



City Council Meeting Agenda

*Tuesday, June 20, 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. **June 5, 2023 City Council Minutes**
- b. **June 20, 2023 Check and EFT Summary**
- c. **June 6, 2023 Payroll Summary**
- d. **June 20, 2023 Payroll Summary**
- e. **Resolution 23-14 Waiving Municipal Hearing**
- f. **Ordinance 172 Adopting Franchise Agreement**

6. NEW COUNCIL BUSINESS

- a. Cologne Area Transportation Study Council Update
- b. Accessory Structure Ordinance Amendment Proposal
 - i. Collaborative Planning Memo
 - ii. Ordinance 150-Y Amending Zoning Ordinance
- c. Benton Creek Area Road Improvements Award
- d. Cologne Parks Master Plan
- e. Cologne Hollanders Outfield Fence and Batting Cage Request

7. BOARD REPORTS

- a. May 2023 Sheriff Report

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

CALENDAR OF EVENTS/MEETINGS

July 4	Tuesday	Independence Day – Offices Closed
July 17	Monday	6:00PM Planning Commission Meeting
July 17	Monday	7:00PM City Council Meeting
July 27-30	Thursday-Sunday	Glad Days



City Council Meeting Minutes

Monday, June 5, 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 Lenzen and Szaroletta were present. Also present were City Administrator Jesse Dickson, and City Clerk Michelle Morrison. Councilmembers Bruss and Kells were absent.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Mayor Lein asked to amend the agenda and under New Business add item d. Approve Seal Coat Bid. Motion by Councilmember Szaroletta to adopt the agenda as amended, second by Councilmember Lenzen. Motion carried 3-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Carver County Assistant County Administrator Nick Koktavy informed the Council that a leak was discovered in the sewer line that runs from the Carver County Public Works

facility to the Cologne Sewer System on Friday June 2nd. The situation was immediately reported to the Minnesota Pollution Control Agency, Carver County Water Management, and the City. Meuwissen Lake and the surrounding watershed is being monitored for any impacts.

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. May 15, 2023 City Council Minutes**
- b. June 5, 2023 Check and EFT Summary**
- c. May 23, 2023 Payroll Summary**
- d. 212 Tavern Annual Liquor License Application**
- e. Hollanders Annual Liquor License Application**
- f. Bargaen Crack Seal Quote 5-24-2023**
- g. Lori Kasel Retirement Letter**
- h. Resolution 23-12 Approving Utility Billing/Admin Assistant**
- i. Resolution 23-13 Submitting 2024 Capital Budget Request**

Motion by Councilmember Lenzen to approve the consent agenda, second by Councilmember Szaroletta. Motion carried 3-0.

6. NEW COUNCIL BUSINESS

a. PUBLIC HEARING: CABLE FRANCHISE AGREEMENT

- i. Melchert, Hubert & Sjodin Staff Memo**
- ii. Comcast Draft Franchise Agreement and Application**

Motion by Councilmember Lenzen to open the public hearing, second by Councilmember Szaroletta. Motion carried 3-0. Karly Werner of Comcast was available to answer any questions. Motion by Councilmember Szaroletta to close the public hearing, second by Councilmember Lenzen. Motion carried 3-0.

After discussion, Councilmember Lenzen made a motion directing staff to work with Comcast to negotiate the terms of the franchise agreement, second by Councilmember Szaroletta. Motion carried 3-0.

b. Betsy Pysick – Glad Days

Betsy Pysick provided an update on Glad Days planning, estimate on the tent and stage rental, mini biff rental, garbage dumpster and spraying for mosquitos. Councilmember Lenzen made a motion authorizing the rent of tents and stage at a cost not to exceed \$5,995.42 and to provide garbage dumpster and mini biff rental at a cost not to exceed 130% of last year's cost, second by Councilmember Szaroletta. Motion carried 3-0.

c. Accessory Structure Ordinance Amendment

- i. Collaborative Planning Memo**

ii. Ordinance 150-Y Amending Zoning Ordinance

After discussion Mayor Lein made a motion to table any action on amending the zoning ordinance and move it to the June 20th Council meeting, second by Councilmember Szaroletta. Motion carried 3-0.

d. Seal Coat Bids

Public Works supervisor Brian Vos reviewed the 3 bids he had received for the seal coat project ranging from \$30,898.27 to \$45,742.00. Motion by Councilmember Lenzen to accept the low bid from Pearson Bros for \$30,898.27, second by Councilmember Szaroletta. Motion carried 3-0.

7. BOARD REPORTS

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 7:40 PM, second by Councilmember Lenzen. Motion carried 3-0.

Respectfully Submitted:

Attest:

Michelle Morrison

Matt Lein

City Clerk

Mayor

CITY OF COLOGNE

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***Check Summary Register©**

Batch:

060623Techstar,060523HealthPartners,060523Republic,060523MidCounty,062023CR,060823Bolton,060823Pitney,060923CoreMain,061223Xcel,061223ECM,061323Abdo,061323Centerpoint,061223Centerpoint,061423Centerpoint,061423CircleK,061423PerMar,061423Verizon,061423MidCounty

Name	Check Date	Check Amt	
10100 Checking			
1278e	TECHSTAR IT SOLUTIONS INC	6/1/2023	\$1,301.60 June IT Support
1285e	HEALTH PARTNERS	6/5/2023	\$3,316.41 Employee Medical and Dental Insurance - July
1286e	REPUBLIC SERVICES	6/5/2023	\$651.25 PW Garbage
1287e	MID COUNTY CO-OP	6/5/2023	\$971.64 Lawn Fertilizers
1292e	BOLTON & MENK, INC	6/8/2023	\$6,730.50 Misc Engineering
1293e	PITNEY BOWES	6/8/2023	\$164.55 Lease Fee
1294e	CORE & MAIN	6/9/2023	\$2,564.66 Meters
1295e	ECM PUBLISHERS, INC.	6/12/2023	\$473.85 Publish Bids Benton Creek Area Project
1296e	XCEL ENERGY	6/12/2023	\$5,421.74 701 Lake St W
1297e	ABDO	6/13/2023	\$4,026.40 Audit Progress Billing
1298e	CENTERPOINT	6/13/2023	\$696.94 107 John Ave
1299e	CENTERPOINT	6/13/2023	\$348.75 2224 Naples
1300e	CENTERPOINT	6/13/2023	\$42.92 105 Benton St
1301e	CIRCLE K	6/13/2023	\$1,311.70 PW Fuel
1302e	PER MAR SECURITY SERVICES	6/13/2023	\$1,762.63 Controller Repair
1303e	VERIZON WIRELESS	6/14/2023	\$210.06 CFD Communication - June
1305e	MID COUNTY CO-OP	6/14/2023	\$37.19 Fast Break Anti Foam
28216	MARK ANDERSON	6/20/2023	\$120.00 Event Security June 3
28217	BANYON DATA SYSTEMS, INC	6/20/2023	\$3,110.00 Annual Support
28218	BARGEN INCORPORATED	6/20/2023	\$8,037.00 Street Crack Repairs
28219	BOLTON & MENK, INC	6/20/2023	\$31,639.50 Wastewater Treatment Facility
28220	BOUND TREE MEDICAL, LLC	6/20/2023	\$189.76 Defib Pads
28221	CAR-CO INC	6/20/2023	\$54.16 SAE OW 20
28222	CARGILL	6/20/2023	\$5,245.20 Road Salt
28223	CARVER COUNTY	6/20/2023	\$185.00 Fiber Optic Connection
28224	CD PRODUCTS, INC	6/20/2023	\$33.00 Decals
28225	CENTRAL PUBLIC SCHOOLS	6/20/2023	\$200.00 Rental Cancelled
28226	CHAMPION PLUMBING	6/20/2023	\$51.00 Duplicate Payment
28227	CINTAS CORPORATION	6/20/2023	\$165.14 Uniforms
28228	COLLABORATIVE PLANNING, LL	6/20/2023	\$1,140.00 Misc. Planning
28229	LISA GOHLKE	6/20/2023	\$100.00 Deposit Refund
28230	JILL GOOD	6/20/2023	\$50.00 Deposit Refund
28231	GOPHER STATE ONE-CALL (INC)	6/20/2023	\$112.05 Locates - MAY
28232	HAWKINS, INC	6/20/2023	\$3,918.83 Aqua Hawk
28233	JUDY JOHNSON	6/20/2023	\$50.00 Deposit Refund
28234	LEE REFRIGERATION	6/20/2023	\$358.75 Humidifier Repair
28235	NORRINE LUCHSINGER	6/20/2023	\$50.00 Deposit Refund
28236	MELCHERT, HUBERT,SJODIN, P	6/20/2023	\$4,017.40 STARS ELA
28237	METRO WEST INSPECTION SER	6/20/2023	\$6,103.25 Permits Finaled -May
28238	MHSRC/RANGE	6/20/2023	\$1,035.00 Class Fee R Clay, J & J Bartz
28239	MID-AMERICAN RESEARCH CHE	6/20/2023	\$153.03 Car and Truck Wash
28240	MUNICIPAL EMER SERVICES IN	6/20/2023	\$1,705.36 CFD 2 Ice Command Rescue Suits
28241	N & J SERVICES	6/20/2023	\$800.00 CCC - Event Cleaning June 4
28242	OVERLINE & SON, INC.	6/20/2023	\$5,265.00 Vactor Services May 30
28243	JUSTIN PETERSON	6/20/2023	\$60.00 Overcharged for permit
28244	QUALITY FLOW SYSTEMS, INC	6/20/2023	\$2,300.00 RAS Pump Repair
28245	BRENDA ROWE	6/20/2023	\$925.00 Deposit Refund
28246	STRAIGHT UP SERVICES, INC	6/20/2023	\$484.17 JD 1025 Tractor Battery
28247	ULTIMATE SAFETY CONCEPTS,	6/20/2023	\$389.44 Uniform Hood
Total Checks			\$108,079.83

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*Check Summary Register©

Batch:

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Name

Check Date

Check Amt

Clerk Treasurer

Date

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Batch:

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1278 e	06/01/23	TECHSTAR IT SOLUTIONS INC			
E 101-43100-312		Contractual Services	\$325.40		June IT Support
E 101-42200-310		Other Professional Serv	\$325.40		June IT Support
E 602-49450-312		Contractual Services	\$325.40		June IT Support
E 101-41400-312		Contractual Services	\$325.40		June IT Support
		Total	\$1,301.60		
1285 e	06/05/23	HEALTH PARTNERS			
G 101-21706		Health/Dental Ins	\$3,316.41		Employee Medical and Dental Insurance - July
		Total	\$3,316.41		
1286 e	06/05/23	REPUBLIC SERVICES			
E 101-41940-384		Refuse/Garbage Disposal	\$192.18		PW Garbage
E 101-42210-384		Refuse/Garbage Disposal	\$133.69		CFD Garbage
E 101-45100-384		Refuse/Garbage Disposal	\$0.00		CCC Garbage
E 101-45200-384		Refuse/Garbage Disposal	\$325.38		Lions Park Garbage
		Total	\$651.25		
1287 e	06/05/23	MID COUNTY CO-OP			
E 101-45200-216		Chemicals and Chem Pro	\$971.64	7455	Lawn Fertilizers
		Total	\$971.64		
1292 e	06/08/23	BOLTON & MENK, INC			
E 602-49450-303		Engineering Fees	\$2,560.00	0313127	2023 CIPP
E 101-43100-500		Capital Outlay (GENERAL	\$102.40	0313128	Street & Utility Reconstruction
E 601-49400-500		Capital Outlay (GENERAL	\$33.60	0313128	Street & Utility Reconstruction
E 602-49450-500		Capital Outlay (GENERAL	\$6.40	0313128	Street & Utility Reconstruction
E 603-49570-500		Capital Outlay (GENERAL	\$17.60	0313128	Street & Utility Reconstruction
E 101-41700-303		Engineering Fees	\$1,466.50	0313128	Benton Creek Area Improvements
E 101-43100-303		Engineering Fees	\$1,419.00	0313129	Misc Engineering
E 101-41700-303		Engineering Fees	\$684.00	0313130	STARS ELC
E 101-41700-303		Engineering Fees	\$441.00	0313133	Winkler Crossing 4th
		Total	\$6,730.50		
1293 e	06/08/23	PITNEY BOWES			
E 101-41400-312		Contractual Services	\$164.55		Lease Fee
		Total	\$164.55		
1294 e	06/09/23	CORE & MAIN			
E 601-49400-210		Operating Supplies (GEN	\$2,564.66	581059	Meters
		Total	\$2,564.66		
1295 e	06/12/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$473.85	951422	Publish Bids Benton Creek Area Project
		Total	\$473.85		
1296 e	06/12/23	XCEL ENERGY			
E 101-41940-381		Electric Utilities	\$31.53		701 Lake St W
E 101-42210-381		Electric Utilities	\$0.00		Louis Hall
E 101-43100-381		Electric Utilities	\$23.08		201 Benton

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43160-381		Electric Utilities	\$182.06		1108 Village Pkwy Street Light
E 101-45200-381		Electric Utilities	\$13.58		3002 Gold Nuggett Dr
E 601-49400-381		Electric Utilities	\$67.59		Well #3
E 602-49450-381		Electric Utilities	\$0.00		WWTP
E 602-49470-381		Electric Utilities	\$263.89		115 Paul Ave S
E 101-45100-381		Electric Utilities	\$2,039.76		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	\$16.47		Storage Shed
E 601-49400-381		Electric Utilities	\$0.00		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	\$2,783.78		Bldg by Water Tower, Water Tower, Well 1&2
E 602-49470-381		Electric Utilities	\$0.00		All Lift Statlions
Total			\$5,421.74		
1297 e	06/13/23	ABDO			
E 101-41400-301		Auditing and Acct g Servic	\$1,006.60	470635	Audit Progress Billing
E 601-48930-301		Auditing and Acct g Servic	\$1,006.60	470635	Audit Progress Billing
E 601-49440-301		Auditing and Acct g Servic	\$1,006.60	470635	Audit Progress Billing
E 602-49490-301		Auditing and Acct g Servic	\$1,006.60	470635	Audit Progress Billing
Total			\$4,026.40		
1298 e	06/13/23	CENTERPOINT			
E 101-45200-383		Gas Utilities	\$139.91		107 John Ave
E 101-43100-383		Gas Utilities	\$321.74		306 Playhouse and 304 Louis St
E 101-42210-383		Gas Utilities	\$235.29		110 Louis St
Total			\$696.94		
1299 e	06/13/23	CENTERPOINT			
E 601-48930-383		Gas Utilities	\$348.75		2224 Naples
Total			\$348.75		
1300 e	06/13/23	CENTERPOINT			
E 602-49470-383		Gas Utilities	\$42.92		105 Benton St
Total			\$42.92		
1301 e	06/13/23	CIRCLE K			
E 101-43100-212		Motor Fuels	\$590.64		PW Fuel
E 101-42230-212		Motor Fuels	\$721.06		CFD Fuel
Total			\$1,311.70		
1302 e	06/13/23	PER MAR SECURITY SERVICES			
E 601-48930-401		Repairs/Maint Buildings	\$1,762.63	3064952	Controller Repair
Total			\$1,762.63		
1303 e	06/14/23	VERIZON WIRELESS			
E 101-42230-320		Communications (GENER	\$210.06		CFD Communication - June
Total			\$210.06		
1305 e	06/14/23	MID COUNTY CO-OP			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45200-216		Chemicals and Chem Pro	\$37.19	7571	Fast Break Anti Foam
		Total	\$37.19		
28216	06/20/23	MARK ANDERSON			
E 101-45100-312		Contractual Services	\$120.00		Event Security June 3
		Total	\$120.00		
28217	06/20/23	BANYON DATA SYSTEMS, INC			
E 101-41400-207		Computer Software/Hardw	\$1,057.40	00164030	Annual Support
E 601-49440-207		Computer Software/Hardw	\$1,026.30	00164030	Annual Support
E 602-49490-207		Computer Software/Hardw	\$1,026.30	00164030	Annual Support
		Total	\$3,110.00		
28218	06/20/23	BARGEN INCORPORATED			
E 101-43100-312		Contractual Services	\$8,037.00	223299	Street Crack Repairs
		Total	\$8,037.00		
28219	06/20/23	BOLTON & MENK, INC			
E 603-49540-303		Engineering Fees	\$31,639.50		Wastewater Treatment Facility
		Total	\$31,639.50		
28220	06/20/23	BOUND TREE MEDICAL, LLC			
E 101-42230-210		Operating Supplies (GEN	\$11.59	84860094	Curaplex
E 101-42230-210		Operating Supplies (GEN	\$178.17	84863120	Defib Pads
		Total	\$189.76		
28221	06/20/23	CAR-CO INC			
E 101-43100-404		Repairs/Maint Machinery/	\$54.16	710826	SAE OW 20
		Total	\$54.16		
28222	06/20/23	CARGILL			
E 101-43100-210		Operating Supplies (GEN	\$5,245.20	2908313576	Road Salt
		Total	\$5,245.20		
28223	06/20/23	CARVER COUNTY			
E 101-43100-320		Communications (GENER	\$40.00	3351	Fiber Optic Connection
E 101-42210-320		Communications (GENER	\$40.00	3351	Fiber Optic Connection
E 101-45100-320		Communications (GENER	\$40.00	3351	Fiber Optic Connection
E 601-49400-320		Communications (GENER	\$65.00	3351	Fiber Optic Connection
		Total	\$185.00		
28224	06/20/23	CD PRODUCTS, INC			
E 101-45200-430		Miscellaneous (GENERAL	\$33.00	81381	Decals
		Total	\$33.00		
28225	06/20/23	CENTRAL PUBLIC SCHOOLS			
R 101-00000-34793		Gym Fees/Rentals	\$200.00		Rental Cancelled
		Total	\$200.00		
28226	06/20/23	CHAMPION PLUMBING			
R 101-00000-32210		Building Permits	\$50.00		Duplicate Payment
R 101-00000-32211		Building Permit Surcharge	\$1.00		Duplicate Payment

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060623Techstar,060523HealthPartners,060523Republic,060523MidCounty,062023CR,060823Bolton,060823Pitney,060923CoreMain,061223Xcel,061223ECM,061323Abdo,061323Centerpoint,061223Centerpoint,061423Centerpoint,061423CircleK,061423PerMar,061423Verizon,061423MidCounty

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$51.00		
28227	06/20/23	CINTAS CORPORATION			
E 101-43100-417		Uniforms	\$19.09	4154202924	Uniforms
E 101-43100-417		Uniforms	\$27.07	4154888401	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$54.21	4154888721	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$21.59	4155624583	Uniforms
E 101-43100-417		Uniforms	\$21.59	4156338091	Uniforms
E 101-43100-417		Uniforms	\$21.59	4157156335	Uniforms
Total			\$165.14		
28228	06/20/23	COLLABORATIVE PLANNING, LLC			
E 101-41910-310		Other Professional Serv	\$1,110.00	2023-148	Misc. Planning
E 101-41910-310		Other Professional Serv	\$30.00	2023-149	209 Playhouse Variance
Total			\$1,140.00		
28229	06/20/23	LISA GOHLKE			
G 101-22000		Deposits	\$100.00		Deposit Refund
Total			\$100.00		
28230	06/20/23	JILL GOOD			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
28231	06/20/23	GOPHER STATE ONE-CALL (INC)			
E 101-43100-310		Other Professional Serv	\$112.05	3050309	Locates - MAY
Total			\$112.05		
28232	06/20/23	HAWKINS, INC			
E 602-49450-216		Chemicals and Chem Pro	\$2,448.19	6490874	Aqua Hawk
E 601-49400-216		Chemicals and Chem Pro	\$1,470.64	6492014	Chlorine
Total			\$3,918.83		
28233	06/20/23	JUDY JOHNSON			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
28234	06/20/23	LEE REFRIGERATION			
E 601-49400-220		Repair/Maint Supply (GEN	\$358.75	2196	Humidifier Repair
Total			\$358.75		
28235	06/20/23	NORRINE LUCHSINGER			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
28236	06/20/23	MELCHERT, HUBERT,SJODIN, PLLP			
E 101-41600-304		Legal Fees	\$45.00	167587	Lions Park Acquisition
E 101-41600-304		Legal Fees	\$1,035.40	167588	Comcast
E 101-41600-304		Legal Fees	\$2,730.45	167597	Miscellaneous
E 101-41600-304		Legal Fees	\$56.25	167598	STARS ELA
E 101-41600-304		Legal Fees	\$66.80	167599	113 Paul

CITY OF COLOGNE

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Batch:

060623Techstar,060523HealthPartners,060523Republic,060523MidCounty,062023CR,060823Bolton,060823Pitney,060923CoreMain,061223Xcel,061223ECM,061323Abdo,061323Centerpoint,061223Centerpoint,061423Centerpoint,061423CircleK,061423PerMar,061423Verizon,061423MidCounty

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41600-304		Legal Fees	\$83.50	167600	Employment
		Total	\$4,017.40		
28237	06/20/23	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Servic	\$6,103.25	3703	Permits Finaled -May
		Total	\$6,103.25		
28238	06/20/23	MHSRC/RANGE			
E 101-42220-208		Training and Instruction	\$1,035.00	337900-1006	Class Fee R Clay, J & J Bartz
		Total	\$1,035.00		
28239	06/20/23	MID-AMERICAN RESEARCH CHEMICAL			
E 101-43100-404		Repairs/Maint Machinery/	\$153.03	0791938	Car and Truck Wash
		Total	\$153.03		
28240	06/20/23	MUNICIPAL EMER SERVICES INC			
E 101-42230-500		Capital Outlay (GENERAL	\$1,705.36	1886228	CFD 2 Ice Command Rescue Suits
		Total	\$1,705.36		
28241	06/20/23	N & J SERVICES			
E 101-45100-300		Professional Srvs (GENE	\$800.00		CCC - Event Cleaning June 4
		Total	\$800.00		
28242	06/20/23	OVERLINE & SON, INC.			
E 602-49450-312		Contractual Services	\$3,510.00	1201	Vactor Services May 30
E 602-49450-312		Contractual Services	\$1,755.00	1202	Vactor Services May 31
		Total	\$5,265.00		
28243	06/20/23	JUSTIN PETERSON			
R 101-00000-32210		Building Permits	\$60.00		Overcharged for permit
		Total	\$60.00		
28244	06/20/23	QUALITY FLOW SYSTEMS, INC			
E 602-49450-404		Repairs/Maint Machinery/	\$2,300.00	45015	RAS Pump Repair
		Total	\$2,300.00		
28245	06/20/23	BRENDA ROWE			
G 101-22000		Deposits	\$925.00		Deposit Refund
		Total	\$925.00		
28246	06/20/23	STRAIGHT UP SERVICES, INC			
E 101-43100-404		Repairs/Maint Machinery/	\$159.95	52880	JD 1025 Tractor Battery
E 101-43100-404		Repairs/Maint Machinery/	\$19.87	52932	Bobcat Wiper Blade
E 101-43100-404		Repairs/Maint Machinery/	\$304.35	52976	Sierra 3500 Repair Backup Alaem System
		Total	\$484.17		
28247	06/20/23	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42230-500		Capital Outlay (GENERAL	\$389.44	205486	Uniform Hood
		Total	\$389.44		
10100 Checking			\$108,079.83		

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Batch:

060623Techstar,060523HealthPartners,060523Republic,060523MidCounty,062023CR,060823Bolton,060823Pitney,060923CoreMain,0
61223Xcel,061223ECM,061323Abdo,061323Centerpoint,061223Centerpoint,061423Centerpoint,061423CircleK,061423PerMar,061423
Verizon,061423MidCounty

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**10100 Checking**

101 GENERAL FUND	\$48,683.13
601 WATER FUND	\$12,494.90
602 SEWER FUND	\$15,244.70
603 STORM WATER FUND	\$31,657.10
	<hr/>
	\$108,079.83

Clerk Treasurer

Date

City of Cologne Payroll 6-Jun-23			
Employee	\$ 12,810.46	June 6, 2023 Payroll	
IRS	\$ 4,849.95	June 6, 2023 Payroll	
MN Department of Revenue	\$ 848.91	June 6, 2023 Payroll	
PERA	\$ 2,430.48	June 6, 2023 Payroll	
Total	\$ 20,939.80		

City of Cologne Payroll
20-Jun-23

Employee	\$ 13,696.08	June 20, 2023 Payroll
IRS	\$ 5,216.09	June 20, 2023 Payroll
MN Department of Revenue	\$ 909.83	June 20, 2023 Payroll
PERA	\$ 2,488.87	June 20, 2023 Payroll
Deferred Compensation	\$ 523.90	June 20, 2023 Payroll
Health Savings Account	\$ 1,574.18	June 20, 2023 Payroll
Total	<u>\$ 24,408.95</u>	

**CITY OF COLOGNE
CITY COUNCIL
RESOLUTION NO. 23-14
RESOLUTION WAIVING HEARING PRIOR TO MUNICIPAL CONSENT FOR US
HIGHWAY 212 EXPANSION THROUGH THE CITY OF COLOGNE**

At a Meeting of the City Council of the City of Cologne held on June 20, 2023, the following Resolution was offered by _____ and seconded by _____, to wit:

WHEREAS, the Commissioner of Transportation and Carver County have prepared a final layout for State Project 1013-77 on Trunk Highway 212, from approximately County State Aid Highway (CSAH) 34 in the City of Norwood Young America to CSAH 36 and partially within the City of Cologne for expressway expansion improvements (the "Project"); and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said "Final Layout" for the Project is on file in the Carver County Public Works office, Cologne, Minnesota, being marked as Layout No. 1B, S.P. 1013-77, from RP 132+00.1 to RP 137+00.6; and

WHEREAS, the Final Layout was first presented to the City on October 17, 2022 via email by the consulting engineer for the Project who requested the City waive its municipal consent for the Project; and

WHEREAS, the City reviewed the Final Layout and determined that it had minimal impact within the limits of the City and was not disruptive to the flow of traffic, comprehensive plan, zoning, or safety of the public; and

WHEREAS, this Resolution shall not be effective as either an approval or non-disapproval of the Project if the final construction plans deviate from the Final Layout; and

NOW, THEREFORE, BE IT RESOLVED that the City Council, having waived the public hearing at the request of Carver County and MnDOT does not disapprove of the of the Final Layout for the Project within the corporate limits of the City.

Matt Lein, Mayor

ATTEST:

Michelle Morrison, City Clerk

**CITY OF COLOGNE
CLERK'S CERTIFICATION**

State of Minnesota

County of Carver

City of Cologne

I do hereby certify that attached is a true and correct copy of Resolution 23-14, a RESOLUTION WAIVER HEARING PRIOR TO MUNICIPAL CONSENT FOR US HIGHWAY 212 EXPANSION THROUGH THE CITY OF COLOGNE, that was adopted by the City of Cologne, Minnesota on June 5, 2023, as shown by the minutes of said meeting.

(SEAL)

Michelle Morrison, City Clerk

CITY OF COLOGNE

ORDINANCE NO. 172

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF ARKANSAS/ LOUISIANA/ MINNESOTA/ MISSISSIPPI/ TENNESSEE, LLC. TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF COLOGNE, MINNESOTA

THE CITY COUNCIL OF THE CITY OF COLOGNE (the "City"), CARVER COUNTY, MINNESOTA, DOES ORDAIN AS FOLLOWS:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this franchise ordinance ("Franchise"), to grant permission Comcast of Arkansas/Louisiana/Minnesota/Mississippi/ Tennessee, LLC. ("Grantee"), to construct, operate, and maintain a cable television system ("System") in the City.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City, its residents, and the community.

FINDINGS

In review of the franchise application of Grantee, the City makes the following findings: The City, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise ordinance with the Grantee for the construction, operation and maintenance of a System on the terms and conditions set forth herein. Grantee was afforded reasonable notice and reasonable opportunity to be heard at a public hearing.

SECTION 1.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Required Contents Statute. This Franchise ordinance shall comply with Minn. Stat. § 238.084 governing the required contents of franchise ordinances in the State of Minnesota. If any part of this ordinance lacks a required clause from Chapter 238, it is hereby incorporated and all provisions govern as if stated herein. Capitalized terms used herein that are not defined shall have the meaning ascribed to them in the Cable Communications Policy Act (47 U.S.C. §521 et. seq.).
2. Franchise Required. It shall be unlawful for any person to construct, operate or maintain a System or provide cable service in the City unless such person shall first obtain and hold a valid franchise. The City shall comply with the Minnesota level playing field statute at Minn. Stat. § 238.08 and any other applicable state or federal level playing field requirements.

3. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
4. Franchise Area. This Franchise is granted for the corporate boundaries of the City, as it exists from time to time.
5. Petition to Amend Franchise. Notwithstanding any provision to the contrary, if another operator, legally authorized by state or federal law, makes available for purchase by customers ("Subscribers") a cable service or its functional equivalent (including video programming under 47 U.S.C. § 571 (a)(3) or § 573) within the City without a franchise or other similar lawful authorization granted by the City and the City has the lawful authority to require a franchise from that operator, then Grantee shall have the right to petition the City to modify this Franchise and the Grantee and the City shall negotiate said modifications within 120 days.
6. Nonexclusive. This Franchise shall be nonexclusive and the City reserves the right to grant similar use to any person at any time during the term of this Franchise subject to Section 1.2 herein.
7. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless sooner renewed, revoked, or terminated as provided herein. This Franchise may be renewed for one additional fifteen (15) year period upon mutual agreement of the City and the Grantee subject to these existing terms and conditions. Both parties hereto do not waive and hereby reserve all rights they have regarding the renewal of the Franchise pursuant to applicable law.
8. Compliance with Applicable Laws, Resolutions and Ordinances. The Grantee shall be subject to any lawful, non-discriminatory exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of the City during the term of this Franchise. This Franchise shall comply with Minnesota franchise standards contained in Minn. Stat. § 238.01 et seq.
9. Conformance with State and Federal Laws and Rules. The City and Grantee shall conform to state laws and rules regarding cable communications no later than one (1) year after they become effective, unless otherwise stated. The City and Grantee shall conform to federal laws and regulations regarding cable services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.
10. Written Notice. Notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to Grantee or the City

Administrator of this Franchise upon receipt after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Cologne
Attn: City Administrator
1211 Village Parkway
P.O. Box 120
Cologne, MN 55322

If to Grantee: Comcast
Attn: Vice President of External Affairs
10 River Park Plaza
St. Paul, MN 55107

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

SECTION 2. CONSTRUCTION STANDARDS

1. Construction Codes and Permits.
 - a. Grantee shall obtain all lawful and necessary permits from City before commencing any construction or extension of System, including the opening or disturbance of any right-of-way, or private or public property within City. Grantee shall comply with all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in the City and give due consideration to the aesthetics of the property.
 - b. Consistent with its right-of-way ordinances, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise.
 - c. The Grantee shall install and maintain its System and other equipment and facilities in accordance with the National Electric Safety Code, all other applicable federal, state and local laws and regulations, and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.
 - d. The Grantee shall install and maintain the System and all other equipment and facilities in, over, under and upon the rights-of-way, wherever situated or located, in accordance with all right-of-way ordinances, the National Electric Safety Code, all

other applicable federal, state and local laws and regulations, and in a condition so that the same shall not endanger public health or safety.

2. Repair of Rights-of-Way and Property. Consistent all applicable laws governing rights-of-way, any and all rights-of-way or public or private property that are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee. Notwithstanding the foregoing, Grantee shall not be responsible for any damage to any underground facilities that were not properly located in accordance with applicable law or any property improperly placed in any right-of-way or any utility easement.
3. Conditions on Right-of-Way Use.
 - a. Subject to applicable law, nothing in this Franchise shall be construed to prevent City from adopting and enforcing lawful requirements for the usage of rights-of-way or from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any right-of-way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - b. If, at any time during the period of this Franchise, City shall elect to alter or change the grade or location of any right-of-way, the Grantee shall, upon reasonable notice and in a manner consistent with applicable ordinances, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System. If the City enters into an agreement to reimburse other occupants of the right-of-way for such relocation or removal, Grantee shall be likewise reimbursed.
 - c. The Grantee shall have the authority to trim any trees upon and overhanging the rights-of-way only to the extent necessary to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

SECTION 3. DESIGN PROVISIONS

1. Operation and Maintenance of System. The Grantee shall render good quality Service, make repairs promptly, and interrupt Service only for good cause and for the shortest time possible.
2. Technical Standards. The Grantee shall install a System the meets the applicable technical standards for a fiber optic system as promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC's rules and regulations found at 47 U.S.C. §§ 76.601 - 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.
3. Initial Construction of Cable System. The Grantee shall begin construction within 240 days of the effective date of this Franchise. Construction of the System must proceed at a

rate of not less than 50 plant miles constructed per year of the Franchise term until the City, as it exists at the time this Franchise is granted, is fully constructed with fiber cable. Construction throughout the City must be substantially completed within 5 years of the granting of the Franchise. The timing construction requirements of Minn. Stat. § 238.084, Subd. 1 (m) that are incorporated into this section may be waived by the City only upon occurrence of unforeseen events or acts of God.

4. Density. Grantee shall not be required to extend service to any area of the City unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier.
5. Annexation. In the event of annexation by the City, or as development occurs, any new territory shall become part of the Franchise Area. Grantee shall be given a reasonable period to construct and activate cable plant to service annexed or newly developed areas, upon written notice from the City that annexation has occurred.
6. System Testing. The City may engage any consultant, engineer or expert to perform System testing and review as it deems necessary. The City shall endeavor to so arrange its request for such System testing to minimize hardship or inconvenience to Grantee or to the Subscribers. Where testing is conducted to resolve System performance problems or complaints, the City's costs of such testing shall be borne by the City.

SECTION 4. SERVICES PROVISIONS

1. Regulation of Service Rates.
 - a. The City may regulate rates for the provision of cable service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s).
 - b. A list of Grantee's current Subscriber rates, charges, and contract terms (as established by Grantee) shall be available for public inspection. Subscribers will be notified of any changes in rates, programming services or channel positions in accordance with federal law. To the extent required by federal law, notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. Notwithstanding any other provision, Grantee shall not be required to provide prior notice of any rate changes that are a result of a regulatory fee, franchise fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or franchising authority on the transaction between the operator and the Subscriber.
2. Service Complaints. Grantee will maintain an adequate number of local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week so as to receive Subscriber complaints, requests, and inquiries. During normal business hours, at least 8 a.m. to 5 p.m., and some evening or weekend hours, Grantee shall ensure that trained representatives are available to respond to

Subscriber inquiries.

3. Complaint and Other Service Records. Upon request by the City, Grantee shall prepare written records of all written complaints received and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of Grantee. Grantee shall provide the City with a written summary of such complaints and their resolution and in a form mutually agreeable to City and Grantee.
4. Subscriber Contracts. Grantee shall make available for review by the City any standard form Subscriber contract utilized by Grantee.
5. Refunds and Credits. In the event a Subscriber establishes or terminates Service and receives less than a full month's Service, Grantee shall comply with applicable law regarding refunds or credits.
6. Regional Channel. The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes § 238.43.

SECTION 5. OPERATION AND ADMINISTRATION PROVISIONS

1. Access to Records. Subject to Section 5.2 herein, the City shall have the right to inspect any records maintained by Grantee which relate to this Franchise or System operations including, specifically, Grantee's accounting and financial records, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Grantee shall provide copies of any such records upon request by City.
2. Confidential Information and Compliance with Minnesota Data Practices Act. Consistent with applicable law and specifically the Minnesota Data Practices Act (MDPA), as amended, the City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the City aware of such confidentiality. Grantee shall label or mark such "confidential" information. Consistent with the MDPA and applicable law, if the City believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by the MDPA and applicable law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any person.
3. Franchise Administration. The City Administrator or such other person as may be from time to time designated by the City shall be responsible for the continuing administration of this Franchise.
4. Public Access Channel. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the system, reception on at least one specially

designated access channel ("Access Channel"). Grantee's obligation shall be limited to providing the channel capacity for the Access Channel and City or its designee shall provide playback and content for the same. During those times when the Access Channel is not being used by the City, the Grantee may use the Access Channel.

SECTION 6.

GENERAL FINANCIAL, INSURANCE AND SECURITY PROVISIONS

1. Indemnification.

- a. The City and its officers, boards, committees, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any person, or for any injury to or death of any person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System or as to any other action or event with respect to this Franchise.
- b. Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, committees, elected officials, employees and agents from and against all liability, damages, and penalties which they may legally be required to pay as a result of the actions or omissions of the Grantee operating under this Franchise.
- c. Nothing in this Franchise relieves a person, except the City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

2. Insurance.

- a. Grantee shall possess at its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy in protection of the Grantee, and the City, its officers, boards, committees, elected officials, employees and agents for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, the City officers, boards, committees, elected officials, employees and agents.
- b. The policies of insurance shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more persons in any one occurrence, One Million Dollars (\$1,000,000.00) for property damage to any one person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.
- c. The policy or policies of insurance shall be maintained by Grantee in full force and

effect during the entire term of the Franchise.

3. At the time the Franchise becomes effective and thereafter until the Grantee has liquidated all of its obligation with the City, the Grantee shall furnish a performance bond of \$50,000.00 for damages resulting from the Grantee's nonperformance. In the absence of material default on the part of Grantee, the requisite performance bond shall decrease by 50% each year

SECTION 7. SALE, ABANDONMENT, AND TRANSFER OF FRANCHISE

1. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.
2. Removal After Abandonment, Termination or Forfeiture. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within the City. However, Grantee shall have no obligation to remove the System where it utilizes the System to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilitates in the Public Rights-of-Way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.
3. Sale or Transfer of Franchise. No sale, transfer, or fundamental corporate change of or in Grantee, or which creates a new controlling interest in Grantee, including, but not limited to, the sale of a majority of Grantee's assets, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until the parties to the sale, transfer, or corporate change file a written request with the City for its approval and such approval is granted by the City, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness. If the Franchise is transferred or sold by Grantee, the City shall have the right to purchase the System pursuant to Minn. Stat §238.084 (1)(y).

SECTION 8. REVOCATION OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined that Grantee has violated any material provision of this Franchise, has made intentional misrepresentations to the City, or has practiced fraud or deceit upon the City of a Subscriber.
2. Procedures.
 - a. The City shall provide the Grantee with written notice of the cause for revocation and its intent to revoke and shall allow Grantee sixty (60) days to cure the violation ("the cure period").

- b. Grantee shall be provided the right to a public hearing affording due process prior to revocation, which public hearing shall follow the cure period. The City shall provide

the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

- c. After such public hearing and release of written findings, the City may revoke the Franchise. Grantee may appeal such revocation to a court or agency of competent jurisdiction.
- d. During the appeal period, Grantee may continue to operate the System pursuant to the terms and conditions of the Franchise, unless the term thereof sooner expires.

SECTION 9. PROTECTION OF INDIVIDUAL RIGHTS

- 1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply with all other applicable federal, state, and local laws, and all executive and administrative orders relating to nondiscrimination.
- 2. Subscriber Privacy.
 - a. Grantee shall comply with the Subscriber privacy-related requirements of 47 U.S.C. § 551. No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. Such written permission shall be for a limited period not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV Channel activity planned for the purpose of monitoring individual viewing patterns or practices.
 - b. No lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available. Such written permission shall be for a limited period not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.
 - c. Written permission from the Subscriber shall not be required for the conducting of System wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such

information shall be subject to the provision set forth in Subparagraph (b) of this Section.

SECTION 10.

FEE

1. Franchise Fee.

- a. The City may require Grantee to pay a Franchise Fee of up to five percent (5%) of its annual Gross Revenues to the City. Within 60 days of notice from City, Grantee shall begin collecting and paying such Franchise Fee. "Gross Revenues" means all revenue received directly or indirectly by the Grantee from the operation of its System to provide Basic Cable Service. Gross Revenues shall not include bad debt, or any taxes on services furnished by Grantee which are imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit.
- b. To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee's calculations.
- c. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the foregoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.
- d. Payments shall be payable annually. Payments shall be made within sixty (60) days of the end of each of each calendar year together with a report in a form reasonably acceptable to City that shows the basis for the computation. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.
- e. Any fee must be adopted by separate ordinance. If no separate ordinance is adopted to address a fee, then no fee is required.

SECTION 11.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Ordinance shall be published in accordance with applicable local and Minnesota law. A summary of this ordinance may be published and constitute sufficient public notice. The effective date of this Franchise shall be the date of acceptance by Grantee.

Passed and adopted by the City Council of the City of Cologne on the _____ day of _____,

2023.

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

AGREEMENT AND SIGNATURE ADDENDUM

ACCEPTED: The undersigned Grantee, Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC. accepts this Franchise and agrees to be bound by its terms and conditions.

Comcast of Arkansas/Louisiana/Minnesota/Mississippi/ Tennessee, LLC

By:_____

Its:_____

Date:_____

Cologne Area Transportation Study

City Council Update

June 2023

Agenda

Agenda

- Open house materials
- Comments from meeting/on-line engagement
- Additional implementation items
- Next steps

Open House Materials

Open House Materials

- Background information – study area, schedule, vision, goals
- Information on study issues - safety, traffic volumes, growth areas, etc. shown at previous meetings
- Concept evaluation overview
- Concepts recommended for implementation
- Implementation plan

Concept Evaluation Overview

EVALUATION OF CONCEPTS



Concepts were rated based on how well they met project goals. Overall scores help determine which concepts best support the vision.

Project Goals



User Safety

Promotes traffic safety for motorists and non-motorists



Vehicle Mobility

Supports existing and future mobility at the local and regional level



Support Multimodal Network

Provides a multimodal transportation network that supports healthy and livable communities



Economic Growth

Supports local community and economic growth through the development and maintenance of the transportation network



Respect the Environment

Preserves important social, environmental, and economic resources



Financial Responsibility

Uses sustainable funding sources to maintain and operate a transportation network that can be scaled and implemented based on the level and timing of future growth and development

Key to Scores

OVERALL SCORE	OVERALL SCORE	OVERALL SCORE	OVERALL SCORE
—	0	+	++
Does not meet measure	Minimally meets measure	Meets measure	Exceeds measure

Example of Concept Scorecards

	OVERALL SCORE
User Safety	++
Vehicle Mobility	+
Support Multimodal Network	++
Economic Growth	+
Respect the Environment	+
Financial Responsibility	+

Market Avenue

Market Avenue

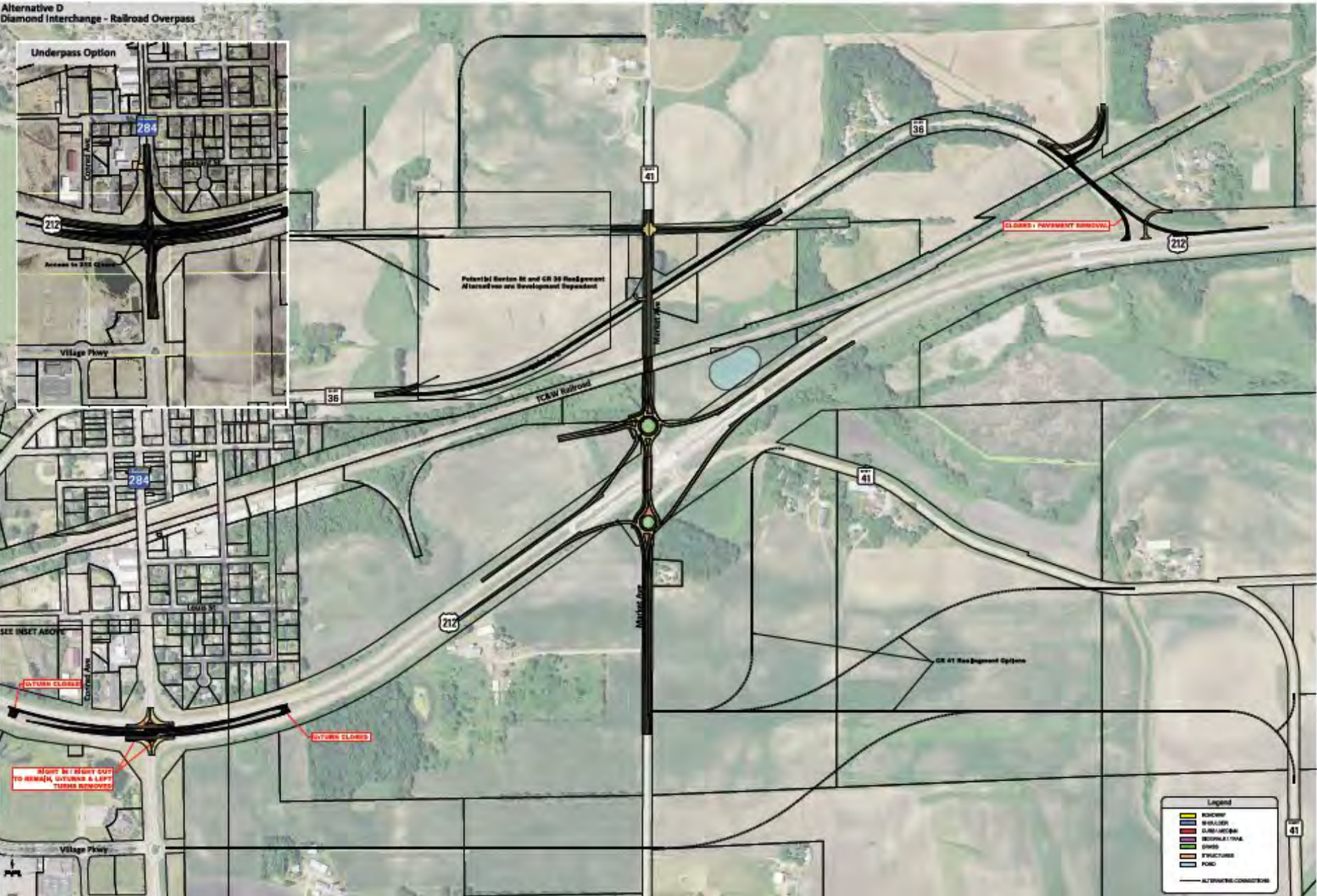
- Concepts C and D move forward

[illegible]

OVERALL
SCORE
++



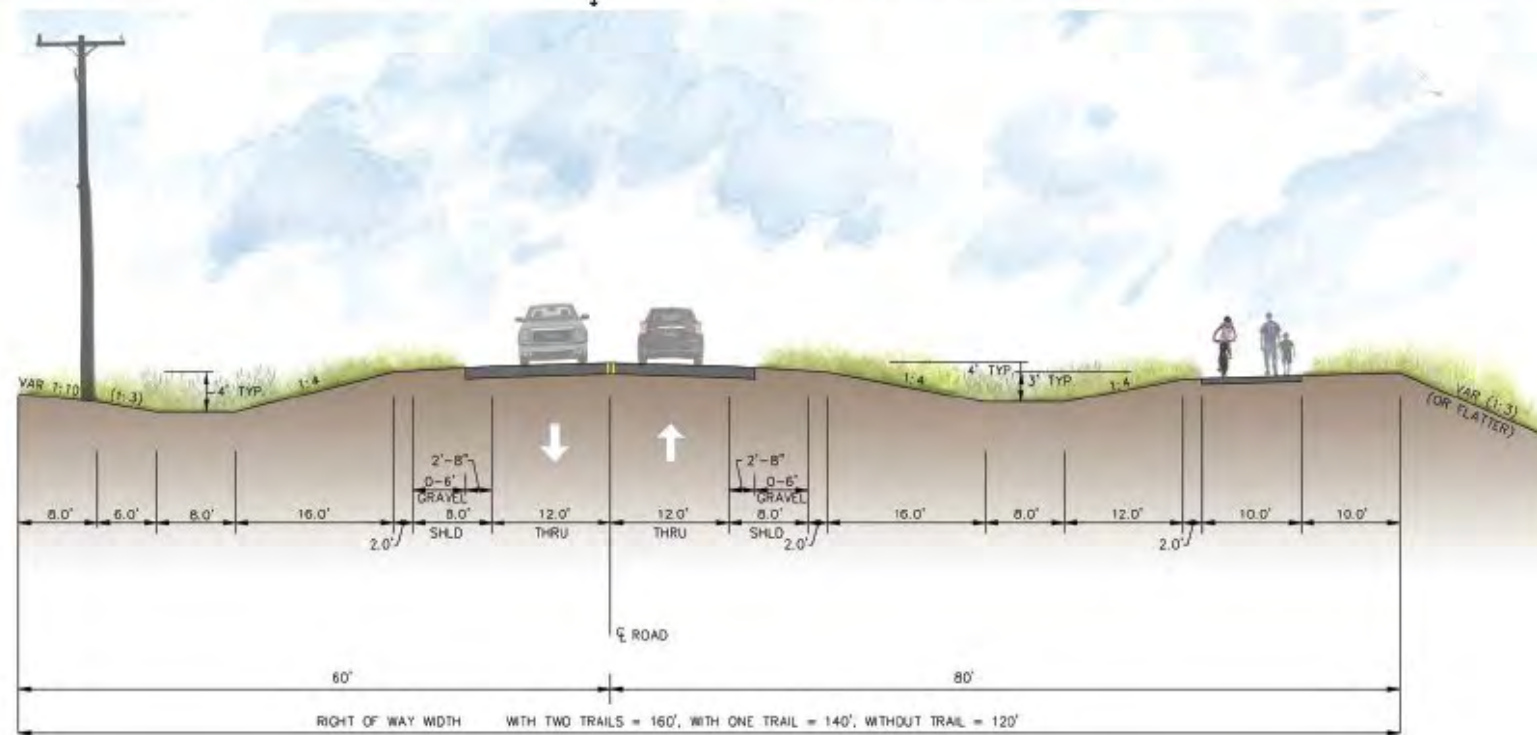
Market Avenue – Alternative D (roundabout – with railroad grade separation)



Market Avenue

Market Avenue – Roadway Connection North of CSAH 36 to CR 140

- New – developed following the last open house and feedback received from the public



Triangle Area – TH 284/Benton

Triangle Area

- 3 concepts
 - Concepts A and C previously shown to move forward
 - New concept F – full roundabout to move forward
 - Report will indicate that parking for those working in the community garden needs to be identified

Alternative A:



Scorecard		OVERALL SCORE
		+
	User Safety	++
	Vehicle Mobility	++
	Support Multimodal Network	++
	Economic Growth	++
	Respect the Environment	0
	Financial Responsibility	0

Alternative C:



Scorecard		OVERALL SCORE
		+
	User Safety	++
	Vehicle Mobility	++
	Support Multimodal Network	++
	Economic Growth	++
	Respect the Environment	0
	Financial Responsibility	0

Alternative F:

Alternative F Full Roundabout



TH 284 & Benton/122nd

TH 284 & Benton/122nd

- Preferred concept to move forward is Concept B, but keeping Concept A due to potential historic resource

Alternative A:



Scorecard		OVERALL SCORE ++
	User Safety	++
	Vehicle Mobility	++
	Support Multimodal Network	++
	Economic Growth	++
	Respect the Environment	+
	Financial Responsibility	++

Alternative B:



Roundabout Scorecard		OVERALL SCORE +
	User Safety	++
	Vehicle Mobility	++
	Support Multimodal Network	++
	Economic Growth	++
	Respect the Environment	0
	Financial Responsibility	+

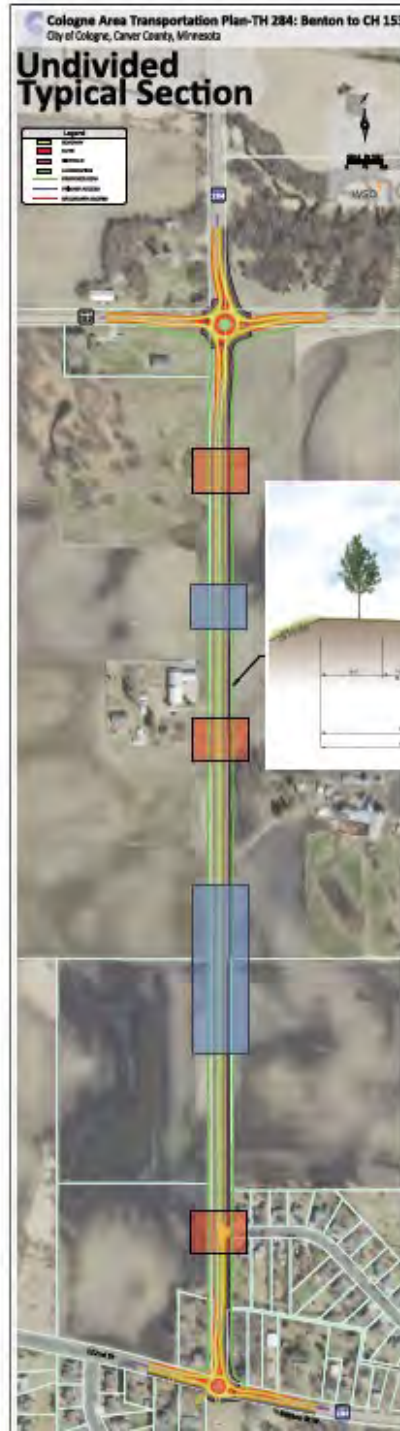
TH 284 North of 122nd

TH 284 between 122nd and CR 153/118th

- Concept B - undivided urban roadway with a trail on the east side will move forward

Intersection control at the southern end of the corridor to be determined.

Alternative B:

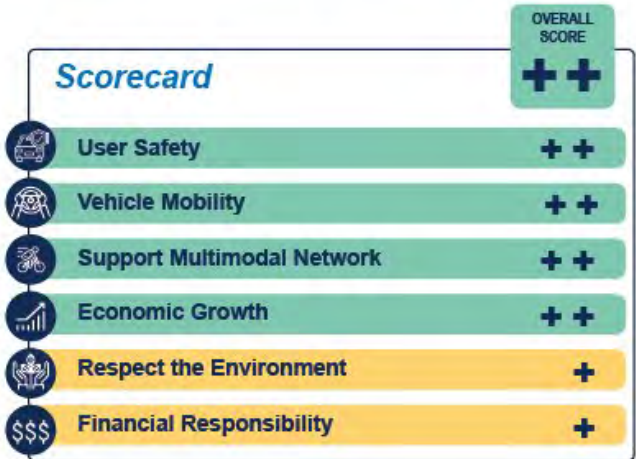


TH 284 & CR 153/118th

TH 284 & CR 153/118th Intersection

- Concept A – full-size roundabout will move forward at this location

Alternative A:



CSAH 36 to TH 284 – Ped and Bike Connections

CSAH 36 to TH 284 Pedestrian/Bicycle Connections

- Both concepts (trail and sidewalk) are to move forward

CSAH 36 TRAIL/SIDEWALK EXTENSION



Trail

OVERALL
SCORE

Scorecard

++



User Safety

++



Vehicle Mobility

N/A



Support Multimodal
Network

++



Economic Growth

N/A



Respect the
Environment

++



Financial
Responsibility

++

Sidewalk

OVERALL
SCORE

Scorecard

++



User Safety

++



Vehicle Mobility

N/A



Support Multimodal
Network

++



Economic Growth

N/A



Respect the
Environment

++



Financial
Responsibility

+

Implementation

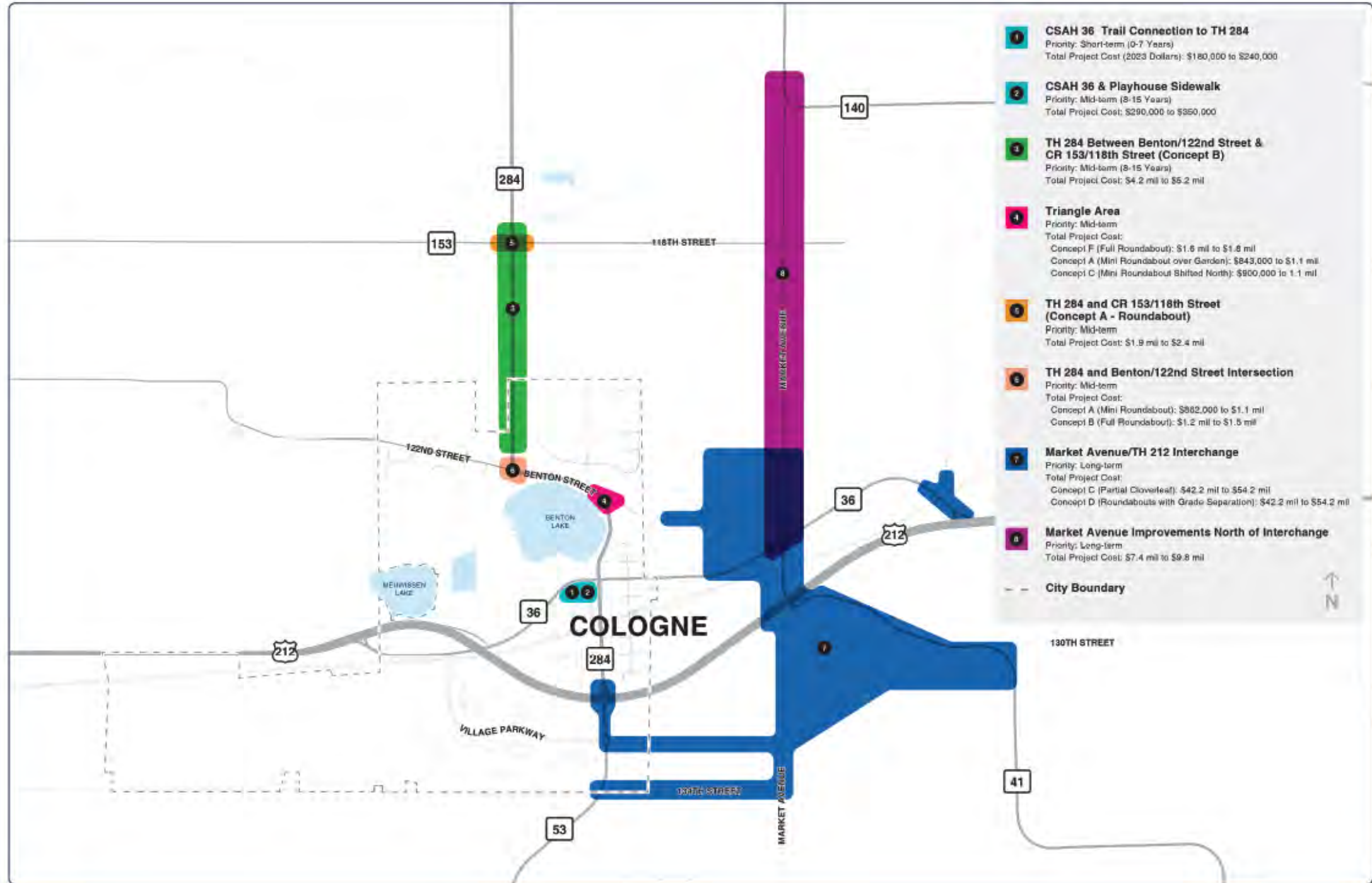
Implementation

- Projects identified for short-, mid-, and long-term
 - Short = 2023 – 2030
 - Mid = 2031 – 2038
 - Long = 2039+

IMPLEMENTATION PLAN



Priority	Project Number	Project	Potential Funding	Lead Agency	Project Costs (Construction, Right-of-Way, Project Development and Delivery)						
					Total (2023 Dollars)			Year	Total Expected Cost (with 4% inflation)		
Short-term (2023 - 2030)	S1	CSAH 36 Trail Extension (Concept A - Trail)	Regional Solicitation	Carver County	\$ 180,000	to	\$ 240,000	2030	\$ 236,868	to	\$ 315,824
	Subtotal				\$ 180,000		\$ 240,000		\$ 236,868		\$ 315,824
Mid-Term (2031 - 2036)	M1	TH 284 between Benton/122nd Street Intersection to CR 153/118th Street Intersection (Concept B - Undivided)	Safe Streets for All, Regional solicitation, Turnback Dollars	MnDOT, Carver County	\$ 4,203,719	to	\$ 5,179,533	2035	\$ 6,730,290	to	\$ 8,292,599
	M2	CSAH 36/Playhouse Street Sidewalk Extension (Concept B - Sidewalk)	City of Cologne	Cologne	\$ 290,000	to	\$ 350,000	2035	\$ 464,299	to	\$ 560,361
	M3 - F	Triangle Area (Concept F - Full Size Roundabout)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 1,583,525	to	\$ 1,840,200	2035	\$ 2,535,275	to	\$ 2,946,219
	M3 - A	Triangle Area (Concept A - Mini Roundabout Over Garden)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 842,449	to	\$ 1,082,555	2035	\$ 1,348,787	to	\$ 1,733,206
	M3 - C	Triangle Area (Concept C - Mini Roundabout Shifted North)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 900,000	to	\$ 1,140,000	2035	\$ 1,440,929	to	\$ 1,825,177
	M4	TH 284 and CR 153/118th Street Intersection (Concept A - Roundabout)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 1,930,889	to	\$ 2,411,363	2035	\$ 3,091,416	to	\$ 3,860,670
	M5 - B	TH 284 and Benton/122nd Street Intersection (Concept B - Full Size Roundabout)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 1,233,892	to	\$ 1,475,365	2035	\$ 1,975,500	to	\$ 2,362,107
	M5 - A	TH 284 and Benton/122nd Street Intersection (Concept A - Mini Roundabout)	Safe Streets for All, Regional solicitation, HSIP, Turnback Dollars	MnDOT, Carver County	\$ 861,567	to	\$ 1,102,505	2035	\$ 1,379,397	to	\$ 1,765,146
	Subtotal				\$ 8,128,624	to	\$ 11,256,461		\$ 13,014,190	to	\$ 18,021,956
Long-term (2039+)	L1 - C	Market Avenue/TH 212 Interchange (Concept C - Partial Cloverleaf)	Regional solicitation, Corridors of Commerce, RAISE	Carver County, MnDOT	\$ 42,217,840	to	\$ 54,227,311	2039	\$ 79,073,222	to	\$ 101,566,737
	L1 - D	Market Avenue/TH 212 Interchange (Concept D - Roundabouts with Grade Separation at Market)	Regional solicitation, Corridors of Commerce, RAISE	Carver County, MnDOT	\$ 42,206,375	to	\$ 54,215,347	2039	\$ 79,051,748	to	\$ 101,544,329
	L2	Market Avenue Improvements – North	Regional Solicitation, Others to be determined	Carver County	\$ 7,423,573	to	\$ 9,833,293	2039	\$ 13,904,212		\$ 18,417,573
	Subtotal				\$ 49,629,947	to	\$ 64,060,604		\$ 92,955,961	to	\$ 119,984,310
Total 20-year Investment					\$ 57,938,571	to	\$ 75,557,065		\$ 106,207,019	to	\$ 138,322,090



Public Comment - General

Open House Comments

- Concern about agricultural uses
- Generally supportive of concepts identified
- Strong support for pedestrian and bicycle improvements and connections
- Appreciated information on timing – some folks wanted pedestrian and bicycle improvements moved forward

Public Comment - Developer

Developer interest

- Following open house – owner of land west of Market Avenue approached Carver County
 - Is interested in participating in a study to better define Benton and CSAH 36 connections following the current study
 - Wants to ensure there will be development opportunities for their land
 - Has some ideas they would like to explore to provide east-west connection of CSAH 36

Additional Implementation Items – Policy & Administration

Timeframe	Task	Responsible Agency(ies)
Short	Adopt Study	Cologne, Carver County, MnDOT
	Budget for improvements	Cologne, Carver County, MnDOT
	Apply access management strategies for new development	Cologne, Carver County
	Obtain necessary right of way as part of new development (including new connections)	Cologne, Carver County
Mid	Comprehensive plan updates	Cologne, Carver County
	Annexation agreement with Benton Township	Cologne
	Comprehensive plan amendments (as needed)	Cologne, Carver County
	Continue budgeting for improvements	Cologne, Carver County, MnDOT
	Continue to apply access management strategies for new development	Cologne, Carver County
	Continue to obtain necessary right of way as part of new development (including new connections)	Cologne, Carver County
	Initiate turnback of TH 284 from MnDOT to Carver County	MnDOT, Carver County
Long	Reclassify roadways following improvements (Market Avenue and potentially TH 284)	Carver County, MnDOT
	Continue budgeting for improvements	Cologne, Carver County, MnDOT
	Continue to apply access management strategies for new development	Cologne, Carver County
	Continue to obtain necessary right of way as part of new development (including new connections)	Cologne, Carver County

Additional Implementation Items – Future Studies

Timeframe	Task	Responsible Agency(ies)
Short	Identify future connections for Benton Street and CSAH 36	Cologne, Carver County
	RCI geometric changes at TH 212/TH 284/CSAH 53	MnDOT, Carver County
	ITS advance warning at existing TC&W grade-separated crossing at CSAH 36 and TH 212	Carver County, MnDOT
	Wayfinding signage to TH 212 west and TH 212 east from Village Parkway/CSAH 36 intersection	Carver County, Cologne
	Trail connections out of town (regional trail)	Cologne, Carver County
	Turnback of TH 284 north of study limits	MnDOT, Carver County
Mid	Refine Market Avenue interchange	MnDOT, Carver County, Cologne, townships
	Identify alignment for Market Avenue connection into Waconia	Carver County, townships
	Connection to the south side of TH 212 into the city of Cologne across from Carver County Public Works	Cologne, Carver County, MnDOT
Long	Nothing identified	

Additional Implementation Items – Grant Applications

Timeframe	Task	Responsible Agency(ies)
Short	TH 284 and CR 153/118th	Carver County
	TH 284 and 122nd/Benton	Cologne, Carver County
	Trail connection along CSAH 36	Carver County
	TH 284 between Benton/122nd Street Intersection to CR 153/118th Street Intersection	Carver County
	Triangle Area	Carver County
Mid	Unsuccessful applications from short-term	Carver County, Cologne
Long	Market Avenue interchange	Carver County, MnDOT
	Market Avenue roadway	Carver County
	Unsuccessful applications from mid-term	Carver County, MnDOT

Additional Implementation Items – Ongoing Activities

Ongoing Activities

- Funding: Regularly review funding opportunities, project eligibility, potential cost-share, and potential funding packages for the identified program of projects.
- Development Review: Given the potential for growth within Cologne and surrounding townships, it will be imperative to evaluate proposed development impact and compatibility with planned transportation improvements.
- Concept Review: Initiate concept review as part of grant applications: This will ensure compatibility with funding opportunities and reaffirm commitments to improvements.

Next Steps

- Finalize implementation plan
- Finalize study plan
- Ask for adoption of study plan by city and county
- Ask MnDOT for support of plan

Collaborative Planning, LLC

Memorandum

To: Planning Commission
From: Cindy Nash, AICP, EDFP
Date: April 27, 2023
Subject: Accessory Structures Ordinance

Following the February and March Planning Commission meeting, a draft ordinance has been prepared for public hearing. Included in the packet is that proposed ordinance to consider for a recommendation to the City Council. A redline that compares just the accessory structure section to the current ordinance is also included.

There was discussion on items that carry through other locations of the Zoning Ordinance. I have not prepared redlines for these but instead note them below.

1. **Impervious Surface.** Based on previous discussion, the lot coverage (impervious surface coverage) limit of the R-1 District would be increased from 25% to 35%. The exception to this is the shoreland overlay where more restrictive requirements would continue to apply.
2. **Existing Downtown Accessory Provision.** The draft ordinance removes the existing carve-outs for the downtown area so that anyone, regardless of whether they already have an attached garage, can construct an accessory building. With that was also removed all of the discussion about the need to convert an attached garage to living space, etc.

**CITY OF COLOGNE
CARVER COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. 150-Y

**AN ORDINANCE AMENDING THE CITY OF COLOGNE ZONING ORDINANCE
RELATED TO ACCESSORY STRUCTURES AND IMPERVIOUS SURFACE**

The City Council of Cologne, Minnesota ordains:

SECTION 1. RESCIND AND REPLACE SECTION. Section 153.016 of the Cologne Zoning Ordinance is hereby rescinded and a new Section 153.016 is added as follows:

153.016 ACCESSORY STRUCTURES.

(A) General. No accessory structure may be permitted on any parcel without a principal structure. Accessory structures and driveways may not be located within any public easement areas. No accessory structures may be located in the required front yard (the area between the principal structure and the public right-of-way). Corner lots have front yard areas abutting both public rights-of-way.

(B) Site plan review and permit requirements.

(1) Structures 200 square feet and less. An administrative site plan review is required for the construction, erection, or placement of all detached accessory structures not exceeding 200 square feet in area. Any party intending to construct, erect, or place such a structure on any property must present a sketch plan of the property, including location of the principal structure and proposed location of the accessory structure, to the City Clerk. The City Clerk or designee shall promptly verify whether the proposed accessory structure meets the requirements of this chapter, or whether additional review or permitting is required. No site plan may be approved and no structure may be constructed unless in conformity with the requirements of this chapter.

(2) Structures over 200 square feet. An administrative site plan review and building permit application is required for all detached accessory structures exceeding 200 square feet in area. A certificate of survey, including the location of the principal structure and proposed location of the accessory structure along with other information included on the checklist for a certificate of survey, shall be submitted with the application.

(C) Size limitations. In the R-1, R-2, R-3, and residential Planned Unit Developments, the sum of the building area of all detached accessory structures shall not exceed a total of:

Lot Area (in square feet)	Maximum Total Floor Area of all Accessory Structures*	Maximum Number of Detached Accessory Structures
10,500 and smaller	1,000 square feet	2
10,501 to 21,780	1,200 square feet	2
21,781 to 43,560	1,400 square feet	2
43,561 and larger	1,600 square feet	2
1) Subject to maximum lot coverage limit contained in the underlying zoning district as shown in Section 153.043 or the shoreland overlay district provisions in Section 153.046, whichever is more restrictive .		
2) At no time shall the ground floor area of a detached residential accessory structure within an R-1, R-2, R-3, R-4, or PUD District exceed forty (40) percent of the combined ground floor area of the principal and accessory structure.		

(D) Size Limitations in Non-Residential Zoning Districts. Structures accessory to the principal use shall not exceed thirty (30) percent of the gross floor area of the principal use.

(E) Setback requirements. No accessory structure may be located in the required front yard in any zoning district. Accessory structures with permanent foundations must meet the setback requirements of the principal structure. Accessory structures built directly on the ground or without any permanent foundation shall meet the following minimum setback requirements:

Residential Districts Side yard: 5 feet
 Rear yard: 10 feet

Non-residential Districts Side/Rear yard: 1/2 the principal structure setback

(F) Design considerations. All detached accessory structures in excess of 200 square feet shall be compatible with the principal structure in appearance, architectural style and building materials. A determination shall be made during the site plan review process whether a new or realigned driveway to the accessory structure is necessary and appropriate.

(G) Driveways. A building permit for any accessory structure with garage doors or other openings to facilitate the storage of motor vehicle as defined by Minn. Stat. 169.011 or trailers shall include a driveway extension that meets the following requirements:

(1) No additional or separate driveway entrances are permitted for access to an accessory structure. An accessory structure may be accessed from an extension of the existing driveway but an additional curb cut to access an accessory structure is not permitted. An exception to this requirement is if the accessory structure can be accessed from a driveway connecting to a public alley that is paved and maintained by the city.

(2) A driveway extension servicing an accessory structure will be no greater than eight feet in width and shall be paved.

(3) A driveway extension requires landscaping and/or screening along the portion of the driveway which abuts any adjacent properties.

(4) A driveway extension may not be located in any public easements or within the required side or rear yard setback except that a driveway extension may cross the side or rear yard setback when connecting the accessory structure to a public alley.

SECTION 2. AMEND A PORTION OF A SECTION. The table of Dimensional Standards in Section 153.043 is hereby amended to change the Lot Coverage requirement in the R-1 Zoning District to 35%.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

SECTION 4. REPEALER

All prior ordinances to the extent that they are inconsistent with the terms and provisions of this Ordinance, shall be deemed repealed after the effective date of this Ordinance with regard to those inconsistent terms and provisions.

Passed by the City Council of Cologne this 20th day of June, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

June 6, 2023

City of Cologne
Attn: Jesse Dickson
1211 Village Parkway
Cologne, MN 55322

**RE: Benton Creek Area Improvement Project
Construction Contract Award**

Dear Mr. Dickson:

Bids for the above referenced project are scheduled to be received and opened on June 20, 2023. In order to expedite the project timeline, consideration to award a construction contract is requested to occur on this same day. Therefore, bid results will be tabulated and reviewed on June 20, 2023, and the results along with an award recommendation will be presented that evening at the City Council meeting.

I am open to discuss this project and answer any questions you or the City Council may have.

Sincerely,

Bolton & Menk, Inc.

Jake S. Saulsbury, P.E.

Cc: Ryan Johnson, Bolton & Menk



City of Cologne
May 2023



Carver County Sheriff's Office
Monthly Calls for Service
From: 05/01/2023 To: 05/31/2023

Cologne City

Patrol

A Offense

Assault	1
Burglary	1
Total A Offense:	2

Non Criminal

Misc Non-criminal	6
Alarm	1
Abuse/Neglect (Info Only)	2
Medical Calls Received	7
Assist Other Agency	1
Fire Calls Reveived	1
Warrant Service	1
Suspicious Activity	6
Total Non Criminal:	25

Traffic

Traffic - Misc	5
Traffic Stop	18
Total Traffic:	23

Total Patrol: 50

Administrative

Administrative

GunPermit-Acquire	2
GunPermit-CarryNew	2
GunPermit-CarryRenew	3
Lic - Liquor	1
Total Administrative:	8

Total Administrative: 8

Total Cologne City: 58



Carver County Sherff's Office
Arrest Summary
For: Cologne City
From: 05/01/2023 To: 05/31/2023

Cologne City

90C - Disorderly Conduct

Totals for Cologne City

Total Charges	Total Arrestees	Total Incidents
1	1	1
1	1	1



Carver County Sheriff's Office
Verbal Warnings
From: 05/01/2023 to 05/31/2023

Cologne City

Traffic Stop:	16
Grand Total Verbal Warnings:	16



Carver County Sherff's Office

Traffic Citation Summary

From: 05/01/2023 To: 05/31/2023

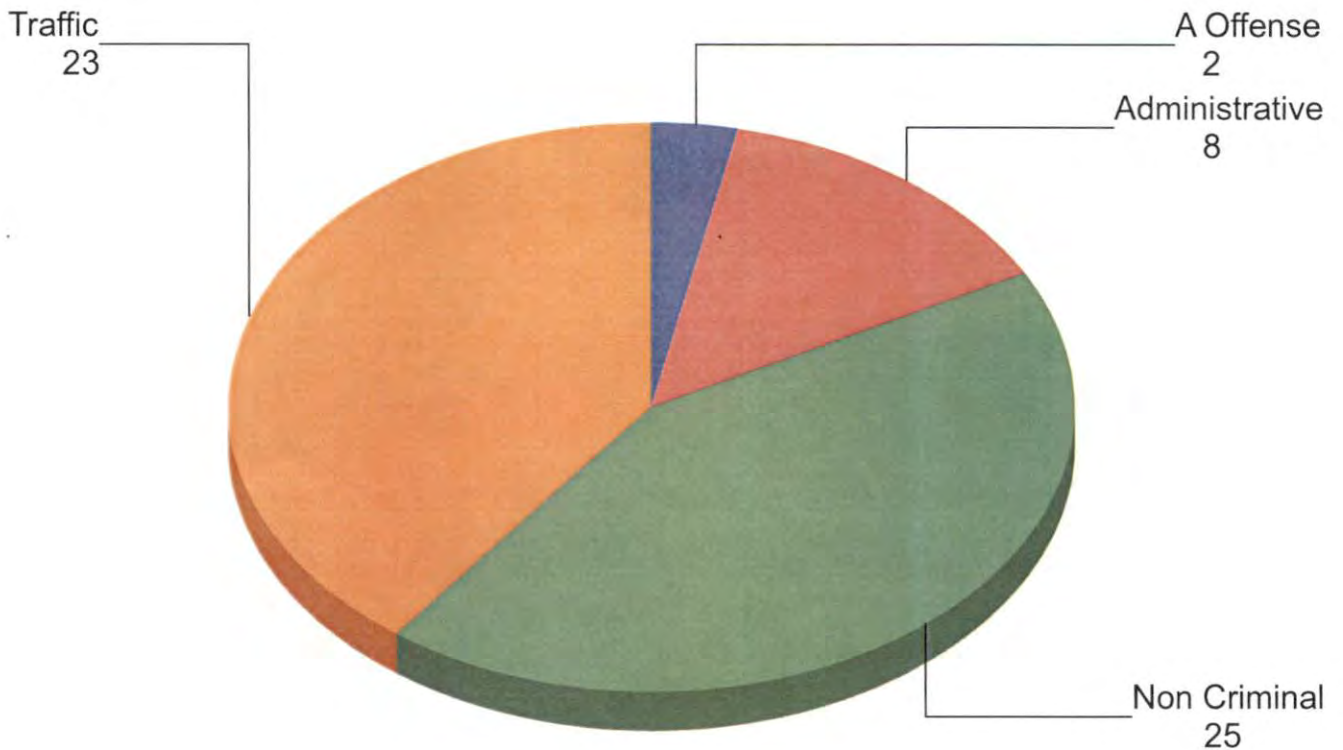
Cologne City

DAS, DAR, DAC:	1
Expired Tabs:	1
Over Center/Fog Line:	1
Seatbelt Violation:	1
Total Cologne City:	4



Carver County Sheriff's Office
Monthly Calls for Service
From: 05/01/2023 To: 05/31/2023

Cologne City



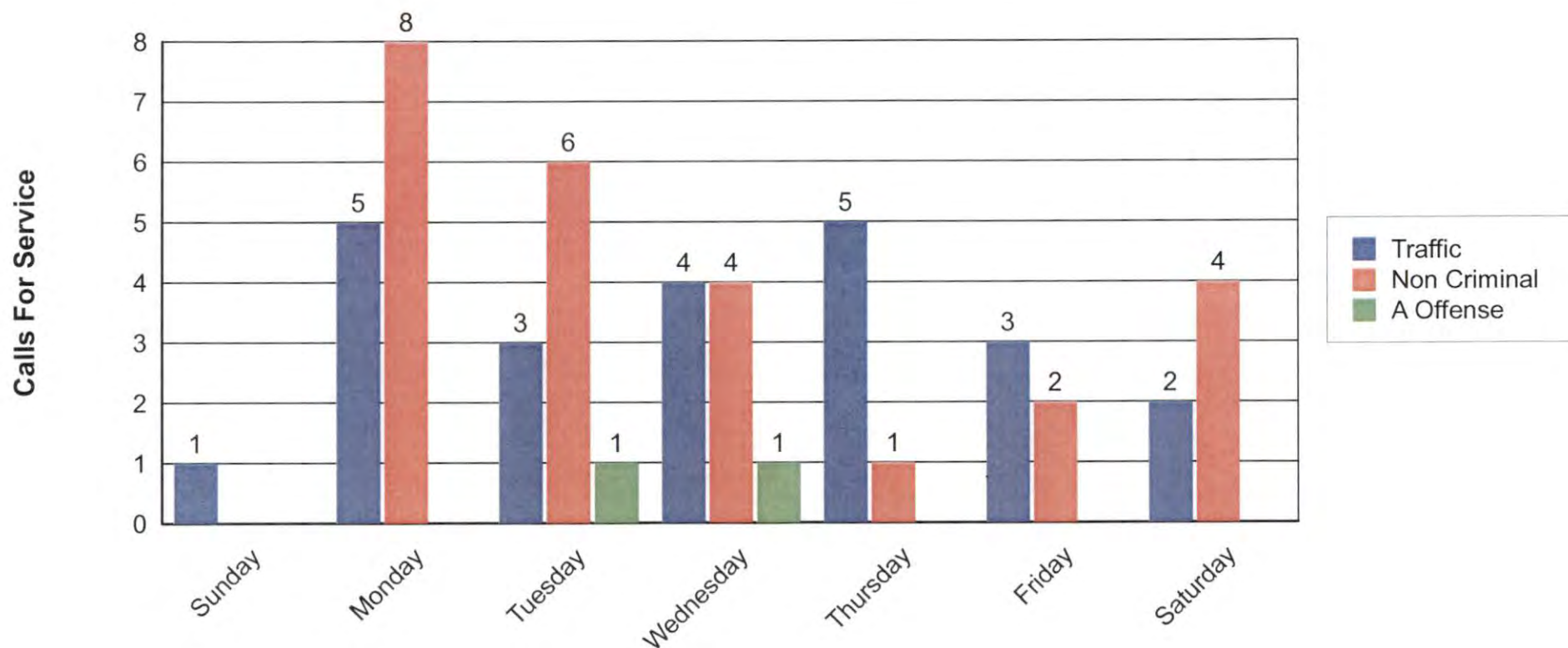
Total A Offense:	2
Total Non Criminal:	25
Total Traffic:	23
Total Administrative:	8

Total Cologne City: 58



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 05/01/2023 To: 05/31/2023

Cologne City

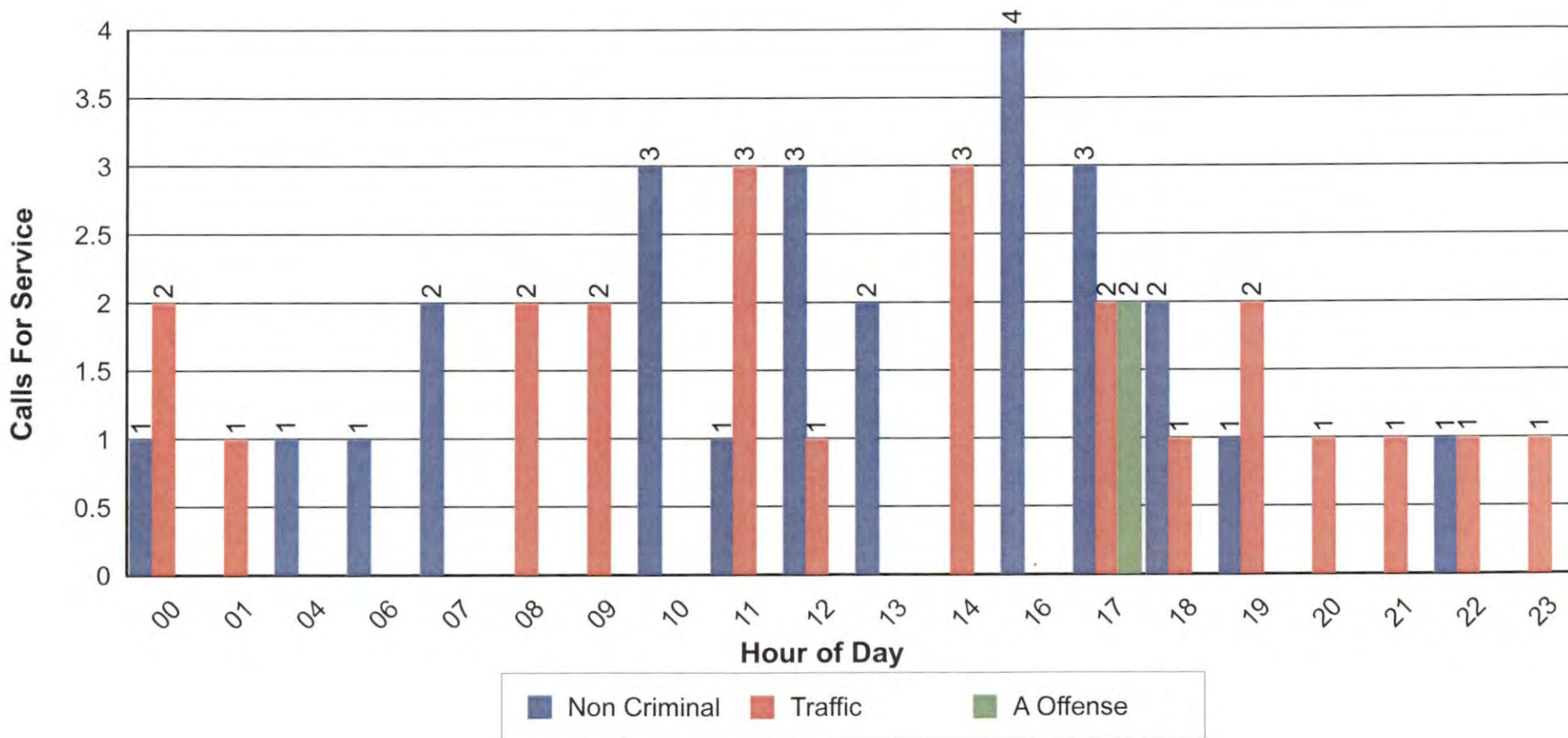


Total Cologne City: 50



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 05/01/2023 To: 05/31/2023

Cologne City



Total Cologne City: 50