



City Council Meeting Agenda

Monday, April 1, 2024 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: Sarah Bruss

Councilmember: Nathan Kells

Councilmember: Maria Samuelson

Councilmember: Carol Szaroletta

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
 - a. Chad Miller – Village Park

5. ADOPT CONSENT AGENDA

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

- a. March 11, 2024 City Council Minutes
- b. Accounts Payable from March 12, 2024
- c. March 26, 2024 Payroll Summary
- d. Q1 2024 CFD Payroll Summary

- e. Res No 24 - 13 Designating Polling Place
- f. Baker Tilly Municipal Services Engagement Letter
- g. Approve Sanitation License for Suburban Waste and Republic

6. NEW COUNCIL BUSINESS

- a. Res No 24 - 08 Public Notice of Easement Vacation
- b. Res No 24 - 14 Calling for a Public Hearing for Cologne Academy Bond Financing
- c. Res No 24-15 Authorizing Baker Tilly to Preform Tax Increment Financing and Financial Feasibility Analysis

7. INFORMATIONAL ITEMS

- a. Administrator Update
 - i. Change April 16 Meeting to April 22
- b. February 2024 Sheriff Report
- c. Council / Mayor Reports

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

CALENDAR OF EVENTS/MEETINGS

April 22	Monday	City Council Meeting
April 27	Saturday	CFD Relief Steak Fry



City Council Meeting Minutes

Monday, March 11, 2024 7:00 PM

Cologne Community Center, 1211 Village Parkway

Vision Statement

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1. CALL MEETING TO ORDER & ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

City Administrator Morrison asked the mayor to amend the agenda to approve with the Consent Agenda the payment of election judges for the March 5th Presidential Nominating Primary, the detail of which is provided at each Councilmembers seat. Motion by Councilmember Szaroletta to adopt the revised agenda, second by Councilmember Bruss. Motion carried 4-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

a. Jon Fernholz- Mayor Proclamation Motorcycle Safety Awareness

Cologne resident Jon Fernholz was introduced to the Council and he reviewed the history of Motorcycle Safety Awareness in the State and efforts to promote motorcycle awareness with spring here and more motorcycle's on the roads. Mayor Lein presented Mr. Fernholz with the May Motorcycle Safety Awareness Month proclamation. Councilmember Bruss made a motion declaring May as Motorcycle Safety Month in Cologne, second by Councilmember Samuelson. Motion carried 4-0

b. Jim Johnson – Logan Pass Coffeehouse

Cologne resident and owner of Logan Pass Coffeehouse came to the Council to clarify statements made at the February 5 City Council meeting by Corey Magstadt of Launch Ministries and John Pennucci of Launch Café.

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. February 20, 2024 City Council Minutes**
- b. Accounts Payable from February 21, 2024**
- c. February 27 and March 12, 2024, Payroll Summaries**
- d. Resolution 24-09 Accepting Donations**
- e. Election Judge payments for November 5, 2024 Presidential Nomination Primary.**

After discussion, Councilmember Szaroletta made a motion to approve the consent agenda, second by Councilmember Samuelson. Motion carried 4-0.

NEW COUNCIL BUSINESS

f. Res No 24-10 for a Loan Application to the Minnesota Public Facilities Authority

Administrator Morrison explained to Council that this Resolution is part of our work to secure the funding needed for the WWTP upgrade should the legislature come through with funding for the city this year. After discussion, Councilmember Bruss made a motion to approve Res No. 24-10, second by Councilmember Szaroletta. Motion carried 4-0.

g. Res No 21-11 Applying for a Community Growth Partnership Initiative Grant Program

Administrator Morrison explained to Council that this Resolution is supporting the application for a Community Growth Partnership Grant through Carver County that if approved would provide up to \$100,000 in reimbursement for improvements that Paul Modeen would make on property at 102 Lake St W. After discussion, Councilmember Bruss made a motion to approve Res No. 24-11, second by Councilmember Szaroletta. Motion carried 4-0.

h. Ordinance Amendment – Expansion of Non-conforming Uses and CUP Process

Mayor Lein reviewed the memo in the packet from City Planner Cindy Nash the highlight being that the amendment now allows the city to have a Conditional Use Permit process. Planning Commission Chair Bernie Shambour added that Cologne is one of the only cities in Carver County that does not have a CUP Process. After discussion Councilmember Szaroletta made a motion to approve Ordinance 174 Amending the Zoning Ordinance Related to Expansion of Non-Conforming Uses and Conditional Use Permits, second by Councilmember Samuelson. Motion carried 4-0.

i. Res No 24-12 Approving CUP 209 Playhouse

Mayor Lein reviewed the memo in the packet from City Planner Cindy Nash with the Council detailing the conditions that the CUP would have. After discussion Councilmember Bruss made a motion to approve Resolution No 24-12 Approving a CUP for 209 Playhouse, second by Councilmember Szaroletta. Motion carried 4-0.

6. INFORMATIONAL ITEMS

a. Administrator Update

Administrator Morrison reviewed her activities since the February 20th Council meeting.

b. Council / Mayor Reports

c. January 2024 Sheriff Report

7. ITEMS REMOVED FROM THE CONSENT AGENDA

8. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 7:25 PM, second by Councilmember Samuelson. Motion carried 4-0.

Respectfully Submitted:

Attest:

Michelle Morrison

City Administrator

Matt Lein

Mayor

CITY OF COLOGNE

03/25/24 2:13 PM

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***Check Summary Register©**

Batch:

031224Cintas,031224Frattalones,031224USc,031324ECM,031424Adams,031524CircleK,031524Macken,031524MVEC,031924ALEXAI
R,031924CFDVISA,031924ECM,031924EMTI,031924Loffler,031924MetroNet,031924PremWaters,032124VVTL,032224Summit,040124
CR

Name	Check Date	Check Amt	
10100 Checking			
1807e CIRCLE K	3/11/2024	\$667.34	PW Fuel
1808e CINTAS CORPORATION	3/12/2024	\$152.51	Uniforms
1809e ECM PUBLISHERS, INC.	3/12/2024	\$88.25	Publish Public Hearing April 4 Prelim Plat
1810e ULTIMATE SAFETY CONCEPTS,	3/12/2024	\$335.62	Cyanide HCN/AIR
1811e FRATTALLONES HARDWARE	3/12/2024	\$68.96	
1814e ADAM'S PEST CONTROL, INC	3/14/2024	\$125.97	Quarterly Maintenance Q1
1815e MACKENTHUN'S	3/15/2024	\$433.16	Powerade Zero
1816e MVEC	3/15/2024	\$61.20	2043 Village Parkway Lights
1818e ECM PUBLISHERS, INC.	3/19/2024	\$120.75	Resolution No.24-08
1819e CROWN COLLEGE	3/19/2024	\$450.00	EMT/EMR Fire Training
1820e ALEX AIR APPARATUS, INC	3/19/2024	\$1,943.44	Compressor Service & Air quality test
1821e VISA - CITIZENS ALLIANCE BAN	3/19/2024	\$528.11	Fire Sentry Smoke Detector
1822e METRONET	3/19/2024	\$176.08	Phones
1824e PREMIUM WATERS, INC.	3/19/2024	\$23.70	Public Works Drinking water
1828e MN VALLEY TESTING LABS	3/22/2024	\$702.00	Water Analysis
1829e SUMMIT FIRE PROTECTION	3/22/2024	\$499.00	Fire Alarm Annual Inspection
1830e LOFFLER-131511	3/22/2024	\$76.53	Monthly Copier Lease Jan
28712 RYAN BARTZ	4/1/2024	\$700.00	Hydro Seeding
28713 BKV GROUP	4/1/2024	\$1,791.79	Master Planning
28714 BOLTON & MENK, INC	4/1/2024	\$74,259.00	Village Parkway Improvements
28715 BOUND TREE MEDICAL, LLC	4/1/2024	\$135.00	Gloves-Blue Nitrile
28716 BRUESEHOFF SEED	4/1/2024	\$100.00	Damage Deposit Refund
28717 BUETOW, DENISE	4/1/2024	\$100.00	Damage Deposit Refund
28718 CARGILL	4/1/2024	\$2,728.26	Road Salt
28719 CUSTOMIZED FIRE RESCUE TR	4/1/2024	\$500.00	Employee Right to Know, Confined Space, Loc
28720 DOOR POWER SALES & SERVIC	4/1/2024	\$356.00	Community Center Door
28721 ELITE LOCK & KEY	4/1/2024	\$370.50	Community Center Doors
28722 EMERGENCY TECHNICAL DECO	4/1/2024	\$649.15	CFD Gear
28723 FASTENAL COMPANY	4/1/2024	\$52.05	IC WB CAUTN BLUE 17oz
28724 ANGIE FRITZ	4/1/2024	\$100.00	Deposit Refund
28725 HANSON, EMILY	4/1/2024	\$50.00	Damage Deposit Refund 3/16/24
28726 HAWKINS, INC	4/1/2024	\$9,780.03	Chlorine Cylinders (2)
28727 SHAYLA HAYES	4/1/2024	\$100.00	Deposit Refund
28728 HKGi	4/1/2024	\$842.50	Cologne Downtown Plan
28729 INTERSTATE BATTERY SYSTEM	4/1/2024	\$118.77	Fire Department Battery
28730 JOSTAN SERVICES, INC.	4/1/2024	\$1,730.64	CCC Cleaning - March
28731 LEAGUE OF MINNESOTA CITIES	4/1/2024	\$1,113.75	LMCIT/MMUA Regional Safety Groups Trainin
28732 MAYER LUMBER CO., INC.	4/1/2024	\$105.24	12' Polycarbonate
28733 MCINNIS, JENNA	4/1/2024	\$113.12	Milage expenses Q1
28734 STAR GROUP, L.L.C.	4/1/2024	\$57.96	Floor Dry for Shop
28735 NCPERS Group Life Ins	4/1/2024	\$64.00	Employee Life Insurance - April
28736 JOE RADEMACHER	4/1/2024	\$550.00	Reimbursement for Rims for Firetruck
28737 SAFETY SIGNS, LLC	4/1/2024	\$1,565.80	School Speed Signs
28738 DAN SIMON	4/1/2024	\$100.00	Deposit Refund
28739 JAMIE STORMS	4/1/2024	\$50.00	Damage Deposit Refund
28740 ZION LUTHERAN	4/1/2024	\$100.00	Damage Deposit Refund
Total Checks		\$104,736.18	

CITY OF COLOGNE

03/25/24 2:13 PM

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***Check Detail Register©**

Batch:

031224Cintas,031224Frattalones,031224USc,031324ECM,031424Adams,031524CircleK,031524Macken,031524MVEC,031924ALEXAI
R,031924CFDVISA,031924ECM,031924EMTI,031924Loffler,031924MetroNet,031924PremWaters,032124VVTL,032224Summit,040124
CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1807 e	03/11/24	CIRCLE K			
E 101-43100-212		Motor Fuels	\$427.89		PW Fuel
E 101-42230-212		Motor Fuels	\$239.45		CFD Fuel
		Total	\$667.34		
1808 e	03/12/24	CINTAS CORPORATION			
E 101-43100-417		Uniforms	\$19.09	4182545516	Uniforms
E 101-43100-417		Uniforms	\$40.89	4183267258	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$54.35	4183267598	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$19.09	4183993285	
E 101-43100-417		Uniforms	\$19.09	4184709061	
		Total	\$152.51		
1809 e	03/12/24	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$88.25	987962	Publish Public Hearing April 4 Prelim Plat
		Total	\$88.25		
1810 e	03/12/24	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42220-210		Operating Supplies (GEN	\$335.62	207929	Cyanide HCN/AIR
		Total	\$335.62		
1811 e	03/12/24	FRATTALLONES HARDWARE			
E 101-45100-401		Repairs/Maint Buildings	\$68.96	1654376142	
		Total	\$68.96		
1814 e	03/14/24	ADAM'S PEST CONTROL, INC			
E 101-45100-401		Repairs/Maint Buildings	\$125.97	3866839	Quarterly Maintenance Q1
		Total	\$125.97		
1815 e	03/15/24	MACKENTHUN'S			
E 101-42230-210		Operating Supplies (GEN	\$271.44		Powerade Zero
E 101-42230-210		Operating Supplies (GEN	\$161.72		Powerade & Gatorade
		Total	\$433.16		
1816 e	03/15/24	MVEC			
E 101-43160-381		Electric Utilities	\$61.20		2043 Village Parkway Lights
		Total	\$61.20		
1818 e	03/19/24	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$120.75	989881	Resolution No.24-08
		Total	\$120.75		
1819 e	03/19/24	CROWN COLLEGE			
E 101-42220-208		Training and Instruction	\$450.00	81	EMT/EMR Fire Training
		Total	\$450.00		
1820 e	03/19/24	ALEX AIR APPARATUS, INC			
E 101-42230-404		Repairs/Maint Machinery/	\$1,943.44	7943	Compressor Service & Air quality test
		Total	\$1,943.44		

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CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1821 e	03/19/24	VISA - CITIZENS ALLIANCE BANK			
E 101-42230-210		Operating Supplies (GEN	\$48.66		Fire Sentry Smoke Detector
E 101-42200-301		Auditing and Acct g Servic	\$15.00		Late Fee
E 101-42230-240		Small Tools and Minor Eq	\$449.54		Steamlights
E 101-42230-210		Operating Supplies (GEN	\$14.91		Lysol Toilet Cleaner
		Total	\$528.11		
1822 e	03/19/24	METRONET			
E 101-43100-320		Communications (GENER	\$176.08		Phones
		Total	\$176.08		
1824 e	03/19/24	PREMIUM WATERS, INC.			
E 101-43100-200		Office Supplies (GENERA	\$15.80	319986552	CCC Drinking Water
E 101-43100-200		Office Supplies (GENERA	\$7.90	319986555	Public Works Drinking water
		Total	\$23.70		
1828 e	03/22/24	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$175.50		Water Analysis
E 602-49450-311		Analysis	\$175.50	1241765	Water Analysis
E 602-49450-311		Analysis	\$175.50	1242511	Water Analysis
E 602-49450-311		Analysis	\$175.50	1243447	Water Analysis
		Total	\$702.00		
1829 e	03/22/24	SUMMIT FIRE PROTECTION			
E 101-45100-300		Professional Svcs (GENE	\$499.00	150042460	Fire Alarm Annual Inspection
		Total	\$499.00		
1830 e	03/22/24	LOFFLER-131511			
E 101-41400-404		Repairs/Maint Machinery/	\$76.53	4643245	Monthly Copier Lease Jan
		Total	\$76.53		
28712	04/01/24	RYAN BARTZ			
E 101-45200-216		Chemicals and Chem Pro	\$700.00	1003	Hydro Seeding
		Total	\$700.00		
28713	04/01/24	BKV GROUP			
E 101-42210-401		Repairs/Maint Buildings	\$1,791.79	63548	Master Planning
		Total	\$1,791.79		
28714	04/01/24	BOLTON & MENK, INC			
E 101-43100-303		Engineering Fees	\$707.50	0331576	Benton Creek Area Improvements
E 101-43100-303		Engineering Fees	\$775.50	0331579	Misc Engineering
E 101-43100-303		Engineering Fees	\$106.50	0331580	Modern Design
E 101-43100-500		Capital Outlay (GENERAL	\$87.50	0331581	Street & Utility Reconstruction
E 101-41700-303		Engineering Fees	\$1,910.00	0331582	Village Market Development
E 101-43100-303		Engineering Fees	\$744.00	0331583	Village Parkway Improvements
E 602-49450-303		Engineering Fees	\$68,917.00	0331584	Wastewater Treatment Facility
E 101-41700-303		Engineering Fees	\$1,011.00	0331585	Winkler Crossing 5th
		Total	\$74,259.00		
28715	04/01/24	BOUND TREE MEDICAL, LLC			

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R,031924CFDVISA,031924ECM,031924EMTI,031924Loffler,031924MetroNet,031924PremWaters,032124VVTL,032224Summit,040124
CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42230-210		Operating Supplies (GEN	\$135.00	85276194	Gloves-Blue Nitrile
		Total	\$135.00		
28716	04/01/24	BRUESEHOFF SEED			
G 101-22000		Deposits	\$100.00		Damage Deposit Refund
		Total	\$100.00		
28717	04/01/24	BUETOW, DENISE			
G 101-22000		Deposits	\$100.00		Damage Deposit Refund
		Total	\$100.00		
28718	04/01/24	CARGILL			
E 101-43100-210		Operating Supplies (GEN	\$2,728.26	2909303595	Road Salt
		Total	\$2,728.26		
28719	04/01/24	CUSTOMIZED FIRE RESCUE TRAIN			
E 101-42220-208		Training and Instruction	\$500.00	2595	Employee Right to Know, Confined Space, Lockout
		Total	\$500.00		
28720	04/01/24	DOOR POWER SALES & SERVICE			
E 101-45100-223		Building Repair Supplies	\$356.00	26027	Community Center Door
		Total	\$356.00		
28721	04/01/24	ELITE LOCK & KEY			
E 101-45100-401		Repairs/Maint Buildings	\$370.50	4606	Community Center Doors
		Total	\$370.50		
28722	04/01/24	EMERGENCY TECHNICAL DECON			
E 101-42230-312		Contractual Services	\$649.15	1154	CFD Gear
		Total	\$649.15		
28723	04/01/24	FASTENAL COMPANY			
E 601-49400-210		Operating Supplies (GEN	\$52.05	77477	IC WB CAUTN BLUE 17oz
		Total	\$52.05		
28724	04/01/24	ANGIE FRITZ			
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
28725	04/01/24	HANSON, EMILY			
G 101-22000		Deposits	\$50.00		Damage Deposit Refund 3/16/24
		Total	\$50.00		
28726	04/01/24	HAWKINS, INC			
E 601-49400-216		Chemicals and Chem Pro	\$20.00	6709597	Chlorine Cylinders (2)
E 602-49450-216		Chemicals and Chem Pro	\$5,481.39	6713453	Sulur Dioxide, Cylinder, Chlorine
E 601-48930-216		Chemicals and Chem Pro	\$4,278.64	6713456	Hydrofluosilicic Acid, LPC-31, Sodium Permanganate
		Total	\$9,780.03		
28727	04/01/24	SHAYLA HAYES			
G 101-22000		Deposits	\$100.00		Deposit Refund

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031224Cintas,031224Frattalones,031224USc,031324ECM,031424Adams,031524CircleK,031524Macken,031524MVEC,031924ALEXAI
R,031924CFDVISA,031924ECM,031924EMTI,031924Loffler,031924MetroNet,031924PremWaters,032124VVTL,032224Summit,040124
CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$100.00		
28728	04/01/24	HKGi			
E 101-41910-310		Other Professional Servic	\$842.50	02301310	Cologne Downtown Plan
Total			\$842.50		
28729	04/01/24	INTERSTATE BATTERY SYSTEM OF M			
E 101-42230-210		Operating Supplies (GEN	\$118.77	60085823	Fire Department Battery
Total			\$118.77		
28730	04/01/24	JOSTAN SERVICES, INC.			
E 101-45100-401		Repairs/Maint Buildings	\$1,229.03	9446	CCC Cleaning - March
E 101-45100-223		Building Repair Supplies	\$501.61	9446	CCC Supplies
Total			\$1,730.64		
28731	04/01/24	LEAGUE OF MINNESOTA CITIES			
E 601-48930-208		Training and Instruction	\$556.87	401889	LMCIT/MMUA Regional Safety Groups Training
E 602-49450-208		Training and Instruction	\$556.88	401889	LMCIT/MMUA Regional Safety Groups Training
Total			\$1,113.75		
28732	04/01/24	MAYER LUMBER CO., INC.			
E 101-43100-401		Repairs/Maint Buildings	\$105.24	242587	12' Polycarbonate
Total			\$105.24		
28733	04/01/24	MCINNIS, JENNA			
E 101-41400-331		Travel/Education Expense	\$93.12		Milage expenses Q1
E 101-41400-331		Travel/Education Expense	\$20.00		Notary Reimbursement
Total			\$113.12		
28734	04/01/24	STAR GROUP, L.L.C.			
E 101-43100-210		Operating Supplies (GEN	\$57.96	297367098	Floor Dry for Shop
Total			\$57.96		
28735	04/01/24	NCPERS Group Life Ins			
E 101-41400-130		Employer Paid Ins (GENE	\$32.00	39700004202	Employee Life Insurance - April
E 601-49400-130		Employer Paid Ins (GENE	\$16.00	39700004202	Employee Life Insurance - April
E 602-49450-130		Employer Paid Ins (GENE	\$16.00	39700004202	Employee Life Insurance - April
Total			\$64.00		
28736	04/01/24	JOE RADEMACHER			
E 101-42230-500		Capital Outlay (GENERAL	\$550.00		Reimbursement for Rims for Firetruck
Total			\$550.00		
28737	04/01/24	SAFETY SIGNS, LLC			
E 101-43100-430		Miscellaneous (GENERAL	\$1,565.80	0135476	School Speed Signs
Total			\$1,565.80		
28738	04/01/24	DAN SIMON			
G 101-22000		Deposits	\$100.00		Deposit Refund
Total			\$100.00		
28739	04/01/24	JAMIE STORMS			

CITY OF COLOGNE

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***Check Detail Register©**

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R,031924CFDVISA,031924ECM,031924EMTI,031924Loffler,031924MetroNet,031924PremWaters,032124VVTL,032224Summit,040124
CR

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-22000		Deposits		\$50.00	Damage Deposit Refund
		Total		\$50.00	
28740	04/01/24	ZION LUTHERAN			
G 101-22000		Deposits		\$100.00	Damage Deposit Refund
		Total		\$100.00	
		10100		\$104,736.18	

Fund Summary**10100 Checking**

101 GENERAL FUND	\$24,139.35
601 WATER FUND	\$4,923.56
602 SEWER FUND	\$75,673.27
	\$104,736.18

Clerk Treasurer

Date

City of Cologne Payroll 26-Mar-24			
Employee	\$	11,841.06	March 26, 2024 Payroll
IRS	\$	3,911.18	March 26, 2024 Payroll
MN Department of Revenue	\$	751.08	March 26, 2024 Payroll
PERA	\$	2,276.60	March 26, 2024 Payroll
Total	\$	18,779.92	

City of Cologne Fire Department Payroll
3/29/2023 Quarter 1

Employee	EFT	\$ 9,270.10	March 25,2024 Q1 Payroll
IRS	1184 EFT	\$ 1,535.80	March 25,2024 Q1 Payroll
MN Department of Revenue	1185 EFT	\$ -	March 25,2024 Q1 Payroll
	Total	\$ 10,805.90	



RESOLUTION OF THE CITY OF COLOGNE, MINNESOTA TO DESIGNATE THE POLLING PLACE FOR EACH ELECTION PRECINCT PURSUANT TO MINNESOTA STATUTE 204B.14 subd. 3(d)

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14 subd. 3(d) requires that precinct boundaries must be reestablished within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cologne, County of Carver, state of Minnesota hereby establishes the polling place for residents of the City of Cologne for municipal, state and federal government elections to be the Cologne Community Center, 1211 Village Parkway, Cologne, Minnesota.

Adopted by the City Council of the City of Cologne, Minnesota, this 1st day of April, 2024.

Matt Lein, Mayor

ATTEST:

Michelle Morrison
City Administrator

M/ _____

Lein _____

Szaroletta _____

Bruss _____

Samuelson _____

S/ _____

Kells _____

January 25, 2024

City of Cologne, Minnesota
Attn: Ms. Michelle Morrison, City Administrator
1211 Village Parkway
Cologne, MN 55322

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by the City of Cologne, Minnesota (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way

arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

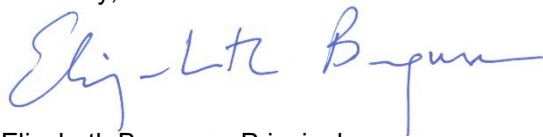
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Municipal Advisory Services - Debt Issuance, Arbitrage, Continuing Disclosure

DATE: January 25, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the City of Cologne, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
Baker Tilly US, LLP**

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an Authorization Listing) to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
Baker Tilly US, LLP**

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a. Date of purchase or acquisition;
 - b. Purchase price of investments including any accrued interest;
 - c. Face amount and maturity date;
 - d. Stated rate of interest;
 - e. Interest payment dates;
 - f. Date of sale, transfer, or other disposition;
 - g. Sale or disposition price; and
 - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements:

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b. If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

E. Housing and Economic Development Services

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
Baker Tilly US, LLP**

11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
Baker Tilly US, LLP

COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

a) General obligation debt:

	<u>Par Amount</u>		<u>Base Fee</u>	<u>Additional</u>		<u>Total Par</u>	<u>Total Fee</u>
				<u>Purposes Fee</u>			
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes		Base Fee + \$5,000 for each add'l purpose
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes		Base Fee + \$5,000 for each add'l purpose
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes		Base Fee + \$7,500 for each add'l purpose
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes		Base Fee + \$7,500 for each add'l purpose
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes		Base Fee + \$10,000 for each add'l purpose

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
 - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
 - (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
 - (3) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
 - (4) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

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The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Compensation and invoicing for arbitrage services

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification
2024

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on March 1, 2024.

4. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
 - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
 - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
 - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

5. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

**SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
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Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

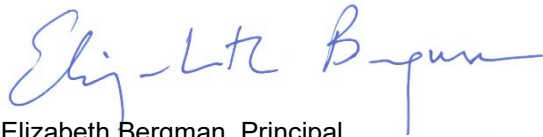
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

SCOPE APPENDIX to
Engagement Letter dated: January 25, 2024
Between City of Cologne, Minnesota and
Baker Tilly US, LLP

Exhibit A

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated January 25, 2024 by and between the City of Cologne, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
\$693,000 General Obligation Equipment Certificates, Series 2018A	9/17/2018	5th Year
\$5,285,000 General Obligation Bonds, Series 2020A	6/17/2020	5th Year
\$780,000 General Obligation Bonds, Series 2021A	8/25/2021	5th Year
\$2,610,000 General Obligation Improvement Bonds, Series 2023A	10/5/2023	5th Year

PERMIT EXPIRES APRIL 1, 2025



HAULERS LICENSE

Company Name Randy's Sanitation Inc. / A Republic Services Company
Owner's Name Republic Services
Contact Person Lorrie Prescott, Operations Clerk
Phone # 763-972-1122
Address 4351 Highway 12
Delano MN 55328
Federal ID # 41-1481876
MN Tax ID # 498-1443
Place of disposal of the waste collected: Pine Bend Landfill, Inver Grove Heights MN

Attach the following information to this form with payment before returning to the City of Cologne:

1. Attach a copy of the insurance agreement with the extent and source of public liability and property damage insurance carried on the motor vehicles and equipment.
2. Attach a description of the types and makes of motor vehicles and equipment used.
3. Attach a schedule of the charges made to customers and the time period that the charges shall remain effective.
4. Please sign below before returning to the City of Cologne with payment.

Annual Fee: \$175.00 PER VEHICLE USED

Amount Paid \$ _____ Date Paid _____
Haulers Signature Lorrie Prescott Date 3/27/2024
City Official _____ Date _____

PERMIT EXPIRES APRIL 1, 2025

MEMORANDUM

TO: Mayor Matt Lein & City Council Members
FROM: Michelle Morrison, City Administrator
SUBJECT: RESOLUTIONS 24-08 AND 24-14
DATE: 3/27/2024

Resolution 24-08 Vacating a Drainage and Utility Easement. This resolution releases and vacates the blanket easement for Winkler 5th, it only releases the easement against the lots which were platted in Winkler 5th out of Winkler 4ths Outlot B. The easement will remain in place over the remaining Outlots until they are platted and the City releases them. This is new to us as normally this kind of temporary easement will have an automatic expiration term which avoids the need for a formal vacation. This particular easement does not expire on its own terms thus requiring this formal vacation.

Action Requested:

Request that the City Council approve Resolution 24-08 Vacating a Drainage and Utility Easement.

Resolution 24-14 Calling for a Public Hearing for Cologne Academy Bond Financing. The city has previously issued bonds for Cologne Academy. The school is requesting that the City act as the conduit issuer for additional bonds that will partially refinance those prior bonds as well as issue new bonds for the acquisition of some additional facilities and to refinance some taxable debt. The city need to hold a public hearing and adopt a final resolution that approves the issuance of the bonds. The timeline is to close by May 30th.

Action Requested:

Request that the City Council approve Resolution 24-14 Calling for a Public Hearing for Cologne Academy Bond Financing.

Notice of Vacation

The Public is hereby notified that at the City Council's regular City Council meeting at 7:00 PM on April 1, 2024 in the City Council chambers located at City Hall, 1211 Village Pkwy, Cologne, the City Council of the City of Cologne will consider the vacation of a blanket drainage and utility easement over lots in the Winkler 5th Addition neighborhood. The proposed resolution vacating the easement is as follows:

CITY OF COLOGNE RESOLUTION NO. 24-08__ VACATING A DRAINAGE AND UTILITY EASEMENT

WHEREAS, The City of Cologne, Minnesota, (the “City”) was granted an easement over Outlot B, Winkler Crossing 4th Addition (“**Outlot B**”) by Loomis Development LLC (the “**Developer**”) on April 28, 2002 which was recorded with the Carver County Recorder's office as document number A745600 (the “**Easement**”); and

WHEREAS, the Easement was a blanket drainage and utility easement over the entirety of Outlot B; and **WHEREAS**, the terms of the Easement provided that the Easement may be partially released following the subsequent platting of Outlot B; and **WHEREAS**, Outlot B was platted as lots in the Winkler 5th Addition plat which was filed with the Carver County Recorder on August 17, 2023; and **WHEREAS**, the plat of Winkler 5th Addition provided for specific street, drainage and utility easements which fulfill the City's need for easements in the parts of Outlot B which were platted as lots and streets; and **WHEREAS**, the City has a continuing need for drainage and utility easements over other parts of Outlot B; and **WHEREAS**, the City has received a request from the Developer to release the Easement over the parts of Outlot B which were platted as lots; and **WHEREAS**, releasing the unneeded portions of the Easement will increase the marketability of residential lots in the City and make the lots more available to new residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLOGNE, THAT: 1. The recitals above are hereby incorporated and adopted as findings of fact. 2. It is in the interest of the public to vacate the portions of the Easement which affect the lots described in Exhibit A, which is incorporated into this resolution. 3. The Easement is hereby vacated and released only as to those lots described in Exhibit A.

EXHIBIT A

Lots 1 through 9, Block 1, WINKLER CROSSING 5TH ADDITION, Carver County, Minnesota;
And Lots 1 through 8, Block 2, WINKLER CROSSING 5TH ADDITION, Carver County, Minnesota;
And Lots 1 through 16, Block 3, WINKLER CROSSING 5TH ADDITION, Carver County, Minnesota;
And Lots 1 through 2, Block 4, WINKLER CROSSING 5TH ADDITION, Carver County, Minnesota;

Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 1st day of April, 2024.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison

City Administrator/Clerk

M/_____

Lein_____

Szaroletta_____

Kells_____

S/_____

Bruss_____

Samuelson_____

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
COLOGNE, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Cologne, Minnesota, was duly held in the City Hall in said City on Monday, April 1, 2024, commencing at 7:00 P.M.

The following Council members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 24-14

RESOLUTION CALLING FOR A PUBLIC HEARING ON
THE ISSUANCE OF CHARTER SCHOOL LEASE REVENUE BONDS
AND AUTHORIZING THE PUBLICATION OF A NOTICE OF HEARING
(COLOGNE ACADEMY PROJECT)

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.165, as amended, relating to municipal industrial development (the “Act”), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction, encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the City of Cologne, Minnesota (the “City”), has received from Cologne Academy, a Minnesota charter school and a Minnesota nonprofit corporation, and Cologne Academy Building Company, a Minnesota nonprofit corporation (the “Borrower”), a proposal that the City assist in financing a project hereinafter described in the form of Notice of Public Hearing attached hereto as Exhibit A, through the issuance of revenue bonds or other obligations (the “Bonds”), in one or more series, pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the proposal pursuant to the Act:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Cologne, Minnesota, as follows:

1. A public hearing on the proposal of the Borrower will be held at the time and place as determined by the City Administrator and as set forth in a Notice of Public Hearing substantially in the form attached hereto as Exhibit A.

2. The general nature of the Project and an estimate of the aggregate principal amount of the revenue note or other obligations to be issued to finance the proposal are described in the Notice of Public Hearing.

3. The City Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and a newspaper of general circulation available in the City, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF COLOGNE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Cologne, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the City's revenue bonds to finance a project for Cologne Academy.

WITNESS my hand this ____ day of April, 2024.

City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR ISSUANCE OF CHARTER SCHOOL LEASE REVENUE BONDS (COLOGNE ACADEMY PROJECT)

Notice is hereby given that a public hearing shall be conducted by the City Council of the City of Cologne, Minnesota (the “City”) on Monday, _____, 2024 at 7:00 P.M. at Cologne City Hall/Community Center, located at 1211 Village Parkway, Cologne, Minnesota, to consider the proposal of Cologne Academy Building Company, a Minnesota nonprofit corporation (the “Borrower”), that the City issue revenue bonds or other obligations, in one or more series (the “Bonds”), pursuant to Minnesota Statutes, Sections 469.152 to 469.165, as amended (the “Act”), in order to finance the Project hereinafter described.

The Project consists of (i) partially refunding the Issuer’s \$13,630,000 Charter School Lease Revenue Bonds (Cologne Academy Project), Series 2014A, the proceeds of which were used to finance the acquisition of the then-existing charter school facilities located at 1221 South Village Parkway in the City and the construction and equipping of an approximately 33,138 square-foot addition thereto, consisting of approximately 20,924 square feet of additional class room space and an approximately 12,214 square-foot gymnasium, including parking lot additions and restructuring (the “Series 2014 Project”); (ii) financing the acquisition of an existing approximately 16,174 square-foot facility, located on approximately 1.33 acres, which includes office and administrative space for the Charter School (as defined below), as well as a kitchen that the Charter School will use to prepare meals for its students, as well as separate premises leased and occupied for an early learning center and a coffee shop, located one block east of the Series 2014 Project at 1111 Village Parkway in the City, and assuming and refinancing taxable debt related thereto (the “Series 2024 Project”); (iii) funding a debt service reserve fund, (iv) funding capitalized interest, if necessary, and (v) paying the costs of issuance of the Bonds. The Borrower will lease (i) a portion of the Series 2024 Project (the “Daycare Space”) to STARS Early Learning Center, a Minnesota nonprofit corporation (the “Daycare Tenant”), (ii) a portion of the Series 2024 Project (the “Cafe Space”) to Launch Cafe LLC, a Minnesota limited liability company (the “Cafe Tenant”), and (iii) the remainder of the Series 2024 Project (the “2024 School Space”, and together with the Series 2014 Project, the “School Facilities”) and the Series 2014 Project to Cologne Academy, a Minnesota nonprofit corporation and 501(c)(3) organization (the “Charter School”), operated (or to be operated) by the Charter School as a public charter school.

The maximum estimated principal amount of the Bonds to be issued to finance the Project is not to exceed \$11,000,000. Approximately \$5,500,000 of such amount shall be applied to the Series 2024 Project and approximately \$5,500,000 of such amount shall be applied to the Series 2014 Project.

A draft copy of the requisite application to the Minnesota Department of Employment and Economic Development and associated materials is available for public inspection from 8:00 a.m. to 4:30 p.m., Monday through Friday, in the City Administrator’s office in City Hall.

The Bonds or other obligations if and when issued will not constitute a charge, lien or encumbrance upon any property of the City except the Project, and such note or obligations will not be a charge against the City's general credit or taxing powers, but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

At the time and place fixed for the public hearing, the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the City Administrator at or prior to the public hearing.

Dated: April __, 2024

BY ORDER OF THE CITY OF
COLOGNE, MINNESOTA

By Michelle Morrison
City Administrator

MEMORANDUM

TO: Mayor Matt Lein & City Council Members
FROM: Michelle Morrison, City Administrator
SUBJECT: TAX INCREMENT FINANCING & FINANCIAL FEASIBILITY
ANALYSIS RELATED TO VILLAGE PARKWAY PID 40.4390020
DATE: 3/28/2024

Mayor Lein and I met with Dave Pokorney to discuss a request by Community Asset Development Group (the “Developer”) for the City to consider a Housing Tax Increment Financing (TIF) District for its proposed apartment development project in The Village Market. The proposal calls for 90% of the new property taxes to be rebated back to the developer for 14 years. The City will retain 10% of the new taxes. In Mr. Pokorney’s analysis, the development with the TIF could result in increased property tax revenue for the city of \$22,400 annually during the term of the TIF (which is the 10% the City would keep), Connection Fees of \$485,750 along with monthly revenue from water sales.

The TIF District cannot be established until the City makes findings related to the need for the TIF program, and provides certain information to the County and the school district. The required information can be generated by a Tax Increment Financing and Financial Feasibility Analysis which would be performed by the City’s financial advisors. I have contacted the City’s financial advisors, Baker Tilly and have received a Scope of Work proposal for the analysis. All costs associated with the analysis would be reimbursed to the City by the Developer.

Action Requested:

I request that the Council discuss the Developer’s requested Tax Increment Financing. Following deliberation, the Council should vote on a resolution whether or not to accept the proposed Scope of Work from Baker Tilly to perform a TIF Feasibility Analysis.

Proposed Scope of Work
Draft for Review

New Housing Development
City of Cologne, Minnesota

Tax Increment Financing and Financial Feasibility Analysis

March 2024

The City of Cologne (the “City”) has received interest from Community Asset Development Group (the “Developer”) for development of a multifamily rental housing development in the City, for which a portion of units will be affordable to meet the criteria for establishment of a housing district. The City and Developer are exploring the need and use for tax increment financing through the establishment of a housing district as a tool to assist with financing a portion of the extraordinary costs associated with construction of the project. The Developer has indicated there is a financial gap based on the current project scope, for which tax increment financing could be a tool to assist with closing the gap. The purpose of this document is to outline scope of work, estimated fee and time frame for completion. Baker Tilly’s proposed scope of work includes the following activities:

Phase 1: Preliminary Revenue Projections and Financial Feasibility
(\$2,400 - \$3,600)

Objectives

- To prepare preliminary tax increment revenue projections based on developer provided information
- To provide initial project financial feasibility

Analysis

- 1) Preparation of tax increment revenues
 - a. Review developer-supplied information for reasonableness
 - b. Forecast the projected tax increment revenues to be generated over the life of the tax increment financing district based on those assumptions
 - i. Developer provided total development costs and project assumptions
 - ii. Tested against available comparable-type developments
 - iii. Estimated range of available revenues based on valuations
 - c. Financial Feasibility Review
 - i. Assess the sufficiency of tax increment revenues to support costs

Deliverable

- Summary of preliminary revenue projections and initial feasibility
- Preliminary financial feasibility analysis

Phase 2: Financial Review and Needs Analysis and Development Agreement
(\$3,600-\$4,400)

Objectives

- To review and analyze the request for assistance as related to the proposed development project to determine necessity and appropriateness

- To assist in negotiations of the development agreement
- Finalize term sheet

Analysis

- 1) Financial Feasibility Review
 - a. Suggest alternative assumptions and provide sensitivity analysis
 - b. Assess the sufficiency of the tax increment to support costs either on a pay-as-you go basis or through upfront financial support
 - c. Prepare cash flow analysis based on sensitivity analysis
- 2) Financial Needs (But For) Analysis
 - a. Review developer information and comment on the reasonableness of assumptions
 - i. Suggest alternative assumptions and provide sensitivity analysis as necessary
 - b. Complete a rate of return calculation
 - i. Cash-on-Cash Return
 - ii. Internal Rate of Return
 - iii. Identify alternative assumptions if appropriate
 - iv. Recalculate the return with alternative assumptions, as necessary
 - v. Define appropriate level of assistance based on developer's rate of return
 - c. Compare developer rate of return to the "market" return for similar projects, comment on reasonableness of return considering type of project, current market and developer at risk equity
 - d. Complete sensitivity analysis with respect to developer return and need for assistance (as appropriate)
- 3) Development Agreement Negotiations
 - a. Provide proposed business points between the City and the developer in conjunction with City staff
 - b. Assist City staff with review of developer request as it relates to business points for the development agreement to maximize redevelopment and maintain City security – including:
 - i. Pay as You Go Financing shifts financing risk from City to developer
 - ii. Look Back Provisions to verify actual returns to projected returns following project commencement
 - iii. Claw Back Provisions to ensure developer proceeds as proposed
 - c. Assist in negotiation of the development agreement, and prepare financing exhibits as necessary

Deliverable

- Financial analysis with determination of need for public assistance
- Preliminary term sheet with recommended public assistance amounts

Phase 3: Drafting of TIF Plan **(\$3600 +)**

Objectives

- To establish TIF District and TIF Plan

Analysis

- 1) TIF Plan and TIF District
 1. Draft TIF Plan for the Tax Incremental Financing District for consideration
 - a. Gather parcel base value and development project information

- b. Size, type, and value of project
 - c. Phasing of construction and value assessments
 - d. Refine tax increment analysis including revenue projections and impacts on other taxing jurisdictions
 - e. Review draft plans with City Staff and Attorney
 - f. Send required notifications and information to City and School District officials
 - g. Prepare and send required publication notice to local newspaper
 - h. Present tax increment and project plans at proposed public hearing
 - i. Complete certification of TIF plan with City and notification to State
2. Prepare required notices and documents related to TIF establishment
3. Prepare and submit certification documents to State

Deliverable

- Draft TIF Plan and related documents
- TIF establishment correspondence, as required by Statute

Compensation

The work as described will be completed with an estimated fee in the range as outlined for each phase. Excluded from the fee indicated above are any out-of-pocket expenses such as travel, copies, faxes, conference calls, or other expenses necessary to complete the project.

Additional work requested and authorized by the City outside the scope of services described in this proposal will be invoiced at our standard hourly rates.

Completion Date

Upon full receipt of the requested information, Baker Tilly will complete Phase 1 of the above work processes and outcomes within 1-2 weeks, subject to receipt of all information. The remaining phases and steps of analysis will be subject to outcomes of phase 1 and timing needs of both the City and developer. We will be successful in meeting the requested time frames for completion recognizing it is highly dependent on the timing and completeness of the information received. A delay in receipt of critical material may result in an extension of the completion date.

Sincerely,

Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

City of Cologne

Name: _____

Title: _____

Date: _____

Financial Feasibility Review: Additional Details for Financial Analysis

Project Details

- To include # of housing units, type of housing units, size of housing units, etc.
- To include cost per square footage of construction of each type of housing unit
- To include information for any commercial, civic or other uses
- To include site improvement and public infrastructure costs
- To include detailed breakdown of all costs

Project Phasing

- To include commencement and completion for each building construction, or each site improvement, or public infrastructure
- To include date for sale of unit or lease of unit, occupancy start and full occupancy, etc.

Project Financing

- To include development of complete sources and uses of funds
- To include detail on bank financing, i.e., principal, term, rate
- To include equity amount and timing of equity in project
- To include take-out source of bank financing for construction period, if applicable
- To include letters of commitment or interest from financial institutions
- To include amount of public financing request, and form of request, i.e., bonds, pay-go-note, etc.
- To include gap amount to match public financing request (all equity and private sources are insufficient to pay all costs)
- To include description of and rationale behind proposed governmental financial assistance

Public Financing Revenue Assumptions

- To include estimated assessed value per type of construction
- To include sales per s.f. estimates (if applicable)
- To include any growth assumptions

Project Operation

- To include operating assumptions related to housing, etc.
- To include revenue and expense assumptions and increases
- To include reserve assumptions (capital, operating, etc.)
- To include rent and/or sale assumptions for housing uses
- To include lease commission, sales commission assumptions
- To include complete operating pro-forma calculating internal rate of return with and without requested financial assistance
- To include sale assumptions in appropriate future year (10 or 15), including capitalization rate
- To include proposed tenants, job and wage information

General Information/Assumptions

- Provide sources of data used in any of the above

**City of Cologne
Resolution No. 24-15**

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF BAKER TILLY MUNICIPAL ADVISORS TO
PERFORM TAX INCREMENT FINANCING AND FINANCIAL FEASIBILITY ANALYSIS

WHEREAS, the City of Cologne has a proposed project within the City to develop a residential apartment building; and

WHEREAS, the Developer has asked the City to consider a Housing Tax Increment Financing (TIF) District; and

WHEREAS, the City recognizes a need for residential apartment buildings in the City, and the potential for the project to meet those needs; and

WHEREAS, the City has the legal authority to establish a TIF District only after making findings related to the need for a TIF program; and

WHEREAS, the City's Municipal Advisor, Baker Tilly, has submitted a Proposed Scope of Work for Tax Increment Financing and Financial Feasibility Analysis to allow the City to determine whether it can make such findings.

NOW THEREFORE BE IT RESOLVED that the City of Cologne approves moving forward with the proposed scope of work provided by Baker Tilly for the Tax Increment Financing and Financial Feasibility Analysis to determine if there is a need for a TIF program.

Adopted by the City of Cologne City Council this 1st day of April, 2024.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Administrator/Clerk/Treasurer

M/ _____ Lein _____ Szaroletta _____
S/ _____ Kells _____ Bruss _____ Samuelson _____



Memo

To: Mayor Lein and Council Members

From: Michelle Morrison – City Administrator

Date: April 1, 2024

Re: Administrator Update

Following are highlights of my activity since the March 11th Council meeting:

- Teams meeting with Paul Moline at Carver County Water Management and Jake Saulsbury discussing the following:
 - Modern Design Stormwater Permitting
 - M&M Homes Stormwater Permitting
 - Other Permitting Issues
 - Waer Softener Rebate Program
 - Water Sprinkler Program
- Responded to Minnesota Pollution Control Agency on an Administrative Penalty Order for violations of Selenium levels in our biosolids that included a \$2,800 penalty that we were able to have waved.
- Worked with Catherine Courtney at Taft Law to facilitate the Cologne Academy 2024 Bond Issuance thru the City

- Reached out to the Carver County Attorney for an update on our petition regarding cost sharing of road maintenance on 134th. The reply on March 19th was:
“The County is still determining the best process for the Board and the City and Town. The governing statute does not provide an explicit procedure for a dispute over maintenance of a street bordering a City and Town. I will update you when our process has been finalized.”

Several communications with Melissa Reed at Park Street Public on how she is feeling about success at the Legislature on securing funding for the WWTP – her response on March 18th:

“For political reasons, cautiously optimistic, yes. The Dems cannot pass a bonding bill without some GOP votes. The focus on the bonding bill will start in earnest after our spring break, so around April 3. Right now, the focus is on policy changes. Then money, then bonding. Our language changes to the initial \$1M are coming now because they are considered noncontroversial policy. “

- Received notification that the Community Development Grant from Carver County was approved for Paul Modeen to be reimbursed for up to \$100,000 of improvements at 1012 Lake St W
- Met with Dave Pokorney to discuss TIF for Village Parkway apartment project.
- Village Parkway School Zone Signs have all been installed from November’s Resolution
- Attached is an email sent to Legislators from the Carver County Board of Commissioners sharing their concerns over the proposed **Missing Middle Housing** legislation that you may be interested in.

I’ll be out on Vacation April 8th – 18th but am confident that Jenna will keep everything under control in the office and as always Brian will have everything else under his watchful eye.



**Carver County
Board of Commissioners**

Carver County Government Center/Human Services Building

602 East Fourth Street • Chaska, MN 55318-1202

Office: (952) 361-1510 • Fax: (952) 361-1581 • www.co.carver.mn.us

March 19, 2024

RE: Missing Middle Housing

Dear Senator Port and Representative Howard,

The Carver County Board of Commissioners appreciates the opportunity to provide comments on proposed Missing Middle Housing legislation. As representatives of the residents of Carver County, we are concerned with provisions of the bill that preempt city zoning and land use authorities, remove public input in the residential development process, ignore long-range comprehensive plans and lack consideration for how cities utilize zoning and land use authorities to ensure investments in utilities and infrastructure are sized and scaled appropriately to support new housing density. We are particularly concerned with the potential unintended consequences of this legislation as currently drafted, including:

- Allowing numerous types of multi-unit housing to be built in our cities on lots guided and zoned for single family development - particularly within shoreland district areas, bluff protection zones, and other sensitive natural areas - could adversely impact water quality and stormwater runoff.
- The bill eliminates any form of public input process for residents to have their concerns heard by their local public officials or to seek recourse when certain development materially impacts their property.
- Because this bill only applies to cities and not the unincorporated areas (i.e., townships), this legislation might unintentionally promote rural sprawl, as certain city property owners will choose to relocate or build in a single-family residential district in the townships to avoid uncertainty of what could happen next door where missing middle housing types will be permitted by right.
- In its long-range comprehensive plan, Carver County promotes most commercial development to locate inside the cities, where public infrastructure is available to serve this type of land use. This legislation allows multifamily development to compete with commercial development on commercially zoned properties, which could limit the supply of city-zoned commercial land, and again unintentionally add pressure for commercial development sprawling into the townships.
- Also in its long-range comprehensive plan, Carver County supports our cities' investments in sewer, water, roads, and transit to serve planned densities throughout the community and into its future growth areas. This legislation does not consider public infrastructure capacity, but instead forces cities to accept additional housing density without any consideration for how re-sizing infrastructure (i.e., upsizing sewer pipes to meet new density) will be paid for to support the additional density, which will ultimately be borne by existing residents.

Thank you for your consideration of these comments. We look forward to continuing to work with you to identify approaches that support our cities and counties in efforts to address local housing needs.

Respectfully,



Gayle Degler, Chair
Carver County Board of Commissioners

c (via e-mail): Carver County Board of Commissioners
David Hemze, Carver County Administrator
Tony Albright, Carver County Lobbyist
Sen. Julia Coleman
Sen. Glenn Gruenhagen
Rep. Lucy Rehm
Rep. Jim Nash
Rep. Bobbie Harder
Carver County Met Council Rep Deb Barber
Carver County Met Council Rep Tyronne Carter
Carver County City Administrators
Carver County Mayors
Julie Frick, CDA Director
Matt Massman, MICA Executive Director
Nick Koltavy, Assistant County Administrator



City of Cologne
February 2024



Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2024 To: 02/29/2024

Cologne City

Patrol

Non Criminal

Misc Non-criminal	10
Abuse/Neglect (Info Only)	3
Animal	2
Medical Calls Received	1
Assist Other Agency	1
Fire Calls Reveived	1
Mental Health	2
Suspicious Activity	1
Open Door	1
Disturbance (Info Only)	4

Total Non Criminal: 26

Traffic

Traffic - Misc	5
Traffic Stop	9
Pd Accident	1
Driving Complaint	1

Total Traffic: 16

Total Patrol: 42

Administrative

Administrative

GunPermit-Acquire	4
GunPermit-CarryNew	7
GunPermit-CarryRenew	3
ATF	1

Total Administrative: 15

Total Administrative: 15

Total Cologne City: 57



Carver County Sherff's Office

Traffic Citation Summary

From: 02/01/2024 To: 02/29/2024

Cologne City

Snowbird / Winter Parking:	7
Total Cologne City:	7



Carver County Sheriff's Office
Verbal Warnings
From: 02/01/2024 to 02/29/2024

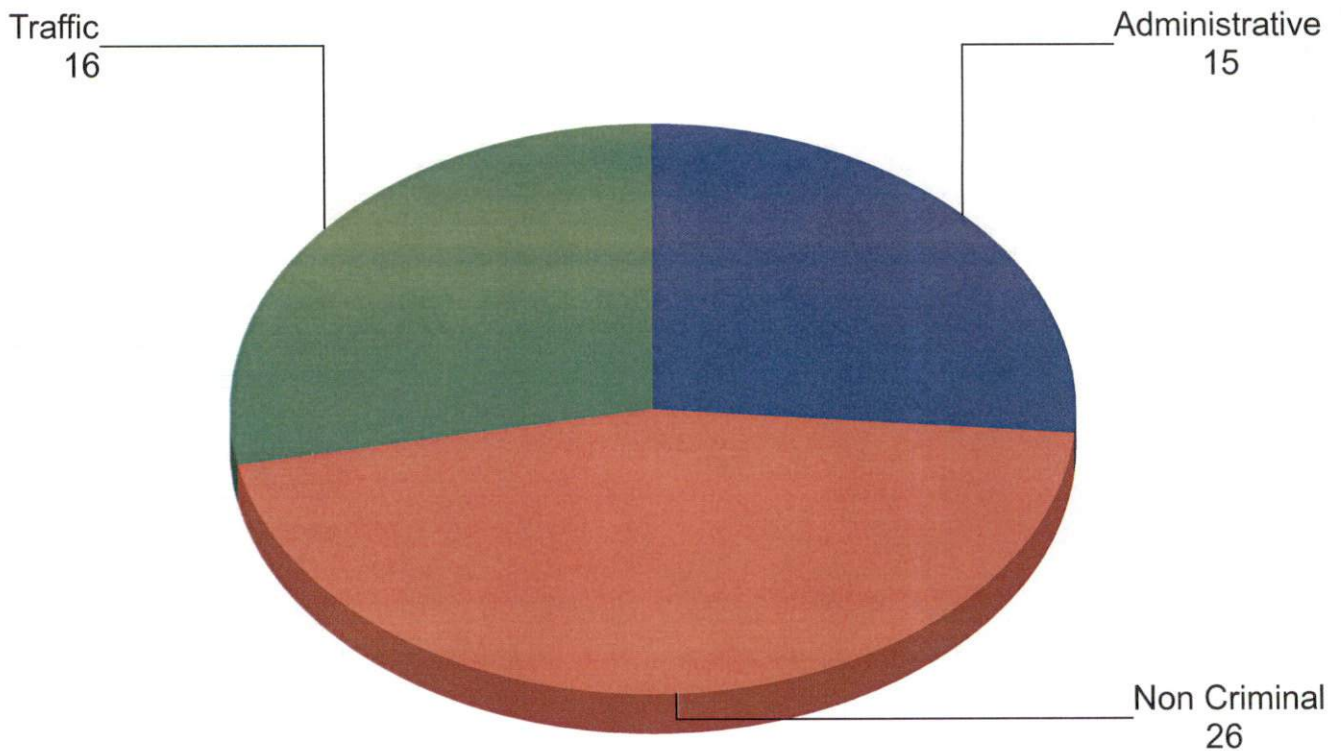
Cologne City

Animal:	1
Driving Complaint:	1
Misc Non-criminal:	1
Traffic Stop:	9
Grand Total Verbal Warnings:	12



Carver County Sheriff's Office
Monthly Calls for Service
From: 02/01/2024 To: 02/29/2024

Cologne City



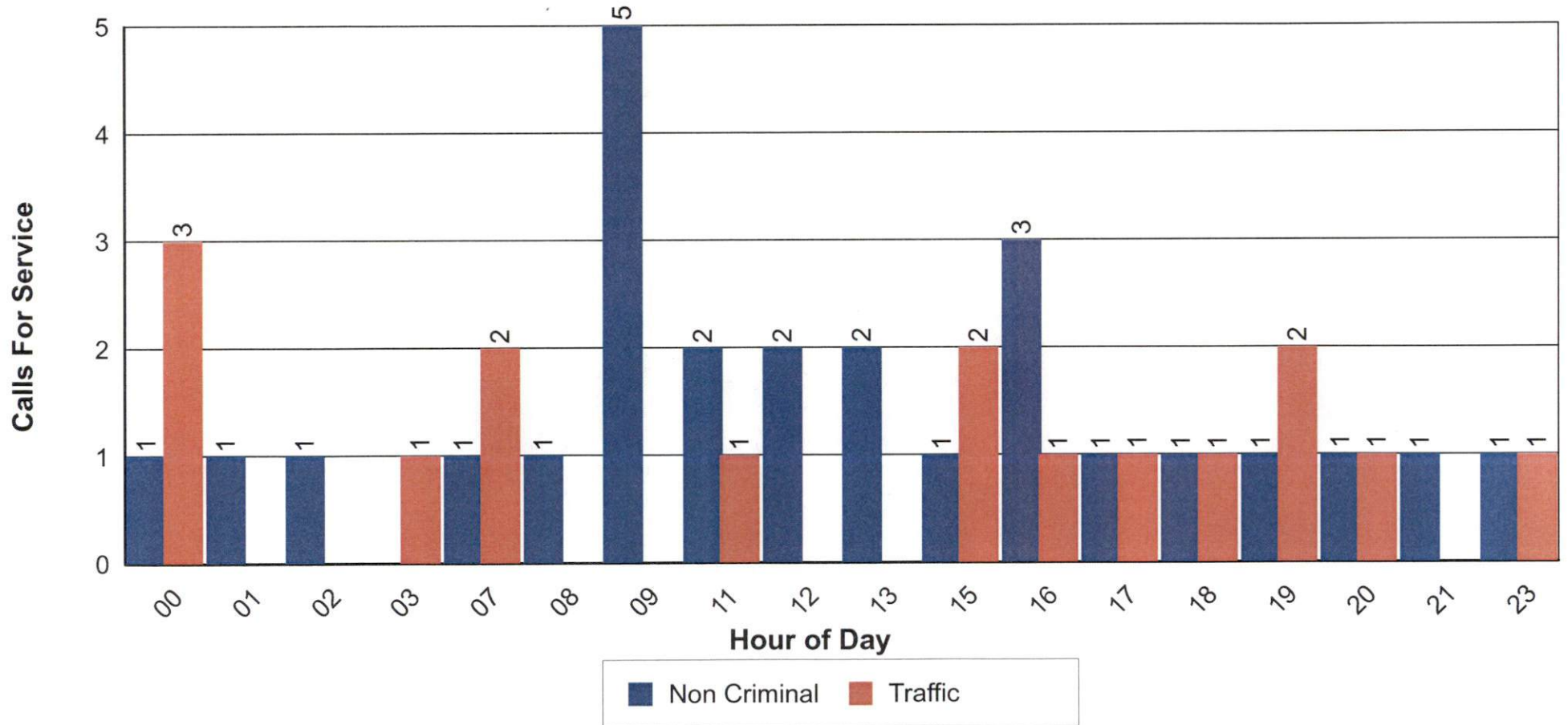
Total Non Criminal:	26
Total Traffic:	16
Total Administrative:	15

Total Cologne City: 57



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 02/01/2024 To: 02/29/2024

Cologne City

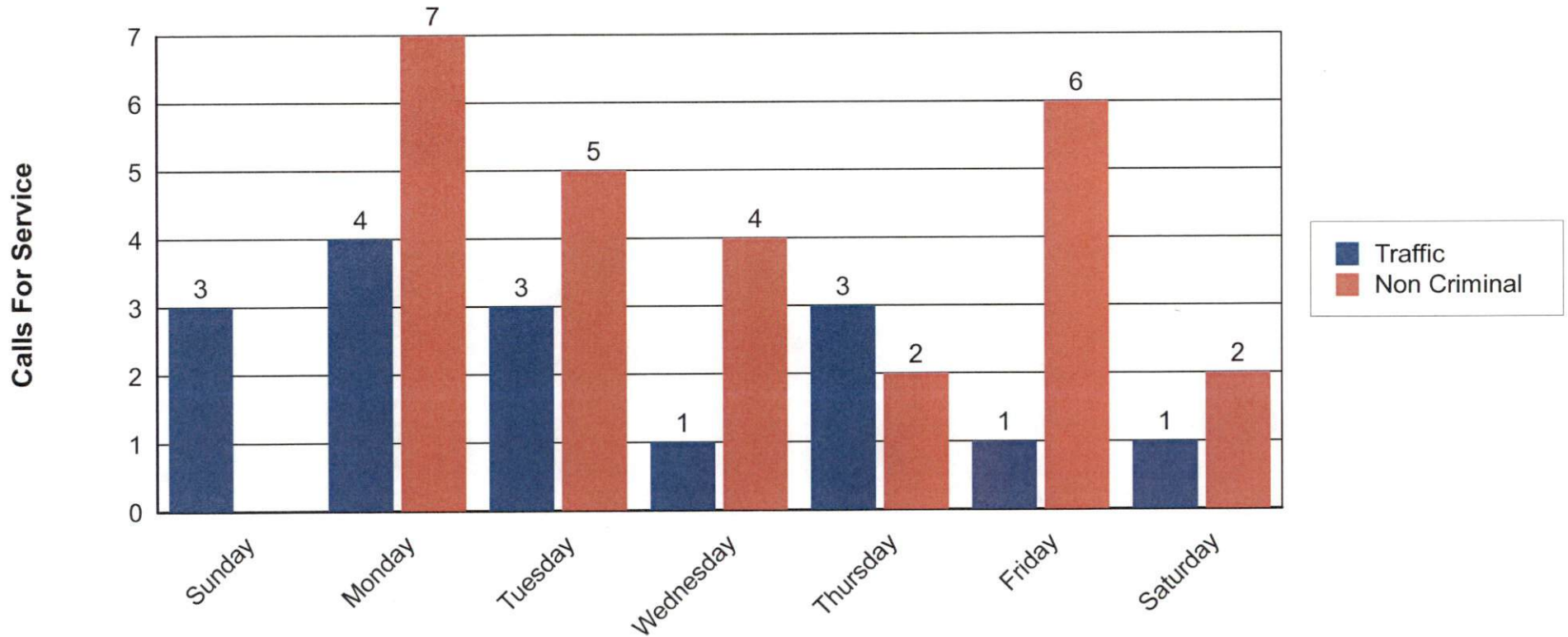


Total Cologne City: 42



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 02/01/2024 To: 02/29/2024

Cologne City



Total Cologne City: 42



Carver County Sheriff's Office
CSO Calls For Service
From: 02/01/2024 To: 02/29/2024
Cologne City

<u>Incident Nr</u>	<u>Status Name</u>	<u>Activity</u>	<u>Start Time</u>		<u>End Time</u>		<u>Minutes Spent</u>	<u>Running Total Minutes</u>
202400003182								
741CS								
202400003182	Available	Animal	02/02/2024	4:20:41PM	02/02/2024	4:20:41PM	0.00	0.00
202400004198								
745CS								
202400004198	DISP	Misc Non-criminal	02/12/2024	4:35:34PM	02/12/2024	4:35:39PM	0.08	0.08
202400004198	Scene	Misc Non-criminal	02/12/2024	4:35:39PM	02/12/2024	4:35:54PM	0.25	0.33
202400004198	No Chk At Sc	Misc Non-criminal	02/12/2024	4:35:54PM	02/12/2024	4:37:24PM	1.50	1.83
202400004198	Available	Misc Non-criminal	02/12/2024	4:37:24PM	02/12/2024	4:37:24PM	0.00	1.83
202400005533								
745CS								
202400005533	DISP	Misc Non-criminal	02/26/2024	4:38:12PM	02/26/2024	4:38:15PM	0.05	1.88
202400005533	Scene	Misc Non-criminal	02/26/2024	4:38:15PM	02/26/2024	4:47:59PM	9.73	11.62
202400005533	Available	Misc Non-criminal	02/26/2024	4:47:59PM	02/26/2024	4:47:59PM	0.00	11.62
202400005596								
741CS								
202400005596	Enroute	Animal	02/27/2024	9:08:47AM	02/27/2024	9:08:54AM	0.12	11.73
202400005596	Scene	Animal	02/27/2024	9:08:54AM	02/27/2024	9:20:47AM	11.88	23.62
202400005596	Enroute	Animal	02/27/2024	9:20:47AM	02/27/2024	9:39:26AM	18.65	42.27
202400005596	Scene	Animal	02/27/2024	9:39:26AM	02/27/2024	9:47:50AM	8.40	50.67
202400005596	Enroute	Animal	02/27/2024	9:47:50AM	02/27/2024	9:56:48AM	8.97	59.63
202400005596	Scene	Animal	02/27/2024	9:56:48AM	02/27/2024	10:12:29AM	15.68	75.32
202400005596	Enroute	Animal	02/27/2024	10:12:29AM	02/27/2024	10:41:46AM	29.28	104.60
202400005596	Available	Animal	02/27/2024	10:41:46AM	02/27/2024	10:41:46AM	0.00	104.60

Total Minutes: 104.60

- e. Res No 24 - 13 Designating Polling Place
- f. Baker Tilly Municipal Services Engagement Letter
- g. Approve Sanitation License for Suburban Waste and Republic

6. NEW COUNCIL BUSINESS

- a. Res No 24 - 08 Public Notice of Easement Vacation
- b. Res No 24 - 14 Calling for a Public Hearing for Cologne Academy Bond Financing
- c. Res No 24-15 Authorizing Baker Tilly to Preform Tax Increment Financing and Financial Feasibility Analysis

7. INFORMATIONAL ITEMS

- a. Administrator Update
 - i. Change April 16 Meeting to April 22
- b. February 2024 Sheriff Report
- c. Council / Mayor Reports

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

CALENDAR OF EVENTS/MEETINGS

April 22	Monday	City Council Meeting
April 27	Saturday	CFD Relief Steak Fry