



City Council Meeting Agenda

Monday, August 21, 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
 - a. Erica Wagner, Children of Tomorrow NYA
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. August 7, 2023 City Council Minutes
 - b. August 21, 2023 Check and EFT Summary
 - c. August 15, 2023 Payroll Summary
 - d. Resolution 23-19 Authorizing Issuance of Bonds Benton Creek Ave

- e. **2024 Carver County Prosecution Contract**
- 6. NEW COUNCIL BUSINESS**
 - i. **214 Playhouse Street East Nuisance Abatement**
 - ii. **Winkler Crossing 4th LoC Reduction**
 - iii. **Declare Planning Commission Vacancy & Advertise Position**
- 7. BOARD REPORTS**
 - a. **Village Parkway**
 - b. **July Sheriff's Report**
- 8. ANNOUNCEMENTS**
- 9. ITEMS REMOVED FROM THE CONSENT AGENDA**
- 10. ADJOURN**

CALENDAR OF EVENTS/MEETINGS

September 4	Monday	Labor Day – Offices Closed
September 5	Tuesday	6:00PM Planning Commission Meeting
September 5	Tuesday	7:00PM City Council Meeting



City Council Meeting Minutes

Monday, August 7, 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

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

City resident Janice Vos shared her concerns over a neighbor's weeds and plans to place a fence on the property line. The Mayor advised that the Council was addressing the weeds with the destruction order that had been added to the agenda, and the current ordinance does allow for a fence to be placed directly on the property line. Ms

Vos also asked if a permit was required to build a play structure with a tower and how far it had to be off the property line.

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. July 17, 2023 City Council Minutes**
- b. August 7, 2023 Check and EFT Summary**
- c. August 1, 2023 Payroll Summary**
- d. Resolution 23-18 Accepting Donations**
- e. Lions Club Temp Gambling Permit Application 9-29-23**
- f. Lions Club Temp Liquor License Application 9-29-23**
- g. St. Bernard's Temp Liquor License Application 10-7-23**

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

6. NEW COUNCIL BUSINESS

i. Chief Chad Vos, Cologne Fire & Rescue

1. Fire Department Probation Promotions

Fire Chief Chad Vos introduced the Probationary Fire Fighters Nick Burkhalter, Nick Lueck and Carter Milbrett and reviewed the training they have undergone in the past year. Chief's Loscheider and Clay joined Chief Vos to had out their official firefighter badges and helmet fronts. The Council congratulated the candidates on their promotions and thanked them for their service.

2. Grass Rig

Chief Vos updated the Council on the department's firefighting fleet stating that the new tanker is on order and will be delivered in September of 2024. The staff has been working on grant requests to help with obtaining funds to replace the grass rig. The DNR has reached out to Chief Vos about an available 10-year-old truck that could be purchased for \$7,500. Motion by Councilmember Bruss to approve the purchase of the DNR truck at a cost of \$7,500, second by Councilmember Szaroletta. Motion carried 4-0.

Chief Vos told the Council that a committee of fire fighters has been formed to interview different consulting groups to help the department plan for growth in the City and options for dealing with space constraints in the department.

ii. Ordinance 150-Y

Administrator Dickson updated the council on discussions he had with City Planner Cindy Nash regarding a full review of the City Ordinances and Zoning to align with current State Statutes and best practices. Motion by Councilmember Kells to include \$20,000 in the 2024 consulting budget dedicated to a full review and adoption of City Ordinances, second by Councilmember Szaroletta. Motion carried 4-0.

iii. Destruction Order

Administrator Dickson reviewed the City Weed Ordinance and current inspection at 214 Playhouse St E. and the Destruction Order. Motion by Councilmember Bruss to approve the Destruction Order, second by Councilmember Kells. Motion carried 4-0.

7. BOARD REPORTS

a. Village Parkway

The council discussed various options to address the traffic and speed on Village Parkway Administrator Dickson will investigate dropping the speed to 25 miles per hour during posted times at the beginning and end of the school day.

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Bruss to adjourn at 8:55 PM, second by Councilmember Kells. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

City Clerk

Matt Lein

Mayor

CITY OF COLOGNE

***Check Summary Register©**

Batch:

082523MidCounty,081123mvtl,080823Mackenthuns,082123CR,080823CoreandMain,080823Davis,080823Divcersified,080823Frattallones,080823QualityFlow,080823RecTech,080823CircleK,080823DSG,080923PerMar,080923Health Partner,081023Horizon,081023Verizon,081023MVEC

Name	Check Date	Check Amt	
10100 Checking			
1405e	MACKENTHUN'S	8/4/2023	\$260.75 CFD Water Gatorade
1407e	CORE & MAIN	8/7/2023	\$3,820.69 PW Supplies
1408e	DAVIS EQUIPMENT CORPORATI	8/7/2023	\$1,551.43 Springs for Mower
1409e	DIVERSIFIED PLUMBING & HEAT	8/7/2023	\$387.50 Repair Check Valves CFD
1410e	FRATTALLONES HARDWARE	8/7/2023	\$20.97 PW Parts
1411e	QUALITY FLOW SYSTEMS, INC	8/7/2023	\$8,668.00 PW Supplies
1412e	RECTECH OUTDOOR SOLUTION	8/7/2023	\$84.70 Lawn Mower Parts
1413e	CIRCLE K	8/8/2023	\$1,100.19 PW Fuel
1414e	DAKOTA SUPPLY GROUP	8/8/2023	\$238.44 Parts
1415e	PER MAR SECURITY SERVICES	8/9/2023	\$125.70 Quarterly Security Services
1416e	HEALTH PARTNERS	8/9/2023	\$3,521.88 Employee Medical and Dental Insurance - Sept
1422e	HORIZON COMMERCIAL POOL S	8/10/2023	\$383.89 Splashpad Chemicals
1424e	VERIZON WIRELESS	8/10/2023	\$210.06 CFD Communication - July
1425e	MN VALLEY ELECTRIC COOPER	8/10/2023	\$284.60 Street Light Account
28345	A-1 STRIPES, INC.	8/21/2023	\$1,500.00 Re Stripe Crosswalks
28346	BOLTON & MENK, INC	8/21/2023	\$49,868.25 Street & Utility Reconstruction
28347	LINDSEY BRONCZYK	8/21/2023	\$50.00 Deposit Refund
28348	CARVER COUNTY	8/21/2023	\$185.00 Fiber Optic Connection
28349	CENTERPOINT	8/21/2023	\$45.05 105 Benton St
28350	CINTAS CORPORATION	8/21/2023	\$145.69 Uniforms
28351	COLLABORATIVE PLANNING, LL	8/21/2023	\$3,750.00 Misc. Planning
28352	GRAINGER	8/21/2023	\$31.07 PW Fuses
28353	HKGi	8/21/2023	\$2,555.00 Cologne Downtown Plan
28354	LEAGUE OF MINNESOTA CITIES	8/21/2023	\$27.00 La France
28355	METRO WEST INSPECTION SER	8/21/2023	\$4,320.54 Permits Finaled -July
28356	MHSRC/RANGE	8/21/2023	\$450.00 Training Class 52836
28358	N & J SERVICES	8/21/2023	\$700.00 CCC - Event Cleaning and Drapery Install
28359	RC GRADING AND EXCAVATING	8/21/2023	\$6,800.00 Curb Stop Repairs
28360	WM MUELLER & SONS, INC.	8/21/2023	\$97.65 Blacktop for Street Repairs
Total Checks			\$91,184.05

Clerk Treasurer

Date

FILTER: (([Act Year]='2023' and [period] in (8))) and (Source in ('082523MidCounty','081123mvtl','080823Mackenthuns','082123CR','080823CoreandMain','080823Davis','080823Divcersified','080823Frattallones','080823QualityFlow','080823RecTech','080823CircleK','080823DSG','080923PerMar','080923Health Partner','081023Horizon','081023Verizon','081023MVEC'))

***Check Detail Register©**

Batch:

082523MidCounty,081123mvtl,080823Mackenthuns,082123CR,080823CoreandMain,080823Davis,080823Divcersified,080823Frattall ones,080823QualityFlow,080823RecTech,080823CircleK,080823DSG,080923PerMar,080923Health Partner,081023Horizon,081023Verizon,081023MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1405 e	08/04/23	MACKENTHUN'S			
E 101-42210-210		Operating Supplies (GEN	\$260.75		CFD Water Gatorade
		Total	\$260.75		
1407 e	08/07/23	CORE & MAIN			
E 601-49400-210		Operating Supplies (GEN	\$3,820.69		PW Supplies
		Total	\$3,820.69		
1408 e	08/07/23	DAVIS EQUIPMENT CORPORATION			
E 101-45200-404		Repairs/Maint Machinery/	\$1,551.43	17980A	Springs for Mower
		Total	\$1,551.43		
1409 e	08/07/23	DIVERSIFIED PLUMBING & HEATING			
E 101-42210-401		Repairs/Maint Buildings	\$387.50	36899	Repair Check Valves CFD
		Total	\$387.50		
1410 e	08/07/23	FRATTALLONES HARDWARE			
E 101-45100-401		Repairs/Maint Buildings	\$20.97		PW Parts
		Total	\$20.97		
1411 e	08/07/23	QUALITY FLOW SYSTEMS, INC			
E 602-49450-404		Repairs/Maint Machinery/	\$8,668.00	45304	PW Supplies
		Total	\$8,668.00		
1412 e	08/07/23	RECTECH OUTDOOR SOLUTIONS			
E 101-45200-430		Miscellaneous (GENERAL	\$84.70	11821	Lawn Mower Parts
		Total	\$84.70		
1413 e	08/08/23	CIRCLE K			
E 101-43100-212		Motor Fuels	\$683.03		PW Fuel
E 101-42230-212		Motor Fuels	\$417.16		CFD Fuel
		Total	\$1,100.19		
1414 e	08/08/23	DAKOTA SUPPLY GROUP			
E 601-49400-220		Repair/Maint Supply (GEN	\$238.44	102813991.0	Parts
		Total	\$238.44		
1415 e	08/09/23	PER MAR SECURITY SERVICES			
E 101-45100-312		Contractual Services	\$125.70	3119636	Quarterly Security Services
		Total	\$125.70		
1416 e	08/09/23	HEALTH PARTNERS			
G 101-21706		Health/Dental Ins	\$3,521.88	43597938501	Employee Medical and Dental Insurance - September
		Total	\$3,521.88		
1422 e	08/10/23	HORIZON COMMERCIAL POOL SUPPLY			
E 101-45200-216		Chemicals and Chem Pro	\$383.89	51057	Splashpad Chemicals
		Total	\$383.89		
1424 e	08/10/23	VERIZON WIRELESS			

***Check Detail Register©**

Batch:

082523MidCounty,081123mvtl,080823Mackenthuns,082123CR,080823CoreandMain,080823Davis,080823Divcersified,080823Frattall
 ones,080823QualityFlow,080823RecTech,080823CircleK,080823DSG,080923PerMar,080923Health
 Partner,081023Horizon,081023Verizon,081023MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42230-320		Communications (GENER	\$210.06		CFD Communication - July
		Total	\$210.06		
1425 e	08/10/23	MN VALLEY ELECTRIC COOPERATIVE			
E 101-43160-381		Electric Utilities	\$284.60		Street Light Account
		Total	\$284.60		
28345	08/21/23	A-1 STRIPES, INC.			
E 101-43100-312		Contractual Services	\$1,500.00	26264	Re Stripe Crosswalks
		Total	\$1,500.00		
28346	08/21/23	BOLTON & MENK, INC			
E 602-49450-303		Engineering Fees	\$1,889.00	0317482	2023 CIPP
E 101-43100-303		Engineering Fees	\$5,970.00	0317483	Benton Creek Area Improvements
E 101-43100-303		Engineering Fees	\$611.00	0317484	Misc Engineering
E 101-43100-500		Capital Outlay (GENERAL	\$154.56	0317485	Street & Utility Reconstruction
E 601-49400-500		Capital Outlay (GENERAL	\$50.72	0317485	Street & Utility Reconstruction
E 602-49450-500		Capital Outlay (GENERAL	\$9.65	0317485	Street & Utility Reconstruction
E 603-49570-500		Capital Outlay (GENERAL	\$26.57	0317485	Street & Utility Reconstruction
E 603-49540-303		Engineering Fees	\$36,076.25	0317488	Wastewater Treatment Facility
E 101-41700-303		Engineering Fees	\$1,271.50	0317489	Winkler Crossing 4th
E 101-41700-303		Engineering Fees	\$3,614.00	0317490	Winkler Crossing 5th
E 101-41700-303		Engineering Fees	\$195.00	0317491	Winkler Crossing 3rd
		Total	\$49,868.25		
28347	08/21/23	LINDSEY BRONCZYK			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28348	08/21/23	CARVER COUNTY			
E 101-43100-320		Communications (GENER	\$40.00		Fiber Optic Connection
E 101-42210-320		Communications (GENER	\$40.00		Fiber Optic Connection
E 101-45100-320		Communications (GENER	\$40.00		Fiber Optic Connection
E 601-49400-320		Communications (GENER	\$40.00		Fiber Optic Connection
E 602-49450-320		Communications (GENER	\$25.00		Fiber Optic Connection
		Total	\$185.00		
28349	08/21/23	CENTERPOINT			
E 602-49470-383		Gas Utilities	\$17.13		105 Benton St
E 601-48930-383		Gas Utilities	\$27.92		2224 Naples
		Total	\$45.05		
28350	08/21/23	CINTAS CORPORATION			
E 101-43100-417		Uniforms	\$27.07	4160523776	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$53.85	4160524285	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$21.59	4161225070	Uniforms
E 101-43100-417		Uniforms	\$21.59	4161928660	Uniforms
E 101-43100-417		Uniforms	\$21.59	4162644658	Uniforms
		Total	\$145.69		
28351	08/21/23	COLLABORATIVE PLANNING, LLC			

***Check Detail Register©**

Batch:

082523MidCounty,081123mvtl,080823Mackenthuns,082123CR,080823CoreandMain,080823Davis,080823Divcersified,080823Frattall ones,080823QualityFlow,080823RecTech,080823CircleK,080823DSG,080923PerMar,080923Health Partner,081023Horizon,081023Verizon,081023MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41910-310		Other Professional Servic	\$480.00	2023-214	Misc. Planning
E 101-41910-310		Other Professional Servic	\$990.00	2023-215	209 Playhouse
E 101-41910-310		Other Professional Servic	\$2,280.00	2023-216	Winkler 5th Addition
		Total	\$3,750.00		
28352	08/21/23	GRAINGER			
E 601-49400-220		Repair/Maint Supply (GEN	\$31.07	9781515235	PW Fuses
		Total	\$31.07		
28353	08/21/23	HKGI			
E 101-41910-310		Other Professional Servic	\$1,006.25	023-013-1	Cologne Downtown Plan
E 101-41910-310		Other Professional Servic	\$1,548.75	023-013-4	Cologne Downtown Plan
		Total	\$2,555.00		
28354	08/21/23	LEAGUE OF MINNESOTA CITIES			
E 101-42200-360		Insurance (GENERAL)	\$27.00		La France
		Total	\$27.00		
28355	08/21/23	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Servic	\$4,320.54	3800	Permits Finaled -July
		Total	\$4,320.54		
28356	08/21/23	MHSRC/RANGE			
E 101-42220-208		Training and Instruction	\$450.00		Training Class 52836
		Total	\$450.00		
28358	08/21/23	N & J SERVICES			
E 101-45100-300		Professional Srvs (GENE	\$700.00	233	CCC - Event Cleaning and Drapery Install
		Total	\$700.00		
28359	08/21/23	RC GRADING AND EXCAVATING INC			
E 601-49400-312		Contractual Services	\$6,800.00		Curb Stop Repairs
		Total	\$6,800.00		
28360	08/21/23	WM MUELLER & SONS, INC.			
E 101-43100-210		Operating Supplies (GEN	\$97.65	290769	Blacktop for Street Repairs
		Total	\$97.65		
		10100 Checking	\$91,184.05		

*Check Detail Register©

Batch:

082523MidCounty,081123mvtl,080823Mackenthuns,082123CR,080823CoreandMain,080823Davis,080823Divcersified,080823Frattall
ones,080823QualityFlow,080823RecTech,080823CircleK,080823DSG,080923PerMar,080923Health
Partner,081023Horizon,081023Verizon,081023MVEC

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

10100 Checking

101 GENERAL FUND			\$33,463.61		
601 WATER FUND			\$11,008.84		
602 SEWER FUND			\$10,608.78		
603 STORM WATER FUND			\$36,102.82		
			<u>\$91,184.05</u>		

Clerk Treasurer

Date

City of Cologne Payroll
15-Aug-23

Employee	\$ 13,568.28	August 15, 2023 Payroll
IRS	\$ 4,728.11	August 15, 2023 Payroll
MN Department of Revenue	\$ 851.12	August 15, 2023 Payroll
PERA	\$ 2,363.86	August 15, 2023 Payroll
Deferred Compensation	\$ 540.12	August 15, 2023 Payroll
Health Savings Account	\$ 1,146.00	August 15, 2023 Payroll
Total	\$ 23,197.49	

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF COLOGNE, MINNESOTA

HELD: AUGUST 21, 2023

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Cologne, Carver County, Minnesota, was duly held on August 21, 2023, at 7:00 P.M.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 23-19

APPROVING THE AUTHORIZATION FOR THE ISSUANCE OF
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2023A

BE IT RESOLVED by the City Council of the City of Cologne, Minnesota (the "City") as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered General Obligation Improvement Bonds, Series 2023A in the total aggregate principal amount of not to exceed \$2,800,000 (herein, the "Bonds"). The proceeds of the Bonds will be used to finance (i) various street improvement projects; and (ii) associated utility improvement projects.
2. The City Council desires to proceed with the sale of the Bonds by a negotiated sale.
3. The Mayor and the City Administrator are hereby authorized to approve the sale of the Bonds in an aggregate principal amount of not to exceed \$2,800,000.
4. The Mayor and the City Administrator are hereby authorized to approve the sale of the Bonds with a total interest cost not to exceed 5.00%.
5. Upon approval of the sale of the Bonds by the Mayor and the City Administrator, the City Council will take action at a regular or special scheduled meeting thereafter to adopt the necessary approving resolutions as prepared by the City's bond counsel.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF COLOGNE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Cologne, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to approving the authorization for the issuance of General Obligation Improvement Bonds, Series 2023A.

WITNESS my hand on August 21, 2023.

City Administrator

2024 PROSECUTION CONTRACT

THIS JOINT POWERS AGREEMENT is made and entered into between the Carver County Attorney, the Carver County Board of Commissioners, a political subdivision of the State of Minnesota, and the City of Cologne, a municipal corporation organized under the laws of the State of Minnesota, to provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Cologne and also to provide for prosecution of municipal traffic and parking ordinance violations.

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, Minnesota Statutes Section 484.87, Subdivision 3, provides that statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and municipal ordinance violations in the counties of Anoka, Carver, Dakota, Scott and Washington shall be prosecuted by the attorney of the municipality where the violation is alleged to have occurred and further provides that municipalities may enter into three party agreements with the County Board and the County Attorney to provide for prosecution services for criminal offenses; and

WHEREAS, each of the parties hereto desires to enter into this Joint Powers Agreement and has, through the actions of its respective governing bodies, been duly authorized to enter into this Joint Powers Agreement for the purposes hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the County of Carver, through the Board of Commissioners, the Carver County Attorney, and the City of Cologne, through its Council, that:

1. Enabling Authority.

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 484.87, Subdivision 3 authorizes the City of Cologne to enter into an agreement with the County of Carver and the Office of the Carver County Attorney to provide for prosecution services for criminal offenses.

2. Purpose

Provide for prosecution of statutory gross misdemeanor, misdemeanor and petty misdemeanor violations, other than liquor law violations directly involving establishments, organizations or individuals with liquor licenses or permits issued by the City of Cologne and also to provide for prosecution of municipal traffic and parking ordinance violations.

3. Services.

The Carver County Attorney's Office shall prosecute statutory gross misdemeanor, misdemeanor, petty misdemeanor violations and, any other criminal municipal ordinance violation. The Carver County Attorney shall also prosecute all municipal traffic and parking ordinance violations allegedly occurring within the jurisdiction of the municipality and within Carver County.

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2024 and extending through December 31, 2024.

5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$1,083.13 is to be paid by the City of Cologne to the Carver County Attorney's Office in four equal installments on/by April 15, 2024, July 15, 2024, October 15, 2024 and January 15, 2025.

6. Ordinances.

The City shall forward current traffic ordinances to the Carver County Attorney's Office and immediately inform the County Attorney of any changes made during the contract period.

7. Data.

All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

8. Audit.

Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the

accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

9. Indemnification.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employee may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement *to* indemnify and hold harmless does not constitute a waiver by any participant *of* limitations on liability provided under Minnesota Statutes Section 466.04.

It is further understood that Minnesota 471.59, Subd. 1a applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

10. Nonwaiver, Severability and Applicable Laws.

Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability.

If any part of this Agreement is deemed invalid such shall not affect the remainder unless it shall substantially impair the value of the Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid one that most closely approximates the intent of the Agreement.

The laws of the State of Minnesota apply to this Agreement.

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2024.

12. Merger and Modification.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

Space Intentionally Left Blank

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its

appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF COLOGNE

IN PRESENCE OF:

BY: _____
Matt Lein
Mayor

Jesse Dickson
City Administrator

Date: _____

Date: _____

COUNTY ATTORNEY

Mark Metz
Carver County Attorney

Date: _____

IN PRESENCE OF:

COUNTY OF CARVER

BY: _____
Dave Hemze
County Administrator

Date: _____



**BOLTON
& MENK**

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Suite 200
Chaska, MN 55318-1172

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

August 8, 2023

City of Cologne
Attn: Jesse Dickson
1211 Village Parkway
PO Box 120
Cologne, MN 55322

RE: Winkler Crossing 4th Addition
Letter of Credit Reduction Request No 2

Dear Mr. Dickson:

We have reviewed the Letter of Credit reduction requested by Loomis Development in their letter dated August 3, 2023, together with the estimated amount of work remaining on the project as of this writing.

The original Letter of Credit amount was \$2,453,671.75, which includes \$2,413,671.81 for grading and utility improvements and \$40,000 for additional security.

The work remaining on the project includes bituminous wear course, tack coat, casting adjustments, erosion control maintenance and removal, and televising of sanitary and storm sewers. In addition, due to the excessive amount of settlement on the project, temporary repairs prior to winter as well as permanent repairs prior to placement of the wear course are required, as such, we are including 20% of the curb and bituminous base costs in the amount of work remaining.

The bid cost for the work remaining on the project is \$114,835.40. The associated letter of credit amount is \$143,544.25 (\$114,544.25 x 1.25).

The recommended revised Letter of Credit amount is \$143,544.25+\$40,000= **\$183,544.25.**

We are available to discuss this matter at your convenience.

Respectfully Submitted,
Bolton & Menk, Inc.

John K. Swanson

cc: Jake Saulsbury, P.E.
Christophe Morschen



City of Cologne
July 2023



Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2023 To: 07/31/2023

Cologne City

Patrol

A Offense

Theft	1
Fraud	1

Total A Offense:	2
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B Offense

Traffic - Alcohol Rel	1
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Total B Offense:	1
-------------------------	----------

Non Criminal

Misc Non-criminal	3
Domestic	2
Medical Calls Received	5
Mental Health	1
Suspicious Activity	1
Disturbance (Info Only)	5
Child Custody Dispute	1

Total Non Criminal:	18
----------------------------	-----------

Traffic

Traffic - Misc	3
Traffic Stop	16

Total Traffic:	19
-----------------------	-----------

Total Patrol: 40

Administrative

Administrative

GunPermit-Acquire	1
GunPermit-CarryNew	2

Total Administrative:	3
------------------------------	----------

Total Administrative: 3

Total Cologne City: 43



Carver County Sherff's Office
Arrest Summary
For: Cologne City
From: 07/01/2023 To: 07/31/2023

Cologne City

90D - Driving Under the Influence

90Z - All Other Offenses

Totals for Cologne City

Total Charges

Total Arrestees

Total Incidents

2

1

3

0

1

1

0

1

1



**Carver County Sheriff's Office
Verbal Warnings
From: 07/01/2023 to 07/31/2023**

Cologne City

Traffic Stop:	10
Grand Total Verbal Warnings:	10



Carver County Sherff's Office Traffic Citation Summary From: 07/01/2023 To: 07/31/2023

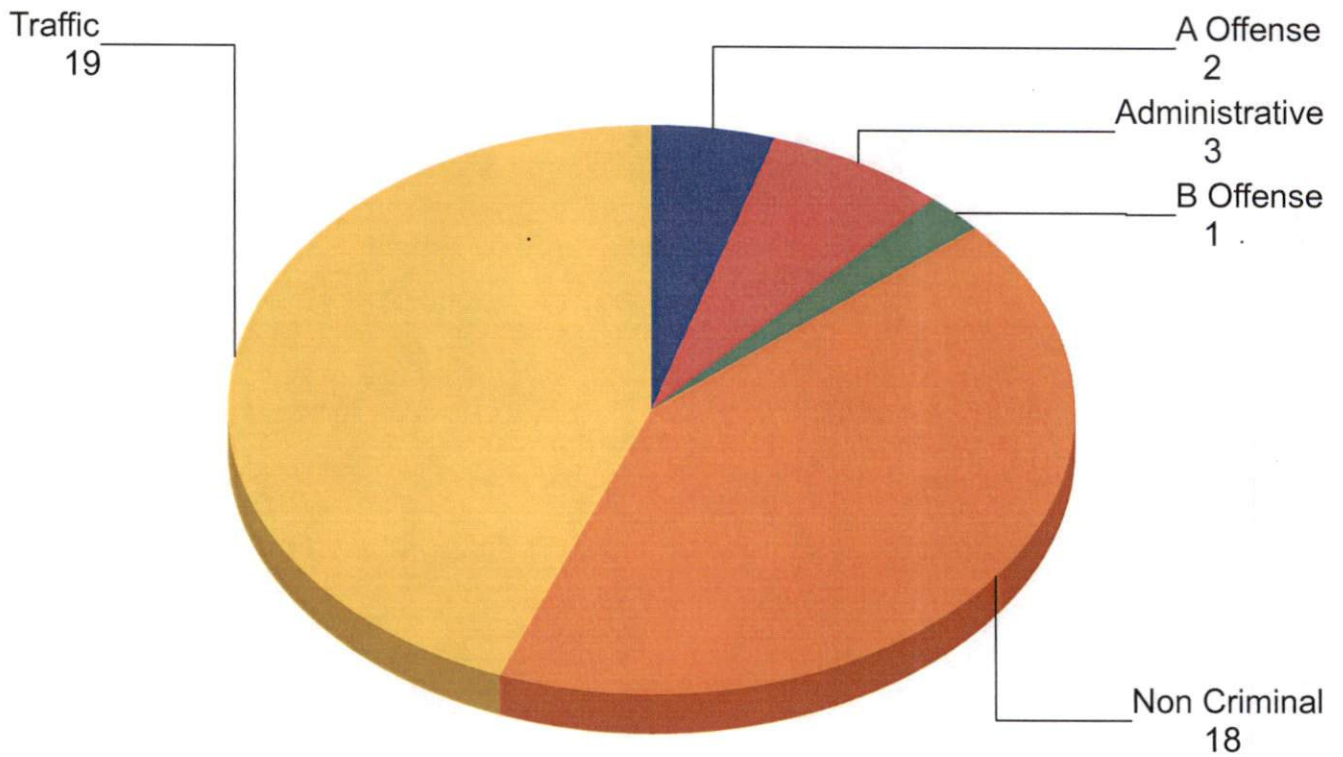
Cologne City

DAS, DAR, DAC:	1
Expired Tabs:	1
Failure To Yield:	1
Illegal Lights / Equipment:	1
Speed:	3
Total Cologne City:	7



Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2023 To: 07/31/2023

Cologne City



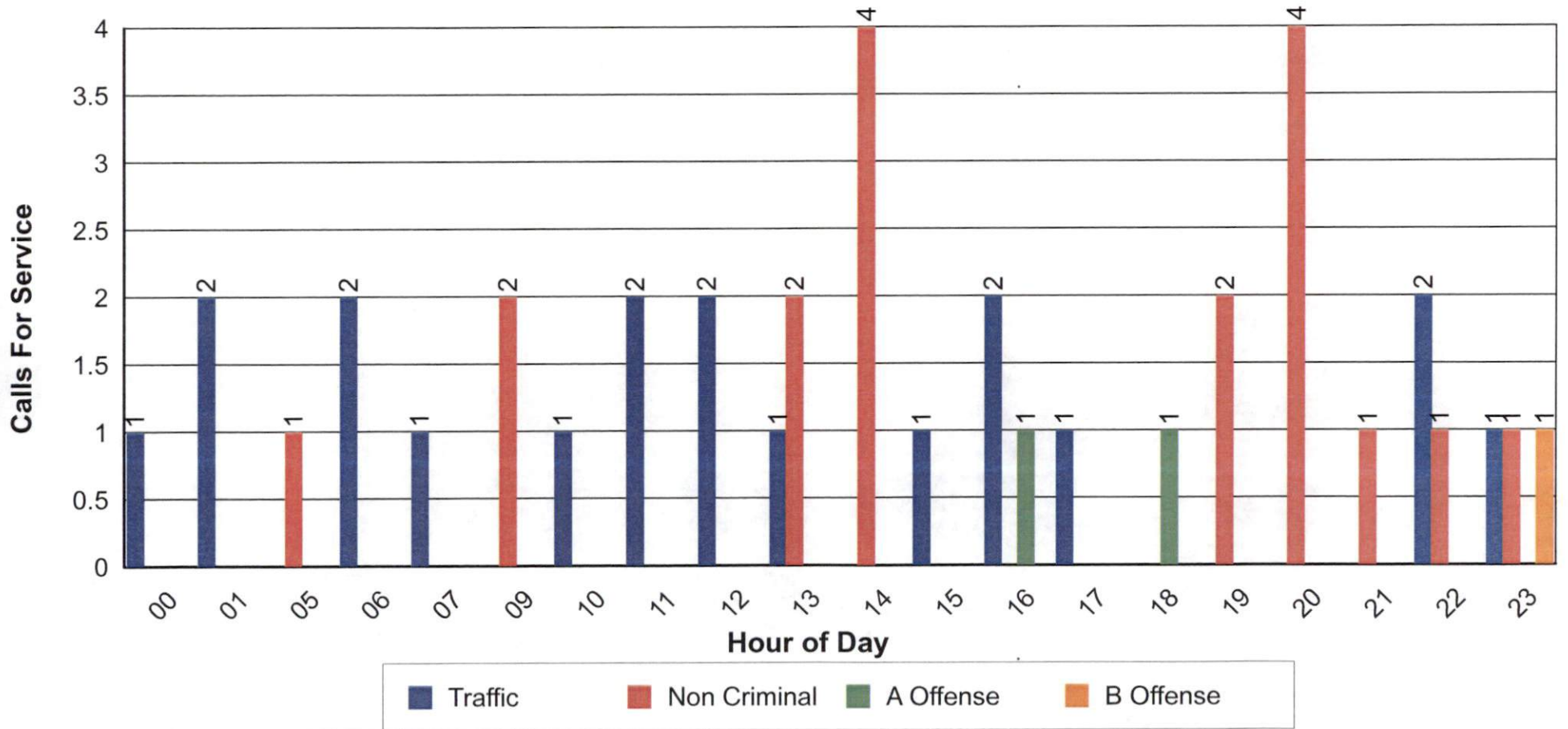
Total A Offense:	2
Total B Offense:	1
Total Non Criminal:	18
Total Traffic:	19
Total Administrative:	3

Total Cologne City: 43



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 07/01/2023 To: 07/31/2023

Cologne City

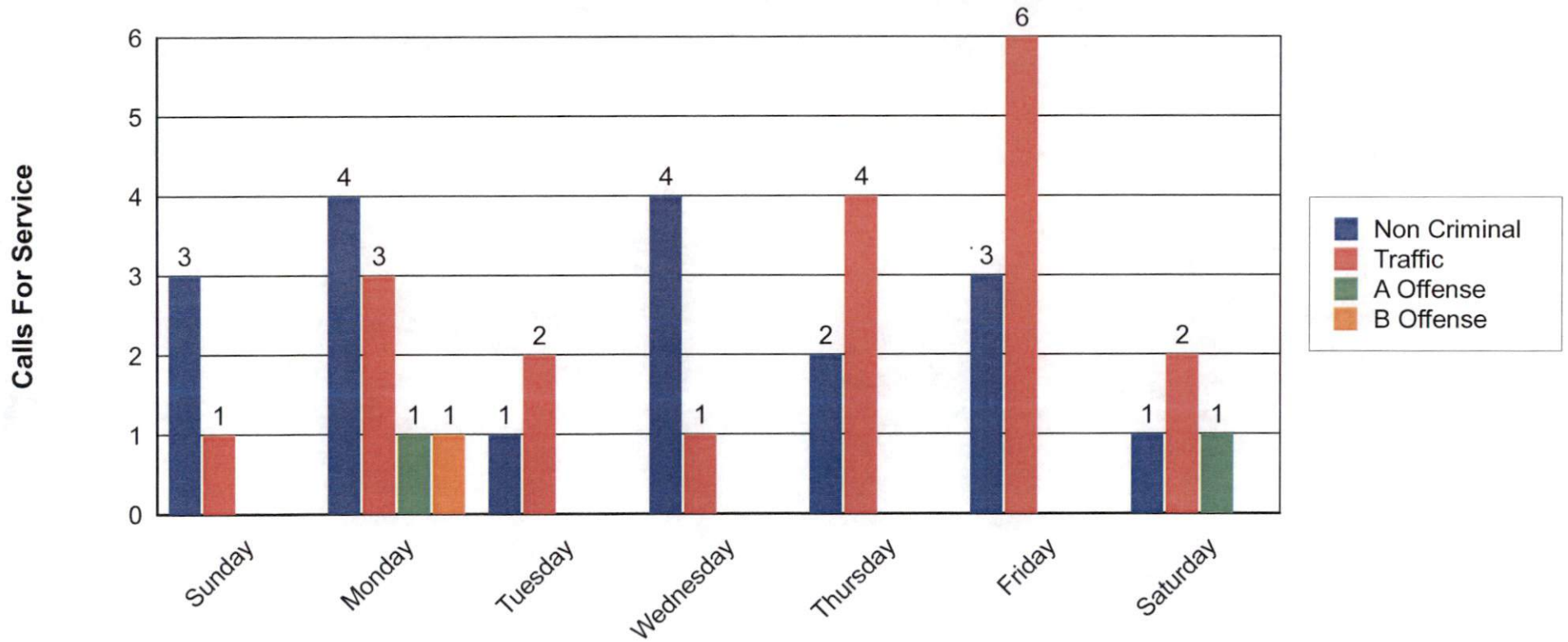


Total Cologne City: 40



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 07/01/2023 To: 07/31/2023

Cologne City



Total Cologne City: 40