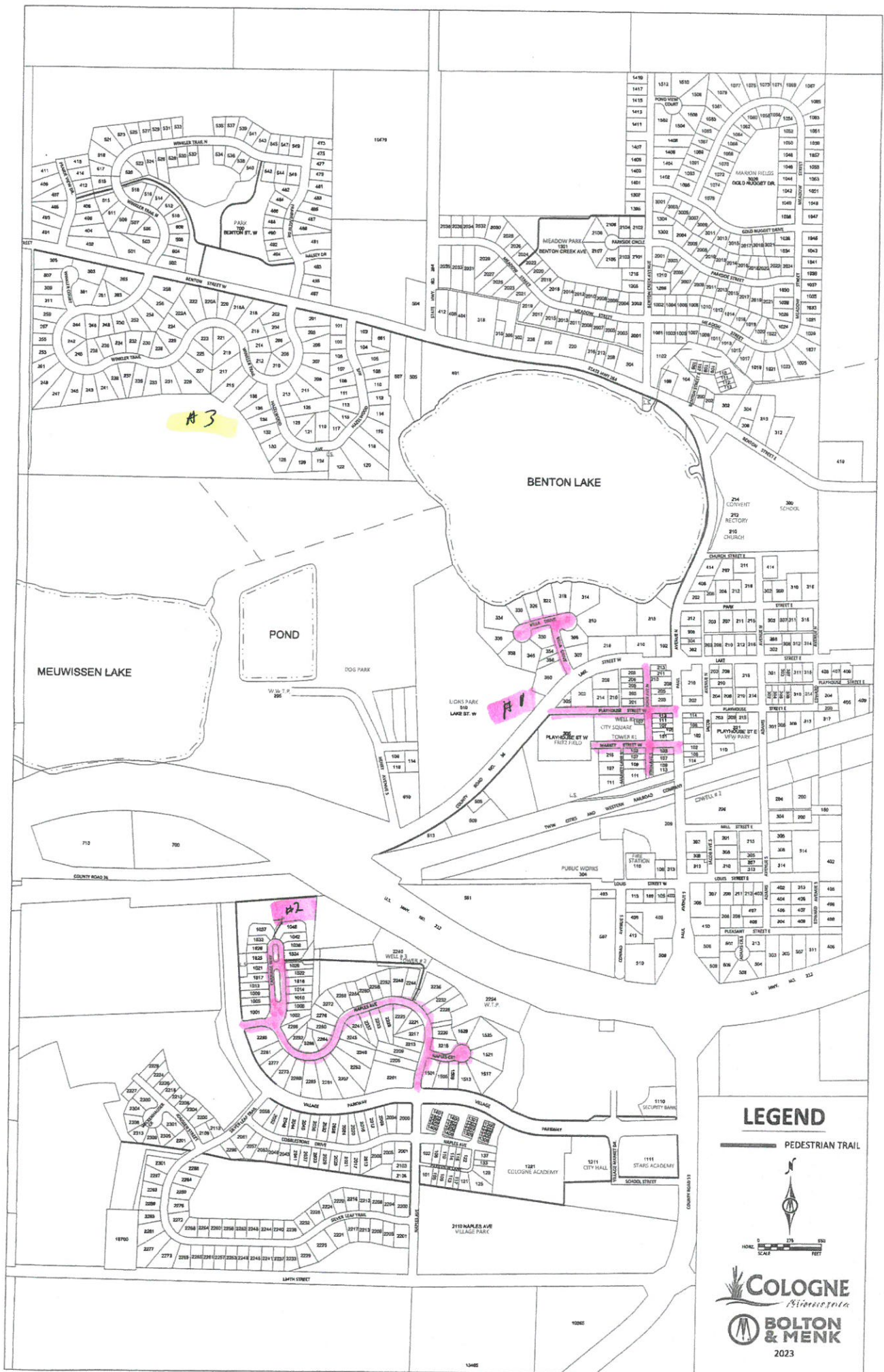
Project for City of Cologne – crack repair

Our Mission

Bargaen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their investment.

Website: www.bargeninc.com

Email: bargen@bargeninc.com



LEGEND

PEDESTRIAN TRAIL



0 125 250
SCALE
FEET

COLOGNE
Aesthetics

BOLTON & MENK

2023

Wednesday, May 31, 2023

Dear Jesse,

This is the official communication of my retirement on Friday, June 30, 2023.

Working for the City of Cologne has been a blessing in my life. I thoroughly enjoy every aspect of this job and will miss it immensely. Well, I might not miss the elections too much.

I can't even begin to say how much I'll miss my co-workers. You may all breathe a sigh of relief, noticing how incredibly quiet it just got, but there are lots of stories to tell. Michelle – I hope my replacement is a good second half of the brain for you! 😊

I'll also miss interacting with the residents of Cologne, planning celebrations with folks who rent our facility, and the hustle and bustle of this job. I've made a lot of friends along the way.

Please share my gratitude with Mayor Matt and councilmembers Carol, Nate, Sarah, and Rachel. I'll miss you guys, too! You've been supportive at every turn, and I appreciate you all. Keep working hard for the residents of Cologne.

I have no idea where the road leads from here. I'll leave that in God's hands. Thank you for everything!

Respectfully,

Lori J Kasel
Utility Billing/Admin/Events
952.466.2064





**CITY OF COLOGNE
RESOLUTION NO. 23-12
APPROVING UTILITY BILLING CLERK/ADMINISTRATIVE ASSISTANT**

WHEREAS, The City of Cologne budgets annually for a utility billing/administrative assistant office position; and

WHEREAS, the City of Cologne will have a vacancy at the end of June 2023 due to a retirement; and

WHEREAS, City staff advertised for the position upon City Council approval and interviewed five candidates; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cologne, Minnesota, to hire Jenna McInnis for 35 hours per week in the position of Utility Billing Clerk/Administrative Assistant beginning at Step 5 (\$25.92/hour), with a six-month review to be conducted along with annual end of year staff reviews.

Adopted by the City Council of the City of Cologne, Minnesota, this 5th day of June, 2023

Matt Lein, Mayor

ATTEST:

Michelle Morrison
City Clerk

M/ _____

Lein _____

Kells _____

Szaroletta _____

Bruss _____

S/ _____

Lenzen _____

CITY OF COLOGNE

RESOLUTION NO. 23-13

**A RESOLUTION AUTHORIZING A 2024 CAPITAL BUDGET REQUEST TO THE
STATE OF MINNESOTA FOR A WASTEWATER TREATMENT FACILITY
PROJECT.**

WHEREAS, under the provisions contained in Minnesota Statutes 16A.86, Subd. 3a (6) sets out the process by which local governments and political subdivisions may request state appropriations for capital improvement projects. The Governor and Legislature will consider these bonding requests in the 2024 session; and,

WHEREAS, Local governments should submit their capital budget requests to Minnesota Management and Budget (MMB) by June 16, 2023; and

WHEREAS, the City of Cologne proposes a Wastewater Treatment Facility project and has a identified a substantial need for State financial assistance in addition to funding from the City which meets or exceeds the state funding; and,

WHEREAS, the City of Cologne has the legal authority to apply for Capital Budget assistance, and has the financial, technical, and managerial capacity to ensure proper construction, operation and maintenance of the project for its design life.

NOW, THEREFORE, BE IT RESOLVED that the City of Cologne is authorized to submit the necessary 2024 Capital Budget application and information to the Minnesota Management and Budget Office.

Adopted by the City Council this 5th day of June, 2023.

Approved:

Attest:

Matt Lein, Mayor

Michelle Morrison, City Clerk

M/ _____

Lein _____ Szaroletta _____ Bruss _____

S/ _____

Kells _____ Lenzen _____

MELCHERT • HUBERT • SJODIN, PLLP

MEMORANDUM

DATE: May 31, 2023

TO: Cologne City Council

FROM: Jacob M. Saufley

RE: Comcast Application for Public Hearing to Establish a Cable Franchise

The application by Comcast to obtain a cable communications franchise from the City requires a public hearing pursuant to Minnesota statutes, chapter 238. One purpose of this hearing is to allow other cable providers the opportunity to present similar applications materials to obtain a cable franchise. This is unlikely to occur, but still a possibility.

At this meeting, Comcast is likely to present the City with a draft ordinance, if it has not already done so. The Council should consider this ordinance and ask questions as it sees fit, but the Council may not adopt any franchise ordinance or approve any franchise application during this meeting. Instead, state law requires that the Council wait until seven (7) days after the public hearing before it can approve an application for a franchise agreement. This ensures that all applicants are afforded enough time to allow the City and staff to consider their respective proposals before a City decision is made.

The attached Exhibit A includes a list of the items that are statutorily required to be included within an application for a proposed cable communications franchise.

If you have not done so already, I recommend that you direct staff to work with the applicant(s) to negotiate the terms of any franchise and to review and revise as necessary any proposed franchise agreement. The Council may take action to approve or deny a cable franchise at a Council meeting that is at least seven (7) days after the date of the public hearing.

- End -

EXHIBIT A

Minnesota Statutes § 238.081, subd. 4

Subd. 4. **Contents of franchising proposal.** (a) The franchising authority shall require that proposals for a cable communications franchise be notarized and contain, but not necessarily be limited to, the following information:

(1) plans for channel capacity, including both the total number of channels capable of being energized in the system and the number of channels to be energized immediately;

(2) a statement of the television and radio broadcast signals for which permission to carry will be requested from the Federal Communications Commission;

(3) a description of the proposed system design and planned operation, including at least the following items:

(i) the general area for location of antennae and the head end, if known;

(ii) the schedule for activating two-way capacity;

(iii) the type of automated services to be provided;

(iv) the number of channels and services to be made available for access cable broadcasting; and

(v) a schedule of charges for facilities and staff assistance for access cable broadcasting;

(4) the terms and conditions under which particular service is to be provided to governmental and educational entities;

(5) a schedule of proposed rates in relation to the services to be provided, and a proposed policy regarding unusual or difficult connection of services;

(6) a time schedule for construction of the entire system with the time sequence for wiring the various parts of the area requested to be served in the request for proposals;

(7) a statement indicating the applicant's qualifications and experience in the cable communications field, if any;

(8) an identification of the municipalities in which the applicant either owns or operates a cable communications system, directly or indirectly, or has outstanding franchises for which no system has been built;

(9) plans for financing the proposed system, which must indicate every significant anticipated source of capital and significant limitations or conditions with respect to the availability of the indicated sources of capital;

(10) a statement of ownership detailing the corporate organization of the applicant, if any, including the names and addresses of officers and directors and the number of shares held by each officer or director, and intracompany relationship including a parent, subsidiary, or affiliated company; and

(11) a notation and explanation of omissions or other variations with respect to the requirements of the proposal.

CITY OF COLOGNE

ORDINANCE NO. xxx

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF ARKANSAS/ LOUISIANA/ MINNESOTA/ MISSISSIPPI/ TENNESSEE, LLC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF COLOGNE, MINNESOTA

THE CITY COUNCIL OF THE CITY OF COLOGNE (the "City"), CARVER COUNTY, MINNESOTA, DOES ORDAIN AS FOLLOWS:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this franchise ordinance ("Franchise"), to grant permission Comcast of Arkansas/Louisiana/Minnesota/Mississippi/ Tennessee, LLC. ("Grantee"), to construct, operate, and maintain a cable television system ("System") in the City.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City, its residents, and the community.

FINDINGS

In review of the franchise application of Grantee, the City makes the following findings: The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise ordinance with the Grantee for the construction, operation and maintenance of a System on the terms and conditions set forth herein. Grantee was afforded reasonable notice and reasonable opportunity to be heard at a public hearing.

SECTION 1. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Required Contents Statute. This Franchise ordinance shall comply with Minn. Stat. § 238.084 governing the required contents of franchise ordinances in the State of Minnesota. If any part of this ordinance lacks a required clause from Chapter 238, it is hereby incorporated and all provisions govern as if stated herein. Capitalized terms used herein that are not defined shall have the meaning ascribed to them in the Cable Communications Policy Act (47 U.S.C. §521 et. seq.).
2. Franchise Required. It shall be unlawful for any person to construct, operate or maintain a System or provide cable service in the City unless such person shall first obtain and hold a valid franchise. The City shall comply with the Minnesota level playing field statute at Minn. Stat. § 238.08 and any other applicable state or federal level playing field requirements.

3. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
4. Franchise Area. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time.
5. Petition to Amend Franchise. Notwithstanding any provision to the contrary, if another operator, legally authorized by state or federal law, makes available for purchase by customers ("Subscribers") a cable service or its functional equivalent (including video programming under 47 U.S.C. § 571 (a)(3) or § 573) within the City without a franchise or other similar lawful authorization granted by the City and the City has the lawful authority to require a franchise from that operator, then Grantee shall have the right to petition the City to modify this Franchise and the Grantee and the City shall negotiate said modifications within 120 days.
6. Nonexclusive. This Franchise shall be nonexclusive and the City reserves the right to grant similar use to any person at any time during the term of this Franchise subject to Section 1.2 herein.
7. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked, or terminated as provided herein. This Franchise may be renewed for one additional fifteen (15) year period upon mutual agreement of the City and the Grantee subject to these existing terms and conditions. Both parties hereto do not waive and hereby reserve all rights they have regarding the renewal of the Franchise pursuant to applicable law.
8. Compliance with Applicable Laws, Resolutions and Ordinances. The Grantee shall be subject to any lawful, non-discriminatory exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of the City during the term of this Franchise. This Franchise shall comply with Minnesota franchise standards contained in Minn. Stat. § 238.01 et seq.
9. Conformance with State and Federal Laws and Rules. The City and Grantee shall conform to state laws and rules regarding cable communications no later than one (1) year after they become effective, unless otherwise stated. The City and Grantee shall conform to federal laws and regulations regarding cable services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.
10. Written Notice. Notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to Grantee or the City

Administrator of this Franchise upon receipt after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Cologne
Attn: City Administrator
1211 Village Parkway
P.O. Box 120
Cologne, MN 55322

If to Grantee: Comcast
Attn: Vice President of External Affairs
10 River Park Plaza
St. Paul, MN 55107

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 2. CONSTRUCTION STANDARDS

1. Construction Codes and Permits.
 - a. Grantee shall obtain all lawful and necessary permits from City before commencing any construction or extension of System, including the opening or disturbance of any right-of-way, or private or public property within City. Grantee shall comply with all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in the City and give due consideration to the aesthetics of the property.
 - b. Consistent with its right-of-way ordinances, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise.
 - c. The Grantee shall install and maintain its System and other equipment and facilities in accordance with the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.
 - d. The Grantee shall install and maintain the System and all other equipment and facilities in, over, under and upon the rights-of-way, wherever situated or located, in accordance with all right-of-way ordinances, the National Electric Safety Code, all

other applicable federal, state and local laws and regulations, and in a condition so that the same shall not endanger public health or safety.

2. Repair of Rights-of-Way and Property. Consistent all applicable laws governing rights-of-way, any and all rights-of-way or public or private property that are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for any damage to any underground facilities that were not properly located in accordance with applicable law or any property improperly placed in any right-of-way or any utility easement.
3. Conditions on Right-of-Way Use.
 - a. Subject to applicable law, nothing in this Franchise shall be construed to prevent City from adopting and enforcing lawful requirements for the usage of rights-of-way or from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any right-of-way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - b. If, at any time during the period of this Franchise, City shall elect to alter or change the grade or location of any right-of-way, the Grantee shall, upon reasonable notice and in a manner consistent with applicable ordinances, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If the City enters into an agreement to reimburse other occupants of the right-of-way for such relocation or removal, Grantee shall be likewise reimbursed.
 - c. The Grantee shall have the authority to trim any trees upon and overhanging the rights-of-way only to the extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

SECTION 3. DESIGN PROVISIONS

1. Operation and Maintenance of System. The Grantee shall render good quality Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible.
2. Technical Standards. The Grantee shall install a System the meets the applicable technical standards for a fiber optic system as promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations found at 47 U.S.C. §§ 76.601 - 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
3. Initial Construction of Cable System. The Grantee shall begin construction within 240 days of the effective date of this Franchise. Construction of the System must proceed at a

rate of not less than 50 plant miles constructed per year of the Franchise term until the City, as it exists at the time this Franchise is granted, is fully constructed with fiber cable. Construction throughout the City must be substantially completed within 5 years of the granting of the Franchise. The timing construction requirements of Minn. Stat. § 238.084, Subd. 1 (m) that are incorporated into this section may be waived by the City only upon occurrence of unforeseen events or acts of God.

4. Density. Grantee shall not be required to extend service to any area of the City unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier.
5. Annexation. In the event of annexation by the City, or as development occurs, any new territory shall become part of the Franchise Area. Grantee shall be given a reasonable period to construct and activate cable plant to service annexed or newly developed areas, upon written notice from the City that annexation has occurred.
6. System Testing. The City may engage any consultant, engineer or expert to perform System testing and review as it deems necessary. The City shall endeavor to so arrange its request for such System testing to minimize hardship or inconvenience to Grantee or to the Subscribers. Where testing is conducted to resolve System performance problems or complaints, the City's costs of such testing shall be borne by the City.

SECTION 4. SERVICES PROVISIONS

1. Regulation of Service Rates.
 - a. The City may regulate rates for the provision of cable service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s).
 - b. A list of Grantee's current Subscriber rates, charges, and contract terms (as established by Grantee) shall be available for public inspection. Subscribers will be notified of any changes in rates, programming services or channel positions in accordance with federal law. To the extent required by federal law, notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. Notwithstanding any other provision, Grantee shall not be required to provide prior notice of any rate changes that are a result of a regulatory fee, franchise fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or franchising authority on the transaction between the operator and the Subscriber.
2. Service Complaints. Grantee will maintain an adequate number of local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week so as to receive Subscriber complaints, requests, and inquiries. During normal business hours, at least 8 a.m. to 5 p.m., and some evening or weekend hours, Grantee shall ensure that trained representatives are available to respond to

Subscriber inquiries.

3. Complaint and Other Service Records. Upon request by the City, Grantee shall prepare written records of all written complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution and in a form mutually agreeable to City and Grantee.
4. Subscriber Contracts. Grantee shall make available for review by the City any standard form Subscriber contract utilized by Grantee.
5. Refunds and Credits. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall comply with applicable law regarding refunds or credits.
6. Regional Channel. The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes § 238.43.

SECTION 5. OPERATION AND ADMINISTRATION PROVISIONS

1. Access to Records. Subject to Section 5.2 herein, the City shall have the right to inspect any records maintained by Grantee which relate to this Franchise or System operations including, specifically, Grantee's accounting and financial records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall provide copies of any such records upon request by City.
2. Confidential Information and Compliance with Minnesota Data Practices Act. Consistent with applicable law and specifically the Minnesota Data Practices Act (MDPA), as amended, the City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the City aware of such confidentiality. Grantee shall label or mark such "confidential" information. Consistent with the MDPA and applicable law, if the City believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by the MDPA and applicable law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any person.
3. Franchise Administration. The City Administrator or such other person as may be from time to time designated by the City shall be responsible for the continuing administration of this Franchise.
4. Public Access Channel. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the system, reception on at least one specially

designated access channel ("Access Channel"). Grantee's obligation shall be limited to providing the channel capacity for the Access Channel and City or its designee shall provide playback and content for the same. During those times when the Access Channel is not being used by the City, the Grantee may use the Access Channel.

SECTION 6. GENERAL FINANCIAL, INSURANCE AND SECURITY PROVISIONS

1. Indemnification.

- a. The City and its officers, boards, committees, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any person, or for any injury to or death of any person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.
- b. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, elected officials, employees and agents from and against all liability, damages, and penalties which they may legally be required to pay as a result of the actions or omissions of the Grantee operating under this Franchise.
- c. Nothing in this Franchise relieves a person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

2. Insurance.

- a. Grantee shall possess at its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy in protection of the Grantee, and the City, its officers, boards, committees, elected officials, employees and agents for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, the City officers, boards, committees, elected officials, employees and agents.
- b. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more persons in any one occurrence, One Million Dollars (\$1,000,000.00) for property damage to any one person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.
- c. The policy or policies of insurance shall be maintained by Grantee in full force and

effect during the entire term of the Franchise.

3. At the time the Franchise becomes effective and thereafter until the Grantee has liquidated all of its obligation with the City, the Grantee shall furnish a performance bond of \$50,000.00 for damages resulting from the Grantee's nonperformance. In the absence of material default on the part of Grantee, the requisite performance bond shall decrease by 50% each year

SECTION 7. SALE, ABANDONMENT, AND TRANSFER OF FRANCHISE

1. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.
2. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City. However, Grantee shall have no obligation to remove the System where it utilizes the System to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilitates in the Public Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.
3. Sale or Transfer of Franchise. No sale, transfer, or fundamental corporate change of or in Grantee, or which creates a new controlling interest in Grantee, including, but not limited to, the sale of a majority of Grantee's assets, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness. If the Franchise is transferred or sold by Grantee, the City shall have the right to purchase the System pursuant to Minn. Stat §238.084 (1)(y).

SECTION 8. REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined that Grantee has violated any material provision of this Franchise, has made intentional misrepresentations to the City, or has practiced fraud or deceit upon the City of a Subscriber.
2. Procedures.
 - a. The City shall provide the Grantee with written notice of the cause for revocation and its intent to revoke and shall allow Grantee sixty (60) days to cure the violation ("the cure period").

- b. Grantee shall be provided the right to a public hearing affording due process prior to revocation, which public hearing shall follow the cure period. The City shall provide

the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- c. After such public hearing and release of written findings, the City may revoke the Franchise. Grantee may appeal such revocation to a court or agency of competent jurisdiction.
- d. During the appeal period, Grantee may continue to operate the System pursuant to the terms and conditions of the Franchise, unless the term thereof sooner expires.

SECTION 9. PROTECTION OF INDIVIDUAL RIGHTS

- 1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.
- 2. Subscriber Privacy.
 - a. Grantee shall comply with the Subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
 - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
 - c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such

information shall be subject to the provision set forth in Subparagraph (b) of this Section.

SECTION 10.

FEE

1. Franchise Fee.

- a. The City may require Grantee to pay a Franchise Fee of up to five percent (5%) of its annual Gross Revenues to the City. Within 60 days of notice from City, Grantee shall begin collecting and paying such Franchise Fee. "Gross Revenues" means all revenue received directly or indirectly by the Grantee from the operation of its System to provide Basic Cable Service. Gross Revenues shall not include bad debt, or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- b. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee's calculations.
- c. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the foregoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- d. Payments shall be payable annually. Payments shall be made within sixty (60) days of the end of each of each calendar year together with a report in a form reasonably acceptable to City that shows the basis for the computation. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
- e. Any fee must be adopted by separate ordinance. If no separate ordinance is adopted to address a fee, then no fee is required.

SECTION 11.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Ordinance shall be published in accordance with applicable local and Minnesota law. A summary of this ordinance may be published and constitute sufficient public notice. The effective date of this Franchise shall be the date of acceptance by Grantee.

Passed and adopted by the City Council of the City of Cologne on the _____ day of _____,

2023.

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

AGREEMENT AND SIGNATURE ADDENDUM

ACCEPTED: The undersigned Grantee, Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC. accepts this Franchise and agrees to be bound by its terms and conditions.

Comcast of Arkansas/Louisiana/Minnesota/Mississippi/ Tennessee, LLC

By: _____

Its: _____

Date: _____



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

May 10, 2023

Dear Mr. Dickson:

Pursuant to Minn. Stat. § 238.081, Comcast of Arkansas, Florida, Louisiana, Minnesota, Mississippi, Tennessee, Inc. ("Comcast") hereby submits this application for a franchise to operate a cable system ("Application") with the City of Cologne ("City").

Comcast proposes to extend throughout the City Comcast's advanced network that is currently serving neighboring communities such as Carver and Chaska. Comcast has the legal, technical, and financial qualifications to support its proposed Application. Comcast and its predecessors in interest have invested over \$1 billion in Minnesota to build a high-quality cable system that serves over 500,000 customers with superior quality digital cable, broadband, voice, and other services in the Twin Cities metropolitan area.

Comcast's headend, the command control center for the Twin Cities network, has been recognized as a model for other cable systems. Furthermore, Comcast has dramatically changed the at-home experience for Minnesota customers with the deployment of its X1 Platform, the customer premises platform that allows customers to seamlessly navigate live television, on demand movies, web video, and online streaming video services such as Netflix, Hulu, AppleTV and YouTube. A key feature of the X1 program is its Voice Remote, which enables customers to navigate with voice commands rather than with remote control buttons. The X1 Platform has also given customers the mobility they demand. Customers can access their 500 GB DVR cloud-based library from anywhere with a broadband connection.

Another important feature of Comcast's network is its two-way communications capability, which allows Comcast to constantly monitor its network, in many cases resolving technical issues before the customer even knows about them. This feature has greatly reduced the need for customer service calls and truck rolls, thereby improving Comcast's customer service experience.

Comcast's significant ongoing network and technology investments enable it to continually deliver innovative and scalable products and services that keep residents and business on the cutting edge and enable it to meet evolving community demands. In the last three years alone, Comcast has invested nearly \$444.7 million in private, at-risk capital in Minnesota, building, maintaining, and operating one of the most extensive fiber-based networks in the country. Moreover, Comcast doubles its network capacity every 2 ½ years to stay well ahead of demand. This is why during the COVID-19 pandemic when Internet traffic spiked more than 30% as people rapidly transitioned to working and learning from home, Comcast's network continued to deliver fast speeds, even under the heaviest usage, and even in the areas most severely affected by the pandemic.

Comcast Minnesota Operations Snapshot

\$1.4 billion	\$590.8 million
Comcast invested in Minnesota, including capital expenditures, employee wages & benefits, taxes & fees, & charitable giving in the last 3 years	Invested in payroll, benefits, and training for our Minnesota workforce in the last 3 years
\$378.9 million	\$434.8 million
Taxes, fees, and permits paid to & collected for Minnesota state and local governments in the last 3 years.	Technology & infrastructure investments in the last 3 years, including upgrades to our broadband network.
\$47 million	\$20.1 million
Value of charitable COVID-10 relief efforts (2020)	Total cash & in-kind charitable contributions invested in Minnesota to nonprofits in the last 3 years.
344,000 IE Connects- Cumulative low-income Minnesota residents in 86,000 homes to the Internet through Internet Essentials since 2011	

In support of its Application, Comcast provides the following responses to the City's Request for Official Application Form.

The services being offered and corresponding details that must be included in each application are as follows:

a) Plans for channel capacity, including both the total number of channels to be energized immediately and the total number of channels capable of being energized in the system.

Comcast proposes to construct a fiber network that shall be maintained to provide to subscribers a minimum of at least two hundred (200) activated downstream video channels.

Upon activation of the system, Cologne residents will be able to receive Comcast's channel line-up that is available throughout the Twin Cities metro but will reflect Cologne's PEG channels. An example of a current channel line-up for a Comcast community in the Twin Cities is attached to this Application and can be found at: [Xfinity® Channel Lineup and TV Guide by Comcast.](#)

b) A statement of the television and radio broadcast signals for which permission to carry will be requested from the Federal Communications Commission.

Television and radio broadcast signals for which permission to carry is required will be requested from the Federal Communications Commission.

c) A description of the proposed system design and planned operation, including

at least the following items.

Comcast proposes to construct a fiber network capable of providing the video services described above. In addition, the network will be capable of providing other services, such as Xfinity Voice, and symmetrical broadband service of 1 gigabit or higher speeds. The network will be highly reliable and scalable, permitting bandwidth and low latency potential well beyond foreseeable needs for subscribers in Cologne.

1. The general area for location of antenna and headend, if known.

Comcast's network in Cologne will be served by Comcast's advanced headend facility located in Roseville, MN, and already providing service throughout the Twin Cities. This will enable Comcast to provide a variety of products and services and a seamless experience for Cologne residents, including the Comcast X1 video platform and Xfinity Mobile. The facility already has in place critical operational advantages in reliability and efficiency including backup power and a 24X7 monitoring of all the facets of the delivery system.

2. The schedule for activating cable and two-way capacity.

Comcast plans to activate its cable service in phases, after the completion of its construction of the network in each phase. Comcast plans to begin by extending its existing plant to the city and into residential areas, working its way through Cologne.

Comcast proposes to complete the build in as short timeframe as allows, understanding that the schedule for completing the build is dependent on many factors. One of the primary factors is working with the City's public works department regarding its preferences and requirements that will dictate the pace of the build. Timing is also dependent on other external factors, such as the amount of pole make-ready work that might be required and timing of the power company to complete it.

Comcast plans to activate the first phase of its construction in Q4 of 2023, with the work being completed at the latest by Q2 of 2024.

3. The type of automated services to be provided.

Comcast is a leader in innovation and continually automates services for customers where automation supports efficiency and ease. Here are some primary examples:

Scheduled and Saved DVR Recording – customers won't lose saved or scheduled programs; they are all saved in the cloud and will resync with any new equipment.

X1 Voice remote – if a customer has a question about their service, wants to know their wireless network password, or needs a video walkthrough of a service, they can just ask their X1 remote.

Xfinity Assistant – lives in all Comcast apps and the Comcast website for when customers have questions about services, bills, troubleshooting or even upgrading. The Xfinity Assistant is an always-on virtual assistant that lets customers get personalized, guided help.

Autopay – customers can setup and manage autopay.

Outages – Comcast pushes outage information into our apps and the customer can opt in to receive an SMS notice when the outage has cleared.

Automation has also been employed to assist network reliability, such as the automated 24X7 monitoring of the network.

4. The number of channels and services to be made available for accessable broadcasting.

Comcast proposes to substantively adopt the terms and conditions set forth MetroNet's Franchise, consistent with applicable law and Comcast's network configuration.

As Section 5 of MetroNet's Franchise requires Comcast will provide at least one (1) public access channel.

"Public Access Channel. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the system, reception on at least one specially designated access channel ("Access Channel"). Grantee's obligation shall be limited to providing the channel capacity for the Access Channel and City or its designee shall provide playback and content for the same. During those times when the Access Channel is not being used by the City, the Grantee may use the Access Channel."

5. A schedule of charges for facilities and staff assistance for access cablebroadcasting.

Comcast will provide PEG assistance and a PEG fee as outlined in the proposed Franchise, consistent with applicable law. Comcast plans to learn from the City specifically what is required to provide the same PEG programming on the Comcast network as is currently provided on the MetroNet network, and intends to adopts those obligations in a franchise with the City. Comcast does not charge for the use of PEG fiber return lines or Comcast's staff assistance that is required to facilitate the PEG programming onto the Comcast network.

d) Terms and conditions under which particular service is to be provided to government and education entities.

Comcast proposes to substantially adopt MetroNet's franchise, hereby meeting the requirements of Minn. Stat. § 238.08, Subd. 1 and Minn. Stat. § 238.084. Subd .1(z). Specifically, Comcast will adopt the same PEG fee obligation that MetroNet charges its customers.

e) A schedule of proposed rates in relation to the services to be provided, and a proposed policy regarding unusual or difficult connection of services

Customers in Cologne will have the same rates as other Twin Cities communities. Comcast's

recent rate card for neighboring communities are attached. Note that this is a current rate card. The rates that Comcast will charge customers in Cologne will be the current video service tier rates that are published at the time of the activation of the network. Discounted pricing may be available to customer that accept a promotional offers or term agreements for video services or buy one or more additional services.

Rates for different technician visits to address issues that require a technical assistance can be found on the attached rate card.

f) A time schedule for construction of the entire system with the time sequence forwiring the various parts of the area requested to be served.

Comcast plans to begin construction shortly after a franchise is adopted, in late Q2/ early Q3 2023. Comcast hopes to activate the first phase of its construction in Q4 of 2023, with the work being completed at the latest by Q2 of 2024.

Comcast proposes to complete the build in as short timeframe as allows, understanding that the schedule for completing the build is dependent on many factors. One of the primary factors is working with the City's public works department regarding its preferences and requirements that will dictate the pace of the build. Timing is also dependent on other external factors, such as the amount of pole make-ready work that might be required and timing of the power company to complete it.

g) A statement indicating the applicant's qualifications and experience in the cable communications field, if any.

Comcast is a leading communications provider in the United States, currently operating throughout 39 states and the District of Columbia. With 19 million video customers, 31 million residential broadband customers, and 10 million voice customers, Comcast passes a total of 60 million homes and businesses. Comcast is the nation's largest gigabit Internet provider.

We've spent nearly \$30 billion in the last decade building an expansive fiber-dense network comprised of 191,000 route miles that carries an immense amount of traffic and has demonstrated extraordinary performance throughout the pandemic. Comcast has established an industrywide reputation for technology leadership, superior products, and operational efficiency.

As a right-of-way (ROW) user in over 4,000 communities nationwide and in 39 states, Comcast is accustomed to designing fiber networks in a variety of environments. The network of 191,000+ route-miles of fiber features a combination of both aerial and underground plant, and the system is designed to comport with local, state, and federal laws and guidelines.

Over the last several years, Comcast has made extensive, multi-million-dollar investments in new coaxial and fiber network throughout the nation, ensuring that Comcast's services to both business and residential customers are scalable and capable of expanding to meet evolving community needs. We have extended our infrastructure to more and more businesses since launching our commercial service less than 15 years ago, bringing competition and lower prices to the small, medium, and

large business sector market. And we continue an aggressive and proactive multi-million-dollar construction investment effort to extend our network even further throughout the communities we serve. We have also been on a pace of doubling network capacity every 2 ½ years, which ensures that we stay well ahead of consumer demand.

Our network services today include broadband offered on a wired and Wi-Fi basis in homes, businesses, and public locations. Comcast's broadband service capabilities include up to 10 Gigabit symmetrical services to businesses (and as high as 100 symmetrical Gigabits for businesses that meet specific criteria), and our residential broadband speeds currently offered in Minnesota range from 50 Mbps to 1.2 Gbps.

Comcast is also one of the first U.S. Internet Service Providers to offer a Wi-Fi 6 Certified gateway with the latest version of its xFi Advanced Gateway, which is capable of delivering multi-Gigabit speeds via ethernet that has laid the groundwork for Gigabit speeds over WiFi. Customers on the new upgraded Xfinity Gigabit tier will require an xFi Advanced Gateway, or one of the WiFi 6 capable devices approved to work with the Xfinity network to receive the faster speeds.

h) An identification of the municipalities in which the applicant either owns or operates a cable communications system, directly or indirectly, or has outstanding franchises for which no system has been built.

Comcast has franchises with 111 local municipalities in Minnesota. A complete list is attached to this Application.

i) Plans for financing the proposed system, which must indicate every significant anticipated source of capital and significant limitations or conditions with respect to the availability of the indicated sources of capital as well as any other information that applicant determines would be useful in evaluating its financial qualifications.

Comcast is a publicly traded company, creating efficient capital deployment and business plans that satisfy the needs of customers while also satisfying a rational business case—often expressed in business *pro formae*. Comcast is a Fortune 50 company with revenues of \$116 billion (FY2021). The company's CEO is Brian Roberts. All public financial disclosures including the SEC filings, Earnings, and Annual Reports can be found at [Financials | Comcast Corporation \(cmcsa.com\)](https://www.cmcsa.com/financials).

j) A statement of ownership detailing the corporate organization of the applicant, if any, including the names and addresses of officers and directors and the number of shares held by each officer or director, and intercompany relationship, including the parent, subsidiary or affiliated company.

Comcast is a publicly traded company. Comcast's Board of Directors, as well as its Corporate Governance structure, can be found here: <https://www.cmcsa.com/corporate-governance>.

k) A notation and explanation of omissions or other variations with respect to the

requirements of the proposal.

Comcast submits that it does not believe that any substantive information requested in the City's Request for Proposals has been omitted at this time. Comcast recognizes that it must reach agreement on a franchise with the City that will contain the terms offered in this Proposal as well as additional terms and conditions to be discussed in more detail if the City accepts this Application for a Franchise.

Comcast looks forward to discussing this Application and answering any questions that the City may have at the June 5th City Council Meeting.

Respectfully submitted,

/s/ Karly Baraga Werner

Karly Baraga Werner
Sr. Director, Government and Regulatory Affairs
Comcast Midwest Region
651-900-9953
Karly_Werner@comcast.com

Collaborative Planning, LLC

Memorandum

To: Planning Commission
From: Cindy Nash, AICP, EDFP
Date: April 27, 2023
Subject: Accessory Structures Ordinance

Following the February and March Planning Commission meeting, a draft ordinance has been prepared for public hearing. Included in the packet is that proposed ordinance to consider for a recommendation to the City Council. A redline that compares just the accessory structure section to the current ordinance is also included.

There was discussion on items that carry through other locations of the Zoning Ordinance. I have not prepared redlines for these but instead note them below.

1. **Impervious Surface.** Based on previous discussion, the lot coverage (impervious surface coverage) limit of the R-1 District would be increased from 25% to 35%. The exception to this is the shoreland overlay where more restrictive requirements would continue to apply.
2. **Existing Downtown Accessory Provision.** The draft ordinance removes the existing carve-outs for the downtown area so that anyone, regardless of whether they already have an attached garage, can construct an accessory building. With that was also removed all of the discussion about the need to convert an attached garage to living space, etc.

**CITY OF COLOGNE
CARVER COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. 150-Y

**AN ORDINANCE AMENDING THE CITY OF COLOGNE ZONING ORDINANCE
RELATED TO ACCESSORY STRUCTURES AND IMPERVIOUS SURFACE**

The City Council of Cologne, Minnesota ordains:

SECTION 1. RESCIND AND REPLACE SECTION. Section 153.016 of the Cologne Zoning Ordinance is hereby rescinded and a new Section 153.016 is added as follows:

153.016 ACCESSORY STRUCTURES.

(A) General. No accessory structure may be permitted on any parcel without a principal structure. Accessory structures and driveways may not be located within any public easement areas. No accessory structures may be located in the required front yard (the area between the principal structure and the public right-of-way). Corner lots have front yard areas abutting both public rights-of-way.

(B) Site plan review and permit requirements.

(1) Structures 200 square feet and less. An administrative site plan review is required for the construction, erection, or placement of all detached accessory structures not exceeding 200 square feet in area. Any party intending to construct, erect, or place such a structure on any property must present a sketch plan of the property, including location of the principal structure and proposed location of the accessory structure, to the City Clerk. The City Clerk or designee shall promptly verify whether the proposed accessory structure meets the requirements of this chapter, or whether additional review or permitting is required. No site plan may be approved and no structure may be constructed unless in conformity with the requirements of this chapter.

(2) Structures over 200 square feet. An administrative site plan review and building permit application is required for all detached accessory structures exceeding 200 square feet in area. A certificate of survey, including the location of the principal structure and proposed location of the accessory structure along with other information included on the checklist for a certificate of survey, shall be submitted with the application.

(C) Size limitations. In the R-1, R-2, R-3, and residential Planned Unit Developments, the sum of the building area of all detached accessory structures shall not exceed a total of:

Lot Area (in square feet)	Maximum Total Floor Area of all Accessory Structures*	Maximum Number of Detached Accessory Structures
10,500 and smaller	1,000 square feet	2
10,501 to 21,780	1,200 square feet	2
21,781 to 43,560	1,400 square feet	2
43,561 and larger	1,600 square feet	2
1) Subject to maximum lot coverage limit contained in the underlying zoning district as shown in Section 153.043 or the shoreland overlay district provisions in Section 153.046, whichever is more restrictive .		
2) At no time shall the ground floor area of a detached residential accessory structure within an R-1, R-2, R-3, R-4, or PUD District exceed forty (40) percent of the combined ground floor area of the principal and accessory structure.		

(D) Size Limitations in Non-Residential Zoning Districts. Structures accessory to the principal use shall not exceed thirty (30) percent of the gross floor area of the principal use.

(E) Setback requirements. No accessory structure may be located in the required front yard in any zoning district. Accessory structures with permanent foundations must meet the setback requirements of the principal structure. Accessory structures built directly on the ground or without any permanent foundation shall meet the following minimum setback requirements:

Residential Districts Side yard: 5 feet
 Rear yard: 10 feet

Non-residential Districts Side/Rear yard: 1/2 the principal structure setback

(F) Design considerations. All detached accessory structures in excess of 200 square feet shall be compatible with the principal structure in appearance, architectural style and building materials. A determination shall be made during the site plan review process whether a new or realigned driveway to the accessory structure is necessary and appropriate.

(G) Driveways. A building permit for any accessory structure with garage doors or other openings to facilitate the storage of motor vehicle as defined by Minn. Stat. 169.011 or trailers shall include a driveway extension that meets the following requirements:

(1) No additional or separate driveway entrances are permitted for access to an accessory structure. An accessory structure may be accessed from an extension of the existing driveway but an additional curb cut to access an accessory structure is not permitted. An exception to this requirement is if the accessory structure can be accessed from a driveway connecting to a public alley that is paved and maintained by the city.

(2) A driveway extension servicing an accessory structure will be no greater than eight feet in width and shall be paved.

(3) A driveway extension requires landscaping and/or screening along the portion of the driveway which abuts any adjacent properties.

(4) A driveway extension may not be located in any public easements or within the required side or rear yard setback except that a driveway extension may cross the side or rear yard setback when connecting the accessory structure to a public alley.

SECTION 2. AMEND A PORTION OF A SECTION. The table of Dimensional Standards in Section 153.043 is hereby amended to change the Lot Coverage requirement in the R-1 Zoning District to 35%.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

SECTION 4. REPEALER

All prior ordinances to the extent that they are inconsistent with the terms and provisions of this Ordinance, shall be deemed repealed after the effective date of this Ordinance with regard to those inconsistent terms and provisions.

Passed by the City Council of Cologne this 5th day of June, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk