

# **City Council Special Meeting Agenda**

Tuesday, January 9, 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 28, 29 and 30 2022 Check Register
- b. January 9, 2023 Check Register
- c. December 19, 2022 City Council Minutes

- d. January 6, 2023 Special Meeting Minutes
- e. December 30, 2022 Payroll Summary
- f. Approve Annual Appointments for 2023
- g. Pheasants Forever Gambling Permit App February 25, 2023
- h. Resolution 23-1 Approving SHIP Grant Q1 Newsletter
- 7. NEW COUNCIL BUSINESS
- 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

#### \*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 \$100,000.00	_Carver County CGPI 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	
10100	Checking				
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 Treasurer

Date

 $\label{eq:FILTER: (([Act Year]='2022' and [period] in (12))) and (Source in ('123022CR'))$ 

# \*Check Detail Register© Batch: 122922cr

	king				
	12/28/22		•		
7854 = 101_4	12/28/22	ADAM'S PEST CONTROL, INC Repairs/Maint Buildings	\$ \$114.52	3584389	Quarterly Maintenance Q4
L 101-4	100-401	Total	\$114.52	0004009	
		ιυιαι	φ114.3Z		
855	12/28/22	AFLAC			
E 101-4	1400-130	Employer Paid Ins (GENE	\$41.52	932754	Employee Insurance December
G 101-2	21705	Aflac	\$129.66	932754	Employee Insurance December
E 602-4	19450-130	Employer Paid Ins (GENE	\$20.76	932754	Employee Insurance December
E 601-4	19400-130	Employer Paid Ins (GENE	\$20.76	932754	Employee Insurance December
		Total	\$212.70		
7856	12/28/22	CENTERPOINT			
E 101-4	15200-383	Gas Utilities	\$215.46		107 John Ave
E 101-4	13100-383	Gas Utilities	\$16.80		306 Playhouse
E 101-4	13100-383	Gas Utilities	\$477.89		304 Louis St
E 101-4	12210-383	Gas Utilities	\$378.02		110 Louis St
		Total	\$1,088.17		
7857	12/28/22	COLLABORATIVE PLANNING	, LLC		
	1910-310	Other Professional Servic	\$189.00	2022-360	General Planning
E 101-4	1910-310	Other Professional Servic	\$756.00		Meuwissen Variance
		Total	\$945.00	_	
858	12/28/22	DAKOTA SUPPLY GROUP			
E 602-4	19450-404	Repairs/Maint Machinery/	\$2,270.44	102263652.0	Swing Flex Check Valve
		Total	\$2,270.44	_	
859	12/28/22	KAREN DUFF			
G 101-2	22000	Deposits	\$50.00		Deposit Refund
		Total	\$50.00	_	
860	12/28/22	KEVIN FAFINSKI			
101-4	1400-430	Miscellaneous (GENERAL	\$185.00		Membership Refund
		Total	\$185.00		-
361	12/28/22	FASTENAL COMPANY			
	13100-210	Operating Supplies (GEN	\$58.54	74062	PW Supplies
		Total	\$58.54		
862	12/28/22	HAWKINS, INC			
	19450-216	Chemicals and Chem Pro	\$7,706.89	6357936	Aqua Hawk
	19450-216	Chemicals and Chem Pro	\$10.00		Chlorine
	19400-216	Chemicals and Chem Pro	\$30.00		Chlorine
	19450-216	Chemicals and Chem Pro	\$3,605.61	6363998	Aqua Hawk
E 601-4			-	_	1
E 601-4		Total	\$11,352.50		
E 601-4 E 602-4			\$11,352.50		
E 601-4	12/28/22	Total JOOS, NICK Deposits	\$11,352.50 \$50.00		Depost Refund

# \*Check Detail Register© Batch: 122922cr

27864	12/28/22	LOFFLER-131511			
E 101-4	41400-404	Repairs/Maint Machinery/	\$52.94		Monthly Copier Lease Dec
		Total	\$52.94		
27865	12/28/22	MELCHERT, HUBERT, SJODIN			
	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
	41600-304	Legal Fees	\$1,115.40	165128	Centerpoint Gas Franchise
	41600-304	Legal Fees	. ,	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-	+5100-212	Total	\$2,105.42	00030	Winter Dieser
		Total	φ2,103.42		
27868	12/28/22	MN VALLEY ELECTRIC COOP	ERATIVE		
	49470-381	Electric Utilities	\$76.34		2140 N Village Parkway
E 101-4	43160-381	Electric Utilities	\$58.46		2043 Village Parkway Light
		Total	\$134.80		
27869	12/28/22	MN VALLEY TESTING LABS			
E 602-4	49450-311	Analysis	\$161.81	1178735	Water Analysis
		Total	\$161.81		
27870	12/28/22	PROPET DISTRIBUTORS INC.			
E 101-4	45200-430	Miscellaneous (GENERAL	\$163.80	140587	Litter Pickup Dispenser and Bags
		Total	\$163.80		
27871	12/28/22	SACKETT			
G 101-	22000	Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
27872	12/28/22	SAXE			
E 101-4	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. IN	IC		
E 101-4	43100-404	Repairs/Maint Machinery/	\$99.60	63970	ATV Plow Repairs
E 101-4	43100-404	Repairs/Maint Machinery/	\$748.97	63974	9 - 96" Snowwolf
		Total	\$848.57		

# \*Check Detail Register© Batch: 122922cr

neck #	Check Date Ve	endor Name	Amount Invo	nce	Comment
G 1	01-22000	Deposits	\$50.00	)	Deposit Refund
R 10	01-00000-34793	Gym Fees/Rentals	\$143.75	5	Cancelled due to Blizzard
G 1	01-20300	Sales Tax Payable	\$9.88	5	Cancelled due to Blizzard
G 1	01-20301	Sales Tax Payable - Trans	\$0.72	2	Cancelled due to Blizzard
		Total	\$204.35	; ;	
27876	12/28/22	XCEL ENERGY			
E 10	01-41940-381	Electric Utilities	\$15.17	,	PW Maintenance Bldg
E 10	01-42210-381	Electric Utilities	\$480.25	5	Louis Hall
E 10	01-43100-381	Electric Utilities	\$333.20	)	PW Facility
E 10	01-43160-381	Electric Utilities	\$1,730.65	5	Street Light
E 10	01-45200-381	Electric Utilities	\$125.20	)	Lions Park Tennis Courts
E 60	01-49400-381	Electric Utilities	\$2,867.67	,	2224 Naples
E 60	02-49450-381	Electric Utilities	\$5,657.76	;	WWTP
E 60	02-49470-381	Electric Utilities	\$533.38	5	Lift Stations
E 10	01-41940-381	Electric Utilities	\$83.18	5	701 Lake St
E 60	01-49400-381	Electric Utilities	\$257.46	5	Water Tower and Wells
E 10	01-45100-381	Electric Utilities	\$2,962.33	5	Community Center
E 10	01-43160-381	Electric Utilities	\$296.03	5	1108 Village Pkwy Street Light
E 10	01-45200-381	Electric Utilities	\$14.02	2	3002 Gold Nugget Dr
		Total	\$15,356.30		
27877	12/28/22	XTREME ELECTRICAL INC			
E 10	01-45100-401	Repairs/Maint Buildings	\$1,780.16	1582	Community Center Parking Light Repair 12 Ll Bulbs
		Total	\$1,780.16	1	
		10100 Checking	\$90,305.97		
und Sun	nmary				
<u>10100</u> Ch	necking				
101 GEN	ERAL FUND	\$67	,087.09		
601 WAT	ER FUND	\$3	,175.89		
602 SEW	ER FUND	\$20	,042.99		
			,305.97		

Clerk Treasurer

Date

# \*Check Detail Register© Batch: 123022CR

Checkins				
Checking				
<b>27879</b> 12/30/22	DAKOTA SUPPLY GROUP			
E 602-49450-404	Repairs/Maint Machinery/	\$178.44		Water Plant Supplies
E 602-49450-404	Repairs/Maint Machinery/	\$1,280.00		Water Plant Supplies
E 602-49450-404	Repairs/Maint Machinery/	\$24.56	_ 102263652.0	Water Plant Supplies
	Total	\$1,483.00		
<b>27880</b> 12/30/22	ENGEL WATER TESTING INC	D.		
E 601-49400-311	Analysis	\$168.00	26195	Water Samples
	Total	\$168.00		
<b>27881</b> 12/30/22	DANIEL HERMANN			
E 101-43100-101	Wages and Salaries	\$150.00		Snow Removal
	Total	\$150.00		
<b>27882</b> 12/30/22	JOSTAN SERVICES, INC.			
E 101-45100-401	Repairs/Maint Buildings	\$1,170.50	8693	CCC Cleaning - DEC
E 101-45100-223	Building Repair Supplies	\$364.62	8693	Papertowels
	Total	\$1,535.12	12	
<b>27883</b> 12/30/22	MACQUEEN EQUIPMENT IN	C.		
E 101-42230-240	Small Tools and Minor Eq	\$337.86	09011	CFD Badges
	Total	\$337.86		
<b>27884</b> 12/30/22	MN VALLEY TESTING LABS			
E 602-49450-311	Analysis	\$161.81	1179779	Water Analysis
	Total	\$161.81		
27885 12/30/22	RECTECH OUTDOOR SOLU	TIONS		
E 101-43100-404	Repairs/Maint Machinery/	\$285.01	9579	Cutting Edge
	Total	\$285.01		
<b>27886</b> 12/30/22	XTREME ELECTRICAL INC			
E 101-43100-312	Contractual Services	\$1,157.19	1581	Village Pky Street Light Repairs
	Total	\$1,157.19		
	10100 Checking	\$5,277.99		
Summary				
00 Checking				
GENERAL FUND		465.18		
WATER FUND		168.00		
SEWER FUND	\$1	644.81		
	\$5	,277.99		

#### \*Check Summary Register©

Batch: 010922CR

		Name	Check Date	Check Amt	
10100	Checking				
27887	-	JEFF BESSIRE	1/9/2022	\$50.00	Depoist Refund
27888		BROADBAND CORP	1/9/2022	\$24.95	WWTP Internet Jan
27889		CARVER COUNTY	1/9/2022	\$360.00	Fiber Optic Connection
27890		JOEL CIACCIO	1/9/2022	\$146.64	Full Cancellation
27891		DWK CLEAN WATER SERVICES,	1/9/2022	\$1,080.00	WWTP Monthly Water Testing - Dec
27892		ECM PUBLISHERS, INC.	1/9/2022	\$64.80	Publish Resolution No 22-35
27893		GOPHER STATE ONE-CALL (INC)	1/9/2022	\$37.80	Locates - Dec
27894		HEALTH PARTNERS	1/9/2022	\$4,437.36	Employee Medical and Dental Insurance - Janu
27895		LEAGUE OF MINNESOTA CITIES	1/9/2022	\$2,530.00	Annual Dues
27896		MN STATE FIRE DEPARTMENT A	1/9/2022	\$290.00	Annual Dues
27897		MN VALLEY ELECTRIC COOPER	1/9/2022	\$281.60	Street Light Account
27898		NCPERS Group Life Ins	1/9/2022	\$96.00	Employee Life Insurance - January
27899		LAURIE NOENNIG	1/9/2022	\$50.00	Deposit Refund
27900		NUVERA COMMUNICATIONS INC	1/9/2022	\$128.72	Fitness Center Cable TV Jan
27901		PABICH, ROSE	1/9/2022	\$50.00	Deposit Refund
27902		SECURITY BANK	1/9/2022	\$75,460.00	2021A
27903		SECURITY CARD MEMBER SERV	1/9/2022	\$847.01	Monthly Adobe Subscription
27904		SUMMIT FIRE PROTECTION	1/9/2022	\$367.00	Fire Alarm Monitoring
27905		TRAFFIC LOGIX CORP	1/9/2022	\$1,075.00	Annual Maintenance
27906		TWIN CITIES & WESTERN RAILR	1/9/2022	\$600.00	Annual Fee for Utility Crossing
		1	Total Checks	\$87,976.88	_

**Clerk Treasurer** 

Date

FILTER: (([Act Year]='2023' and [period] in (1))) and (Source in ('010922CR'))

# \*Check Detail Register© Batch: 010922CR

0 Checking				
<b>27887</b> 01/09/22	JEFF BESSIRE	<b>.</b>		
G 101-22000	Deposits	\$50.00	-	Depoist Refund
	Total	\$50.00		
<b>27888</b> 01/09/22	BROADBAND CORP			
E 602-49450-320	Communications (GENER	\$24.95		WWTP Internet Jan
	Total	\$24.95	-	
<b>27889</b> 01/09/22	CARVER COUNTY			
E 601-48930-207	Computer Software/Hardw	\$200.00	3227	Annual Maintenance Billing
E 101-43100-320	Communications (GENER	\$40.00	3241	Fiber Optic Connection
E 101-42210-320	Communications (GENER	\$40.00	3241	Fiber Optic Connection
E 101-45100-320	Communications (GENER	\$40.00	3241	Fiber Optic Connection
E 601-49400-320	Communications (GENER	\$40.00	3241	Fiber Optic Connection
	Total	\$360.00		
<b>27890</b> 01/09/22	JOEL CIACCIO			
G 101-22000	Deposits	\$50.00		Deposit Refund
R 101-00000-34793	Gym Fees/Rentals	\$90.00		Full Cancellation
G 101-20300	Sales Tax Payable	\$6.19		Full Cancellation
G 101-20301	Sales Tax Payable - Trans	\$0.45		Full Cancellation
0.00.2000	Total	\$146.64	-	
<b>27891</b> 01/09/22	DWK CLEAN WATER SERV			
E 602-49450-312	Contractual Services	\$1,080.00	1222	WWTP Monthly Water Testing - Dec
	Total	\$1,080.00		·····g
<b>27892</b> 01/09/22	ECM PUBLISHERS, INC.			
E 101-41400-350	Print/Publications (GENE	\$64.80	926829	Publish Resolution No 22-35
	Total	\$64.80	_	
<b>27893</b> 01/09/22	GOPHER STATE ONE-CALI	(INC)		
E 101-43100-310	Other Professional Servic	\$37.80	2120308	Locates - Dec
	Total	\$37.80		
<b>27894</b> 01/09/22	HEALTH PARTNERS			
G 101-21706	Health/Dental Ins	\$4,437.36		Employee Medical and Dental Insurance - Jai
0 101 21100	Total	\$4,437.36	-	
<b>27895</b> 01/09/22	LEAGUE OF MINNESOTA O	ITIES		
E 101-41400-433	Dues and Subscriptions	\$30.00		Mayor Dues
E 101-41400-433	Dues and Subscriptions	\$2,500.00	366089	Annual Dues
L 101-41400-400	Total	\$2,530.00	300009	
<b>27896</b> 01/09/22	MN STATE FIRE DEPARTM	ENT ASSOC		
E 101-42200-433	Dues and Subscriptions	\$290.00		Annual Dues
L 101-42200-433	Total	\$290.00	-	
<b>27897</b> 01/09/22	MN VALLEY ELECTRIC CO			
CLOBI UUUUU//		VEENALIVE		

# \*Check Detail Register© Batch: 010922CR

		Tatal			
		Total	\$281.60		
27898	01/09/22	NCPERS Group Life Ins			
E 101-4	41400-130	Employer Paid Ins (GENE	\$48.00		Employee Life Insurance - January
E 601-4	19400-130	Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
E 602-4	19450-130	Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
E 101-4	43100-130	Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
		Total	\$96.00		
27899	01/09/22	LAURIE NOENNIG			
G 101-2	22000	Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
27900	01/09/22	NUVERA COMMUNICATIONS	INC		
E 101-4	15100-433	Dues and Subscriptions	\$128.72		Fitness Center Cable TV Jan
		Total	\$128.72		
27901	01/09/22	PABICH, ROSE			
G 101-2	22000	Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
27902	01/09/22	SECURITY BANK			
E 335-4	17000-601	Debt Srv Bond Principal	\$70,000.00		2021A
E 335-4	47000-610	Interest	\$5,460.00		2021A Interest
		Total	\$75,460.00		
27903	01/09/22	SECURITY CARD MEMBER S	ERVICE		
E 101-4	1400-207	Computer Software/Hardw	\$54.73		Monthly Adobe Subscription
E 101-4	13100-401	Repairs/Maint Buildings	\$192.82		PW Supplies Home Depot filters/PVC strip
E 101-4	15200-430	Miscellaneous (GENERAL	\$27.91		Tissue Roll Dispenser
E 601-4	19400-311	Analysis	\$56.09		Mail Water Samples
E 101-4	13100-430	Miscellaneous (GENERAL	\$59.99		Reflective Stakes
E 101-4	1400-200	Office Supplies (GENERA	\$52.30		City Office Supplies
E 101-4	1400-200	Office Supplies (GENERA	\$8.35		City Office Supplies
E 101-4	45100-210	Operating Supplies (GEN	\$180.45		Picklenet
E 101-4	15100-210	Operating Supplies (GEN	\$63.53		Fitness Center Wipes
E 101-4	45100-210	Operating Supplies (GEN	\$18.65		Tape for Piclkeball Court
E 601-4	18930-210	Operating Supplies (GEN	\$13.74		Well Heater Thermostat
	41400-200	Office Supplies (GENERA	\$7.75		Ink Stamp
E 101-4	43100-401	Repairs/Maint Buildings	\$57.92		Shop Bulb Replacement
E 101-4	45100-210	Operating Supplies (GEN	\$52.78		CCC Christmas Tree Lights
		Total	\$847.01		J. J
27904	01/09/22	SUMMIT FIRE PROTECTION			
E 101-4	15100-401	Repairs/Maint Buildings	\$367.00	192017829	Fire Alarm Monitoring
		Total	\$367.00		-
27905	01/09/22	TRAFFIC LOGIX CORP			
	15100 401	Repairs/Maint Buildings	\$1,500.00	192017829	Annual Maintenance
E 101-4	45100-401	rtepans/maint Dunungs	ψ1,000.00	102011020	

# \*Check Detail Register© Batch: 010922CR

endor Name	Amount Invoid	e Comment	
Total	\$1,075.00		
TWIN CITIES & WESTERN F	RAILROAD		
Contractual Services	\$600.00	900398 Annual Fee for Utili	y Crossing
Total	\$600.00		
10100 Checking	\$87,976.88		
\$11	1,070.10		
\$75	5,460.00		
	\$325.83		
\$1	1,120.95		
\$87	7,976.88		
		\$1,120.95 \$87,976.88	

**Clerk Treasurer** 

Date



# **City Council Meeting Minutes**

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

## Vision Statement

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

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

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

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

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 4<sup>th</sup> 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 3<sup>rd</sup>, 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 3<sup>rd</sup> 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

# **City Council Special Meeting Minutes**

January 6, 2023 - 8:30 AM

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

The meeting was called to order at 8:30 AM. Mayor Lein and Councilmembers Kells and Szaroletta were present. Also present: City Clerk – Michelle Morrison.

#### 2. COUNCIL BUSINESS

a. Approve CFDRA Gambling Permit Application for 2-11-23 Motion by Councilmember Kells to approve the Gambling Permit Application for the Cologne Fire Department Relief Association Ice Cribbage Tournament on February 11, 2023, second by Councilmember Szaroletta. Motion carried 3-0.

## b. Approve CFDRA Temporary Liquor License for 2-11-23

Motion by Councilmember Szaroletta to approve the Temporary Liquor License Application for the Cologne Fire Department Relief Association Ice Cribbage Tournament on February 11, 2023, second by Mayor Lein. Motion carried 3-0.

#### 3. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:35 AM, second by Councilmember Kells. Motion carried 3-0.

Respectfully Submitted:

Attest:

Michelle Morrison, City Clerk

Matt Lein, Mayor

City of Cologne Payroll 30-Dec-22						
Employee		EFT	\$	12,548.67	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		

City of Cologne Appointments	2023
Official Depositories	Old National, Security Bank, Citizens State Bank-NYA, 4M Fund
Official Newspaper	Norwood News & Times
Acting Mayor	Sarah Bruss
Watershed Representative	Carol Szaroletta
Parks & Streets	Matt Lein & Nathan Kells
Emergency Management Dir	Matt Lein
Planning Commission Liaison	Carol Szaroletta
Weed Inspector	Brian Vos
Health Clinic	Lakeview Clinic
Auditor	Abdo thru FY 2023
Building Inspector	Metro West Inspections
City Attorney	Melchert, Hubert, & Sjodin
City Planner	Collaborative Planning
City Engineer	Bolton & Menk
Fire Chief	Chad Vos
1st Assistant Chief	Brian Loscheider
2nd Assistant Chief	Vacant
Personnel Committee	Rachel Lenzen & Sarah Bruss
Chairperson of Planning	Bernie Shambour
Commission - term ends 12/31/2023	
Vice Chairperson of Planning	Jenn Brewington
Commission - term ends 12/31/2023	Joini Diewington
Cologne Fire Department Relief	Jesse Dickson/Matt Lein
Association/Trustee	
Glad Days Committee Member	Rachel Lenzen
<b>Communities of Belonging Liason</b>	Nathan Kells
<b>Cologne Community Gardens Liaso</b>	Matt Lein

Christmas in the Park Liason	Matt Lein
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#### MINNESOTA LAWFUL GAMBLING LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit	Application Fee (non-refundable)
organization that: • conducts lawful gambling on five or fewer days, and • awards less than \$50,000 in prizes during a calendar	Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b> ; otherwise the fee is <b>\$150</b> .
year. If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to	Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite
your county by calling 651-539-1900.	service, nor are telephone requests for expedited service accepted.
ORGANIZATION INFORMATION	
Organization Name: Pheasants Forever Carver Co. Chapter 117	Previous Gambling Permit Number: X-03866-22-014
Minnesota Tax ID	Federal Employer ID
Number, if any: 29354	Number (FEIN), if any: <u>41-1429149</u>
Mailing Address: c/o James Conway	
City: Shakopee State: Mi	Zip: 55379 County: Carver
Name of Chief Executive Officer (CEO): John Wartman	
CEO Daytime Phone: 952-221-5802 CEO Email:	jbwartman@gmail.com
Email permit to (if other than the CEO): jconway@jmwlaw.	(permit will be emailed to this email address unless otherwise indicated below COM
NONPROFIT STATUS	com
Type of Nonprofit Organization (check one):  Fraternal Religious Ve	terans Other Nonprofit Organization
Attach a copy of one of the following showing proof of n	
(DO NOT attach a sales tax exempt status or federal employer	
A current calendar year Certificate of Good Standin Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Divis 60 Empire Drive, Suite 100	sion Secretary of State website, phone numbers: www.sos.state.mn.us
St. Paul, MN 55103  St. Paul, MN 55103  IRS income tax exemption (501(c)) letter in your of Don't have a copy? To obtain a copy of your federal IRS toll free at 1-877-829-5500.	651-296-2803, or toll free 1-877-551-6767 organization's name I income tax exempt letter, have an organization officer contact the
✓ IRS - Affiliate of national, statewide, or internation	
If your organization falls under a parent organizatio	n, attach copies of <u>both</u> of the following: nonprofit 501(c) organization with a group ruling; and
<ol> <li>It's letter showing your parent organization is a</li> <li>the charter or letter from your parent organization</li> </ol>	
GAMBLING PREMISES INFORMATION	
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):	Cologne Community Center
Physical Address (do not use P.O. box): 1211 Village Pkwy,	Cologne, MN 55322
Check one:	
City: Cologne	Zip: <u>55322</u> County: <u>Carver</u>
Township:	Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing)	): 2/25/2023
Check each type of gambling activity that your organization will	I conduct:
Bingo Paddlewheels Pull-Tabs	Tipboards 🖌 Raffle
from a distributor licensed by the Minnesota Gambling Control devices may be borrowed from another organization authorize	oards, paddlewheels, pull-tabs, and tipboards must be obtained Board. EXCEPTION: Bingo hard cards and bingo ball selection d to conduct bingo. To find a licensed distributor, go to
www.mn any/ach and click on Distributors under the list	AF Liconcooc tob or Coll 651-520-1000

LG220 Application for Exempt Permit

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11/17 Page 2 of 2

Gambling Control Board.       Signature of Township Officer:         Title:	r		
for a gambling premises located within dry limits         The application is acknowledged with no walting period. The application is acknowledged with a 30-day walting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).         The application is acknowledged with a 30-day walting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).         The application is denied.         Print City Name:       Cologne         Signature of City Personnel:       Signature of County Personnel:         Title:       Date:         The city or county must sign before submitting application to the Gambling Control Board.       Title:         The city or county must sign before submitting application to the Gambling Control Board.       Title:         The city or county must sign before submitting application to the Gambling Control Board.       Title:       Date:         CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)       Title:       Date:       Date:         The information provided in this application for:       Citylature must be CEO's signature;       Date:       I all 31 all 32         Chief Executive Officer's Signature;       Citylature must be CEO's signature;       Asia application fee (non-refundable).       The application fee (s 100; otherwise for non-refundable).         Print Townsiby Rame:       Signature of non-refundable).       Date:       I all 31 all 32.         CHIEF Executi	LOCAL UNIT OF GOVERNMENT ACKNOWLEDGME the Minnesota Gambling Control Board)	ENT (required before submitting application to	
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.       The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.         The application is denied.       The application is denied.         Print Cly Name: Cologne       Signature of Cluty Personnel:         Title:       Date:         The citry or county must sign before submitting application to the Gambling Control Board.       Signature of Township Name:         Signature of Township Name:       Signature of Township Name:         Signature of Township Name:       Date:         Chief Executive OFFICER'S SIGNATURE (required)         The information provided in this application to the gand/utilin to days of the event date.         Chief Executive Officer's Signature'       Complete a separate application for:         • all gambling conducted on two or more consecutive days: of the semed tay.         • all gambling conducted on one day.         Chief Executive Officer's Time and leaves the semed tay.         • all gambling conducted on one day.         • al	for a gambling premises	for a gambling premises located in a township	
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Gambling Control Board.       Print Township Name:         Signature of Township Officer:		On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or	
Signature of Township Officer:         Title:		Print Township Name:	
CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)         The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.         Chief Executive Officer's Signature:		Signature of Township Officer:	
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Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).Call the Licensing Section of the Gambling Control Board at 651-539-1900.Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information, the Board may not be able to information, the Board may not be able to information, the Board may not be able to information, the Board may not be able to information sequence, may refuse to issue a permit. If your organization supplies the Information if your organization supplies the Informationand reports for applications. Your organization and address will be public information provided will be private data about your organization until the poublic. If the Board does not issue a permit, address which will remain public. Private data about your organization are available to Board staff whose work requiresmembers, Board staff whose work requiresmembers, Board staff whose work requires	gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control	1711 West County Road B, Suite 300 South	
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This form will be made available in alternative format (i.e. large print, braille) upon request.			

# 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 4<sup>th</sup> 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).

#### 1. Term of Grant Agreement

## **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 4<sup>th</sup> Street, Chaska, MN 55318<u>,</u> (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 <u>http://www.access-board.gov</u>.

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

## 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	
<b>Project Goal(s)</b> What are the goals of this project?	<ul> <li>In 2022, the City of Cologne partnered with Cologne's Communities of 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.</li> <li>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.</li> <li>Mission: Intentionally foster opportunities to connect individuals, families,</li> </ul>
	<ul> <li>and organizations living in, and serving the Cologne Community.</li> <li>Objectives:         <ul> <li>Build relationships and strengthen connections between people and places.</li> <li>Strengthen business presence and economic development by welcoming and fostering connections within the community.</li> <li>Invite and foster community engagement in resources and events.</li> <li>Promote equity and resilience as a healthy outcome of a community of belonging by developing and fostering</li> </ul> </li> </ul>



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 www.co.carver.mn.us



Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health

Description	In 2022 the Cologne COB initiative distributed a community survey asking
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	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.
community.	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.
<b>Health Equity</b> 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. <b>Total</b> <i>estimate</i> : \$2060 <b>per issue x 4 = \$8240</b> <b>annual (estimated).</b>	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.

<b>Evaluation</b> What would indicate to you that this project was successful?	Continue to monitor written feedback from community members via city email address and word of mouth.
SHIP requires all projects to include evaluation. Are you willing to work with SHIP staff to come up with an evaluation plan? Ø Yes Ø No	Will work with Cologne COB to explore other potential evaluation strategies (e.g., online and/or brief community survey).
How will you measure progress or 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 expectations:

☑ Obtain leadership support for proposed SHIP project.

 $\boxtimes$  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 throughout 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



#### 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 \_\_\_\_\_

 Szaroletta \_\_\_\_\_\_
 Bruss \_\_\_\_\_

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