

City Council Meeting Agenda

Tuesday, January 3, 2023 7:00 PM Cologne Community Center, 1211 Village Parkway

Vision Statement

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

Mayor: Matt Lein

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

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

- 1. OATHS OF OFFICE
- 2. CALL MEETING TO ORDER & ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. ADOPT AGENDA
- 5. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
- 6. 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. December 19, 2022 City Council Minutes
- b. December 28, 29 and 30 2022 Check Register
- c. December 30, 2022 Payroll Summary

- d. CFDRA Gambling Permit App 2-11-23
- e. Resolution 23-1 Approving SHIP Grant Q1 Newsletter
- 7. NEW COUNCIL BUSINESS
 - a. Transportation Study Open House Summary
- 8. BOARD REPORTS
- 9. ANNOUNCEMENTS
- 10. ITEMS REMOVED FROM THE CONSENT AGENDA
- 11. ADJOURN

CALENDAR OF EVENTS/MEETINGS

January 16	Monday	MLK Jr Day OFFICES CLOSED
January 17	Tuesday	7:00PM City Council Meeting
February 6	Monday	7:00PM City Council Meeting
February 11	Saturday	Ice Cribbage Tournament



City Council Meeting Minutes

Monday, December 19, 2022 7:00 PM Cologne Community Center, 1211 Village Parkway

Vision Statement

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1. CALL MEETING TO ORDER & ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion by Councilmember Bruss to adopt the agenda, second by Councilmember Szaroletta. Motion carried 5-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

a. Sheriff Jason Kamerud

Sheriff Kamerud reviewed the year, staffing challenges and budget projections for 2024.

5. ADOPT CONSENT AGENDA

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

- a. December 5, 2022 City Council Minutes
- b. December 19, 2022 Check Summary Register
- c. December 20, 2022 Payroll Summary
- d. December 27, 2022 City Council and Planning Commission Payroll
- e. December 21, 2022 CFD 4th Quarter Payroll
- f. 2020 Street & Utility Pay Request #14
- g. Market Lane Pay Request #2
- h. 2023 Police Contract
- i. Resolution 22-32 Accepting Donation from CFD Relief Association

Motion by Councilmember Szaroletta to adopt the consent agenda, second by Councilmember Lenzen. Motion carried 5-0.

6. NEW COUNCIL BUSINESS

a. Chad Vos Cologne Fire and Rescue

Mayor Lein explained the interview process for CFD Officer positions. Motion by Councilmember Bruss to approve the appointment of 2023 – 2024 Officers as discussed, second by Councilmember Kells. Motion carried 5-0.

b. PUBLIC HEARING: Truth in Taxation

Motion by Councilmember Szaroletta to open the public hearing on Truth in Taxation, second by Councilmember Lenzen. Motion carried 5-0. Mayor Lein asked if any in attendance wanted to speak. Resident Greg Flakne asked the council what plans were being developed to promote business' opening in the city to help ease the tax burden on the residents. Vacant and aging buildings downtown were also discussed. Motion by Councilmember Kells to close the public hearing, second by Councilmember Bruss. Motion carried 5-0.

c. PUBLIC HEARING: Fee Schedule

Motion by Councilmember Bruss to open the public hearing on the proposed fee schedule, second by Councilmember Lenzen. Motion carried 5-0. City Administrator Dickson reviewed the proposed changes to the fee schedule noting that it had been several years since any fees have been changed. Mayor Lein asked if any members of the public wished to address the fee schedule, there being none, Councilmember Lenzen made a motion to close the public hearing, second by Councilmember Szaroletta. Motion carried 5-0.

d. Resolution No 22-33 Approving 2023 Budget

After discussion, Councilmember Kells made a motion to approve Resolution No 22-33 Approving 2023 Budget, second by Councilmember Bruss. Motion carried 5-0.

e. Resolution No 22-34 Final Tax Levy Collectible 2023

Motion by Councilmember Bruss to approve Resolution No 22-34 Final Tax Levy Collectible 2023 as discussed, second by Councilmember Lenzen. Motion carried 5-0.

f. Resolution No 22-35 Ordinance No. 161-P by Title and Summary

Motion by Councilmember Bruss to approve Resolution No 22-35 Ordinance No. 161-P by Title and Summary, second by Councilmember Lenzen. Motion carried 5-0.

g. 2023 Federal Holidays

Motion by Councilmember Kells to accept the federal holidays adding January 3rd, 2023, second by Councilmember Lenzen. Motion carried 5-0.

h. 2023 City Council Meeting Schedule

Motion by Councilmember Bruss to approve the 2023 city council meeting schedule as changed, removing July 3rd from the schedule, second by Councilmember Lenzen. Motion carried 5-0.

i. 2023 Annual Appointments

Motion by Councilmember Kells to accept the annual appointments as discussed, second by Councilmember Szaroletta. Motion carried 5-0.

j. 2023 Salary Adjustments

Councilmember Bruss reviewed the recommendation from the Personnel Committee with the rest of the Council. Motion by Councilmember Szaroletta to approve the 2023 salary adjustments as discussed, second by Councilmember Lenzen. Motion carried 5-0.

7. BOARD REPORTS

a. November Sheriff's Report

8. ANNOUNCEMENTS

Councilmember Kells asked Administrator Dickson to promote the VFW park project on the city website and Facebook page, **and** about the amount budgeted for the new newsletter.

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:40PM, second by Councilmember Lenzen. Motion carried 5-0.						
Respectfully Submitted:	Attest:					
Michelle Morrison	Matt Lein					
City Clerk	Mayor					

*Check Summary Register©

Batch: 122922cr

		Name	Check Date	Check Amt	
10100	Checking				
27854		ADAM'S PEST CONTROL, INC	12/28/2022	\$114.52	Quarterly Maintenance Q4
27855		AFLAC	12/28/2022	\$212.70	Employee Insurance December
27856		CENTERPOINT	12/28/2022	\$1,088.17	107 John Ave
27857		COLLABORATIVE PLANNING, LL	12/28/2022	\$945.00	Meuwissen Variance
27858		DAKOTA SUPPLY GROUP	12/28/2022	\$2,270.44	Swing Flex Check Valve
27859		KAREN DUFF	12/28/2022	\$50.00	Deposit Refund
27860		KEVIN FAFINSKI	12/28/2022	\$185.00	Membership Refund
27861		FASTENAL COMPANY	12/28/2022	\$58.54	PW Supplies
27862		HAWKINS, INC	12/28/2022	\$11,352.50	Chlorine
27863		JOOS, NICK	12/28/2022	\$50.00	Depost Refund
27864		LOFFLER-131511	12/28/2022	\$52.94	Monthly Copier Lease Dec
27865		MELCHERT, HUBERT, SJODIN, P	12/28/2022	\$5,330.65	Lions Park Acquisition
27866		METRONET	12/28/2022	\$174.75	Phones
27867		MID COUNTY CO-OP	12/28/2022	\$2,105.42	Winter Diesel
27868		MN VALLEY ELECTRIC COOPER	12/28/2022	\$134.80	2140 N Village Parkway
27869		MN VALLEY TESTING LABS	12/28/2022	\$161.81	Water Analysis
27870		PROPET DISTRIBUTORS INC.	12/28/2022	\$163.80	Litter Pickup Dispenser and Bags
27871		SACKETT	12/28/2022	\$50.00	Deposit Refund
27872		SAXE	12/28/2022	\$47,565.55	PW 2023 Pickup 1GCPDAEKXPZ142588
27873		CHERYL SCHMITT	12/28/2022	\$50.00	Deposit Refund
27874		STORMS WELDING & MFG. INC	12/28/2022	\$848.57	ATV Plow Repairs
27875		AMY WILLIAMS	12/28/2022	\$204.35	Deposit Refund
27876		XCEL ENERGY	12/28/2022	\$15,356.30	PW Maintenance Bldg
27877		XTREME ELECTRICAL INC	12/28/2022	\$1,780.16	Community Center Parking Light Repair 12 LE
			Total Checks	\$90,305.97	

Clerk Treasurer Date

FILTER: (([Act Year]='2022' and [period] in (12))) and (Source in ('122922cr'))

*Check Summary Register©

Batch: 122922STARSGRANT

	Name	Check Date	Check Amt	
10100 Checking 27878	STARS EARLY LEARNING ACAD	12/29/2022 Total Checks	\$100,000.00 Carver County CGF \$100,000.00	PI Grant
Clerk Treasurer			Date	

FILTER: (([Act Year]='2022' and [period] in (12))) and (Source in ('122922STARSGRANT'))

*Check Summary Register©

Batch: 123022CR

		Name	Check Date	Check Amt	t end of the second of the sec
10100 Ch	necking				
27879	•	DAKOTA SUPPLY GROUP	12/30/2022	\$1,483.00	Water Plant Supplies
27880		ENGEL WATER TESTING INC.	12/30/2022	\$168.00	Water Samples
27881		DANIEL HERMANN	12/30/2022	\$150.00	Snow Removal
27882		JOSTAN SERVICES, INC.	12/30/2022	\$1,535.12	CCC Cleaning - DEC
27883		MACQUEEN EQUIPMENT INC.	12/30/2022	\$337.86	CFD Badges
27884		MN VALLEY TESTING LABS	12/30/2022	\$161.81	Water Analysis
27885		RECTECH OUTDOOR SOLUTION	12/30/2022	\$285.01	Cutting Edge
27886		XTREME ELECTRICAL INC	12/30/2022	\$1,157.19	Village Pky Street Light Repairs
			Total Checks	\$5,277.99	_
Clerk Tre	easurer				Date

FILTER: (([Act Year]='2022' and [period] in (12))) and (Source in ('123022CR'))

*Check Detail Register© Batch: 122922cr

eck#	Check Date	Vendor Name	Amount Invoi	ce Comr	nent
100 C	hecking				
2785	4 12/28/2	2 ADAM'S PEST CONTROL, I	NC		
E 1	01-45100-401	Repairs/Maint Buildings	\$114.52	3584389	Quarterly Maintenance Q4
		Total	\$114.52	=	
2785	5 12/28/2	2 AFLAC			
E 1	01-41400-130	Employer Paid Ins (GENE	\$41.52	932754	Employee Insurance December
G 1	101-21705	Aflac	\$129.66	932754	Employee Insurance December
E 6	602-49450-130	Employer Paid Ins (GENE	\$20.76	932754	Employee Insurance December
E 6	01-49400-130	Employer Paid Ins (GENE	\$20.76	932754	Employee Insurance December
		Total	\$212.70	_	
2785	6 12/28/2	2 CENTERPOINT			
E 1	01-45200-383	Gas Utilities	\$215.46		107 John Ave
	01-43100-383	Gas Utilities	\$16.80		306 Playhouse
	01-43100-383	Gas Utilities	\$477.89		304 Louis St
	01-42210-383	Gas Utilities	\$378.02		110 Louis St
		Total	\$1,088.17	_	
2785	7 12/28/2	2 COLLABORATIVE PLANNIN	NG, LLC		
	01-41910-310	Other Professional Servic	\$189.00	2022-360	General Planning
E 1	01-41910-310	Other Professional Servic	\$756.00	2022-361	Meuwissen Variance
		Total	\$945.00	=	
2785	8 12/28/2	DAKOTA SUPPLY GROUP			
	602-49450-404	Repairs/Maint Machinery/	\$2,270.44	102263652.0	Swing Flex Check Valve
		Total	\$2,270.44	_	5
2785	9 12/28/2	2 KAREN DUFF			
	101-22000	Deposits	\$50.00		Deposit Refund
	.0. ==000	Total	\$50.00	_	200000000000000000000000000000000000000
2786	0 12/28/2	2 KEVIN FAFINSKI			
	01-41400-430	Miscellaneous (GENERAL	\$185.00		Membership Refund
- '		Total	\$185.00	=	
			Ψ100.00		
2786			4- 0 = :	7.4000	DIM O II
E 1	01-43100-210	Operating Supplies (GEN	\$58.54	74062	PW Supplies
		Total	\$58.54		
2786		·			
	602-49450-216	Chemicals and Chem Pro	\$7,706.89	6357936	Aqua Hawk
	602-49450-216	Chemicals and Chem Pro	\$10.00	6359732	Chlorine
	601-49400-216	Chemicals and Chem Pro	\$30.00	6360511	Chlorine
E 6	02-49450-216	Chemicals and Chem Pro	\$3,605.61	6363998	Aqua Hawk
		Total	\$11,352.50		
2786	3 12/28/2	2 JOOS, NICK			
G 1	101-22000	Deposits	\$50.00		Depost Refund
		Total	\$50.00	-	

*Check Detail Register© Batch: 122922cr

k# C	Check Date Ve	ndor Name	Amount Invoi	ce C	comment
27864	12/28/22	LOFFLER-131511			
E 101-4	41400-404	Repairs/Maint Machinery/	\$52.94		Monthly Copier Lease Dec
		Total	\$52.94	_	7 - 1
27865	12/28/22	MELCHERT, HUBERT,SJO		105105	
	41600-304	Legal Fees	\$2,672.20	165125	General Legal
	41600-304	Legal Fees	\$15.60	165126	Data Practice Request
	41600-304	Legal Fees	\$31.20	165127	413 Paul Broken Sewer Lateral
E 101-	41600-304	Legal Fees	\$1,115.40	165128	Centerpoint Gas Franchise
E 101-	41600-304	Legal Fees	\$1,496.25	165132	Lions Park Acquisition
		Total	\$5,330.65		
27866	12/28/22	METRONET			
E 101-4	43100-320	Communications (GENER	\$174.75		Phones
		Total	\$174.75	=	
27867	12/28/22	MID COUNTY CO-OP			
	43100-212	Motor Fuels	\$2,105.42	66058	Winter Diesel
L 101-	43100-212	Total	\$2,105.42	- 00030	Willier Dieser
		Total	φ2, 105.42		
27868	12/28/22	MN VALLEY ELECTRIC CO			
E 602-	49470-381	Electric Utilities	\$76.34		2140 N Village Parkway
E 101-	43160-381	Electric Utilities	\$58.46	_	2043 Village Parkway Light
		Total	\$134.80		
27869	12/28/22	MN VALLEY TESTING LAE	ss		
E 602-	49450-311	Analysis	\$161.81	1178735	Water Analysis
		Total	\$161.81	-	
27870	12/28/22	PROPET DISTRIBUTORS I	NC.		
	45200-430	Miscellaneous (GENERAL	\$163.80	140587	Litter Pickup Dispenser and Bags
		Total	\$163.80	-	
27871	12/28/22	SACKETT			
G 101-		Deposits	\$50.00		Deposit Refund
0.0.		Total	\$50.00	-	200000000000000000000000000000000000000
			Ψ00.00		
27872	12/28/22	SAXE	A 4=		DIV. 0000 DIV. 12-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
E 101-	43100-500	Capital Outlay (GENERAL	\$47,565.55	41803	PW 2023 Pickup 1GCPDAEKXPZ142588
		Total	\$47,565.55		
27873	12/28/22	CHERYL SCHMITT			
G 101-	22000	Deposits	\$50.00		Deposit Refund
		Total	\$50.00	-	
27874	12/28/22	STORMS WELDING & MFG	G. INC		
	43100-404	Repairs/Maint Machinery/	\$99.60	63970	ATV Plow Repairs
	43100-404	Repairs/Maint Machinery/	\$748.97	63974	9 - 96" Snowwolf
_ 101-	.5100 107	Total	\$848.57	-	5 66 Gilowiton
		ioui	ψυ+υ.57		
27875	12/28/22	AMY WILLIAMS			

*Check Detail Register© Batch: 122922cr

Check #	Check Date	Vendor Name	Amount Invoi	ce	Comment
G 10	01-22000	Deposits	\$50.00		Deposit Refund
R 10	01-00000-34793	Gym Fees/Rentals	\$143.75		Cancelled due to Blizzard
G 10	01-20300	Sales Tax Payable	\$9.88		Cancelled due to Blizzard
G 10	01-20301	Sales Tax Payable - Trans	\$0.72		Cancelled due to Blizzard
		Total	\$204.35	_	
27876	12/28/2	2 XCEL ENERGY			
E 10)1-41940-381	Electric Utilities	\$15.17		PW Maintenance Bldg
E 10)1-42210-381	Electric Utilities	\$480.25		Louis Hall
E 10)1-43100-381	Electric Utilities	\$333.20		PW Facility
E 10	1-43160-381	Electric Utilities	\$1,730.65		Street Light
E 10	1-45200-381	Electric Utilities	\$125.20		Lions Park Tennis Courts
E 60	1-49400-381	Electric Utilities	\$2,867.67		2224 Naples
E 60	2-49450-381	Electric Utilities	\$5,657.76		WWTP
E 60	2-49470-381	Electric Utilities	\$533.38		Lift Stations
E 10	1-41940-381	Electric Utilities	\$83.18		701 Lake St
E 60	1-49400-381	Electric Utilities	\$257.46		Water Tower and Wells
E 10	1-45100-381	Electric Utilities	\$2,962.33		Community Center
E 10	1-43160-381	Electric Utilities	\$296.03		1108 Village Pkwy Street Light
E 10	1-45200-381	Electric Utilities	\$14.02		3002 Gold Nugget Dr
		Total	\$15,356.30	_	
27877	12/28/2	2 XTREME ELECTRICAL INC	;		
E 10)1-45100-401	Repairs/Maint Buildings	\$1,780.16	1582	Community Center Parking Light Repair 12 LED Bulbs
		Total	\$1,780.16	_	
		10100 Checking	\$90,305.97		
Fund Sum	nmary				
10100 Ch					
	ERAL FUND		37,087.09		
601 WATE			33,175.89		
602 SEWI	ER FUND		20,042.99		
		\$9	90,305.97		
Clerk Trea	asurer				 Date

*Check Detail Register© Batch: 123022CR

heck #	Check Date	Vendor Name		Amount	Invoid	e Comr	ment
0100 CI	necking						
27879	12/30/2	2 DAKOTA SUPPL	Y GROUP				
E 6	02-49450-404	Repairs/Maint Ma	achinery/	\$17	78.44	102263652.0	Water Plant Supplies
E 6	02-49450-404	Repairs/Maint Ma	-	\$1,28	80.00	102263652.0	Water Plant Supplies
E 6	02-49450-404	Repairs/Maint Ma	•	\$2	24.56	102263652.0	Water Plant Supplies
		٦	otal	\$1,48	33.00		
27880	12/30/2	2 ENGEL WATER	TESTING INC	C.			
E 6	01-49400-311	Analysis		\$16	00.86	26195	Water Samples
		٦	otal	\$16	00.86		
27881	12/30/2	2 DANIEL HERMA	NN				
E 1	01-43100-101	Wages and Salar	ies	\$15	50.00		Snow Removal
		1	otal	\$15	50.00		
27882	12/30/2	2 JOSTAN SERVI	CES, INC.				
E 1	01-45100-401	Repairs/Maint Bu		\$1,17	70.50	8693	CCC Cleaning - DEC
E 1	01-45100-223	Building Repair S	-	\$36	64.62	8693	Papertowels
		٦	otal	\$1,53	35.12		
27883	12/30/2	2 MACQUEEN EQ	UIPMENT IN	C.			
E 1	01-42230-240	Small Tools and	Minor Eq	\$33	37.86	09011	CFD Badges
		٦	otal	\$33	37.86	-	
27884	12/30/22	2 MN VALLEY TE	STING LABS				
E 6	02-49450-311	Analysis		\$16	61.81	1179779	Water Analysis
		٦	otal	\$16	31.81	-	
2788	5 12/30/22	2 RECTECH OUT	OOR SOLUT	TIONS			
E 1	01-43100-404	Repairs/Maint Ma	achinery/	\$28	85.01	9579	Cutting Edge
		٦	otal	\$28	35.01	-	
27886	12/30/22	2 XTREME ELECT	RICAL INC				
E 1	01-43100-312	Contractual Serv	ces	\$1,15	57.19	1581	Village Pky Street Light Repairs
		1	otal	\$1,15	57.19	=	
		10100	Checking	\$5,27	7.99		
und Sur	nmary						
10100 CI							
	ERAL FUND			,465.18			
601 WAT				\$168.00			
602 SEW	ER FUND		\$1,	,644.81			
			\$5	,277.99			
Clerk Tre	asurer					Da	te

City of Cologne Payroll 30-Dec-22						
Employee		EFT	\$	2,548.67 December 30, 2022 Payroll		
IRS	1094	EFT	\$	4,744.83 December 30, 2022 Payroll		
MN Department of Revenue	1095	EFT	\$	831.02 December 30, 2022 Payroll		
PERA	1096	EFT	\$	2,532.42 December 30, 2022 Payroll		
		Total	\$	20,656.94		

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION							
Organization Name: Cologne Fire Department Relief Assn License Number: 00709							
Address: P.O. Box 88, 110 Louis St W City: Cologne , MN Zip: 55322							
Chief Executive Officer (CEO) Name: Sarah Fohley Daytime Phone: 952-210-3835							
Gambling Manager Name: Jerry Eiden Daytime Phone: 612-418-0206							
GAMBLING ACTIVITY							
Twelve off-site events are allowed each calendar year not to exceed a total of 36 days. From 02 / 11 / 23 to 02 / 11 / 23 Check the type of games that will be conducted: Raffle Pull-Tabs Bingo Tipboards Paddlewheel							
GAMBLING PREMISES							
Name of location where gambling activity will be conducted: Benton Lake Street address and City (or township): Intersection of Hwy 284 & Church St, Cologne, MN Zip: 55322 County: Carver • Do not use a post office box. • If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42). Does your organization own the gambling premises? Yes If yes, a lease is not required. No If no, the lease agreement below must be completed, and signed by the lessor. LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)							
Rent to be paid for the leased area: \$0 (if none, write "0") All obligations and agreements between the organization and the lessor are listed below or attached. • Any attachments must be dated and signed by both the lessor and lessee. • This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities. • Other terms, if any: Held on lake, no ower of lake							
Lessor's Signature: Date:							
Print Lessor's Name:							
CONTINUE TO PAGE 2							

Acknowledgment by Local Unit of Government: Approval by Resolution						
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township					
City Name:	County Name:					
Date Approved by City Council:	Date Approved by County Board:					
Resolution Number:	Resolution Number:(If none, attach meeting minutes.)					
(If none, attach meeting minutes.) Signature of City Personnel:	Signature of County Personnel:					
	Title: Date Signed:					
	TOWNSHIP NAME:					
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)					
	Print Township Name:					
	Signature of Township Officer:					
	Title: Date Signed:					
CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLED	GMENT					
The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.						
I have read this application, and all information is true, accurate, stated in this application.	and complete and, if applicable, agree to the lease terms as					
	12/21/2022					
Signature of CEO (must be CEO's signature; designee may not	sign) Date					
Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032	No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.					
This publication will be made available in alternal	tive format (i.e. large print, braille) upon request.					

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

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Carver County Public Health Statewide Health Improvement Partnership (SHIP) Project Proposal

Appendix A: SHIP Project Proposal –2022-2023

This Project Proposal accompanies the Statewide Health Improvement Partnership (SHIP) Grant Agreement.

Contact Information	
Today's date	12/27/22
Organization name	City of Cologne
Name of primary contact	Jesse Dickson, City Administrator
Phone number of primary contact	(952) 466-2064
Email address of primary contact	jessed@colognemn.com
Estimated total number of people	
reached by this project	3500 +

Project Proposal Project Goal(s) In 2022, the City of Cologne partnered with Cologne's Communities of What are the goals of this project? Belonging (COB) initiative to distribute a community newsletter to residents living within city limits and in the fire district or surrounding area. The city agreed to be the fiscal agent for the new quarterly community newsletter, utilizing SHIP funds to cover costs for printing and mailing the newsletter. **About Cologne's Communities of Belonging Initiative: Vision:** Create a community culture where people are connected and know each other, care about each other, and take care of each other even if everyone does not agree on every issue; create a community that welcomes all people, at all times, and promotes care of the environment and the health and safety of all living things. Mission: Intentionally foster opportunities to connect individuals, families, and organizations living in, and serving the Cologne Community. **Objectives:** Build relationships and strengthen connections between people and places. Strengthen business presence and economic development by welcoming and fostering connections within the community. Invite and foster community engagement in resources and events. Promote equity and resilience as a healthy outcome of a community of belonging by developing and fostering community conversations.



Carver County Public Health
600 Fourth Street East
Chaska, MN 55318-2102
Phone (952) 361-1329 | Fax (952) 361-1360
public-health@co.carver.mn.us



Description

Provide a general description of the project, including the policy, system or environmental (PSE) change.

Include why this project is needed at your organization or in your community.

In 2022 the Cologne COB initiative distributed a community survey asking residents for feedback on positive aspects/community strengths related to living in Cologne, as well as areas for improvement. While many community strengths were identified, so were areas for growth, including, but not limited to, the need for better communication about what is happening in the city and surrounding area and how to get involved in community events.

Social media is a common place for accessing community-related information, however, not everyone uses social media. Twenty-five percent of survey respondents noted they do not use any social media, 16% noted little use, 28% noted some use, and 30% noted that this is their main source to learn about activities in Cologne.

As a result of the survey the COB Communications Workgroup created their first quarterly newsletter in collaboration with the City of Cologne. This project was approved by City Council and City Administrator. Volunteers from the Communications Workgroup curated content from community leaders, organizations, civic groups and others. The newsletter was mailed to all residents with additional available at local businesses and placed in newspaper racks. It was also made available online via City website and other social media channels. This multi-modal approach was designed to better ensure that all residents would have access to the newsletter.

Under this proposal, the City of Cologne would act as the fiscal agent for the creation and distribution of the first (new) community newsletter. This is a collaborative project with the Cologne COB initiative. Funding will come from Carver County SHIP, which is provided on a reimbursement basis (City pays initial costs and is reimbursed for expenses via invoice to Carver County). City staff and members of the COB communications work group will determine logistics needed to support the distribution of the newsletter to all Cologne residents. Newsletters will be pre-approved by City staff prior to distribution.

Health Equity

Describe how this project will promote the highest level of health for all in the community, especially those who have socioeconomic disadvantages. Communities of Belonging (COB) is founded on the principles and practices of diversity, equity, and inclusion. All projects will be viewed and implemented through the lens of diversity, equity, and inclusion.

Action Plan and Timeline

List the activities needed to accomplish the project and the timeline for completing them. Add mor lines as needed.

Each Action Plan must include SMART Objectives (Specific, Measurable, Attainable, Relevant, Time-Based)

Action Plan/Activities	Timeframe
Example: Survey residents to gather feedback on program goals.	October 2022
Solicit stories from the community; identify a business to highlight; create draft newsletter	January
for review by mid-January	

Go to print end of January – beginning of February	January
Print/mail/distribute social media and hard copies in local businesses and City Hall	February

Budget

Include all projected expenses, such as equipment, materials, training fees, substitute costs, curriculum, printing, etc. Add more lines as needed.

Budget Item	Brief Description	Cost (\$)	In-Kind Contributions/Description*
Example: industrial refrigerator	for storage of larger quantities of fresh produce	\$900	\$150 for labor for installation
Cologne Newsletter & distribution	Print, mail prep: 1200 copies = est. \$1200 per issue, plus postage est. \$750 = est. \$2300 per issue. Print 250 rack copies = + \$110 additional. Costs may vary due to paper/supply chain challenges and finished piece weight. Total estimate: \$2060 per issue x 4 = \$8240 annual (estimated).	Estimate \$2060.00 print/postage Plus staff time \$250+ =\$2310 (est. total)	City staff time to develop protocols and systems to support the distribution of the newsletter and time monitoring the city email for community questions and feedback on the newsletter \$250 +

Total Amount Requested: \$2,300.00 to cover estimated costs for the second Cologne Community newsletter (Cologne News and Notes).

*In-kind contributions must total 10% of the total project budget; this can include staff/volunteer time and equipment donations.

Evaluation What would indicate to you that this project was successful? SHIP requires all projects to include evaluation. Are you willing to work with SHIP staff to come up with an evaluation plan? Yes □ No How will you measure progress or	Continue to monitor written feedback from community members via city email address and word of mouth. Will work with Cologne COB to explore other potential evaluation strategies (e.g., online and/or brief community survey).
change?	
Sustainability	The City of Cologne will explore resources to pay for ongoing costs associated with the distribution of the newsletter.

What is the plan for making sure the change continues after funding ends?	The Cologne COB leadership team and work group is committed to bringing resources to sustain current and future COB projects in alignment with the vision, mission, goals and objectives and survey results (areas for growth).
Communications Who needs to know about this change –community members, clients, elected officials, etc.? How will you communicate with these groups?	The quarterly newsletter is a primary communication tool to maintain ongoing communications with leaders, elected officials, and the community at large.

Completed proposals for funding and questions can be sent to SHIP staff at SHIP@co.carver.mn.us

By signing the Project Proposal, the organization agrees to the following	g expectations:
☑ Obtain leadership support for proposed SHIP project.	
☑ Demonstrate at least a 10% in-kind match.	
Submit receipts and invoices within 30 days of purchases.	
☑ Communicate with Carver County SHIP on a regular basis throughou	t the grant cycle to provide updates, including a
final summary	
City of Cologne	Carver County Public Health
	Diane Davis, SHIP Coordinator
Signature - Jesse Dickson, City Administrator	Signature – Diane Davis, SHIP Coordinator
Date	<u>12/28/22</u> Date

COUNTY OF CARVER City of Cologne SHIP GRANT AGREEMENT

This Statewide Health Improvement Partnership (SHIP) Grant Agreement is entered into by and between the County of Carver, 600 East 4th Street, Chaska, Minnesota 55318, through Carver County Public Health, (hereafter "CCPH") and 1211 Village Pkwy, Cologne, MN 55322 (hereafter "Grantee").

CCPH has been awarded Minnesota Department of Health (MDH) SHIP funding to support activities that prevent risk factors that lead to chronic disease. This is accomplished by building the capacity of communities to increase access to healthy foods and active living, and to reduce tobacco exposure.

Criteria

Funding and SHIP resources will be provided to support sustainable policy, and systems and environmental (PSE) change. The Grantee will demonstrate a clear and significant link between SHIP resources and PSE change. The Grantee must select activities within the established settings of community, workplace, schools, and health care; this can also include child care settings and senior living facilities. Additionally, within each setting the Grantee must select preapproved activities.

Recitals

- 1. Under Minnesota Statute §145.986, CCPH is empowered to enter into this grant.
- 2. CCPH is in need of duties to carry out the provisions of Minnesota Statute § 145.986
- **3.** The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of CCPH.
- 4. Funds will be used to print and distribute a local newsletter (printing and postage/mailing).

Grant Agreement

1. Term of Grant Agreement

- **a.** Effective date: (January 1, 2023). Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to the effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement and approved Project Proposal.
- b. Expiration date: (June 30, 2023). All expenditures must occur prior to the expiration date.
- **c.** *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. Duration; 10. Audits; 11. Government Data Practices and Intellectual property; 12. Workers Compensation; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

2. Grantee's Responsibilities

- a. Submit a project proposal that clearly identifies how SHIP resources will support PSE change as detailed in Appendix A: Project Proposal.
- b. Inform SHIP staff of essential meetings and allow SHIP staff to assist as needed
- c. Provide updates on project status, such as but not limited to timelines, budget spent, and activities as requested within 5-10 business days

- d. Only purchase items/conduct the activities agreed upon in the Project Proposal or with written approval from CCPH
- e. Allow CCPH to use any product created
- f. Promote and acknowledge CCPH and SHIP support on all materials/communication using provided SHIP branding
- g. Conduct evaluation activities and provide any data that was collected
- h. Submit invoices from the Grantee institution within 30 days of purchase
 - i. Invoices must include information on:
 - 1. Bill to
 - 2. Remit to
 - 3. Detailed description of goods received/services provided including the vendor(s) and the item(s)
 - 4. Copies of the invoices for vendor(s)
 - 5. Original signed itemized receipts.
- i. Provide a final report within 30 days of the completion of the project with all required information as detailed in Appendix A (Project Proposal): Final Report.

3. CCPH's Responsibilities

- a. Support the Grantee through the agreement and project proposal process including providing information on preapproved activities and allowable and unallowable expenses
- b. Provide technical assistance to help conform projects to MDH and SHIP Grant requirements
- c. Provide feedback on the project proposal within 5-10 business days
- d. Attend essential Grantee meetings, such as quarterly advisory or committee meetings
- e. Follow the MDH guidelines established in the SHIP strategy guides, including the financial guide
- f. Provide electronic and print CCPH and MDH SHIP materials to support awareness, promotion, and other communications related to the project
- g. Approve expenses within 5-10 business days
- h. Reimburse mutually agreed upon project proposal expenditures and accompanying invoices within 45 days of receipt not to exceed \$2,300.00.
- i. Complete all necessary paperwork that is due for MDH

4. Reporting Requirements

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by CCPH as described in the Recitals, unless CCPH grants an extension in writing.

5. Time

The Grantee must comply with all the time requirements described in this grant agreement.

6. Consideration and Payment

- a. **Consideration.** CCPH will pay for all services performed by the Grantee under this grant agreement as follows:
 - i. *Compensation*. The Grantee will be paid for all activities as described in the Project Proposal performed by the Grantee during the term of the Grant up to the amount agreed upon in the Project Proposal.

ii. *Total Obligation*. The total obligation of CCPH for all compensation and reimbursements to the Grantee under this grant agreement will not exceed the amount agreed upon in the Project Proposal. CCPH reserves the right not to honor invoices or receipts that include unallowable expenses or are submitted late.

b. Payment

i. *Invoices*. CCPH will promptly pay the Grantee after the Grantee's presentation of invoices or receipts for services performed, equipment, trainings, mileage, food expenses or other items agreed upon in the Project Proposal by CCPH's authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by CCPH within the dates previously noted in "Term of Grant Agreement" in this contract. Submitted receipts must be detailed, signed, and dated; the receipt must have the items purchased in addition to the total, not just the total.

7. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to CCPH's satisfaction, as determined at the sole discretion of CCPH's Authorized Representative and in accordance with all applicable federal, county, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by CCPH to be unsatisfactory or performed in violation of federal, county, or local law.

8. Authorized Representative

CCPH's Authorized Representative is Richard Scott, 600 East 4th Street, Chaska, MN 55318, (952) 361-1500, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, CCPH's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Jesse Dickson, City of Cologne, City Administrator, 1211 Village Pkwy, Cologne, MN 55322. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify CCPH.

9. Assignment, Amendments, Waiver, and Grant Agreement Complete

- **a.** Assignment. The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of CCPH and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- **b.** *Amendments.* Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- **c.** *Waiver.* If CCPH fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- **d.** *Grant Agreement Complete*. This grant agreement contains all negotiations and agreements between CCPH and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

10. Liability

The <u>Grantee</u> shall indemnify, hold harmless and defend CCPH, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which CCPH, its officers or employees may hereafter sustain, incur or be required to pay, for injury or damages that occur as a result of the use equipment, materials, or any other services purchased with SHIP funding or harms stemming arising out of any defects in the product or by reason of any act or omission of <u>Grantee</u>, its agents, servants or employees, in the execution, performance, or failure to adequately perform <u>Grantee's</u> obligations pursuant to this agreement.

CCPH's liability under this agreement shall be governed Responsibility will be pursuant to Minnesota Statute § 466.03.

11. Duration

This Grant Agreement is at-will and may be modified in writing by mutual consent of authorized officials from CCPH and the Grantee.

12. Audits

This agreement is covered by the Minnesota Data practices act. Pursuant to Minn. Stat. §16C.05, subd. 5, the *Grantee* agrees that CCPH, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CCPH and involve transactions relating to this Agreement. *The Grantee* agrees to maintain these records for a period of six years from the date of termination of this Agreement.

13. Government Data Practices and Intellectual Property

a. Government Data Practices. The Grantee and CCPH must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by CCPH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or CCPH.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify CCPH. CCPH will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

14. Worker's Compensation

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered CCPH employees. Any claims that may arise under the Minnesota Workers'' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the CCPH's obligation or responsibility.

15. Publicity and Endorsement

- a. *Publicity*. Any publicity regarding the subject matter of this grant agreement must identify CCPH as the sponsoring agency and must not be released without prior written approval from the CCPH's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
- b. *Endorsement*. The Grantee must not claim that CCPH endorses its products or services.

16. Governing Law

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

17. Accessibility: Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at http://www.access-board.gov.

18. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

- **a.** The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- **b.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

19. Monitoring

If the grant is over \$50,000, CCPH's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

20. Termination

Termination by CCPH. CCPH may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CCPH, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby. Acceptance of the terms of this agreement is acknowledged by the following signatures of the Authorized Representatives.

City of Cologne	Carver County Public Health	
Signature /Date	Signature/Date	
Jesse Dickson, City Administrator	Richard Scott, Deputy Division Director of	
City of Cologne	Health and Human Services and CHS Administrator	



CITY OF COLOGNE RESOLUTION NO. 23-01

A RESOLUTION TO APPROVE THE SHIP GRANT AGREEMENT FROM CARVER COUNTY PUBLIC HEALTH FOR ITS COMMUNITIES OF BELONGING PROGRAM

WHEREAS, Carver County Public Health ("CCPH"), through its "Communities of Belonging" program ("COB"), distributes grant money from the State of Minnesota allocated through the Statewide Health Improvement Partnership ("SHIP") program; and

WHEREAS, CCPH has provided the City of Cologne (the "City") with a SHIP Grant Agreement that will allocate \$2,300 to the City in support of the COB program for use in creating and distributing a newsletter regarding City news and events within the City Fire District boundary; and

WHEREAS, CCPH requires that 10% of the \$2,300 grant, be matched by the City in like-kind contributions through City staff time and City resources; and

WHEREAS, Pursuant to the grant from CCPH, the newsletter must be reviewed and approved by City staff before it is distributed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cologne, that the SHIP Grant Agreement is approved.

Adopted by the City Council of the City of Cologne, Minnesota, this 3rd day of January, 2023

ATTEST:		Matt Lein, Mayor	
Michelle Morrison City Clerk			
M/	Lein	Kells	
S/	Szaroletta	Bruss	