



City Council Meeting Agenda

Monday, May 3, 2021 7:00 PM
Cologne Community Center, 1211 Village Parkway

VIRTUAL MEETING URL: <https://us02web.zoom.us/j/4240249600>

To access the meeting through your telephone, dial (312) 626-6799 and enter meeting ID #424 0249 600

Vision Statement

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

Mayor: Matt Lein
Councilmember: Carol Szaroletta
Councilmember: Sarah Bruss
Councilmember: Rachel Lenzen
Councilmember: Nathan Kells

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

- 1. CALL MEETING TO ORDER & ROLL CALL**
- 2. ADOPT AGENDA**
- 3. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
 - a. Don Smith, Benton Lake Conservancy**
- 4. 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. April 19, 2021 City Council Minutes
- b. May 3, 2021 Check Summary Register
- c. April 27, 2021 Payroll Summary
- d. Q1 Cologne Fire Department Payroll
- e. Cologne House Cafe Annual Liquor License Renewal
- f. Cologne Hollander's 3.2% Application
- g. Hildi Consulting Contract 2020-2021

5. COUNCIL BUSINESS

- a. Annual mill & overlay project quotes
 - i. Wm Mueller & Sons Quote
 - ii. GMH Asphalt Quote
- b. Highway 284 Retaining Wall Financing Estimate
- c. Bernie Shambour 218 W Lake Street Presentation

6. BOARD REPORTS

- a. March Sheriff Report

7. ANNOUNCEMENTS

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

CALENDAR OF EVENTS/MEETINGS

May 17	Monday	7:00PM City Council Meeting
May 31	Monday	Memorial Day - OFFICES CLOSED
June 7	Monday	6:00PM Planning Commission Meeting
June 7	Monday	7:00PM City Council Meeting



City Council Meeting Minutes

Monday, April 19, 2021 7:00 PM
Cologne Community Center, 1211 Village Parkway

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1. CALL MEETING TO ORDER & ROLL CALL

Mayor Lein called the meeting to order at 7:00 PM. Councilmembers Kells, Lenzen and Szaroletta were present via Zoom. Also present via Zoom were City Administrator - Jesse Dickson, City Clerk – Michelle Morrison and City Engineer Jake Saulsbury from Bolton and Menk. Councilmember Bruss was absent.

2. ADOPT AGENDA

Mayor Lein asked to update the agenda to add under Council Business a request for Gambling Permit for the Cologne Lions for a May 22, 2021 Drive-in Bingo. Motion by Councilmember Szaroletta to adopt the agenda as amended, second by Councilmember Kells. Motion carried 4-0.

3. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

4. 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. April 5, 2021 City Council Minutes**
- b. April 19, 2021 Check Summary Register**
- c. April 13, 2021 Payroll Summary**
- d. CGPI Grant Reimbursement #2**

Motion by Councilmember Lenzen to adopt the consent agenda, second by Councilmember Kells. Motion carried 4-0.

5. COUNCIL BUSINESS

a. Jake Saulsbury, Bolton & Menk

i. Market Lane Improvements Award Letter

Mr. Saulsbury reviewed the 5 bids received for this project, the low bid was \$30,934.30 and the high bid was \$56,426.00. The low bid was 23% below the engineer's estimate of \$40,414.50. Motion by Councilmember Szaroletta to award the Market Lane Improvements project to the low bidder, GMH Asphalt for \$30,934.30, second by Councilmember Lenzen. Motion carried 4-0.

ii. Highway 284 Retaining Wall Award Letter

Mr. Saulsbury reviewed the two bids received for this project. The total project includes many different projects: Trail Repair, Retaining Wall Repair, Cross Walk and Water Main improvements. The bids came in higher than anticipated – the low bid was \$439,888 and the high bid was \$485,290. There will be additional costs associated with the project that could add at least \$25,000 to move utilities in the project area.

Administrator Dickson explained that the individual projects must all be done together, and he would like to have a discussion with Baker Tilly on financing options or the concept of rolling other City projects into this project and bond for more. Mr. Saulsbury explained that bids are valid for 60 days so there is time to do the research. The consensus of the Council was to table the discussion while Administrator Dickson investigates financing options.

b. Nancy Williams, Freedom Storage Lights

Ms. Williams shared her concerns with multiple changes to the Freedom Storage property since she moved into the area. She detailed multiple ordinance's that she

believes have been violated while the property has evolved – including unapproved fences being installed, lighting that violated the glare ordinance, parking lots expanding with gravel and being used for storage and parking of heavy equipment - more like a contractor yard which is not approved with the current commercial zoning, and no building permit obtained for the accessory structure that has been erected which looks to be over the 1,000 sq ft size limit. Ms. Williams stated that she believed all these issues were going to be addressed by the City Planner, Cindy Nash – but she felt the only issues addressed were the lack of a site plan and the lighting issue.

Mayor Lein stated that the property does not abut any residential property which complicates ordinance violations.

Resident Bernie Shambour shared that to his recollection only one permit has been pulled for the property back in 2012. Any changes since that original permit was pulled have not been approved.

After discussion, the consensus was that all issues need to be sent back to the Planning and Zoning Commission to establish if there are any Ordinance violations and report back to the City Council for action on any violations. Ms. Williams asked if she could be put on the agenda for the planning and zoning meeting and the Mayor clarified to Administrator Dickson to be sure Ms. Williams was on the agenda. City Clerk Morrison asked Ms. Williams to summarize all the specific ordinance violations and issues with the property that she wants the Planning and Zoning Commission and the City to respond to in a written document. The document would be included with the packet and sent to the City Planner ahead of time to keep the process moving.

c. Gambling License Cologne Lions Drive-in Bingo

The Cologne Lions submitted a gambling license request today for their Drive-in Bingo planned for May 22, 2021. The license covers bingo and a raffle. The request was added to the agenda to allow for adequate processing time for the event. Motion by Councilmember Lenzen to approve the gambling license, second by Councilmember Szaroletta. Motion carried 4-0.

6. BOARD REPORTS

7. ANNOUNCEMENTS

Administrator Dickson shared with Council that 2 CFD firefighters are submitting retirement letters, they have served 19 and 21 years for the Cologne Fire Department. Consensus of the Council was to invite both firefighters to a future “in person” Council meeting for recognition.

Mr. Dickson also shared that the City Attorney for the past 41 years, Larry Harris, will be retiring from Melchert, Hubert and Sjodin in June. The firm has served the City well and represents all the cities in Carver County. After discussion, the consensus was to

remain with the firm and request that the goal be that the City have one designated contact at the firm to manage all legal issues.

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

Motion by Councilmember Kells to adjourn at 8:03 PM, second by Councilmember Szaroletta. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle M Morrison
City Clerk

Matt Lein
Mayor

CITY OF COLOGNE

*Check Summary Register©

Name	Check Date	Check Amt	
10100 Checking			
26162	BRICK & BREW PROPERTIES	4/26/2021	\$6,576.34 Community Development Grant Draw #4
26163	AFLAC	5/3/2021	\$212.70 April Employee Insurance
26164	ALPHA WIRELESS COMMUNICA	5/3/2021	\$119.50 CFD Battery Pack
26165	ANDYS LAWN & SNOW	5/3/2021	\$209.38 May Lawn Service
26166	BUESGENS, NIKKA	5/3/2021	\$50.00 Deposit Refund
26167	CARVER COUNTY	5/3/2021	\$1,001.31 1st Quarter Police OT
26168	CENTERPOINT ENERGY	5/3/2021	\$610.99 304 Louis St
26169	CUSTOM FIRE APPARATUS	5/3/2021	\$31.46 CFD LED Markers
26170	EIDE BAILLY LLP	5/3/2021	\$16,000.00 2020 Audit Progress Billing
26171	EMTS	5/3/2021	\$1,400.00 Recertification of EMR's
26172	FIRE DEX GW	5/3/2021	\$741.00 CFD
26173	GILBERT MECHANICAL CONTRA	5/3/2021	\$505.38 City Hall HVAC Repairs
26174	HOLIDAY COMPANIES	5/3/2021	\$238.78 CFD
26175	JOSTAN SERVICES, INC.	5/3/2021	\$593.03 CCC Cleaning April
26176	KOHL'S SWEEPING SERVICE IN	5/3/2021	\$2,550.00 Sweep Streets
26177	LEYMAR COMPANIES	5/3/2021	\$733.00 Laserfiche License Renewal
26178	LOFFLER-131511	5/3/2021	\$41.21 April Copy Charge
26179	METRO WEST INSPECTION SER	5/3/2021	\$548.98 April Permits
26180	MIDWEST FIRE	5/3/2021	\$31.46 CFD Valves
26181	MN VALLEY ELECTRIC COOPER	5/3/2021	\$114.32 2140 N Village Pkwy
26182	MN VALLEY TESTING LABS	5/3/2021	\$414.00 Water Analysis
26183	NCPERS Group Life Ins	5/3/2021	\$96.00 May Employee Life Insurance
26184	NORTH AMERICAN SAFETY INC.	5/3/2021	\$85.00 Steel Can
26185	PROPET DISTRIBUTORS INC.	5/3/2021	\$256.00 Dogipot Litter Bags
26186	RANDYS SANITATION INC	5/3/2021	\$297.96 PW April
26187	TARA SABAKO	5/3/2021	\$50.00 Deposit Refund
26188	XCEL ENERGY	5/3/2021	\$6,731.36 PW Maintenance Building
26189	XTREME ELECTRICAL INC	5/3/2021	\$985.00 Replace Lamps on Naples
Total Checks			\$41,224.16

FILTER: [Check Nbr] between 26162 and 26189

CITY OF COLOGNE

***Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
26162	04/26/21	BRICK & BREW PROPERTIES			
E 101-46200-430		Miscellaneous (GENERAL	\$6,576.34		Community Development Grant Draw #4
		Total	\$6,576.34		
26163	05/03/21	AFLAC			
E 101-41400-130		Employer Paid Ins (GENE	\$41.52	225825	April Employee Insurance
G 101-21705		Aflac	\$129.66	225825	April Employee Insurance
E 602-49450-130		Employer Paid Ins (GENE	\$20.76	225825	April Employee Insurance
E 601-49400-130		Employer Paid Ins (GENE	\$20.76	225825	April Employee Insurance
		Total	\$212.70		
26164	05/03/21	ALPHA WIRELESS COMMUNICATIONS			
E 101-42230-404		Repairs/Maint Machinery/	\$119.50	11075	CFD Battery Pack
		Total	\$119.50		
26165	05/03/21	ANDYS LAWN & SNOW			
E 101-41400-312		Contractual Services	\$209.38	8662	May Lawn Service
		Total	\$209.38		
26166	05/03/21	BUESGENS, NIKKA			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
26167	05/03/21	CARVER COUNTY			
E 101-42110-310		Other Professional Servic	\$701.31	SHERI00350	1st Quarter Police OT
E 101-42110-310		Other Professional Servic	\$300.00	SHERI00351	Annual Liquor Lic. Background Pounders, Burky, Inn Town
		Total	\$1,001.31		
26168	05/03/21	CENTERPOINT ENERGY			
E 101-45200-383		Gas Utilities	\$141.63		107 John Ave
E 101-43100-383		Gas Utilities	\$17.06		306 Playhouse
E 101-43100-383		Gas Utilities	\$241.67		304 Louis St
E 101-42210-383		Gas Utilities	\$210.63		110 Louis St
		Total	\$610.99		
26169	05/03/21	CUSTOM FIRE APPARATUS			
E 101-42230-404		Repairs/Maint Machinery/	\$31.46	0020372	CFD LED Markers
		Total	\$31.46		
26170	05/03/21	EIDE BAILLY LLP			
E 602-49490-301		Auditing and Acct g Servic	\$4,000.00	EI01140439	2020 Audit Progress Billing
E 601-49440-301		Auditing and Acct g Servic	\$4,000.00	EI01140439	2020 Audit Progress Billing
E 601-48930-301		Auditing and Acct g Servic	\$4,000.00	EI01140439	2020 Audit Progress Billing
E 101-41400-301		Auditing and Acct g Servic	\$4,000.00	EI01140439	2020 Audit Progress Billing
		Total	\$16,000.00		
26171	05/03/21	EMTS			
E 101-42220-208		Training and Instruction	\$1,400.00	1903	Recertification of EMR's
		Total	\$1,400.00		

CITY OF COLOGNE

***Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
26172	05/03/21	FIRE DEX GW			
E 101-42230-312		Contractual Services	\$741.00	17535	CFD
		Total	\$741.00		
26173	05/03/21	GILBERT MECHANICAL CONTRACTOR			
E 101-45100-401		Repairs/Maint Buildings	\$505.38	203991	City Hall HVAC Repairs
		Total	\$505.38		
26174	05/03/21	HOLIDAY COMPANIES			
E 101-42230-212		Motor Fuels	\$238.78		CFD
		Total	\$238.78		
26175	05/03/21	JOSTAN SERVICES, INC.			
E 101-45100-401		Repairs/Maint Buildings	\$593.03	7681	CCC Cleaning April
		Total	\$593.03		
26176	05/03/21	KOHL'S SWEEPING SERVICE INC.			
E 101-43100-312		Contractual Services	\$2,550.00	1783	Sweep Streets
		Total	\$2,550.00		
26177	05/03/21	LEYMAR COMPANIES			
E 101-41400-207		Computer Software/Hardw	\$733.00	14105	Laserfiche License Renewal
		Total	\$733.00		
26178	05/03/21	LOFFLER-131511			
E 101-41400-404		Repairs/Maint Machinery/	\$41.21	3700974	April Copy Charge
		Total	\$41.21		
26179	05/03/21	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Servic	\$548.98	2823	April Permits
		Total	\$548.98		
26180	05/03/21	MIDWEST FIRE			
E 101-42230-404		Repairs/Maint Machinery/	\$31.46	6067	CFD Valves
		Total	\$31.46		
26181	05/03/21	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49470-381		Electric Utilities	\$69.66		2140 N Village Pkwy
E 101-43160-381		Electric Utilities	\$44.66		2043 Village Pkwy Light
		Total	\$114.32		
26182	05/03/21	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$252.00	1083940	Water Analysis
E 602-49450-311		Analysis	\$162.00	1084357	Water Analysis
		Total	\$414.00		
26183	05/03/21	NCPERS Group Life Ins			
E 101-41400-130		Employer Paid Ins (GENE	\$48.00	39700005202	May Employee Life Insurance
E 601-49400-130		Employer Paid Ins (GENE	\$16.00	39700005202	May Employee Life Insurance
E 602-49450-130		Employer Paid Ins (GENE	\$16.00	39700005202	May Employee Life Insurance
E 101-43100-130		Employer Paid Ins (GENE	\$16.00	39700005202	May Employee Life Insurance

***Check Detail Register©**

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
			Total	\$96.00	
26184	05/03/21	NORTH AMERICAN SAFETY INC.			
E 101-43100-240		Small Tools and Minor Eq	\$85.00	57093	Steel Can
			Total	\$85.00	
26185	05/03/21	PROPET DISTRIBUTORS INC.			
E 101-45200-430		Miscellaneous (GENERAL	\$256.00	134320	Dogipot Litter Bags
			Total	\$256.00	
26186	05/03/21	RANDYS SANITATION INC			
E 101-41940-384		Refuse/Garbage Disposal	\$182.04		PW April
E 101-42210-384		Refuse/Garbage Disposal	\$115.92		CFD April
			Total	\$297.96	
26187	05/03/21	TARA SABAKO			
G 101-22000		Deposits	\$50.00		Deposit Refund
			Total	\$50.00	
26188	05/03/21	XCEL ENERGY			
E 101-41940-381		Electric Utilities	\$12.47		PW Maintenance Building
E 101-42210-381		Electric Utilities	\$363.14		Louis Hall
E 101-43100-381		Electric Utilities	\$188.51		Public Works Facility
E 101-43160-381		Electric Utilities	\$1,335.60		Street Lights
E 101-45200-381		Electric Utilities	\$98.56		Tennis Courts - Lions Park
E 601-49400-381		Electric Utilities	\$170.05		Wells
E 602-49450-381		Electric Utilities	\$3,920.32		WWTP
E 602-49470-381		Electric Utilities	\$63.15		115 Paul Ave S
E 602-49470-381		Electric Utilities	\$579.56		Lift Stations
			Total	\$6,731.36	
26189	05/03/21	XTREME ELECTRICAL INC			
E 101-43100-312		Contractual Services	\$985.00	21-4850	Replace Lamps on Naples
			Total	\$985.00	
10100 Checking			\$41,224.16		

Fund Summary

10100 Checking	
101 GENERAL FUND	\$23,933.90
601 WATER FUND	\$8,206.81
602 SEWER FUND	\$9,083.45
	<u>\$41,224.16</u>

City of Cologne Payroll
27-Apr-21

Employee		EFT	\$ 10,520.56	April 27, 2021 Payroll
IRS	718E	EFT	\$ 3,890.14	April 27, 2021 Payroll
MN Department of Revenue	719E	EFT	\$ 670.59	April 27, 2021 Payroll
PERA	720E	EFT	\$ 2,191.62	April 27, 2021 Payroll
Deferred Compensation	722E	EFT	\$ 641.02	April 27, 2021 Payroll
Health Savings Account	724-726E	EFT	\$ 1,638.76	April 27, 2021 Payroll
		Total	<u>\$ 19,552.69</u>	

City of Cologne Fire Department Payroll
4/27/2021 Quarter 1

Employee		EFT	\$15,398.44	April 27, 2021 Payroll
IRS	717E	EFT	\$ 2,551.12	April 27, 2021 Payroll
		Total	\$17,949.56	



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

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

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

Name of City or County Issuing Liquor License Cologne License Period From: 05/01/2021 To: 06/30/2022

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

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

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

Licensee Name: Craig Pexa DOB 05/22/1959 Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Cologne Baseball Association Business Address 213 W Playhouse St City Cologne

Zip Code 55322 County Carver Business Phone 612-269-8635 Home Phone _____

Home Address 10810 134th St City Cologne

Licensee's Federal Tax ID # 41-6124722 Licensee's MN Tax ID# 7295207
(To apply call IRS 800-829-4933)

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

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

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

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

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

Workers Compensation Insurance Company Name: _____ Policy # _____

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

City Clerk or County Auditor Signature Michelle M Morrison Date 4-28-2021
(title)

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated April 29, 2021 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the “Consultant”) and the City of Cologne with offices located at 1211 Village Parkway, PO Box 120, Cologne, MN 55322 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant’s invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an

unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Mr. Jesse Dickson
 City Administrator
 City of Cologne
 1211 Village Parkway, PO Box 120
 Cologne, MN 55322

If to Consultant: USI Consulting Group, Inc.
 8000 Norman Center Drive
 Suite 400
 Bloomington, MN 55437
 Attn: Jill Urdahl, FSA
 Practice Leader/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company’s express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Cologne

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USI Consulting Group, Inc. (formerly Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	TBD	TBD
Base Fees			
<p style="text-align: center;">The approximate budget for consulting services is as follows:</p> <ul style="list-style-type: none"> • GASB 67&68 Actuarial Valuation (Base Year): \$2,350 • GASB 67&68 Actuarial Valuation (Projection Year): \$1,100 <p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by GASB Statement 67&68 for the Relief Association pension plan. USICG will provide an electronic copy. • Availability via conference call to discuss the results and answer questions. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
<p>The term of the Agreement for Consulting Services is for the January 1, 2020 GASB 67&68 actuarial valuation and a roll-forward valuation for the following year. The Base Year valuation can be used for the plan (Relief Association) disclosure cycle ending December 31, 2019 and the plan sponsor (city) disclosure cycle ending December 31, 2020. The Projection Year report can be used for the Relief Association disclosure cycle ending December 31, 2020 and the City disclosure cycle ending December 31, 2021.</p> <p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation (if applicable). Additional charges may occur if there is out of scope work due to inaccurate or insufficient data provided by the Company, changes in funding or investment policy, changes to plan provisions, or proportionate share calculations.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated April 29, 2021.

Company: City of Cologne

Consultant: USI Consulting Group, Inc. (formerly Hildi Inc.)

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)

218 West Lake Street Cologne. MN

City Zoning Ordinance Nonconformance Communications Timeline April 2020 – Present

Key Issues:

- IUP originally granted on September 2, 2020 without a site plan and despite Owner’s wanton noncompliance with City Council conditions specified in IUP/
- IUP extended twice (Jan 2021 and April 2021) despite Owners continued noncompliance with City Council conditions specified in IUP.
- Owner’s continued noncompliance with conditions set forth in the IUP.
- Owner’s failure to submit a site plan (ever) for the property at 218 West Lake Street.

1) ++++++

April 8th: Bernie Shambour emailed to Cologne City Administration a MS.ppt specifying several City land use zoning and nuisance ordinance violations tangent to outdoor parking and outdoor lighting.

2) ++++++

April 9th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

- The 218 Co Rd 36 is zoned ***Retail and Other Commercial***. There are no provisions allowing outside storage under **C1, C2, nor C3**.
- There are no provisions allowing outside storage under **Carver County Chapter 152 Zoning Code**, specifically **152.032, 152.040, 152.074, and 152.079**.

3) ++++++

April 9th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

- At present there are two construction contractors occupying space on this parcel that is zoned Commercial-Retail C-1.
- These activities have been and continue to be in open and flagrant violation of City and County Zoning Codes and Ordinances.
- This activity impacts me directly, because Warren’s property it is contiguous with my residence.
- The south boundary of my residential property runs 240 feet along Warren’s property.
- Over the past 5 years Warren has hauled in 100’s of loads of red rock; dumping this rock and packing it in hard right within 6 inches of my south property line. Consequently, 80% of Warren’s two parcels are non-pervious.

4) ++++++

April 10th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

On Friday, April 10th Warren Dressen had an electrical contractor install a powerful exterior light on the west side of his garage on his lot at 218 Co Rd 36. Last night was the first night this exterior light was in use:

- The amount of reflected glare and light emanating from this private owner exterior fixture is intense and excessive.
 - This light overpowers the adjacent street light on County Road 36 and dominates the entire section of road.
 - This light illuminates the south side of my house; lighting up my bedrooms and fully illuminating my lower and upper four season porch rooms. The light glares directly into my master bedroom; when I look out the window I am literally blinded by the intensity of a direct beam of light shining in.
 - This light fully illuminates the front of the Al Schmidt's residence. The reflection from his storm door reflects a unique signature, focused light off the south side of my house.
 - This light fully illuminates the entire back of the Chad Dauwalter residence; making night in to daylight.
- Warren Dressen's use of this light is clearly in violation of the **City ZONING CODE, CHAPTER 153, 153.064 GLARE.**
 - Warren Dressen's use of this light is clearly in violation of **City Ordinance 95.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.**

5) ++++++

April 16th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Please add the following item to the April 20th Cologne City Council Meeting Agenda:

- **Zoning Code Nonconformances at 218 Co Rd 36**
- I request the opportunity to read a statement from the attached MS.Word document to the Cologne City Council; urging City Council action on Zoning Code Nonconformances evident on the parcel at 218 Co Rd 36.
- In addition, I will reference signed petitions (attached) urging City Council action to remedy these Zoning Code nonconformances in an *expeditious* manner.

6) ++++++

April 23rd Bernie Shambour emailed to Cologne City Administration an email conveying the following:

I am sending this email to follow up from the City Council Meeting direction given on Monday night and our discussion today tangent to Zoning Ordinance 153.064 and Public Nuisance 95.18 violations at 218 Lake Street West:

§ 153.064 **GLARE.**

Glare or illumination from any source of lighting from any use shall be aimed or deflected away from adjoining property and public rights of way, except street lighting and traffic signals.

§ 95.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are declared to be nuisances affecting public peace and safety:

(W) Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one footcandle when abutting any commercial or industrial parcel; and

My understanding is that Derrick Jensen conveyed to you that “he is working with Storms Manufacturing to affix light shields” on each of the three high candlepower halogen lights he recently installed on the garage at 218 West Lake Street.

Despite City Council support conveyed on Monday to direct Derrick Jenson to either remove or replace the three high candlepower halogen lights; three days later the glaring non-conforming lights are still shining brightly!

- Help me understand why the citizens that signed a petition to get these offensive lights removed have to wait until Derrick Jenson decides to follow the City’s lighting ordinances. Are we going to have to wait another day?, another week?, another month?
- My expectation was that either the City Planner or the City Administrator was going tell Derrick Jenson to align to Zoning Ordinance 153.064 and Public Nuisance 95.18 immediately; not when it is convenient for him.

7) ++++++

April 28th Bernie Shambour emailed to Cologne City Administration an email conveying the following:

I am sending this email to follow up from the City Council Meeting direction given on Monday, April 20th and our discussion on April 23rd tangent to Zoning Ordinance 153.039, 153.069, and 153.073 violations at 218 Lake Street West:

My understanding is that the City Planner (Cynthia Nash) was directed to work with both Warren Dressen and Derrick Jensen on a path forward to align the 218 West Lake Street parcel to current City Zoning Code Ordinances for C-2 Commercial property adjacent to single family residential properties.

In the mix are two significant nonconformances that have been in violation of the City’s Zoning Code for years: **153.069 Outdoor Parking** and **153.073 Erosion and Sentiment**. Within the current state, the 218 West Lake Street parcel has a large number of miscellaneous “units” parked outside comprised of fish houses, enclosed and open trailers, construction trucks, and construction equipment of various types. In addition, the aggregate hard-surface on the parcel, including the piles of red rock waiting to be spread out easily exceeds the 25 percent limit within a Shoreland Overlay District. The aforementioned hard-surface condition has caused considerable physical (monetary) damage to my property contiguous to 218 West Lake Street in recent years.

Cologne property owners residing within 300 feet of the 218 West Lake Street parcel signed a petition urging City Council Action to remedy Zoning Code Ordinance violations. An expectation here is that the City will

convey a communication in some manner that outlines a plan forward to address and remedy nonconformances within the 218 West Lake Street parcel.

Based on my many years working for the City on the Planning Commission and City Council my sentiment is that the longer the City allows Warren Dressen and Derrick Jensen to do as they please on the 218 West Lake Street parcel; the more likely they will be emboldened to delay or disregard direction given by the City to align with Zoning Code compromises for their respective business enterprises.

§ 153.039 C-2 CENTRAL BUSINESS DISTRICT.

(A) *Purpose.* In addition to the purposes stated in § 153.002, it is intended that the C-2 District provide for the unique layout and character of a traditional central business district with retail and professional office functions and other mixed uses.

(B) *Permitted uses.*

(1) Retail sales conducted within structures, but excluding automobile and motorized equipment sales, truck stops, gasoline and fuel sales, drive-through restaurants and adult-oriented businesses.

(2) Repair and service conducted within structures, but excluding automobile and motorized equipment repair.

Permitted uses provide no provisions for outdoor storage.

§ 153.069 OUTSIDE STORAGE.

All products, materials and equipment, except as specifically provided in this chapter, shall be stored within permitted structures, except for the following:

(A) Agricultural products, equipment and appurtenances owned by the owner of the property and used on the property on which they are kept.

(B) A maximum of three licensed and operational motor vehicles per residential dwelling unit, parked on the permitted driveway area.

(C) A maximum of one of the following may be stored outside of a structure for more than 48 hours on any residential parcel, provided also they are stored on the permitted driveway area.

(1) Boat (must be on a trailer).

(2) Camper.

(3) Motor home.

(4) Snowmobile (maximum of two on one trailer).

(5) Personal watercraft (maximum of two on one trailer).

(6) Motorcycle.

(7) Trailer.

(D) Clothes lines, antennae, air conditioners, outdoor grills, play equipment, ornaments and monuments.

(E) Temporary storage of materials and equipment during construction and landscaping.

(F) Storage of products, materials and equipment, excluding rubbish or junk, which is necessary to an approved business operation in a commercial or industrial district, and which is completely screened from adjoining properties and rights-of-way. The site plan review process is required to determine the appropriateness for storage permitted in this section, surfacing required for the storage area and the screening required.

(G) Outside display of vehicles, equipment and merchandise for direct sale to consumers when such outside display is customary and necessary to the trade and is a permitted use within the zoning district. The site plan review process is required to determine the appropriateness of the storage or display proposed, surfacing required for the display area and any additional landscaping or screening which may be required.

Warren's property is not zoned *Mixed Use* nor *Industrial*. Even if this property were; any site plan review would likely require additional landscaping (especially in a *Shoreland Overlay District*) as well as as provisions for "screening" where such use is contiguous with *Residential* properties.

§ 153.073 EROSION AND SEDIMENTATION CONTROL.

(A) No land occupant or developer in the city shall cause or conduct any land disturbing activity which causes excessive erosion or sedimentation, or which results in damage to water or soil resources. All development in the city shall conform to the natural limitations presented by the topography and soil types in order to minimize soil erosion and sedimentation. Erosion and sedimentation controls shall be consistent with the MPCA's best management practices.

(B) Land disturbing activities shall occur in increments of workable size such that adequate erosion and sediment controls can be provided throughout all phases of the development. The smallest practical area of land shall be exposed or otherwise disturbed at any one period of time. Areas where natural vegetative barriers are not enough to contain erosion and sedimentation from penetrating water bodies, wetlands, water courses or neighboring properties shall be staked with silt fences and straw bales.

(Ord. 150, passed 2-22-2000; Ord. passed 3- -2007)

8) ++++++

May 4th Bernie Shambour emailed to Cologne City Administration an email conveying the following:

I wish to convey the bullet points below tangent to the apparent "fix" that Derrick Jensen performed on one of the three high-powered halogen lights he affixed to the west and south sides of the dilapidated garage residing on the 218 Co Rd 36 parcel:

- Derrick was observed applying a piece of black duct tape(?) on about 25% of the upper surface area of the single high-powered halogen light on the west side of the garage.
 - a. The level of reflected glare and reflected light in our yards and homes remain; albeit the lumen value (intensity and brightness) has been reduced.
 - b. The question as applicable to Cologne City Zoning Code **153.064 GLARE** and **95.18 Reflected glare or light** remains: **Prior to April 10th residential properties within 300 feet of the 218 Co Rd 36 parcel had zero reflected glare and reflected light penetrating our homes and yards. A reduced level of glare and light intensity does not remedy the current state of nonconformance as defined in the City's Zoning Ordinance.**

- Derrick did not make any attempt to modify (reduce via applying duct tape) to the two high-powered halogen lights on the south side of the garage.
 - a. Consequently, there are four residential properties located to the south of the 218 Co Rd 36 parcel that continue to receive the full intensity (from April 10th forward unchanged) of the high-powered halogen light intensity glare and brightness (Derrick has done nothing to remedy this unacceptable condition for these property owners).

In sum, several of the most affected property owners (and I as well) are not satisfied with Derrick Jensen's 5 minute duct tape "quick fix" on only one (of 3) of the high-powered halogen lights that were affixed to the dilapidated garage residing on the 218 Co Rd 36 parcel. This and the other non-conforming Zoning Ordinance conditions on this parcel require action by City Administration, partnering with out contract City Planning resource (Collaborative Planning, LLC). *The longer the City allows nonconformance on this parcel the more emboldened Derrick and Warren will be to disregard any guidance and directives from the City to align to reasonable modifications to bring this property to conformance.*

As the informal representative for the property owners listed on the attached Petition; kindly keep me in the loop on efforts expended to rein in conformance.

9) ++++++

May 15th Bernie Shambour emailed to Cologne City Administration an email conveying the following:

- Has there been any forward progress to remedy the Zoning Code violations tangent to the high-powered halogen lights affixed to the dilapidated garage on the 218 Co Rd 36 property? (re-**153.064 GLARE** and **95.18 Reflected glare or light**).
- Has there any forward progress to remedy City’s Zoning Code violations for chronic nonconforming use on the C-2 zoned property at 218 Co Rd 36? (re-**153.069 Outdoor Parking** and **153.073 Erosion and Sentiment**).

§ 153.064 **GLARE**.

Glare or illumination from any source of lighting from any use shall be aimed or deflected away from adjoining property and public rights of way, except street lighting and traffic signals.

§ 95.18 **PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.**

The following are declared to be nuisances affecting public peace and safety:

(W) Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one footcandle when abutting any commercial or industrial parcel; and

10) ++++++

July 30th Bernie Shambour emailed to the Cologne City Planner, Cindy Nash the following:

Thank you for reaching out and sending this information tangent to the 218 West Lake Street Interim use and Variance Request.

After reading your memo, my position remains that for reasons unknown Derek Jensen continues to received preferential treatment from City Staff and City Administration.

1. “ ... applicant has indicated that there is not a need for outside storage”.
2. “ business and employee vehicles may be parked on the gravel parking area”.
3. “ ... the applicant is proposing to improve the current site situation by removing some of the gravel parking area”.

My own interpretation of bullet points 1, 2, and 3 above are:

1. If there is no need for outside storage; then why does Derrek need 19,894 sq feet of gravel surface (nearly ½ acre?).
2. Wow! “Business Vehicles” This will likely include trucks, dump trucks, Bobcats, trailers, small bulldozers, trenchers, etc as well as what is currently residing with 10 inches of my property line: piles of gravel, rock, dumpsters, piles of planks, fish houses, long idle vehicles, etc. There is no mention of screen outside storage. *I will invite you into my home in October for a cup of coffee; so you can experience the view of junk I have after all the leaves fall.*

3. Derek is proposing to reduce the gravel area by 1,307 sq ft or 7%. Not much at all.

In sum, my sense is that for whatever reason(s) City Staff and City Administration is choosing to force this Interim Use and Variance quietly and quickly past Public comment; seeking rubber-stamp Planning Commission approval; so the City Council is cleared to enable Derek Jensen to proceed doing whatever he wants (which is essentially what he has been doing in Cologne at Pounders for the past two years).

11) ++++++

August 17th Bernie Shambour emailed to Cologne City Administration an email conveying the following:

I am sending this email to you as follow-up to the August 3rd Planning Commission/Public Hearing for IUP for 218 West Lake Street.

My concerns are in bullet points listed below:

- Cindy Nash’s August 17th Memorandum that outlines the premise and conditions of the IUP request remains virtually unchanged from the August 3rd Memorandum; lacking specifics about the amount of impervious surface and future intended use.

Excerpts from Cindy’s support my concern: *“Portions of the site plan do not indicate what they will be “ “The applicant is proposing to improve the current site by removing some of the gravel parking area”*. The vagueness of the Aug 3rd and 17th Memorandums provides Derek Jensen with plenty of wiggle room to bend the conditions as he wishes as listed in the IUP.

The concerns I have repeatedly raised about runoff on my property have gone unanswered my City Administration and the City Council. I had a nice yard with lush grass 5 years ago, but all of the gravel on 218 West Lake Street has destroyed the south lawn on my property; leaving my lawn rutted with erosion across broad areas.

- My July 30th email ([see attached Memo to Jesse D](#)) to the City Council and City Administration was not acknowledged in either the August 3rd Planning Commission or City Council Meeting. A robust IUP would be one defined by specific metrics and deliverables to ensure terms and conditions of the IUP would be both met and sustained. My email listed these concerns, but I was not allowed by the City’s legal counsel to recuse myself from the Planning Commission Meeting to articulate my concerns.
- I remain confused how an individual renting a parcel of land month-to-month in the City of Cologne can negotiate a 5-year IUP for non-conforming use of the property. I would expect the IUP application be filed by the actual property owner (Warren Dressen) on behalf of the renter’s benefit and adherence under the specified terms and conditions of the IUP.

Another way to look at the preceding bullet point is Derek Jensen’s own admission at the August 3rd City Council Meeting that he *“has no control of what is residing on the property he is renting month to month”*. Hence, my concern that Derek cannot confirm whether or not he can control activities on the parcel he is currently renting; rather he is deflecting responsibility for non-conforming storage on his rented property to others when the property is really under his own care, custody, and control.

- Since the August 3rd meetings, two fish houses and trailers owned by parties other than Derek were removed from the 218 West Lake Street parcel. However, they were replaced by three Jensen Construction Trailers and freshly dumped excess cement. All of this backed right up to my south property line. The reality is that Derek does not follow through on what he states he will do ([see attached photos at 218 West Lake Street](#)).

- At the August 3rd City Council Meeting Derek pledged to “ ... remove the west-facing halogen light from the garage with one week.” Two weeks will have gone by and this ordinance violating, nuisance light is still shining into our homes and across our yards on Villa Drive. Again, Derek is not following up on what he states he is going to do.

In sum, my sense remains steadfast that for whatever reason(s) Cologne City Administration and the City Council are choosing to expedite this Interim Use and Variance quietly and quickly; allowing Derek Jensen to proceed doing whatever he wants (which is essentially what he has been doing in Cologne at Pounders for the past two years).

12) ++++++

October 15th Bernie Shambour received the following email from Cologne City Administrator Jesse Dickson:

Hi Bernie,

Attached is the approving resolution that was passed for the IUP at Derek Jensen’s place:

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 20-19**

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR 218 LAKE
STREET WEST**

WHEREAS, the City of Cologne is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Jensen Decorative Concrete, Inc, a Minnesota business corporation (the "Applicant") is the proposed purchaser of certain real property located in the City of Cologne, State of Minnesota, located at 218 Lake Street West (the "Subject Property"); and

WHEREAS, Warren R. and Ann Marie Dressen are the owners of the Subject Property; and

WHEREAS, the Planning Commission of the City did on August 3, 2020, conduct a public hearing in relation to the Applicant's request for an interim use permit; and

WHEREAS, the Planning Commission of the City did on August 3, 2020 recommend approval of the interim use permit to the City Council; and

NOW, THEREFORE, BE IT RESOLVED the interim use permit is subject to the following conditions:

1. The only use permitted for the Subject Property is masonry construction trade business or showroom. No other use of the property is permitted except those as permitted in the Cologne Zoning Ordinance as amended from time to time.
2. Hours of operation shall not be earlier than 6:30 a.m. and later than 6:00 p.m. Monday through Friday. Saturday hours shall not be earlier than 8:00 a.m. nor later than 2:00 p.m. No operating hours on Sundays or legal holidays are permitted.
3. No outside storage is permitted except for within the area to be enclosed by the fence, and not until the fence has been constructed. The fence shall be not less than 10 feet from the north property line. All operations and storage of parts and materials shall be conducted within the building or fenced area as shown on the site plan. Outside storage does not include employee, customer or company vehicles which must be in compliance with Condition #4. Outside storage that may be within the fenced area would include parts, attachments, equipment, materials or any other items that are not affixed to the

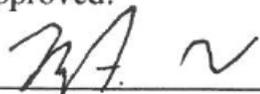
ground provided that the outside storage is kept in a manner and condition that is in compliance with city ordinances.

4. Customer, employee and company vehicles may be parked outside the building either on the cement driveway in front of the building or on the gravel area on the east side of the building. Not more than 10 company vehicles may be permitted to be parked outside. A company vehicle can be a truck, trailer, dump truck, etc. A truck with trailer attached counts as 2 company vehicles.
5. The site must be maintained in compliance with the Site Plan prepared by Premier Land Surveying, LLC and dated September 2, 2020. Areas that are not specified as being either building, concrete driveway, or gravel shall consist of grass, trees, bushes or other landscaping. The Site Plan may not be amended unless a new Site Plan is approved in conformance with city ordinances. The gravel shown as being removed shall be removed and replaced with sod not later than October 31, 2020. The fence may be constructed at any time but a building permit must be obtained and no outside storage is permitted until the fence is installed.
6. The use and site shall be in compliance with all requirements of the zoning ordinance, as amended from time to time.
7. The use and site shall maintain compliance with all noise and nuisance related ordinances of the City Code, as may be amended from time to time.
8. The use and site shall be in compliance with any Federal, State or County law or regulation that is applicable and any related permits shall be obtained and documented to the City.
9. Disposal and handling of all waste and hazardous materials shall be done in conformance with law.
10. A lapse of one year during which the premises are not used for the purposes provided for in this permit shall cause the permit to expire and be of no further consequence.

11. No lights are permitted on the west side of the building and the existing light in that location must be removed by September 30, 2020. The lights existing on the south side of the building shall be brought into compliance with the City Zoning ordinance not later than September 30, 2020 or shall be removed. No lights may be installed on the property without first submitting a lighting plan to the City for review and approval.
12. This Interim Use Permit shall terminate on September 8, 2025. If this type of use is still eligible to be permitted as an interim use under city ordinances near the time of expiration of this permit, the applicant may apply for a new interim use permit.

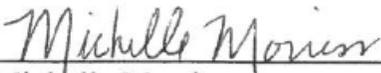
Adopted and approved by the City Council of the City of Cologne on a vote of 5 ayes and 0 nays effective on the 8th day of September, 2020.

Approved:



 Matt Lein
 Mayor

Attested:



 Michelle Morrison
 City Clerk

M/ Bruss

Lein yes

Szaroletta yes

Kells yes

S/ Szaroletta

Bruss yes

Lenzen yes

13) ++++++

October 30th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

From: Shambour, Bernie
Sent: Friday, October 30, 2020 10:45 AM
To: 'Jesse Dickson'

Cc: Matt Lein

Subject: RE: Noncompliance to Resolution No 20-19 IUP

Hi Jesse,

I want to clarify with you and Mayor Matt that I sincerely wish Derek all the best with leasing and using the 218 West Lake Street parcel under the terms and conditions of the IUP that his lessor, Warren Dressen was granted.

What is confusing to me is WHY would he not take the generous terms and conditions tied to this IUP and RUN with it ASAP? Derek's lack of initiative and action on this makes no sense to me nor the adjacent property owners adversely affected by his bright lights.

Bernie

From: Jesse Dickson [mailto:jessed@colognemn.com]

Sent: Friday, October 30, 2020 10:36 AM

To: Shambour, Bernie

Cc: Matt Lein

Subject: RE: Noncompliance to Resolution No 20-19 IUP

The totality of the work was to be done by tomorrow, which is safe to say won't happen. Cindy has attempted to work with him over the last few weeks and at this point I'll be looking for action from the City Council on the Monday November 2nd meeting.

Jesse Dickson

City Administrator

14) ++++++

October 30th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

From: Shambour, Bernie <bshambour@lesueurinc.com>

Sent: Friday, October 30, 2020 7:15 AM

To: Jesse Dickson <jessed@colognemn.com>

Cc: Matt Lein <m.lein@colognemn.com>

Subject: Noncompliance to Resolution No 20-19 IUP

Hi Jesse,

Referencing the attached Resolution No 20-19; does Derek Jensen realize that the issued IUP is in jeopardy? To date, since the Sept 8th effective date, Derek has put forth zero effort to comply with Conditions #3 #4, #5 and #11 outlined on this City Council approved (Resolution No 20-19 IUP).

I do not understand. Help me understand the dynamics behind this inaction.

Bernie Shambour

Cologne Planning Commissioner

Personal Mobile: 952-221-9727

15) ++++++

November 29th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse,

I am sending this email to request a time slot on the Cologne City Council Meeting agenda at their next regular City Council Meeting on Monday, December 7th at 7:00 pm.

At the December 7th Cologne City Council Meeting my objective is to address my neighbors' and my own concerns tangent to both City Light/Nuisance Ordinances and the IUP non-compliance situation at 218 West Lake Street.

- Zero effort put forth by Derek Jensen to comply with Conditions #3 #4, #5 and #11 outlined on this City Council approved (Resolution No 20-19 IUP).
- The Cologne City Councils' unsuccessful attempts to remedy the three high powered halogen lights that were installed at this location on April 10, 2020. These lights reflect glare and shine brightly in our yards and homes; making night into day!
- The Cologne City Councils lack of a formal response to residents who signed an April 20, 2020 Petition sent to the City Administration to: *"confirm the support and call for action by your constituents/property owners most adversely affected by the nonconforming activities at 218 West Lake Street"*. (Ie- remove the nonconforming three high powered halogen lights that were installed at this location.

Thanks in advance for your support with this request.

Bernie Shambour

Personal Mobile: 952-221-9727

December 25th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse,

Please place me on the agenda for the January 4, 2020 Cologne City Council. The agenda topic I wish to address is: *Additional outdoor halogen lights installed on the garage at 218 West Lake Street on Christmas Eve.*

I wish to convey my frustration about the installation of additional outdoor halogen lights installed on the garage at 218 West Lake Street. The message I will to convey is outlined directly below:

On Christmas Eve, Derek Jenson affixed 3 high-powered, non-shielded halogen lights on the east and north sides of the garage he is leasing garage at 218 West Lake Street. I view Derek’s actions to be well-timed and rooted with malicious intent to deprive my family of our right to privacy and enjoyment of our personal property.

The installation of these lights is an action that violates the terms and conditions outlined in Section 11 of Cologne City Council Resolution 20-19 **A Resolution Approving an interim Use Permit for 218 Lake Street West** adopted and approved on Sept 8, 2020.

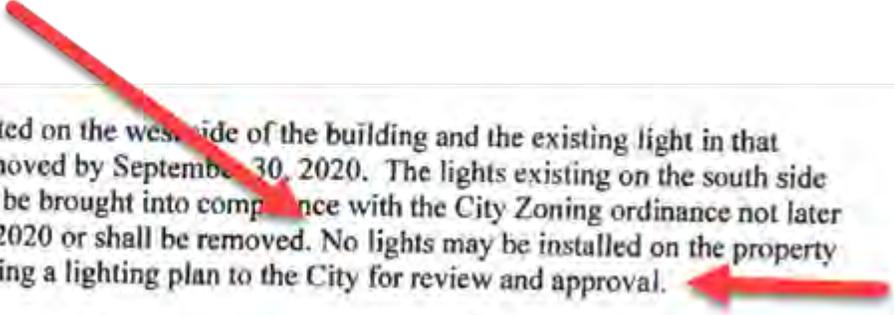
- “No lights may be installed on the property without first submitting a lighting plan for the City to review and approval”.

These additional 3 lights augmented by the 3 April 2020 installed lights on the garage at 218 West Lake Street are in gross violation of **City ZONING CODE, CHAPTER 153, 153.064 GLARE** and **City Ordinance 95.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.**

In sum:

- These lights completely illuminate the south and east sides of my house.
- These lights brightly illuminate 75 percent of the rooms in my home.
- These lights brightly illuminate my entire back yard.
- These lights illuminate Benton Lake all of the way to the Pier. The lights are a distraction looking from the pier to the City across Benton Lake.
- These lights can be clearly seen by motorists driving around Benton Lake on MN Hwy 284.
- These lights are clearly a distraction for motorists driving south on Meadow Street,
- These lights are an additional light source that can be viewed from Mayor Matt Lien’s residence on Meadow Street.

This current environment is unsustainable. I want to point out here that like [noisiness](#), light pollution is recognized as a "[nuisance](#)" by courts in most parts of the United States. A nuisance is a type of conduct that disturbs a neighbor's use or enjoyment of property. Referencing the attached MS.Word document it is abundantly clear that this light pollution issue is well beyond the mediation stage.



11. No lights are permitted on the west side of the building and the existing light in that location must be removed by September 30, 2020. The lights existing on the south side of the building shall be brought into compliance with the City Zoning ordinance not later than September 30, 2020 or shall be removed. No lights may be installed on the property without first submitting a lighting plan to the City for review and approval.

Bernie Shambour
Personal Mobile: 952-221-9727

17) ++++++

December 27th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse and Mayor Matt;

Here is a quick update from my December 25th email attached directly below. On the afternoon of December 25th I walked onto the 218 West Lake Street parcel and inspected the high-powered halogen light mounted on the north side of the garage. I was dismayed to see that the design of the "flat panel halogen light" enabled 180 degrees of motion from the vertical wall surface of the garage. That being the said; Derek had this light positioned straight out at 180 degrees or simply placed in position much like a light would be positioned if it were in a lighthouse! Hence, the unbelievably intense and focused light beam against the side of my house and running through my back yard ... unbelievable! I find it hard to believe that this arrogant positioning of this flat panel halogen light was not intentional and well-timed for a Christmas Eve first lighting debut.

On Saturday, Dec 26th at 11:45 am; I drove to Warren Dressen's residence, knocked on his door, and calmly asked him person-to-person if he knew about the "spotlight" mounted on the north side of his garage. He replied he did and said "So what?". In our ensuing 4-minute 20 second conversation Warren stated he did not care about the invasion of privacy on my home and property and threatened "consequences" for myself and the City if the sale of his parcels to Derek Jensen do not go through. Right or wrong, I have a recording of this conversation in my possession to protect myself in the event I am personally sued (I was verbally threatened)..

Bernie Shambour
Personal Mobile: 952-221-9727

18) ++++++

December 30th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse and Mayor Matt;

For the record I wish to convey (document electronically) to both of you the phone message I received from Warren Dressen about 9:40 am on Monday, December 28th:

Warren: Did you walk on my property on Saturday?

Bernie: Yes, I did. Derek texted me that he adjusted the light the garage. I went over to look at it.

Warren: I am going to tell you this once. Stay off my fu__ing property! You hear me?!? Stay off my Fu__ing property or the next time I catch you on my property, you will not make it back to your property!

Bernie: Are you threatening me?

Warren: You're a fu__ing ass__le; you've been one for 40 years. Stay off my property or else! Do you understand?!? I am not going to tell you again!

I am trying to figure out how to obtain the text from this call. On Monday evening, December 28th Warren's truck was parked at the back of his garage for an extended period of time ... running with lights on. I have no idea what he was up to.

In my 30-plus years serving on the Cologne City Council and Planning Commission I have never been verbally or physically threatened.

I am not losing sleep over Warren's tirade nor do I want to create more trouble for Warren.

I do know though that Warren is extremely angry about a situation that both he and Derek have long had the power to avert; if they would simply meet the terms and conditions outlined in the simple IUP approved by the City Council on September 8th.

Bernie Shambour

Personal Mobile: 952-221-9727

January 4, 2021 Cologne City Council Meeting Minutes Excerpt:

7. COUNCIL BUSINESS a. Bernie Shambour Citizen Bernie Shambour came before the council to share his experience Christmas Eve when a neighboring property turned on outside lights that were in violation of the City Ordinance. Administrator Dickson updated the Council on his conversations with the property owner and tenant.

19) ++++++

January 14th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse,

I am reaching out to both of you to inform-update you about the condition of my backyard where it runs contiguous with the 218 West Lake Street parcel.

As conveyed previously, until about 5-6 years ago my lawn along the 218 West Lake Street parcel was thick and lush. The grass was beautiful for many years. Shortly after Warren started laying down load-after-load of red rock my yard started to develop ruts from excessive water runoff from Warren's property.

Four years ago I hauled in 25 cubic yards of clay and black dirt and created an earthen berm at the highest elevation of my property. These efforts proved to be futile.

This past spring I hauled in 15 cubic yards of dirt and added to the height of the 4 year old berm; extensively top-dressing and seeding the yard. In addition, I placed five 8 foot long 2 x 6 boards along the property line, supported by cement blocks to help slow the rush of water from Warren's property, Unfortunately, this expense and effort too, failed. By the time autumn came around my yard was rutted and the freshly planted grass was eroded away.

Bernie Shambour

Personal Mobile: 952-221-9727

January 19, 2021 Cologne City Council Meeting Minutes Excerpt:

b. 218 Lake Street West IUP Hearing Mayor Lein updated the Council on his conversations with the tenant of property at 218 Lake Street West and the tenant's long term plans for the property and adjacent property. City Planner Cindy Nash shared that amending the existing IUP would involve sending the amendment back to the planning commission and holding a public hearing. Given that plans are not final for the property, attorney Harris advised that the proper procedure would be for the Council to continue the hearing on a specific date. Council discussed the violations of the existing IUP around exterior lighting and land erosion. Councilmember Lenzen made a motion to continue the 218 Lake Street West Hearing to April 5 with the understanding that: • The property owner and/or tenant immediately shut off exterior light on west side of property, • The property owner and/or tenant provide information on the existing lights located on the North, South and East sides of building to City Administration for Ordinance Compliance, and • The Property Owner and/or Tennant provide more detailed information for long term intent of property in the form of a new IUP. Motion was seconded by Councilmember Szaroletta. Motion carried unanimously.

20) ++++++

March 30th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Hello Jesse,

Please place me on the Cologne City Council Meeting Agenda for the regular Cologne City Council Meeting on Monday, April 5, 2021.

Please include the attached MS.Word document in the Cologne City Council packet for the April 5th meeting.

Discussion Item: 218 West Lake Street Outdoor Lighting

Thank you, Jesse!

Bernie Shambour

Personal Mobile: **952-221-9727**

Date: March 30, 2021

To: Cologne City Council

From: Bernie Shambour

Subject: 218 West Lake Street Outdoor Lighting

Dear Cologne Mayor and City Councilors,

Next week will mark one year since I first reached out to the Cologne City Council with a MS.ppt presentation specifying several City land use zoning and nuisance ordinance violations at 218 West Lake Street tangent to outdoor parking and outdoor lighting.

In January, Mayor Matt Lein was kind enough to spend a few minutes with me walking along my property to observe first-hand the eye-blinding glare that casts long shadows across my back yard and the interior of my home. These bright halogen lights too, overpower the low voltage lights that border my backyard patio; giving my patio the ambience of an industrial contractors' yard.

Since March 22nd the lights on the garage at 218 West Lake Street have been removed; due to efforts with adding new siding on this building. This brief respite reminds my neighbors and I of the privacy and property rights we had prior to the installation of non-conforming lights on the garage. These 6 halogen lights without question violate City ZONING CODE, CHAPTER 153, 153.064 GLARE and City Ordinance 95.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

Given the current state of zero outdoor lighting at 218 West Lake Street; *what is preventing the City Council from renewing efforts to enforce the City's Zoning Code and Nuisance Ordinance tangent to outdoor lighting?*

My neighbors and I are not opposed to Derek Jensen using zone-compliant outdoor lighting to improve the security of his leased parcel. Where we take issue is the excessive lumen Levels and beam direction of the halogen lights he has previously chosen to use.

Common sense points to the installation of downward-facing and County Road 36-facing lights on the 218 West Lake Street parcel. *Is there any compelling reason why Derek Jensen cannot be directed by the City to affix downward-facing and County Road 36-facing lights on light poles erected behind an 8 foot fence along his north property line?*

All of the aforementioned is achievable without undue financial hardship to Derek Jensen.

I look forward to engaging in a productive discussion on this matter with the Cologne City Council at the regular City Council Meeting on Monday, April 5th.

Bernie Shambour

April 5, 2021 Cologne City Council Meeting Minutes Excerpt:

q. Continuation of Hearing, 218 Lake Street West i. IUP Violation Letter 11-24-2020 ii. IUP Revocation Notice 12-22-2020 iii. January 19, 2021 City Council Minutes iv. Bernie Shambour Memo March 30, 2021 Derrick Jensen joined the meeting via Zoom to discuss the property he currently rents at 218 Lake Street West. He updated the council that all exterior lights have been removed while new siding is put on the building and that the replacement lights will be downward facing and have dimmers. Mayor Lein raised the drainage issue on the north side of the property and the proposed recommendations to sod 10 ft. in from the property line. Mr. Jensen stated that before he can sod, issues with locating the sewer line need to be resolved. The property is going to be excavated this week to locate the sewer line. Discussion was had on amending the current IUP or submitting a new IUP that encompasses the long-term plan for the property. After discussion, the consensus was that amending the current IUP was the preferred option. Motion by Councilmember Szaroletta to continue the current IUP with Mr. Jensen submitting a proposed IUP Amendment Application and Site Plan by April 30, 2021, second by Councilmember Bruss. Motion carried 4-0.

21) ++++++

April 16th: Bernie Shambour emailed to Cologne City Administration an email conveying the following:

Jesse, Cindy, and Mayor Matt,

The City Council has been struggling mightily for over a year to accommodate-regulate Derek Jensen's free-rein use of the parcel at 218 West Lake Street, but to no avail. The latest action is the additional, massive cement slab that Derek is about to pour that is designed to drain additional water towards my property.

Over the past 12 months, much of Derek's actions have been rationalized, justified, and abetted to. I remain puzzled why this has and continues to occur. As a 40-plus year owner of the property directly to the north I am dealing with significant soil erosion and trace petroleum waste coming from both of the Jensen-Dressen parcels. I find it ironic that as a long-time resident, Cologne City civil servant, and taxpayer; I appear to have no property rights at all. Business interests appear to be more important to the City these days than those of our Residents.

The old adage "A picture is worth a thousand words" is certainly applicable here. One only needs to study the attached photos for a few moments to realize that over 90 percent (aggregate) of both of the Dressen parcels near Benton Lake are hard-surface.



Regards,

Bernie Shambour



Addendum

Chapter 153: Zoning Code

§ 153.064 **GLARE**.

Glare or illumination from any source of lighting from any use shall be aimed or deflected away from adjoining property and public rights of way, except street lighting and traffic signals.

§ 95.18 PUBLIC NUISANCES AFFECTING PEACE AND SAFETY.

The following are declared to be nuisances affecting public peace and safety:

(W) Reflected glare or light from private exterior lighting exceeding 0.5 footcandles as measured on the property line of the property where the lighting is located when abutting any residential parcel, and one footcandle when abutting any commercial or industrial parcel; and

§ 153.038 C-1 CONVENIENCE COMMERCIAL DISTRICT.

(A) Purpose. In addition to the purposes stated in § 153.002, it is intended that the C-1 District provide limited convenience commercial uses near major intersections and residential neighborhoods. It is also the purpose of the C-1 District to minimize the impacts which may exist between dissimilar land uses.

(B) Permitted uses. Self-service gasoline station and convenience store.

(C) Special requirements.

(1) Except for gas pumps, all operation shall be conducted within the principal building.

(2) No automobile service, repair, maintenance, sale or storage shall be permitted.

(3) Where abutting a residential district, a screen wall or fence eight feet in height and having 90% opacity shall be required along the common property line between the uses.

(4) Parking and maneuvering areas shall be paved and curbed.

(5) The site shall be planned so as not to allow water from a permitted car wash to run into a public street or accesses thereto. A drainage system shall be installed subject to the approval of the city.

(6) Pump islands and canopies shall conform to yard requirements or a minimum of 30 feet from a street right-of-way whichever is greater.

(7) Parking for employees, customers and stacking shall be provided in accordance with other provisions of this chapter.

(8) Artificial lighting shall be accomplished so as to have no direct light source visible from a public street or a residential district.

(Ord. 150, passed 2-22-2000; Ord. passed 3- -2007)

No Special Requirement Provisions allow for Outdoor Storage.

§ 153.039 C-2 CENTRAL BUSINESS DISTRICT.

(A) Purpose. In addition to the purposes stated in § 153.002, it is intended that the C-2 District provide for the unique layout and character of a traditional central business district with retail and professional office functions and other mixed uses.

(B) Permitted uses.

(1) Retail sales conducted within structures, but excluding automobile and motorized equipment sales, truck stops, gasoline and fuel sales, drive-through restaurants and adult-oriented businesses.

(2) Repair and service conducted within structures, but excluding automobile and motorized equipment repair.

Permitted uses provide no provisions for outdoor storage.

§ 153.040 C-3 GENERAL COMMERCIAL DISTRICT.

(A) *Purpose.* In addition to the purposes stated in § 153.002, it is intended that the C-3 District provide opportunities for retail and service business uses which require larger development sites, highway visibility or highway access.

(B) *Permitted uses.*

- (1) Retail sales and service, but excluding adult-oriented businesses.
- (2) Automobile and motorized equipment sales and service.
- (3) Farm implement sales and service.
- (4) Building supply sales and storage yards.
- (5) Daycare centers.
- (6) Funeral homes and mortuaries.

Permitted uses provide no provisions for outdoor storage.

§ 153.069 OUTSIDE STORAGE.

All products, materials and equipment, except as specifically provided in this chapter, shall be stored within permitted structures, except for the following:

- (A) Agricultural products, equipment and appurtenances owned by the owner of the property and used on the property on which they are kept.
- (B) A maximum of three licensed and operational motor vehicles per residential dwelling unit, parked on the permitted driveway area.
- (C) A maximum of one of the following may be stored outside of a structure for more than 48 hours on any residential parcel, provided also they are stored on the permitted driveway area.
 - (1) Boat (must be on a trailer).
 - (2) Camper.
 - (3) Motor home.
 - (4) Snowmobile (maximum of two on one trailer).
 - (5) Personal watercraft (maximum of two on one trailer).
 - (6) Motorcycle.
 - (7) Trailer.
- (D) Clothes lines, antennae, air conditioners, outdoor grills, play equipment, ornaments and monuments.
- (E) Temporary storage of materials and equipment during construction and landscaping.

Warren's property is not zoned *Mixed Use* nor *Industrial*. Even if this property were; any site plan review would likely require additional landscaping (especially in a *Shoreland Overlay District*) as well as as provisions for "screening" where such use is contiguous with *Residential* properties.

(F) Storage of products, materials and equipment, excluding rubbish or junk, which is necessary to an approved business operation in a commercial or industrial district, and which is completely screened from adjoining properties and rights-of-way. The site plan review process is required to determine the appropriateness for storage permitted in this section, surfacing required for the storage area and the screening required.

(G) Outside display of vehicles, equipment and merchandise for direct sale to consumers when such outside display is customary and necessary to the trade and is a permitted use within the zoning district. The site plan review process is required to determine the appropriateness of the storage or display proposed, surfacing required for the display area and any additional landscaping or screening which may be required.



November 24, 2020

Mr. Derek Jensen

Mr. Warren Dressen

Ms. Ann Marie Dressen

Dear Mr. Jensen and Mr. and Ms. Dressen:

This letter is to inform you of a violation of Resolution 20-19 Approving Interim Use Permit for 218 Lake Street West.

An inspection of the property was completed on November 16, 2020 and the following violations of the IUP were documented:

1. Lights are installed on the west side of the building and were not removed by September 30, 2020 (condition #11).
2. The gravel was not removed on the west side of the building to bring the site into compliance with the approved site plan (condition #5).

A reinspection of the site will occur on the morning of December 3, 2020. By that time, please ensure that the following has occurred:

1. Remove the light on the west side of the building. If a new light is proposed in another location, please submit a lighting plan to me for review and approval.
2. Submit a letter indicating a date certain in the spring of 2021 when the gravel will be removed and grass installed as shown on the site plan.

Sincerely,



Jesse Dickson
City Administrator

Cc: Cindy Nash, City Planner

City of Cologne
1211 Village Parkway
PO Box 120
Cologne, MN 55322

Phone: 952-466-2064
Web: www.colognemn.com

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December 22, 2020

VIA FIRST CLASS MAIL

Mr. and Mrs. Warren and Ann Marie Dressen
1007 Meadow Street
Cologne, MN 55322-9098

Mr. Derek Jensen
519 Elm Street West
Norwood Young America, MN 55368

**Re: Notice of Revocation of Interim Use Permit # 20-19
218 Lake Street West, Cologne**

Dear Mr. Jensen and Mr. and Mrs. Dressen:

The City Council adopted Resolution # 20-19 granting an Interim Use Permit (IUP) for the property at 218 Lake Street West on September 8, 2020.

The City previously notified you of violations occurring on the property in the letter dated November 24, 2020 based on an inspection that occurred on November 16, 2020. This letter also provided a deadline to cure violations that were not cured by December 3, 2020. A followup inspection took place on December 18, 2020 at approximately 2:00 PM.

The following violations of the IUP were noted and documented based on the inspection on December 18, 2020:

1. Condition 3 – Various items are being stored outside.
2. Condition 4 – Vehicles are being parked on the west side of the building.
3. Condition 5: The gravel was to be removed and replaced with sod as designated on the site plan in order to bring the site into conformance with the site plan and variance for impervious surface coverage.
4. Condition 6: The IUP requires that the site be in compliance with all requirements of the zoning ordinance. A sign has been installed without following the processes in Section 153.077 (C) of the City Code.
5. Condition 11: No lights are permitted on the west side of the building, and the existing light was to be removed by September 30, 2020. It appears the light on the west side has been replaced with a new light. No plans for other lighting

have been submitted for City review and approval, but additional lights have been installed on the east side of the building.

A hearing will be scheduled for the January 19, 2020 City Council meeting to consider the revocation of this Interim Use Permit. The meeting will be at 7:00 p.m. It is anticipated that the meeting will be held via zoom and can be accessed at this URL:

https://us02web.zoom.us/j/4240249600. To access the meeting through your telephone, dial (312) 626-6799 and enter meeting ID #424 0249 600 If the method of attending the meeting changes due to COVID-19 between now and then, you will be notified of the change.

If you have any questions, please contact City Hall at 952-466-2064.

By order of the Cologne City Council

cc: Cindy Nash, Collaborative Planning

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ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
BITUMINOUS MATERIALS



HAMBURG, MN

831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
FAX 952-467-3894
EMAIL INFO@WMMUELLER.COM

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO:	City of Cologne	DATE:	4/22/2021	PHONE:	612-723-3688
STREET:	1211 Village Parkway P.O. Box 120	JOB NAME:	Patching		
CITY, STATE, ZIP:	Cologne, MN 55322	JOB LOCATION:	Various Streets In Cologne		
CONTACT:	Brian Vos	VIA:	brianv@colognemn.com		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Overlay Various Areas on Village Parkway

* Overlay the 3 patch areas on Village Parkway (16' x 14', 61' x 17' & 45' x 7') with 1.5" of bituminous wear, compacted thickness.

\$1,710.00

Trail Repair

* Overlay the 9' x 68' area with 2" of bituminous wear, compacted thickness. Overlay the 9' x 60' area with 3" of bituminous wear, compacted thickness.

\$2,030.00

Fire Station Lot

* Mill out the 16' x 17' area to a 5" depth, clean up milled material and dispose. Patch the area with 3.5" of bituminous base and 1.5" of bituminous wear, compacted thickness.

\$1,971.00

Market & Paul

* Mill out the 8' x 45' area to a 3" depth, clean up milled material and dispose. Patch the area with 1.5" of bituminous base and 1.5" of bituminous wear, compacted thickness.

\$1,534.00

Mill & Patch 2" of Bituminous.

* Mill various patch areas as per the attached sheet to a 2" depth, clean up and dispose of the milled material.
* Tack areas and patch with 2" of bituminous wear, compacted thickness.

\$21,255.00

NOTES:

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE
IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS
FOR THE SUM OF: **\$28,500.00**

*** PAYMENT TO BE MADE UPON COMPLETION ***

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US
IF NOT ACCEPTED WITHIN **30** DAYS.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, storm, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

AUTHORIZED

SIGNATURE:

Timothy Mueller

TITLE:

Secretary/Treasurer

PLEASE SIGN AND RETURN ONE COPY

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is due upon receipt of invoice.** Owner agrees that Wm. Mueller and Sons, Inc. may charge interest at the rate of eighteen percent (18%) on any sum due under this contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, cost incidental to collection, and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner hereby releases Wm. Mueller and Sons, Inc. of notice requirements for lien rights in the event payments are not made as outlined above.

SIGNATURE: _____

DATE OF

ACCEPTANCE: _____

2021 Patching

Lower St. W.
mill edges + pave

40' x 12'

50' x 3'

22' x 7'

34' x 9'

33' x 6'

10' x 55'

20' x 25' probably remove + patch

city shop lot

10' x 15'

5' x 10'

17' x 5'

30' x 40'

18' x 8'

Fire station lot

5" 16' x 17' Triangle

35' x 10'

11' x 5'

11' x 7'

19' x 8'

35' x 19'

Trail repairs

MARKET @ PAUL
3" x 8' x 45'

Lower St. W patch

1' x 3' 13' x 7'

2' x 2' 38' x 3'

4' x 2' 4 holes

4' x 4' 4' x 2'

20' x 4'

5' x 5'

1' x 1'

Playhouse St. W.

11' x 2'

overlay 1 1/2"

Village Parkway Paving

14' x 14' Mill edges

61' x 17'

45' x 7'

Benton St. E.

10' x 5'

22' x 7'

6' x 8'

13' x 11'

23' x 5'

Trail repair

FRITZ PARK 2" x 9' x 68' o.c.

SILVER LEAF 3" x 8 1/2' x 60' o.c.

Meadow St

Mill around manhole 2026 meadow st.

2' x 3'

9' x 8'

6' x 7'

Benton Creek Ave

12' x 8' 15' x 2'

8' x 2'

3' x 3'

Gold Nugget Drive

13' x 2' 2' x 2'

9' x 3' 10' x 3'

4' x 4' 5' x 1'

7' x 3' 19' x 2'

18' x 2' 4' x 4'

2' x 2' 7' x 2'

10' x 2' 4' x 2'

12' x 2'

Parkside St.

7' x 4' 7' x 2'

8' x 2' 7' x 4'

Parkside Cir

33' x 4'

20' x 10'

Pondview crt

9' x 2'

9' x 2'

Benton St. W.

5' x 2' 2' x 2' 3' x 2'

5' x 2' 3' x 2' 9' x 2'

13' x 2' 6' x 2'

Hazelwood

33' x 2'

20' x 2'

COLOGNE-CITY WIDE PATCHING



GMH ASPHALT CORPORATION

9180 LAKETOWN ROAD

CHASKA, MN 55318

Contact: BRANDON BUTORAC

Phone: 952-442-5288

Email: estimating@gmhasphalt.com

Quote To: Brian Voss
Company: City of Cologne

Addendums:
Date on Plans:
Revision Date:

No Bond
 Union Contractor

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	1,450.00	1,450.00
20	MILL, PREP, AND PATCH CITY WIDE	122.00	TN	248.00	30,256.00
GRAND TOTAL					\$31,706.00

NOTES:

ITEMS NOT INCLUDED IN QUOTE:

Bond, Traffic Control, Saw Cutting, Removals, Testing, Manhole/Gate Valve adjusts, Permits.

Price is based on Tonnage of Asphalt used and will be billed on total tons used.

Price is only good for 2021.

City of Cologne, Minnesota			
Retaining Wall Financing Estimates			
ANNUAL PAYMENTS	5-Years	10-Years	10-Years
Retaining Wall Construction	\$500,000	\$500,000	\$ 750,000.00
Financing Cost	\$15,000	\$15,000	\$ 22,500.00
Total Construction & Financing Costs	\$515,000	\$515,000	\$772,500
Repayment Term (Year)	5	10	10
Interest Rate	0.90%	1.50%	1.50%
<i>Annual Payment (Rounded)</i>	<i>\$106,000</i>	<i>\$56,000</i>	<i>\$84,000</i>
FINANCIAL IMPACT	Street	Street	Street
2021 Property Tax Levy	\$1,500,000	\$1,500,000	\$ 1,500,000.00
Percent Increase	7.1%	3.7%	5.6%
Pay 2021 Net Tax Capacity	\$2,350,565	\$2,350,565	\$ 2,350,565.00
Current Tax Rate	63.8%	63.8%	63.8%
Added Tax Rate	4.5%	2.4%	3.6%
New Tax Rate	68.3%	66.2%	67.4%
Residential Estimated Market Value			
\$250,000	\$106	\$56	\$84
\$350,000	\$155	\$82	\$123
\$500,000	\$225	\$119	\$179



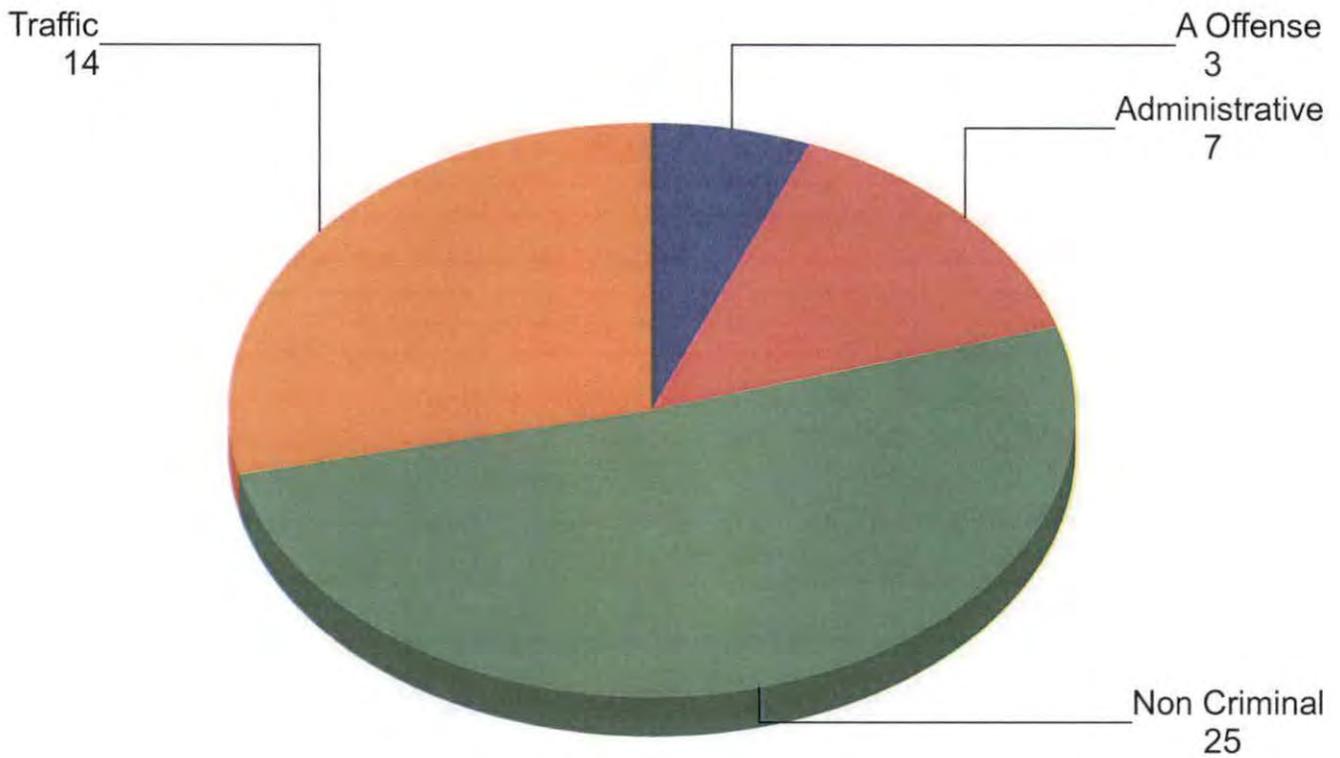
City of Cologne

March 2021



Carver County Sheriff's Office
Monthly Calls for Service
From: 03/01/2021 To: 03/31/2021

Cologne City



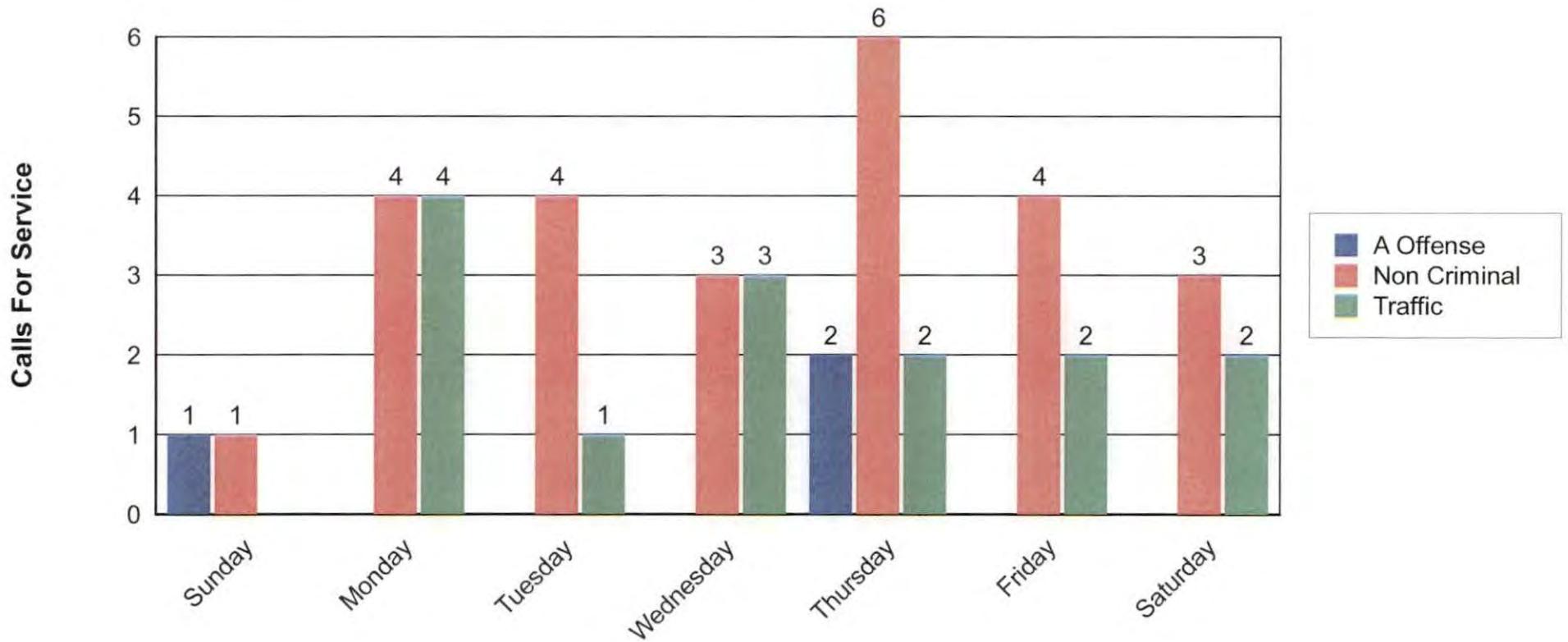
Total A Offense:	3
Total Non Criminal:	25
Total Traffic:	14
Total Administrative:	7

Total Cologne City: 49



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 03/01/2021 To: 03/31/2021

Cologne City

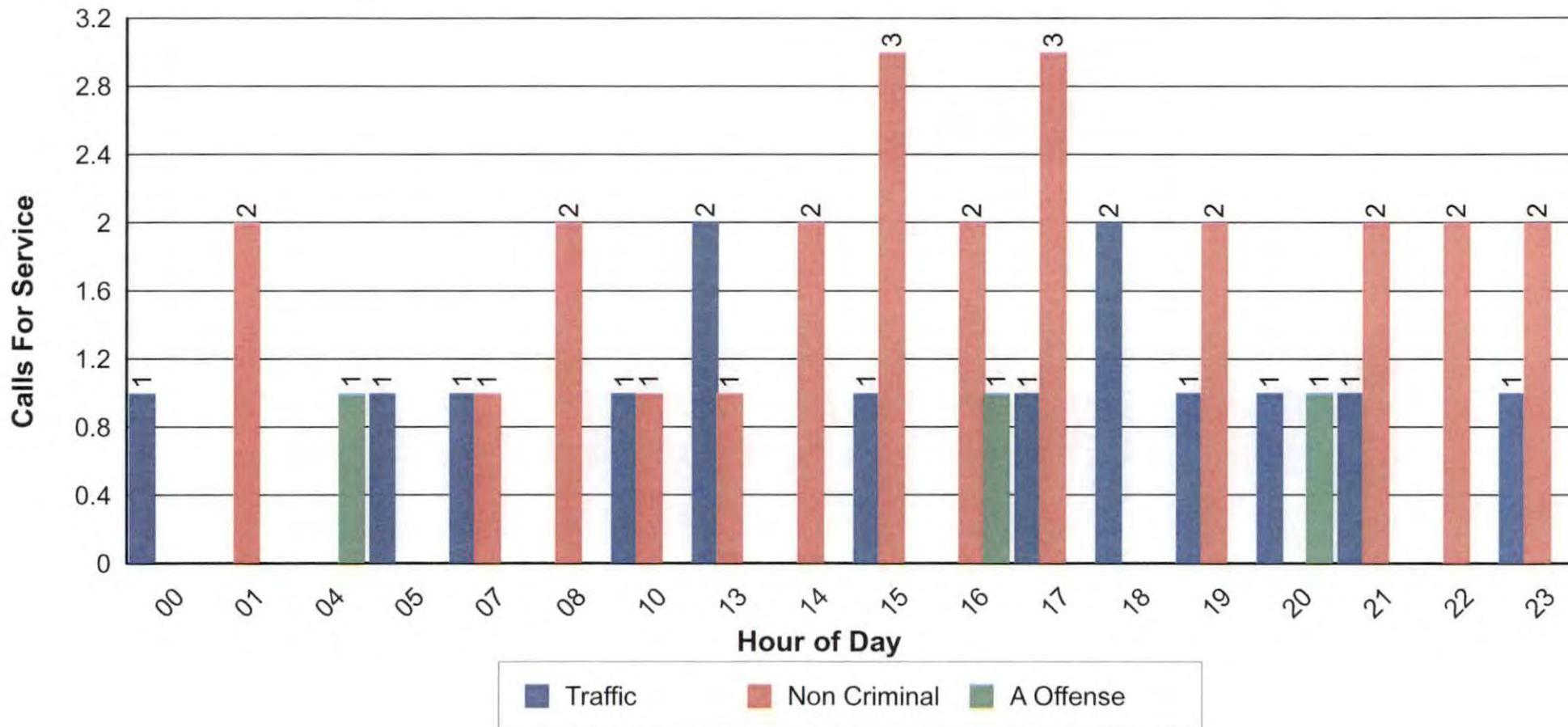


Total Cologne City: 42



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 03/01/2021 To: 03/31/2021

Cologne City



Total Cologne City: 42



Carver County Sheriff's Office
Monthly Calls for Service
From: 03/01/2021 To: 03/31/2021

Cologne City

Patrol

A Offense

Assault	1
Burglary	1
Fraud	1

Total A Offense:	3
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Non Criminal

Misc Non-criminal	7
Alarm	1
Missing Person	1
Abuse/Neglect (Info Only)	5
Medical	4
Fire Call	2
Suspicious Activity	3
Open Door	1
Disturbance (Info Only)	1

Total Non Criminal:	25
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Traffic

Traffic - Misc	3
Traffic Stop	7
Pd Accident	2
Driving Complaint	2

Total Traffic:	14
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Total Patrol: 42

Administrative

Administrative

GunPermit-CarryNew	4
GunPermit-CarryRenew	2
GunPermit- Carry Late Ren	1

Total Administrative:	7
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Total Administrative: 7

Total Cologne City: 49



Carver County Sherff's Office

Traffic Citation Summary

From: 03/01/2021 To: 03/31/2021

Cologne City

Need Code:	1
No Proof Of Insurance:	1
Snowbird / Winter Parking:	3
Speed:	1
Total Cologne City:	6



**Carver County Sheriff's Office
Verbal Warnings
From: 03/01/2021 to 03/31/2021**

Cologne City

Driving Complaint:	1
Traffic Stop:	4
Grand Total Verbal Warnings:	5