



City Council Meeting Agenda

Monday, April 17, 2023 7:00 PM

Cologne Community Center, 1211 Village Parkway

Vision Statement

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

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

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

- 1. CALL MEETING TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
- 5. ADOPT CONSENT AGENDA**

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

- a. April 3, 2023 City Council Minutes
- b. April 10, 2023 Special Meeting Minutes
- c. April 17, 2023 Check and EFT Summary
- d. April 11, 2023 Payroll Summary
- e. Pitney Bowes Postage Machine Lease Renewal
- f. Inn Town Liquor License Renewal

6. NEW COUNCIL BUSINESS

- a. Cologne Fire & Rescue Department Extrication Equipment Purchase
- b. Roger Storms – Community Garden Presentation
- c. Call Franchise Agreement Public Hearing May 15, 2023
- d. Park Street Public Lobbying Proposal
- e. On-sale Liquor License Fee Waiver Request

7. BOARD REPORTS

- a. March 2023 Sheriff's Report

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

CALENDAR OF EVENTS/MEETINGS

April 29	Saturday	CFDRA Steak Fry
May 1	Monday	6:00PM Planning Commission Meeting
May 1	Monday	7:00PM City Council Meeting



City Council Meeting Minutes

Monday, April 3, 2023 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, and Szaroletta were present. Also present were City Administrator Jesse Dickson, and City Clerk Michelle Morrison. Councilmember Lenzen was absent.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion by Councilmember Szaroletta to adopt the agenda, second by Councilmember Bruss. Motion carried 4-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

5. ADOPT CONSENT AGENDA

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

- a. **March 20, 2023 City Council Minutes**
- b. **April 3, 2023 Check and EFT Payment Register**
- c. **March 28, 2023 Payroll Summary**
- d. **Q1 Cologne Fire Department Payroll Summary**
- e. **Republic Services Haulers License Renewal**
- f. **Waste Management Haulers License Renewal**

Motion by Councilmember Kells to approve the consent agenda, second by Councilmember Bruss. Motion carried 4-0.

6. NEW COUNCIL BUSINESS

a. Resolution 23-07 Ordering Improvements

Jake Saulsbury from Bolton Menk reviewed the steps taken to date regarding the Benton Creek Area Improvement including optional work involving parking lot improvements and utility services at Marion Field, utility services to a vacant lot at 1307 Benton Creek Ave and Benton Lake Outlet Improvements. After discussion, Councilmember Kells made a motion to approve Resolution 23-07 Ordering Improvements with all the optional work, second by Councilmember Szaroletta. Motion carried 4-0

b. Comcast Cologne Presentation

Meghan Shea of Comcast reviewed the proposed network expansion into the city offering cable tv, internet and security services. Work would like to start as soon as possible. Next steps would be a public hearing and approval of a franchise agreement.

c. Cologne Baseball Association 2023 Improvements Request

Jason Kuerschner and Mark Eggers reviewed the history of improvements at Fritz Field and proposed improvements including a new outfield fence and batting cage upgrades. The projected cost for the improvements is \$100,000 and the Association would like the city to share half the cost of the project. The City would pay the entire cost upfront and the Association would reimburse the City over 3-4 years. The City will need current estimates from at least two different entities before moving forward. Mr. Kuerschner asked if the issue of getting internet up to Fritz field had been resolved as the intent was to stream the games but needed at least 2 gig minimum to do so. Administrator Dickson will investigate the possibility and bring information back to the Council.

d. Resolution 23-08 Approving Advertisement for Utility Billing Clerk/Administrative Assistant

- i. **Utility Billing Clerk/Administrative Assistant Job Description**

Administrator Dickson advised that the current utility billing clerk intends to retire at the end of June and would like to begin the interviewing and hiring process. Motion by Councilmember Bruss to approve Resolution 23-08 Approving Advertisement for Utility Billing Clerk/Administrative Assistant, second by Councilmember Kells. Motion carried 4-0.

e. 2023 Strategic Plan

The Council reviewed the 2023 Strategic Plan document as prepared by WSB. It was agreed that the first two discussions around Financial Policy and Reserve Fund Policy would be addressed at a Workshop to be held from 6-7 pm prior to the April 17 City Council meeting.

7. BOARD REPORTS

Administrator Dickson updated the Council on the tanker purchase, the Lions Park meeting and discussion on allowing chickens in the city limits. After discussion, it was agreed that the issue of allowing chickens should be brought to the planning commission for discussion.

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:10 PM, second by Councilmember Kells. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

City Clerk

Matt Lein

Mayor

City Council Special Meeting Minutes

April 10, 2023 - 5:00 PM

1. CALL MEETING TO ORDER & ROLL CALL

The meeting was called to order at 5:00 PM. Mayor Lein and Councilmembers Kells, Lenzen and Szaroletta were present. Also present: City Administrator – Jesse Dickson.

2. COUNCIL BUSINESS

a. Approve On-Sale Liquor License for Cologne Baseball Association

Motion by Councilmember Szaroletta to approve the On-Sale Liquor License for the Cologne Baseball Association, second by Councilmember Lenzen. Motion carried 4-0.

3. ADJOURN

Motion by Councilmember Kells to adjourn at 5:03 PM, second by Councilmember Lenzen. Motion carried 4-0.

Respectfully Submitted:

Attest:

Michelle Morrison, City Clerk

Matt Lein, Mayor

CITY OF COLOGNE

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***Check Summary Register©**

Batch:

040423Aflac,040423Nuvera,040423Healthpartners,040423Techstar,040423MidCounty,041722CR,040423CFDVisa,040423AdamsCity,
040523Republic,040623Midwest,041123Xcel,041223ECM,041223LAWSON,041223Summit,041223CircleKCity,041223CircleKCFD,041
323Cintas

Name	Check Date	Check Amt	
10100 Checking			
1190e	AFLAC	3/31/2023	\$212.70 Employee Insurance April
1191e	NUVERA COMMUNICATIONS INC	3/31/2023	\$135.23 Fitness Center Cable TV April
1192e	HEALTH PARTNERS	4/3/2023	\$4,437.36 Employee Medical and Dental Insurance - April
1193e	TECHSTAR IT SOLUTIONS INC	4/3/2023	\$1,301.60 April IT Support
1194e	MID COUNTY CO-OP	4/3/2023	\$36.51 Kerosene
1195e	ADAM'S PEST CONTROL, INC	4/3/2023	\$125.97 Quarterly Maintenance Q2
1197e	REPUBLIC SERVICES	4/5/2023	\$972.80 PW Garbage
1208e	XCEL ENERGY	4/10/2023	\$6,349.01 701 Lake St W
1209e	ECM PUBLISHERS, INC.	4/12/2023	\$84.80 Publish March 20 PH Benton Creek Area Impro
1210e	LAWSON PRODUCTS	4/12/2023	\$210.33 PW Repair Parts
1211e	SUMMIT FIRE PROTECTION	4/12/2023	\$360.00 CCC Fire Alarm Service Call
1212e	CIRCLE K	4/12/2023	\$309.65 PW Fuel
1213e	CIRCLE K	4/12/2023	\$734.69 CFD Fuel
1214e	CINTAS CORPORATION	4/13/2023	\$156.05 Uniforms
28105	VISA - CITIZENS ALLIANCE BAN	4/4/2023	\$388.36 CFD Exhaust Pipe
28106	MIDWEST FIRE	4/6/2020	\$10,000.00 Deposit for Tanker
28107	ALPHA WIRELESS COMMUNICA	4/17/2023	\$184.75 CFD G% Antenna
28108	ASPEN MILLS	4/17/2023	\$1,214.45 Uniforms
28109	MICHELE BEERS	4/17/2023	\$50.00 Deposit Refund
28110	MARILYN BOHNEN	4/17/2023	\$50.00 Deposit Refund
28111	BOLTON & MENK, INC	4/17/2023	\$20,995.50 Benton Creek Area Improvements
28112	CARQUEST AUTO PARTS	4/17/2023	\$64.99 PW
28113	CARVER COUNTY	4/17/2023	\$185.00 Fiber Optic Connection
28114	CARVER COUNTY ATTORNEY	4/17/2023	\$607.24 Q 2 Prosecution Contract
28115	CENTERPOINT	4/17/2023	\$728.74 124 Hazelwood
28116	COLLABORATIVE PLANNING, LL	4/17/2023	\$1,230.00 Misc Planning
28117	CHRISTY DEHN	4/17/2023	\$50.00 Deposit Refund
28118	DWK CLEAN WATER SERVICES,	4/17/2023	\$1,200.00 WWTP Monthly Water Testing - MAR
28119	LAUREN GARBER	4/17/2023	\$50.00 Deposit Refund
28120	GOPHER STATE ONE-CALL (INC)	4/17/2023	\$14.85 Locates - March
28121	GRAINGER	4/17/2023	\$14.58 Clock Repairs City Hall
28122	HAWKINS, INC	4/17/2023	\$13,488.75 Chemicals
28123	HOLTON ELECTRIC CONTRACT	4/17/2023	\$301.48 Replace Emergency Light WWTP
28124	LIZZIE JIMENEZ	4/17/2023	\$50.00 Deposit Refund
28125	KIRVIDA FIRE	4/17/2023	\$1,071.91 CFD 1989 International FMC Pumper repairs
28126	MACQUEEN EQUIPMENT INC.	4/17/2023	\$529.24 CFD Helmet
28127	METRO WEST INSPECTION SER	4/17/2023	\$3,924.97 Permits Finaled -December
28128	MN VALLEY TESTING LABS	4/17/2023	\$169.40 Water Analysis
28129	POST OFFICE	4/17/2023	\$146.00 Annual PO Box Rental
28130	PRECISION HEATING & COOLIN	4/17/2023	\$862.50 PW New Motor & Capacitor
28131	PREMIUM WATERS, INC.	4/17/2023	\$11.81 CCC Drinking Water - March
28132	JOE RADEMACHER	4/17/2023	\$45.71 CFD supplies
28133	RESCUEPAX	4/17/2023	\$750.00 Ice Rescue Training
28134	THERESA SONS	4/17/2023	\$50.00 Deposit Refund
28135	STRAIGHT UP SERVICES, INC	4/17/2023	\$339.90 CFD 2018 Silverado Brake Light Repair
28136	VERIZON WIRELESS	4/17/2023	\$210.06 CFD Communication - April
28137	WSB	4/17/2023	\$5,849.25 Strategic Planning
Total Checks			\$80,256.14

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*Check Summary Register©

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323Cintas

Name

Check Date

Check Amt

Clerk Treasurer

Date

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323Cintas

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1190 e	03/31/23	AFLAC			
E 101-41400-130		Employer Paid Ins (GENE	\$41.52		Employee Insurance April
G 101-21705		Aflac	\$129.66		Employee Insurance April
E 602-49450-130		Employer Paid Ins (GENE	\$20.76		Employee Insurance April
E 601-49400-130		Employer Paid Ins (GENE	\$20.76		Employee Insurance April
		Total	\$212.70		
1191 e	03/31/23	NUVERA COMMUNICATIONS INC			
E 101-45100-433		Dues and Subscriptions	\$135.23		Fitness Center Cable TV April
		Total	\$135.23		
1192 e	04/03/23	HEALTH PARTNERS			
G 101-21706		Health/Dental Ins	\$4,437.36		Employee Medical and Dental Insurance - April
		Total	\$4,437.36		
1193 e	04/03/23	TECHSTAR IT SOLUTIONS INC			
E 101-43100-312		Contractual Services	\$325.40		April IT Support
E 101-42200-310		Other Professional Servic	\$325.40		April IT Support
E 602-49450-312		Contractual Services	\$325.40		April IT Support
E 101-41400-312		Contractual Services	\$325.40		April IT Support
		Total	\$1,301.60		
1194 e	04/03/23	MID COUNTY CO-OP			
E 101-43100-212		Motor Fuels	\$36.51	15751	Kerosene
		Total	\$36.51		
1195 e	04/03/23	ADAM'S PEST CONTROL, INC			
E 101-45100-401		Repairs/Maint Buildings	\$125.97	3617447	Quarterly Maintenance Q2
		Total	\$125.97		
1197 e	04/05/23	REPUBLIC SERVICES			
E 101-41940-384		Refuse/Garbage Disposal	\$194.90		PW Garbage
E 101-42210-384		Refuse/Garbage Disposal	\$135.60		CFD Garbage
E 101-45100-384		Refuse/Garbage Disposal	\$642.30		CCC Garbage
		Total	\$972.80		
1208 e	04/10/23	XCEL ENERGY			
E 101-41940-381		Electric Utilities	\$79.04		701 Lake St W
E 101-42210-381		Electric Utilities	\$0.00		Louis Hall
E 101-43100-381		Electric Utilities	\$35.57		201 Benton
E 101-43160-381		Electric Utilities	\$227.69		1108 Village Pkwy Street Light
E 101-45200-381		Electric Utilities	\$13.65		3002 Gold Nuggett Dr
E 601-49400-381		Electric Utilities	\$13.23		Well #3
E 602-49450-381		Electric Utilities	\$0.00		WWTP
E 602-49470-381		Electric Utilities	\$34.27		115 Paul Ave S
E 101-45100-381		Electric Utilities	\$3,165.25		Cologne Community Center
E 101-41940-381		Electric Utilities	\$0.00		PW Maintenance Bldg
E 101-45200-381		Electric Utilities	\$0.00		Tennis Courts - Lions Park
E 101-43100-381		Electric Utilities	\$17.49		Storage Shed

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323Cintas

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-381		Electric Utilities	\$2,762.82		2224 Naples
E 101-43160-381		Electric Utilities	\$0.00		Street Light
E 101-43100-381		Electric Utilities	\$0.00		Public Works Facility
E 601-49400-381		Electric Utilities	\$0.00		Bldg by Water Tower, Water Tower, Well 1&2
E 602-49470-381		Electric Utilities	\$0.00		All Lift Statlions
		Total	\$6,349.01		
1209 e	04/12/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$84.80	937967	Publish March 20 PH Benton Creek Area Improvements
		Total	\$84.80		
1210 e	04/12/23	LAWSON PRODUCTS			
E 101-43100-404		Repairs/Maint Machinery/	\$210.33	9310480475	PW Repair Parts
		Total	\$210.33		
1211 e	04/12/23	SUMMIT FIRE PROTECTION			
E 101-45100-401		Repairs/Maint Buildings	\$360.00	150027822	CCC Fire Alarm Service Call
		Total	\$360.00		
1212 e	04/12/23	CIRCLE K			
E 101-43100-212		Motor Fuels	\$309.65		PW Fuel
		Total	\$309.65		
1213 e	04/12/23	CIRCLE K			
E 101-42230-212		Motor Fuels	\$734.69		CFD Fuel
		Total	\$734.69		
1214 e	04/13/23	CINTAS CORPORATION			
E 101-43100-417		Uniforms	\$19.09	4148583402	Uniforms
E 101-43100-417		Uniforms	\$34.57	4149312677	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$54.21	4149313052	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$29.09	4150025959	Uniforms
E 101-43100-417		Uniforms	\$19.09	4150701918	Uniforms
		Total	\$156.05		
28105	04/04/23	VISA - CITIZENS ALLIANCE BANK			
E 101-42230-404		Repairs/Maint Machinery/	\$177.69		CFD Exhaust Pipe
E 101-42210-210		Operating Supplies (GEN	\$45.24		CFD Tags
E 101-42200-430		Miscellaneous (GENERAL	\$44.00		CFD Office Supplies
E 101-42230-210		Operating Supplies (GEN	\$33.94		CFD Magnetic Glove Dispenser
E 101-42230-240		Small Tools and Minor Eq	\$16.49		CFD Charge Sleeve Assembly
E 101-42230-212		Motor Fuels	\$56.00		CFD TruFuel
E 101-42200-301		Auditing and Acct g Servic	\$15.00		Finance Charge
		Total	\$388.36		
28106	04/06/20	MIDWEST FIRE			
G 101-24700		Fund Balance for Fire Equ	\$10,000.00		Deposit for Tanker
		Total	\$10,000.00		
28107	04/17/23	ALPHA WIRELESS COMMUNICATIONS			

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323Cintas

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42230-404		Repairs/Maint Machinery/ Total	\$184.75 \$184.75	19602	CFD G% Antenna
28108	04/17/23	ASPEN MILLS			
E 101-42230-210		Operating Supplies (GEN Total	\$1,214.45 \$1,214.45	311909	Uniforms
28109	04/17/23	MICHELE BEERS			
G 101-22000		Deposits Total	\$50.00 \$50.00		Deposit Refund
28110	04/17/23	MARILYN BOHNEN			
G 101-22000		Deposits Total	\$50.00 \$50.00		Deposit Refund
28111	04/17/23	BOLTON & MENK, INC			
E 101-41700-303		Engineering Fees	\$2,470.50		Benton Creek Area Improvements
E 602-49450-303		Engineering Fees	\$1,521.50	309383	2023 CIPP
E 101-43100-303		Engineering Fees	\$90.00	309385	Misc Engineering
E 101-43100-500		Capital Outlay (GENERAL	\$64.97	309386	Street & Utility Reconstruction
E 601-49400-500		Capital Outlay (GENERAL	\$21.31	309386	Street & Utility Reconstruction
E 602-49450-500		Capital Outlay (GENERAL	\$4.06	309386	Street & Utility Reconstruction
E 603-49570-500		Capital Outlay (GENERAL	\$11.16	309386	Street & Utility Reconstruction
E 603-49540-303		Engineering Fees	\$16,519.50	309387	Wastewater Treatment Facility
E 101-41700-303		Engineering Fees Total	\$292.50 \$20,995.50	309388	Winkler Crossing 3rd
28112	04/17/23	CARQUEST AUTO PARTS			
E 101-43100-404		Repairs/Maint Machinery/ Total	\$64.99 \$64.99	264705	PW
28113	04/17/23	CARVER COUNTY			
E 101-43100-320		Communications (GENER	\$40.00	3309	Fiber Optic Connection
E 101-42210-320		Communications (GENER	\$40.00	3309	Fiber Optic Connection
E 101-45100-320		Communications (GENER	\$40.00	3309	Fiber Optic Connection
E 601-49400-320		Communications (GENER Total	\$65.00 \$185.00	3309	Fiber Optic Connection
28114	04/17/23	CARVER COUNTY ATTORNEY			
E 101-41600-304		Legal Fees Total	\$607.24 \$607.24		Q 2 Prosecution Contract
28115	04/17/23	CENTERPOINT			
E 602-49470-383		Gas Utilities	\$106.74		124 Hazelwood
E 601-48930-383		Gas Utilities	\$611.20		2224 Naples
E 602-49470-383		Gas Utilities Total	\$10.80 \$728.74		105 Benton St
28116	04/17/23	COLLABORATIVE PLANNING, LLC			
E 101-41910-310		Other Professional Servic Total	\$1,230.00 \$1,230.00	100	Misc Planning

CITY OF COLOGNE

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040423Aflac,040423Nuvera,040423Healthpartners,040423Techstar,040423MidCounty,041722CR,040423CFDVISA,040423AdamsCity,
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323Cintas

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
28117	04/17/23	CHRISTY DEHN			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28118	04/17/23	DWK CLEAN WATER SERVICES, LLC			
E 602-49450-312		Contractual Services	\$1,200.00		WWTP Monthly Water Testing - MAR
		Total	\$1,200.00		
28119	04/17/23	LAUREN GARBER			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28120	04/17/23	GOPHER STATE ONE-CALL (INC)			
E 101-43100-310		Other Professional Servic	\$14.85		Locates - March
		Total	\$14.85		
28121	04/17/23	GRAINGER			
E 101-45100-223		Building Repair Supplies	\$14.58	9652806572	Clock Repairs City Hall
		Total	\$14.58		
28122	04/17/23	HAWKINS, INC			
E 602-49450-216		Chemicals and Chem Pro	\$9,885.04	6435992	Chemicals
E 601-49400-216		Chemicals and Chem Pro	\$3,603.71	6436055	Chemicals
		Total	\$13,488.75		
28123	04/17/23	HOLTON ELECTRIC CONTRACTORS			
E 602-49450-401		Repairs/Maint Buildings	\$301.48	5483	Replace Emergency Light WWTP
		Total	\$301.48		
28124	04/17/23	LIZZIE JIMENEZ			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28125	04/17/23	KIRVIDA FIRE			
E 101-42230-404		Repairs/Maint Machinery/	\$1,071.91	11250	CFD 1989 International FMC Pumper repairs
		Total	\$1,071.91		
28126	04/17/23	MACQUEEN EQUIPMENT INC.			
E 101-42230-240		Small Tools and Minor Eq	\$470.70	12982	CFD Helmet
E 101-42230-240		Small Tools and Minor Eq	\$58.54	13075	CFD Cairns
		Total	\$529.24		
28127	04/17/23	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Servic	\$3,924.97		Permits Finaled -December
		Total	\$3,924.97		
28128	04/17/23	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$169.40	1191953	Water Analysis
		Total	\$169.40		
28129	04/17/23	POST OFFICE			
E 101-41400-322		Postage	\$146.00		Annual PO Box Rental

CITY OF COLOGNE

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*Check Detail Register©

Batch:

040423Aflac,040423Nuvera,040423Healthpartners,040423Techstar,040423MidCounty,041722CR,040423CFDVISA,040423AdamsCity,040523Republic,040623Midwest,041123Xcel,041223ECM,041223LAWSON,041223Summit,041223CircleKCity,041223CircleKCFD,041323Cintas

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$146.00		
28130	04/17/23	PRECISION HEATING & COOLING			
E 101-43100-401		Repairs/Maint Buildings	\$862.50	30021	PW New Motor & Capacitor
Total			\$862.50		
28131	04/17/23	PREMIUM WATERS, INC.			
E 101-43100-200		Office Supplies (GENERA	\$11.81		CCC Drinking Water - March
Total			\$11.81		
28132	04/17/23	JOE RADEMACHER			
E 101-42230-240		Small Tools and Minor Eq	\$45.71		CFD supplies
Total			\$45.71		
28133	04/17/23	RESCUEPAX			
E 101-42220-208		Training and Instruction	\$750.00	32	Ice Rescue Training
Total			\$750.00		
28134	04/17/23	THERESA SONS			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
28135	04/17/23	STRAIGHT UP SERVICES, INC			
E 101-42230-404		Repairs/Maint Machinery/	\$339.90	52540	CFD 2018 Silverado Brake Light Repair
Total			\$339.90		
28136	04/17/23	VERIZON WIRELESS			
E 101-42230-320		Communications (GENER	\$210.06		CFD Communication - April
Total			\$210.06		
28137	04/17/23	WSB			
E 101-41400-312		Contractual Services	\$5,849.25	022164-000-1	Strategic Planning
Total			\$5,849.25		
10100 Checking			\$80,256.14		

Fund Summary

10100 Checking

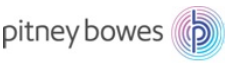
101 GENERAL FUND	\$43,048.00
601 WATER FUND	\$7,098.03
602 SEWER FUND	\$13,579.45
603 STORM WATER FUND	\$16,530.66
	\$80,256.14

Clerk Treasurer

Date

City of Cologne Payroll
11-Apr-23

Employee	\$	12,349.06	April 11, 2023 Payroll
IRS	\$	4,519.13	April 11, 2023 Payroll
MN Department of Revenue	\$	794.08	April 11, 2023 Payroll
PERA	\$	2,459.90	April 11, 2023 Payroll
Deferred Compensation	\$	552.85	April 11, 2023 Payroll
Health Savings Account	\$	1,574.18	April 11, 2023 Payroll
Total	\$	<u>22,249.20</u>	



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF COLOGNE	416005068

Sold-To: Address

1211 Village Parkway, Cologne, MN, 55322-9248, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Morrison	(952) 466-2064	0017304400

Bill-To: Address

P O BOX 120, COLOGNE, MN, 55322-0120, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0017306329	

Ship-To: Address

1211 Village Parkway, Cologne, MN, 55322-9248, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Morrison	(952) 466-2064	0017304400

PO #

.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 63.08	\$ 189.24

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 218074
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

KENNETH GADDY	kenneth.gaddy@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street, 1600
St Paul, Minnesota 55101
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: CMBN License Period Ending: 6/30/2023 Iden: 73973
Issuing Authority: Cologne
Licensee Name: GMB Enterprise LLC
Trade Name: Inn Town Wine & Spirits
Address: 101 Paul Ave N Suite 1
Cologne, MN 55322
Business Phone: 952-466-2766
License Fees: Off Sale: \$ 100.00 On Sale: \$ 52.50 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

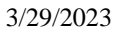
Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature 05/29/05 [Redacted] 123
DOB SSN Date
(Signature certifies all above information to be correct and license has been approved by city/county.)

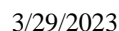
City Clerk/Auditor Signature Michelle M. Morrison 4/10/2023
Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Mark D. Wall 4/13/2023
Date
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



19531.6



16636.61

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Equipment Management Company - Public Services -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Equipment Management Company, hereinafter referred to as the Contractor, having its principal place of business at 22824 W. Winchester Drive, Channahon, IL 60410.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.


SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Equipment Management Company

Signature 
8D026B8D27624FE...

Name Kristine Gillson
Title Sales Manager
Date 6/20/2019

H-GAC
Signature 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 6/19/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Equipment Management Company - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
Equipment Management Company			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19BAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19CAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19DAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19EAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19FAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19GAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%

AMENDMENT No. 2 to CONTRACT No. EE08-19

For

Emergency Medical & Rescue Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Equipment Management Company

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:



82EC270D5D61423...

Chuck Wemple, Executive Director

6/27/2022

Date: _____

Signed for: **Equipment Management Company**

DocuSigned by:



8D026B8D27624FE...

Kristine Gillson Sales Manager

6/27/2022

Printed Name & Title:

Date: _____



PROPOSAL FOR:

City of Cologne

PRESENTED TO:

Jesse Dickson
City Administrator
City of Cologne

SUBMITTED BY:

Melissa Reed
Senior Principal
Melissa@parkstreetpublic.com
612-839-9541



parkstreetpublic.com



Tuesday, April 11, 2023

Jesse Dickson
City Administrator
City of Cologne

Dear Mr. Dickson,

On behalf of Park Street Public, I would like to thank you for the opportunity to propose our company's services to the City of Cologne. We believe our government relations team is ideally suited to meet the needs of the City as outlined in the Scope of Services.

Our full proposal is below, and we look forward to further conversations as your process moves forward.

Please contact me at Melissa@parkstreetpublic.com or 612-839-9541 if you have any questions.

Sincerely,

Melissa Reed, MPP
Senior Principal
Park Street Public

COMPANY PROFILE

Park Street Public is a full-service government relations and public relations firm based in St. Paul. The team at Park Street Public brings together decades of high-level experience in crafting, implementing, and executing government relations and public relations initiatives for local governments and government agencies, businesses, trade associations, and non-profits organizations.

GOVERNMENT RELATIONS & STRATEGIC CONSULTING

We help organizations develop and activate a strategic government relations plan that does more than just get you from point A to point B – we'll help your organization realize your vision, impact outcomes, and strengthen your position for long-term success.

PUBLIC RELATIONS, MEDIA TRAINING & BRANDING

To captivate your audience and compel them to take action, we help organizations:

- Identify target demographics
- Craft a communications plan
- Develop a messaging strategy
- Leverage the right combination of tactics

MEDIA RELATIONS

We have extensive experience working in traditional media and social media, utilizing every tool to amplify your message and ensure your target audience hears it. No one has more direct media relations experience in Minnesota over the past decade than Park Street Public's team.

COALITION, GRASSROOTS DEVELOPMENT & MANAGEMENT

With decades of experience in both the public and private sectors, the team at Park Street Public knows how to create, grow, and deploy an effective grassroots solution to support your goals.

REPUTATION & CRISIS COMMUNICATIONS

We help organizations respond to crisis situations quickly and effectively. Park Street Public brings unparalleled experience, guidance, preparation, and sound judgment that are critical to successfully navigating the unexpected.

Above all, the following principles guide our company:

- We deliver on commitments
- We help organizations discover and think about ideas and solutions in new ways
- We're respectful of diverse points of view
- We work only for clients we believe in

OVERVIEW

The bipartisan government relations team at Park Street Public has decades of experience at the Minnesota Legislature, Executive Branch, throughout levels of local government and has been deeply engaged in advancing some of Minnesota's most significant public policy issues.

With this proposal we are seeking to represent the government relations interests of the City of Cologne at the Minnesota State Capitol through the 2023 Legislative Session to advance the City's priority capital investment project.

Park Street Public would be honored to partner with Cologne help secure capital investment dollars for vital wastewater treatment facility improvements.

Park Street Public provides both government relations, communications, advocacy and public relations services. That full-service combination provides a cost-effective and efficient way to publicly elevate awareness of your messages and deliver them directly to decisionmakers at the State Capitol.

PLAN AND SCOPE OF SERVICES

Park Street Public (PSP) proposes providing government relations services to advance the capital investment priority project of the City of Cologne.

Governor Walz released his budget recommendations to the Minnesota Legislature in late January, as well as his capital budget plan. In 2022, the Minnesota Legislature failed to reach an agreement on a bonding bill, thus pushing the capital budget into 2023. In early March, the Minnesota House successfully passed a bipartisan \$1.9 billion capital investment package that included bonding and cash investments.

The Minnesota Senate did not secure enough votes from Republicans to pass the legislation (bonding bills require a supermajority vote) and the bill is currently tabled in the Senate. The Senate Republicans have been demanding state social security tax relief in exchange for passage of the bonding. The bonding bill is on the Senate Floor and may be reconsidered at a later date.

This means that while we are late in session, the bonding bill(s) are still very much in flux and, if the City is to engage, the time is now. The team at Park Street Public has extensive experience advancing capital investment projects, and hopes to provide this support to the City of Cologne.

The following activities will be implemented throughout, at appropriate times. In response to the City's Scope of Services:

- **Advocacy** – The team at Park Street is every-present at the Minnesota State Capitol. With one primary lead lobbyist, our bipartisan team works together on all clients, ensuring constant coverage of legislative activity and access to the legislators and staff needed to advance Cologne's legislative priority.
- **Bonding** – Our team has deep knowledge and extensive expertise advancing bonding projects in Minnesota. We have lobbied dozens of bonding projects and secured hundreds of millions of dollars for client projects.
- **Facilitate Meetings** – Park Street will provide holistic support for meetings for City leadership and elected legislative leaders, including pre-meeting background memos, talking points and logistical coordination. Our team has coordinated multiple large meetings of various elected officials and will provide coordination and staff support any contacts needed to advance the project.
- **Legislative consultation** – As former state and local government staff, we know what policy issues are vital to the critical functions of a city. We understand the complexities and catch the nuances of legislation and policy that can impact Cologne's plans, often buried deep in a bill. Park Street Public's comprehensive coverage, subject matter expertise, and consistent communication ensures City leaders will always be in the know.
- **Liaison with legislative officials** – Park Street will be the face of Cologne at the State Capitol so city leadership can focus on serving residents. We will facilitate and coordinate the exchange of information between the City and elected representatives, particularly the members of the Cologne legislative delegation.

Lastly, we value the importance of maintaining regular communications with clients. During the legislative session, PSP will communicate weekly with City leadership specific to the legislative action taken during the week as well as planning for the following weeks. If important issues come up, we will follow-up right away. In addition, all of PSP's clients receive a general weekly update related to news and activities related to the State Capitol.

PROJECT TEAM MEMBERS

We are proposing Melissa Reed will serve as the lead lobbyist with Ian Marsh working closely with her



MELISSA REED is Senior Principal, State and Local Government Relations, at Park Street Public. Melissa has extensive government relations, lobbying, and policy experience serving clients at the state and local levels of government.

Her background includes serving as Senior Government Relations Representative for the City of Minneapolis under three Mayoral administrations. In that role, she led public policy and lobbying efforts on issues related to public finance, capital investment, transportation, jobs and economic development, public safety and criminal justice reform, and regulatory matters at the state and federal levels. In her time there, Melissa successfully lobbied for over \$100 million in capital investments to the City and led the evolution of the City's legislative agenda to prioritize policies that reduced barriers, invested in community and ended inequitable laws and practices.

Melissa holds a master's degree in Public Policy with concentrations in Women and Public Policy, and Lobbying and Advocacy, from the Humphrey School of Public Affairs at the University of Minnesota and a B.A. from the University of Wisconsin-Madison



IAN MARSH is Senior Principal, State Government Relations at Park Street Public.

Ian Marsh is an experienced political strategist and government relations professional, advising private sector companies, nonprofit organizations, and trade associations on issues related to commerce, health care, energy, consumer products, technology, and transportation. He is known for his thoughtful strategic advice, vast knowledge of legislative process, and deep relationships at the State Capitol.

Prior to joining Park Street Public, Ian worked for seven years at Lockridge, Grindal, Nauen P.L.L.P. in the firm's government relations department representing various clients at the State Capitol. Ian previously served as a key staffer in the Minnesota House, serving several leaders including the Speaker of the House. In the 2010 election cycle, he led the House Republican Caucus' campaign efforts and picked up 25 seats, the largest legislative campaign victory in the nation. Ian holds a B.A. from Bethel University.

PROPOSED BUDGET

Park Street Public works with clients on a per project or monthly retainer basis in order avoid unanticipated costs and to allow us to work together as partners.

Project Area	Description	Proposed Retainer
State Government Relations	See above	\$8,000 for state government relations services through the end of the 2023 session

Thank you for the opportunity to share this proposal to the City of Cologne



City of Cologne
March 2023



Carver County Sheriff's Office
Monthly Calls for Service
From: 03/01/2023 To: 03/31/2023

Cologne City

Patrol

A Offense

Drug Violation	1
Fraud	2
Total A Offense:	3

Non Criminal

Misc Non-criminal	5
Unlock Vehicle/bldg	2
Abuse/Neglect (Info Only)	1
Animal	1
Medical Calls Received	4
Assist Other Agency	1
Mental Health	1
Civil Process	1
Suspicious Activity	3
Open Door	1
Total Non Criminal:	20

Traffic

Traffic - Misc	3
Traffic Stop	11
Driving Complaint	2
Total Traffic:	16

Total Patrol: 39

Administrative

Administrative

GunPermit-Acquire	2
GunPermit-CarryNew	6
GunPermit-CarryRenew	2
ATF	2
Total Administrative:	12

Total Administrative: 12

Total Cologne City: 51



Carver County Sherff's Office

Traffic Citation Summary

From: 03/01/2023 To: 03/31/2023

Cologne City

Snowbird / Winter Parking: 9

Total Cologne City: 9



Carver County Sheriff's Office
Verbal Warnings
From: 03/01/2023 to 03/31/2023

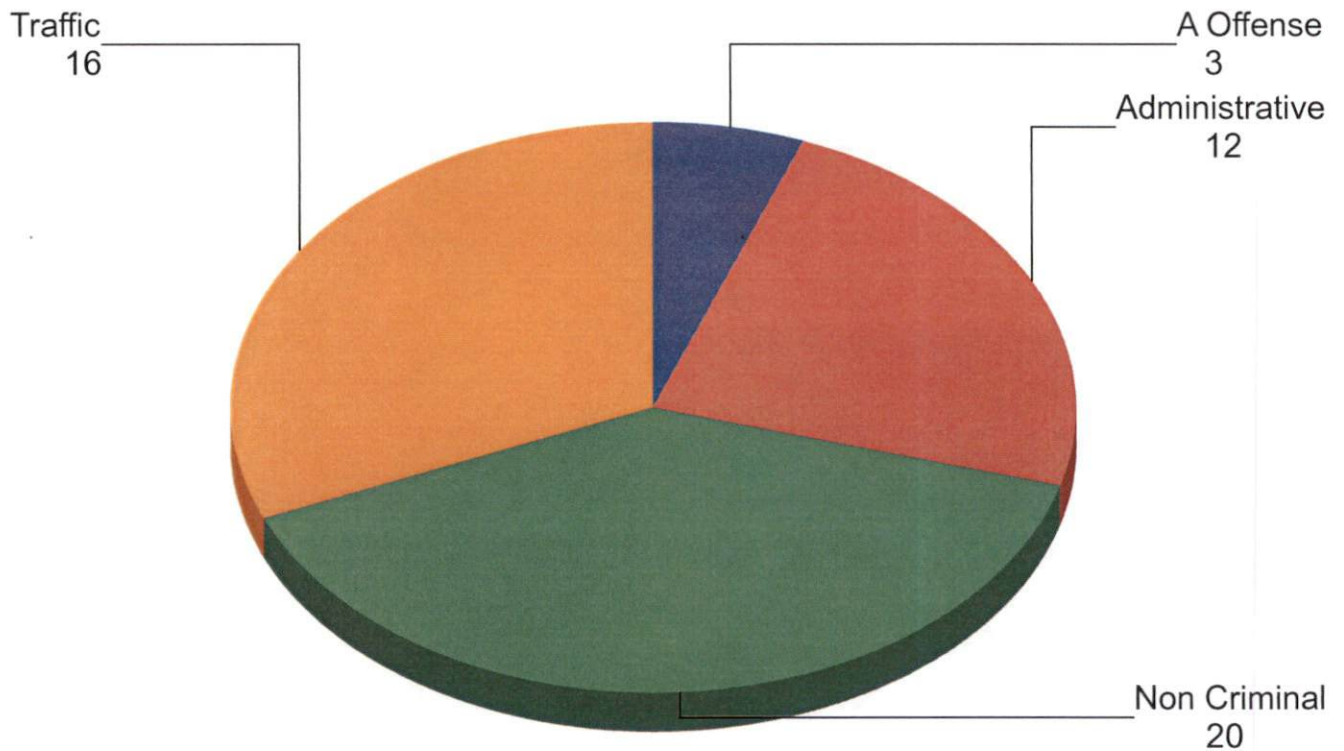
Cologne City

Suspicious Activity:	1
Traffic Stop:	11
Grand Total Verbal Warnings:	12



Carver County Sheriff's Office
Monthly Calls for Service
From: 03/01/2023 To: 03/31/2023

Cologne City



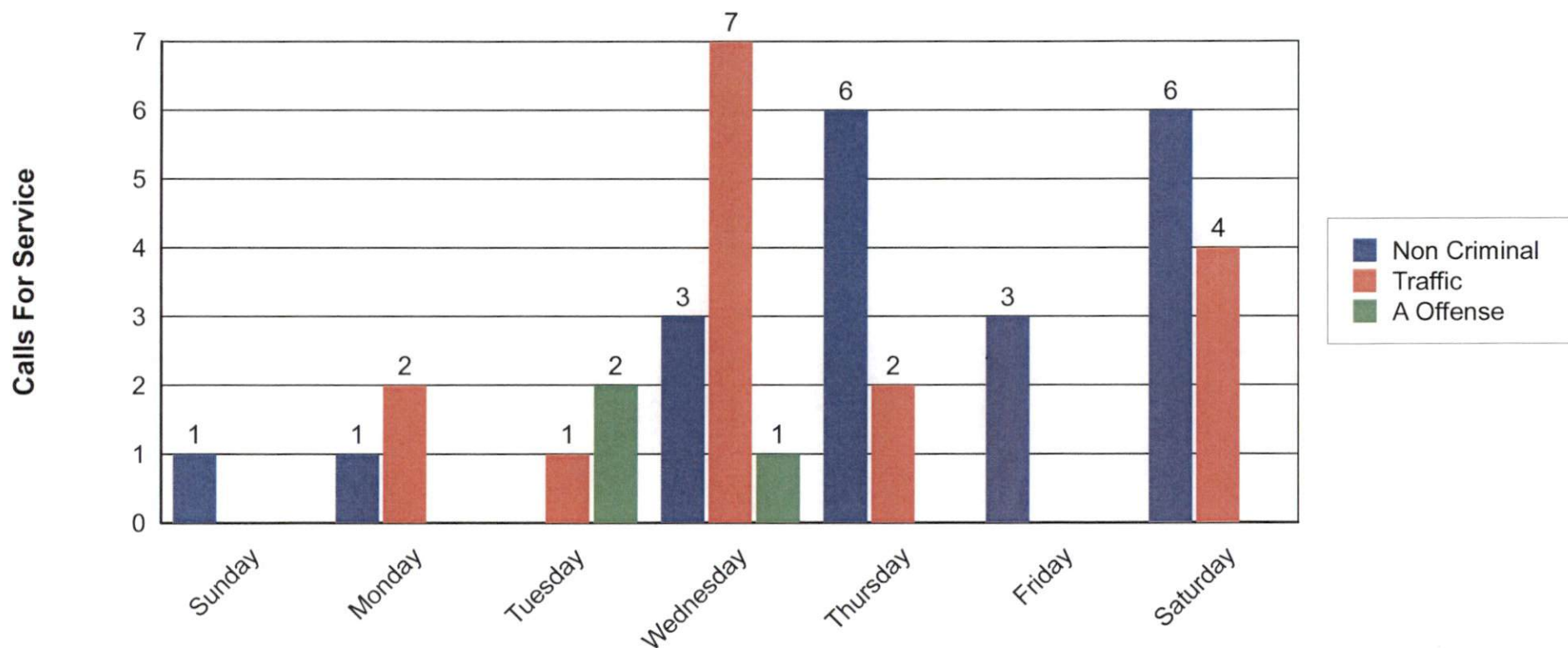
Total A Offense:	3
Total Non Criminal:	20
Total Traffic:	16
Total Administrative:	12

Total Cologne City: 51



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 03/01/2023 To: 03/31/2023

Cologne City

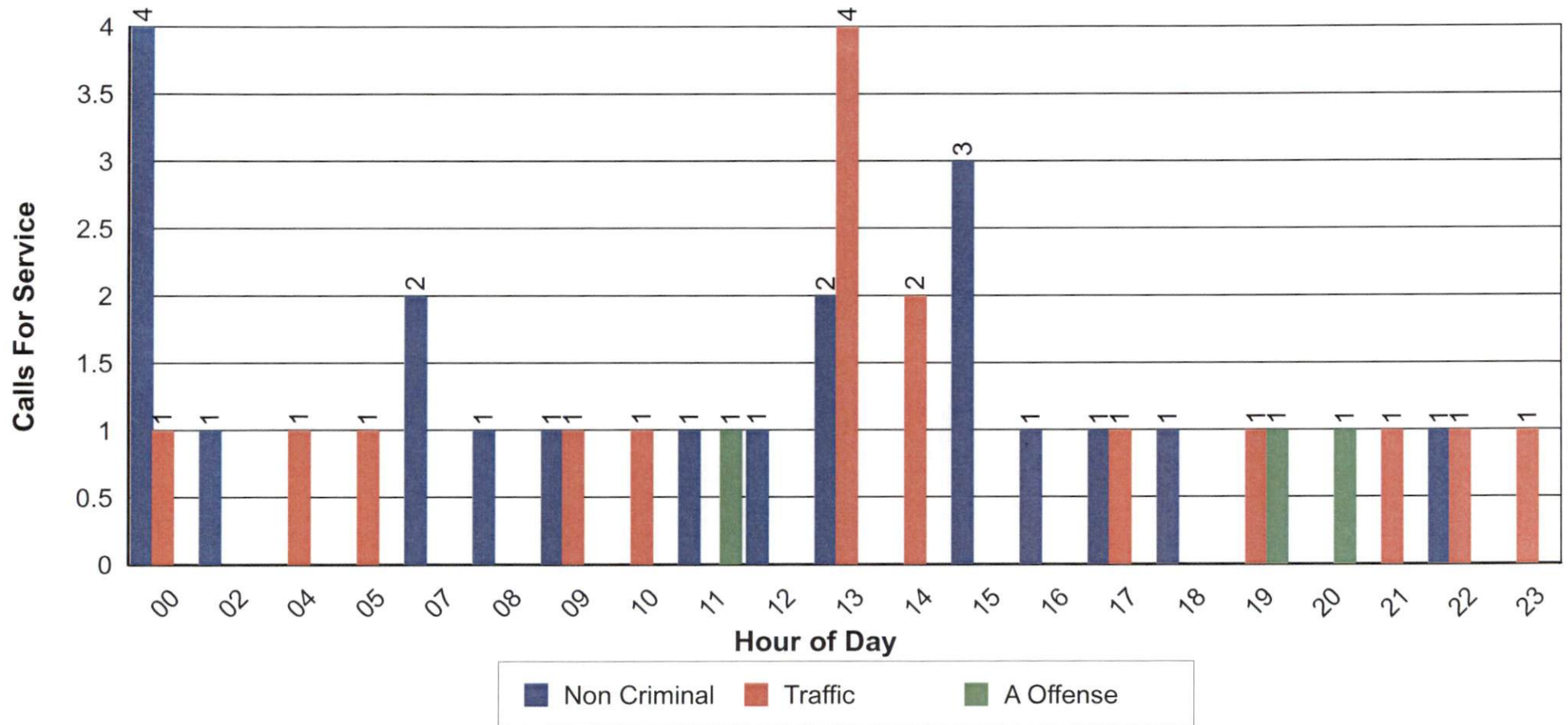


Total Cologne City: 39



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 03/01/2023 To: 03/31/2023

Cologne City



Total Cologne City: 39