



City Council Meeting Agenda

Monday, December 4, 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. November 20, 2023 City Council Minutes
- b. December 4, 2023 Check Summary Register
- c. December 5, 2023 Payroll Summary
- d. Benton Creek Area Pay Request #2
- e. Benton Creek Geotech Pay Request #2

f. Cologne Lions Temp Liquor License February 10, 2024

6. NEW COUNCIL BUSINESS

- i. Fritz Field Shelter**
- ii. 2024 Sheriff's Contract**

7. BOARD REPORTS

- a. 2024 Annual Appointments**

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

CALENDAR OF EVENTS/MEETINGS

December 18	Monday	7:00PM City Council Meeting
December 25	Monday	Christmas – Offices Closed
January 1	Monday	New Year's Day – Offices Closed
January 2	Tuesday	6:00PM Planning Commission Meeting
January 2	Tuesday	7:00PM City Council Meeting



City Council Meeting Minutes

Monday, November 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

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

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

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

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

Andy Steinhagen from Benton Township came before the Council to express concern over the timeliness of payment to the township for maintenance on 134th Street. Councilmembers discussed the 2004 agreement that requires the City to pay

maintenance for the township road, the original intent of the agreement and changes in City growth and development since 2004. It was agreed that Mayor Lein and Councilmember Bruss would attend the Benton Township meeting on December 14th to discuss the City concerns with the Township Supervisors.

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. October 16, 2023 City Council Minutes**
- b. October 24, 2023 Payroll Summary**
- c. November 21, 2023 Payroll Summary**
- d. October 30, 2023 Special Meeting Minutes**
- e. November 6, 2023 Check & EFT Report**
- f. November 20, 2023 Check & EFT Report**
- g. November 7, 2023 Payroll Summary**
- h. Quarter 3 CFD Payroll Summary**
- i. Resolution 23-30 Allowing Wire or Automated Payments**
- j. Resolution 23-31 Approving Open Gym Supervisor**
- k. Resolution 23-33 Accepting Donation**
- l. 2024 LMCIT Waiver**
- m. Benton Creek Area Geotech Payment #1**
- n. 2024 Joint Assessment Service Agreement**
- o. Cologne Lions Temporary Liquor License January 19, 2024**
- p. Cologne Lions Temporary Gambling Permit January 19, 2024**

After discussion, Councilmember Kells made a motion to approve the consent agenda, second by Councilmember Bruss. Motion carried 5-0.

6. NEW COUNCIL BUSINESS

- a. Village Parkway School Zone**
 - i. School Zone Study**
 - ii. Resolution 23-32 Creating Village Parkway School Zone**

Administrator Dickson reviewed the Study results from Bolton & Menk to establish a new school zone speed limit on Village Parkway. After discussion Councilmember Bruss made a motion to adopt Resolution 23-32 Creating Village Parkway School Zone, second by Councilmember Lenzen. Motion carried 5-0.

b. Park Street Public 2024 Proposal

Administrator Dickson reviewed the Park Street Public proposal for 2024 to represent the City in efforts to obtain capital investment funds during the State Legislative Session. After discussion, Councilmember Szaroletta made a motion to adopt the Park Street Public 2024 proposal, second by Councilmember Lenzen. Motion carried 5-0.

7. BOARD REPORTS

a. October Sheriff Report

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 7:25 PM, second by Councilmember Kells. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

City Clerk

Matt Lein

Mayor

CITY OF COLOGNE

11/30/23 2:10 PM

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***Check Summary Register©**

Batch:

112123MVEC,112123Loffler,112123MidCounty,120423CR,112123NorthernSafety,112123CarCo,112123ECM,112123UltimateSafety,112123MayerLumber,112223Diversified,112223MidCounty,120123Xcel,112223SamsLawn,120123Nuvera,112823NAmericanSafty,112823RecTech,112823MidAmericaRsch,112823CFDVisa

Name	Check Date	Check Amt	
10100 Checking			
1591e	MN VALLEY ELECTRIC COOPER	11/17/2023	\$126.01 2140 N Village Parkway
1592e	LOFFLER-131511	11/20/2023	\$53.76 Monthly Copier Lease
1593e	MID COUNTY CO-OP	11/20/2023	\$263.35 LP WWTP
1594e	NORTHERN SAFETY TECHNOLO	11/21/2023	\$170.53 LED Safety Wand
1595e	CAR-CO INC	11/21/2023	\$41.98 CFD
1596e	ECM PUBLISHERS, INC.	11/21/2023	\$36.75 Publish Public Hearing Dec 4 Ordinance Amen
1597e	ULTIMATE SAFETY CONCEPTS,	11/21/2023	\$225.89 Hi Vis Lime
1598e	MAYER LUMBER CO., INC.	11/21/2023	\$192.64 CFD
1599e	DIVERSIFIED PLUMBING & HEAT	11/22/2023	\$175.00 Clear Drain Louis Hall
1600e	MID COUNTY CO-OP	11/22/2023	\$38.32 Keorsene
1601e	XCEL ENERGY	11/22/2023	\$14,273.09 Cologne Community Center
1602e	SAMS LAWN & LANDSCAPE INC	11/22/2023	\$610.00 Winter Irrigation Closing
1603e	NUVERA COMMUNICATIONS INC	11/28/2023	\$120.24 Fitness Center Cable TV
1604e	NORTH AMERICAN SAFETY INC.	11/28/2023	\$126.20 Hi Vis Gear D. Klein
1605e	RECTECH OUTDOOR SOLUTION	11/28/2023	\$65.61 Chain Sharpening
1606e	MID-AMERICAN RESEARCH CHE	11/28/2023	\$260.30 Silicone Release Agent
1607e	VISA - CITIZENS ALLIANCE BAN	11/28/2023	\$4,765.09 CFD Master Lock
28503	BOUND TREE MEDICAL, LLC	12/4/2023	\$580.36 Pediatric Defib Pads
28504	BUESGENS FARMS	12/4/2023	\$5,265.00 Annual Hauling of Biosolids
28505	NICHOLAS BURKHALTER	12/4/2023	\$96.00 Police K9 Emergency Training
28506	CENTERPOINT	12/4/2023	\$221.82 107 John Ave
28507	DAVY LABORATORIES	12/4/2023	\$574.50 Sludge Testing
28508	JOSTAN SERVICES, INC.	12/4/2023	\$1,269.17 CCC Cleaning - November
28509	ISABELLE MCINNINS	12/4/2023	\$56.00 Open Gym Sub
28510	MINNESOTA TOPSOIL	12/4/2023	\$5,850.00 Compost Pile Grinding
28511	N & J SERVICES	12/4/2023	\$712.50 CCC - Event Cleaning
28512	NCPERS Group Life Ins	12/4/2023	\$80.00 Employee Life Insurance - January
28513	ALYSSA NOSBUSH	12/4/2023	\$50.00 Deposit Refund
28514	OVERLINE & SON, INC.	12/4/2023	\$2,440.00 Vactor Services 11/13/23 lift stations
28515	DEYAIRA RAMIREZ	12/4/2023	\$825.00 Deposit Refund
28516	REBECCA SCHAFFER	12/4/2023	\$95.22 Overpayment
28517	RON SCHEUBLE	12/4/2023	\$50.00 Deposit Refund
28518	DARLENE SIEGLE	12/4/2023	\$100.00 Deposit Refund
28519	SOUTHWEST PAVING, INC.	12/4/2023	\$8,750.00 Overlay Louis St
28520	WM MUELLER & SONS, INC.	12/4/2023	\$6,117.50 Conrad Ave Project
Total Checks			\$54,677.83

Clerk Treasurer

Date

FILTER: ((([Act Year]='2023' and [period] in (11,12))) and (Source in ('112123MVEC','112123Loffler','112123MidCounty','120423CR','112123NorthernSafety','112123CarCo','112123ECM','112123UltimateSafety','112123MayerLumber','112223Diversified','112223MidCounty','120123Xcel','112223SamsLawn','120123Nuvera','112823NAmericanSafty','112823RecTech','112823MidAmericaRsch','112823CFDVisa'))

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Batch:

112123MVEC,112123Loffler,112123MidCounty,120423CR,112123NorthernSafety,112123CarCo,112123ECM,112123UltimateSafety,112123MayerLumber,112223Diversified,112223MidCounty,120123Xcel,112223SamsLawn,120123Nuvera,112823NAmericanSafty,112823RecTech,112823MidAmericaRsch,112823CFDVisa

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1591 e	11/17/23	MN VALLEY ELECTRIC COOPERATIVE			
E 602-49470-381		Electric Utilities	\$66.82		2140 N Village Parkway
E 101-43160-381		Electric Utilities	\$59.19		2043 Village Parkway Light
		Total	\$126.01		
1592 e	11/20/23	LOFFLER-131511			
E 101-41400-404		Repairs/Maint Machinery/	\$53.76		Monthly Copier Lease
		Total	\$53.76		
1593 e	11/20/23	MID COUNTY CO-OP			
E 602-49450-383		Gas Utilities	\$263.35	71	LP WWTP
		Total	\$263.35		
1594 e	11/21/23	NORTHERN SAFETY TECHNOLOGY INC			
E 101-42230-240		Small Tools and Minor Eq	\$170.53	56624	LED Safety Wand
		Total	\$170.53		
1595 e	11/21/23	CAR-CO INC			
E 101-42230-404		Repairs/Maint Machinery/	\$41.98	724248	CFD
		Total	\$41.98		
1596 e	11/21/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$36.75	973412	Publish Public Hearing Dec 4 Ordinance Amendment
		Total	\$36.75		
1597 e	11/21/23	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42230-240		Small Tools and Minor Eq	\$225.89	208192	Hi Vis Lime
		Total	\$225.89		
1598 e	11/21/23	MAYER LUMBER CO., INC.			
E 101-42210-401		Repairs/Maint Buildings	\$192.64	237024	CFD
		Total	\$192.64		
1599 e	11/22/23	DIVERSIFIED PLUMBING & HEATING			
E 101-42210-401		Repairs/Maint Buildings	\$175.00	37898	Clear Drain Louis Hall
		Total	\$175.00		
1600 e	11/22/23	MID COUNTY CO-OP			
E 101-43100-212		Motor Fuels	\$38.32	18179	Keorsene
		Total	\$38.32		
1601 e	11/22/23	XCEL ENERGY			
E 101-45100-381		Electric Utilities	\$2,247.93		Cologne Community Center
E 101-43160-381		Electric Utilities	\$235.78		1108 Village
E 101-45200-381		Electric Utilities	\$13.50		3002 Gold Nugget
E 602-49450-381		Electric Utilities	\$5,464.30		WWTP
E 602-49470-381		Electric Utilities	\$1,136.79		Lift Stations
E 602-49470-381		Electric Utilities	\$54.78		115 Paul
E 101-43100-381		Electric Utilities	\$25.31		201 Benton St

CITY OF COLOGNE

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Batch:

112123MVEC,112123Loffler,112123MidCounty,120423CR,112123NorthernSafety,112123CarCo,112123ECM,112123UltimateSafety,112123MayerLumber,112223Diversified,112223MidCounty,120123Xcel,112223SamsLawn,120123Nuvera,112823NAmericanSafty,112823RecTech,112823MidAmericaRsch,112823CFDVisa

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 601-49400-381		Electric Utilities	\$25.96		Well #3
E 101-43100-381		Electric Utilities	\$17.70		Storage Shed
E 601-49400-381		Electric Utilities	\$2,414.56		Water Tower
E 101-41940-381		Electric Utilities	\$34.05		701 Lake
E 101-43160-381		Electric Utilities	\$1,705.16		Street Light
E 101-42210-381		Electric Utilities	\$342.93		Louis Hall
E 101-41940-381		Electric Utilities	\$14.64		PW Maintenance Bldg
E 101-45200-381		Electric Utilities	\$180.21		Tennis Courts - Lions Park
E 101-43100-381		Electric Utilities	\$199.70		Public Works Facility
E 601-49400-381		Electric Utilities	\$159.79		Bldg by Water Tower, Water Tower, Well 1&2
		Total	\$14,273.09		
1602 e	11/22/23	SAMS LAWN & LANDSCAPE INC			
E 101-45100-401		Repairs/Maint Buildings	\$610.00	38245	Winter Irrigation Closing
		Total	\$610.00		
1603 e	11/28/23	NUVERA COMMUNICATIONS INC			
E 101-45100-433		Dues and Subscriptions	\$120.24		Fitness Center Cable TV
		Total	\$120.24		
1604 e	11/28/23	NORTH AMERICAN SAFETY INC.			
E 101-43100-417		Uniforms	\$126.20	82515	Hi Vis Gear D. Klein
		Total	\$126.20		
1605 e	11/28/23	RECTECH OUTDOOR SOLUTIONS			
E 101-43100-404		Repairs/Maint Machinery/	\$65.61	13248	Chain Sharpening
		Total	\$65.61		
1606 e	11/28/23	MID-AMERICAN RESEARCH CHEMICAL			
E 101-43100-210		Operating Supplies (GEN	\$260.30	0805609	Silicone Release Agent
		Total	\$260.30		
1607 e	11/28/23	VISA - CITIZENS ALLIANCE BANK			
E 101-42210-210		Operating Supplies (GEN	\$23.98		CFD Master Lock
E 101-42210-210		Operating Supplies (GEN	\$26.36		CFD Paper Towels
E 101-42230-404		Repairs/Maint Machinery/	\$8.29		CFD Fuel Cap
E 101-42230-404		Repairs/Maint Machinery/	\$143.89		CFD Handheld Blower
E 101-42200-223		Building Repair Supplies	\$77.04		CFD Air Furnace Filters
E 101-42220-208		Training and Instruction	\$4,476.69		Chiefs Conference
E 101-42200-430		Miscellaneous (GENERAL	\$7.99		CFD Chemical Stickers
E 101-42200-301		Auditing and Acct g Servic	\$0.85		Late Charge Visa
		Total	\$4,765.09		
28503	12/04/23	BOUND TREE MEDICAL, LLC			
E 101-42230-210		Operating Supplies (GEN	\$580.36	85152989	Pedriatic Defib Pads
		Total	\$580.36		
28504	12/04/23	BUESGENS FARMS			
E 602-49450-312		Contractual Services	\$5,265.00		Annual Hauling of Biosolids
		Total	\$5,265.00		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
28505	12/04/23	NICHOLAS BURKHALTER			
E 101-42220-208		Training and Instruction	\$96.00		Police K9 Emergency Training
		Total	\$96.00		
28506	12/04/23	CENTERPOINT			
E 101-45200-383		Gas Utilities	\$67.32		107 John Ave
E 101-43100-383		Gas Utilities	\$15.00		306 Playhouse
E 101-43100-383		Gas Utilities	\$62.61		304 Louis St
E 101-42210-383		Gas Utilities	\$76.89		110 Louis St
		Total	\$221.82		
28507	12/04/23	DAVY LABORATORIES			
E 602-49450-311		Analysis	\$574.50	23K0257	Sludge Testing
		Total	\$574.50		
28508	12/04/23	JOSTAN SERVICES, INC.			
E 101-45100-401		Repairs/Maint Buildings	\$1,269.17	9240	CCC Cleaning - November
		Total	\$1,269.17		
28509	12/04/23	ISABELLE MCINNINS			
E 101-45100-312		Contractual Services	\$56.00		Open Gym Sub
		Total	\$56.00		
28510	12/04/23	MINNESOTA TOPSOIL			
E 101-45200-430		Miscellaneous (GENERAL	\$5,850.00	2413	Compost Pile Grinding
		Total	\$5,850.00		
28511	12/04/23	N & J SERVICES			
E 101-45100-300		Professional Srvs (GENE	\$712.50		CCC - Event Cleaning
		Total	\$712.50		
28512	12/04/23	NCPERS Group Life Ins			
E 101-41400-130		Employer Paid Ins (GENE	\$32.00		Employee Life Insurance - January
E 601-49400-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
E 602-49450-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
E 101-43100-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - January
		Total	\$80.00		
28513	12/04/23	ALYSSA NOSBUSH			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28514	12/04/23	OVERLINE & SON, INC.			
E 602-49450-312		Contractual Services	\$2,440.00	1263	Vactor Services 11/13/23 lift stations
		Total	\$2,440.00		
28515	12/04/23	DEYAIRA RAMIREZ			
G 101-22000		Deposits	\$825.00		Deposit Refund
		Total	\$825.00		
28516	12/04/23	REBECCA SCHAFFER			

CITY OF COLOGNE

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***Check Detail Register©**

Batch:

112123MVEC,112123Loffler,112123MidCounty,120423CR,112123NorthernSafety,112123CarCo,112123ECM,112123UltimateSafety,112123MayerLumber,112223Diversified,112223MidCounty,120123Xcel,112223SamsLawn,120123Nuvera,112823NAmericanSafty,112823RecTech,112823MidAmericaRsch,112823CFDVisa

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-41400-430		Miscellaneous (GENERAL	\$95.22		Overpayment
		Total	\$95.22		
28517	12/04/23	RON SCHEUBLE			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28518	12/04/23	DARLENE SIEGLE			
G 101-22000		Deposits	\$100.00		Deposit Refund
		Total	\$100.00		
28519	12/04/23	SOUTHWEST PAVING, INC.			
E 101-43100-312		Contractual Services	\$8,750.00	3604	Overlay Louis St
		Total	\$8,750.00		
28520	12/04/23	WM MUELLER & SONS, INC.			
E 101-43100-312		Contractual Services	\$6,117.50	186	Conrad Ave Project
		Total	\$6,117.50		
		10100	\$54,677.83		

Fund Summary

10100 Checking

101 GENERAL FUND	\$36,779.98
601 WATER FUND	\$2,616.31
602 SEWER FUND	\$15,281.54
	\$54,677.83

Clerk Treasurer

Date

City of Cologne Payroll
5-Dec-23

Employee	\$	12,817.64	December 5, 2023 Payroll
IRS	\$	4,456.20	December 5, 2023 Payroll
MN Department of Revenue	\$	829.20	December 5, 2023 Payroll
PERA	\$	2,525.92	December 5, 2023 Payroll
Total	\$	20,628.96	



**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

November 14, 2023

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

**RE: Benton Creek Area Improvements Project
Payment Request No. 2**

Dear Mr. Dickson:

Enclosed please find Payment Request No. 2 for work completed from 10/1/2023 to 11/1/2023 on the above referenced project. The work completed includes mobilization, removals, draitile, curb and gutter, driveways, paving, restoration, and other misc. items.

We have compiled all quantities for this payment request, reviewed all work items, and recommend payment in the amount of **\$1,103,770.71** to Valley Paving, Inc., 8800 13th Ave E, Shakopee, MN 55379.

Please contact me if you have any questions or if you need any additional information.

Respectfully Submitted,
Bolton & Menk, Inc.

Ryan Johnson, P.E.

Cc: Jake Saulsbury, Bolton & Menk

CONTRACTOR'S PAY REQUEST
BENTON CREEK AREA IMPROVEMENTS



**BOLTON
& MENK**

Real People. Real Solutions.

DISTRIBUTION:

CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF COLOGNE -

BMI PROJECT NO. 0C1.129206

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$2,146,034.68
TOTAL, COMPLETED WORK TO DATE	\$1,910,370.49
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$1,910,370.49
RETAINED PERCENTAGE (5.0%)	\$95,518.52
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$1,814,851.97
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$711,081.26
PAY CONTRACTOR AS ESTIMATE NO. <u>2</u>	\$1,103,770.71

CERTIFICATE FOR PARTIAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor:

Valley Paving, Inc.
8800 13th Ave E
Shakopee, MN 55379

By


Name

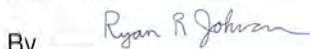

Title

Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By



, CONSULTING ENGINEER

11/14/2023

Date

APPROVED FOR PAYMENT:

OWNER:

By

Name

Title

Date

And

Name

Title

Date

Pay Request No.:

2

BENTON CREEK AREA IMPROVEMENTS



CITY OF COLOGNE

BMI PROJECT NO. 0C1.129206

WORK COMPLETED THROUGH WEDNESDAY, NOVEMBER 01, 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID			PREVIOUS ESTIMATE			COMPLETED TO DATE		
			ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT
1	MOBILIZATION	\$105,359.67	1.00	LUMP SUM	\$105,359.67	0.50	LUMP SUM	\$52,679.84	1.00	LUMP SUM	\$105,359.67
2	CLEAR & GRUB TREE	\$954.80	2.00	EACH	\$1,909.60	1.00	EACH	\$954.80	1.00	EACH	\$954.80
3	REMOVE CASTING	\$166.42	115.00	EACH	\$19,138.30	80.00	EACH	\$13,313.60	115.00	EACH	\$19,138.30
4	REMOVE DRAINAGE STRUCTURE	\$535.47	6.00	EACH	\$3,212.82	6.00	EACH	\$3,212.82	6.00	EACH	\$3,212.82
5	REMOVE SIGN	\$108.50	10.00	EACH	\$1,085.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
6	REMOVE PIPE SEWER (STORM)	\$31.08	60.00	LIN FT	\$1,864.80	60.00	LIN FT	\$1,864.80	60.00	LIN FT	\$1,864.80
7	REMOVE CONCRETE CURB & GUTTER	\$9.73	4,900.00	LIN FT	\$47,677.00	3,229.00	LIN FT	\$31,418.17	4,946.00	LIN FT	\$48,124.58
8	REMOVE BITUMINOUS DW/TRAIL PAVEMENT	\$7.93	845.00	SQ YD	\$6,700.85	0.00	SQ YD	\$0.00	713.00	SQ YD	\$5,654.09
9	REMOVE CONCRETE DRIVEWAY/WALK	\$1.98	4,620.00	SQ FT	\$9,147.60	0.00	SQ FT	\$0.00	322.00	SQ FT	\$637.56
10	SALVAGE & INSTALL STORM SEWER PIPE	\$65.26	105.00	LIN FT	\$6,852.30	105.00	LIN FT	\$6,852.30	105.00	LIN FT	\$6,852.30
11	SALVAGE AND REINSTALL WOODEN FENCE	\$24.24	65.00	LIN FT	\$1,575.60	0.00	LIN FT	\$0.00	16.00	LIN FT	\$387.84
12	EXCAVATION - SUBGRADE	\$47.81	1,150.00	CU YD	\$54,981.50	0.00	CU YD	\$0.00	14.00	CU YD	\$669.34
13	SELECT GRANULAR EMBANKMENT (CV) (P)	\$122.94	12.00	CU YD	\$1,475.28	12.00	CU YD	\$1,475.28	12.00	CU YD	\$1,475.28
14	STABILIZING AGGREGATE (CV)	\$30.07	1,150.00	CU YD	\$34,580.50	0.00	CU YD	\$0.00	14.00	CU YD	\$420.98
15	STREET SWEEPER (WITH PICKUP BROOM)	\$219.22	15.00	HOUR	\$3,288.30	8.00	HOUR	\$1,753.76	15.00	HOUR	\$3,288.30
16	FULL DEPTH RECLAMATION	\$5.15	33,788.00	SQ YD	\$174,008.20	33,628.00	SQ YD	\$173,184.20	33,793.00	SQ YD	\$174,033.95
17	TYPE SP 9.5 WEARING COURSE MIX (3,C)	\$85.84	3,200.00	TON	\$274,688.00	0.00	TON	\$0.00	2,980.00	TON	\$255,803.20
18	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	\$79.77	6,400.00	TON	\$510,528.00	0.00	TON	\$0.00	5,830.00	TON	\$465,059.10
19	4" PERF PVC PIPE DRAIN	\$16.99	13,530.00	LIN FT	\$229,874.70	10,526.00	LIN FT	\$178,836.74	13,530.00	LIN FT	\$229,874.70
20	SUMP PUMP SERVICE LINE CONNECTION	\$890.74	40.00	EACH	\$35,629.60	16.00	EACH	\$14,251.84	19.00	EACH	\$16,924.06
21	29"x18" ARCH RCP STORM PIPE	\$186.59	57.00	LIN FT	\$10,635.63	57.00	LIN FT	\$10,635.63	57.00	LIN FT	\$10,635.63
22	CONNECT TO EXISTING STORM	\$857.67	5.00	EACH	\$4,288.35	5.00	EACH	\$4,288.35	5.00	EACH	\$4,288.35
23	CONNECT DRAINTILE TO EXISTING STRUCTURE	\$372.74	78.00	EACH	\$29,073.72	63.00	EACH	\$23,482.62	78.00	EACH	\$29,073.72
24	4" PVC PIPE SEWER (SDR 26)	\$69.78	100.00	LIN FT	\$6,978.00	100.00	LIN FT	\$6,978.00	100.00	LIN FT	\$6,978.00
25	CONNECT TO EXISTING SANITARY SEWER MH	\$2,039.48	2.00	EACH	\$4,078.96	2.00	EACH	\$4,078.96	2.00	EACH	\$4,078.96
26	CONNECT TO EXISTING WATER MAIN	\$2,719.27	2.00	EACH	\$5,438.54	2.00	EACH	\$5,438.54	2.00	EACH	\$5,438.54
27	ADJUST GATE VALVE BOX	\$714.67	20.00	EACH	\$14,293.40	0.00	EACH	\$0.00	22.00	EACH	\$15,722.74
28	1" CORPORATION STOP	\$1,338.20	2.00	EACH	\$2,676.40	2.00	EACH	\$2,676.40	2.00	EACH	\$2,676.40
29	1" CURB STOP & BOX	\$1,510.52	2.00	EACH	\$3,021.04	2.00	EACH	\$3,021.04	2.00	EACH	\$3,021.04
30	1" TYPE K COPPER PIPE	\$36.21	65.00	LIN FT	\$2,353.65	58.00	LIN FT	\$2,100.18	58.00	LIN FT	\$2,100.18
31	WATER SERVICE LID	\$259.36	2.00	EACH	\$518.72	2.00	EACH	\$518.72	2.00	EACH	\$518.72
32	CASTING ASSEMBLY (STORM)	\$826.42	65.00	EACH	\$53,717.30	0.00	EACH	\$0.00	65.00	EACH	\$53,717.30
33	CASTING ASSEMBLY (SANITARY)	\$1,168.94	50.00	EACH	\$58,447.00	0.00	EACH	\$0.00	50.00	EACH	\$58,447.00
34	CONSTRUCT DRAINAGE STRUC. DES 4022-48	\$852.79	13.50	LIN FT	\$11,512.67	13.50	LIN FT	\$11,512.67	13.50	LIN FT	\$11,512.67
35	DRAINAGE STRUCTURE DES 4022-48 SUMP MH	\$741.21	37.00	LIN FT	\$27,424.77	37.00	LIN FT	\$27,424.77	37.00	LIN FT	\$27,424.77
36	EXTERNAL CHIMNEY SEAL (SAN)	\$197.94	50.00	EACH	\$9,897.00	0.00	EACH	\$0.00	50.00	EACH	\$9,897.00
37	3" BIT. DW/TRAIL (W/ 6" AGG. BASE CL 5)	\$4.10	4,835.00	SQ FT	\$19,823.50	0.00	SQ FT	\$0.00	6,413.00	SQ FT	\$26,293.30
38	CONCRETE CURB & GUTTER (HAND FORMED)	\$48.27	4,900.00	LIN FT	\$236,523.00	3,229.00	LIN FT	\$155,863.83	4,946.00	LIN FT	\$238,743.42
39	6" CONCRETE DW (W/6" AGG. BASE CL 5)	\$11.60	4,540.00	SQ FT	\$52,664.00	0.00	SQ FT	\$0.00	145.00	SQ FT	\$1,682.00
40	6" CONCRETE WALK (W/6" AGG. BASE CL 5)	\$25.83	420.00	SQ FT	\$10,848.60	0.00	SQ FT	\$0.00	452.00	SQ FT	\$11,675.16
41	DRILL & GROUT REINF. BARS (EPOXY COATED)	\$15.78	35.00	EACH	\$552.30	0.00	EACH	\$0.00	32.00	EACH	\$504.96
42	TRUNCATED DOMES	\$50.45	30.00	SQ FT	\$1,513.50	0.00	SQ FT	\$0.00	30.00	SQ FT	\$1,513.50
43	TRAFFIC CONTROL	\$8,137.50	1.00	LUMP SUM	\$8,137.50	0.50	LUMP SUM	\$4,068.75	1.00	LUMP SUM	\$8,137.50
44	SIGN PANELS TYPE C	\$141.05	10.00	SQ FT	\$1,410.50	0.00	SQ FT	\$0.00	10.00	SQ FT	\$1,410.50
45	SIGN PANELS TYPE SPECIAL	\$325.50	19.00	EACH	\$6,184.50	0.00	EACH	\$0.00	0.00	EACH	\$0.00
46	TREE 2.5" CAL B&B	\$1,302.00	2.00	EACH	\$2,604.00	0.00	EACH	\$0.00	0.00	EACH	\$0.00
47	STORM DRAIN INLET PROTECTION	\$116.14	65.00	EACH	\$7,549.10	57.00	EACH	\$6,619.98	57.00	EACH	\$6,619.98
48	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$3.43	1,000.00	LIN FT	\$3,430.00	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00
49	COMMON TOPSOIL BORROW (LV)	\$8.95	190.00	CU YD	\$1,700.50	0.00	CU YD	\$0.00	0.00	CU YD	\$0.00
50	FERTILIZER TYPE 3	\$3.32	75.00	POUND	\$249.00	0.00	POUND	\$0.00	0.00	POUND	\$0.00
51	HYDROMULCH w/ FIBER MATRIX & SEED 25-151	\$3.27	1,200.00	SQ YD	\$3,924.00	0.00	SQ YD	\$0.00	1,672.00	SQ YD	\$5,467.44
52	4" SOLID LINE PAINT	\$0.66	1,380.00	LIN FT	\$910.80	0.00	LIN FT	\$0.00	0.00	LIN FT	\$0.00



CITY OF COLOGNE
BMI PROJECT NO. 0C1.129206
WORK COMPLETED THROUGH WEDNESDAY, NOVEMBER 01, 2023

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
53	PAVEMENT MARKING	\$77.11	1.00 EACH	\$77.11	0.00 EACH	\$0.00	0.00 EACH	\$0.00
54	LANDSCAPING ALLOWANCE	\$20,000.00	1.00 ALLOWANCE	\$20,000.00	0.00 ALLOWANCE	\$0.00	0.34 ALLOWANCE	\$6,812.01
EW 1	MILLING AT BENTON & 284	\$1,348.75	1.00 LUMP SUM			\$0.00	1.00 LUMP SUM	\$1,348.75
EW 2	INSIDE DROP SANITARY MANHOLE	\$517.44	1.00 LUMP SUM			\$0.00	1.00 LUMP SUM	\$517.44
EW 3	PARKSIDE INTERSECTION DRAINAGE REPAIR	\$5,821.10	1.00 LUMP SUM			\$0.00	1.00 LUMP SUM	\$5,821.10
EW 4	REPAIR BROKEN VALVE BOXES	\$7,316.27	1.00 LUMP SUM			\$0.00	1.00 LUMP SUM	\$7,316.27
EW 5	CLEANOUT GATE VALVES	\$1,240.47	1.00 LUMP SUM			\$0.00	1.00 LUMP SUM	\$1,240.47
TOTAL AMOUNT:				\$2,146,034.68		\$748,506.59		\$1,910,370.49



**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

November 21, 2023

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

**RE: Benton Creek Area Improvements Project
Geotechnical Invoice #2**

Dear Mr. Dickson:

Enclosed please find an invoice for geotechnical work on the above referenced project. The work completed includes concrete testing for this invoice.

We have reviewed the invoice and recommend the City make payment in the amount of **\$556.00** to Haugo GeoTechnical Services, LLC.

Please contact me if you have any questions regarding this invoice or this project.

Sincerely,

Bolton & Menk, Inc.

Ryan R. Johnson, P.E.

cc: Jake Saulsbury, Bolton & Menk

enclosure

Haugo GeoTechnical Services, LLC
13570 grove Dr #278
Maple Grove, MN 55311 US
612-554-4829
phaugo@haugogts.com

Invoice

BILL TO
City of Cologne 1211 Village Parkway Cologne, MN 55322

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
13383	11/07/2023	\$556.00	12/07/2023	Net 30	

P.O. NUMBER
23-0680 Benton Creek Area Impro

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/17/2023	101B Sidewalk	Concrete Testing - Sidewalk / Driveway	2:30	76.00	190.00
10/18/2023	105 SPUC	Sample Pick-up, Concrete	1:00	76.00	76.00
10/22/2023	110 Trip charge	Trip Charge(s), Week of	2:00	40.00	80.00
10/22/2023	102 Curing & Testing	Concrete Cylinder(s) Curing & Testing	5:00	20.00	100.00
	602A PM Reporting	Project Manager - Report Review	1	110.00	110.00

23-0680 Benton Creek Area Improvements CMT

BALANCE DUE

\$556.00



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Date of organization Tax exempt number

Organization Address (No PO Boxes) City State Zip Code

Name of person making application Business phone Home phone

Date(s) of event Type of organization ☐ Microdistillery ☐ Small Brewer
☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Organization officer's name City State Zip Code

Location where permit will be used. If an outdoor area, describe.
On Lake Benton Cologne, MN 55322

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Berkley Assurance
\$1,000,000.00

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Event in conjunction with a community festival ☐ Yes ☐ No

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY
CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**






SHELTER

ASSEMBLY MANUAL

Series: 40xx20R

Single Trussed

 Model 406020R	Size: W12.2mxL18mxH6.1m
Model 408020R	Size: W12.2mxL24mxH6.1m
Model 4010020R	Size: W12.2mxL30mxH6.1m



SPECIFICATION

Model 406020R	Size:	Width: 12.2m	Length: 18m	Height: 6.1m
Model 408020R	Size:	Width: 12.2m	Length: 24m	Height: 6.1m
Model 4010020R	Size:	Width: 12.2m	Length: 30m	Height: 6.1m

IMPORTANT---READ MANUAL FIRST

Improper site preparation, assembly and maintenance may invalidate warranty and cause unnecessary and costly mistakes. If you have any questions contact your local dealer.

For User Friendly assembly we have identified each individual component with the part code as indicated in the parts list. Please refer to the part code numbers and drawing to ensure problem free assembly.

It's necessary to tighten the roof fabric enough to avoid "hammocks" on the roof and also re-tighten once or twice again after a few months of use. This is important when assembly in cold weather (autumn and winter) because the fabric is stiff then and when we got the sun and warm weather afterwards it will make the fabric "slack" again and need to be re-tighten before next winter.

It's **the owners responsibility** to take of snow immediately if not slide of by itself.

READ ALL INSTRUCTIONS BEFORE ASSEMBLY

1. Keep work area clean. Cluttered areas invite injuries. Do not set up near snow drifts, in slippery places, in high winds, or wet location.
2. Keep children away. All children should be kept away from the work area. Be aware of personal safety. Be careful not to pinch fingers with clips and tubes when assembling: when using makes sure there is adequate ventilation for exhaust and other dangerous fumes.
3. Do not over reach. Keep proper footing and balance at all times.
4. Do not assemble if under the influence of alcohol or drugs. Read warning labels on prescription to determine if your judgment or reflexes are impaired while taking drugs. IF there is any doubt, do not assemble.
5. Be aware of possible windy conditions; fasten the base in concrete if these situations may occur. Remove the cover during hurricane.
6. Be careful with power and heat sources. Do not keep heat sources near the tarpaulin. Do not expose to open flame.
7. Be aware of personal safety during assembly and use. Be careful not to pinch fingers with clips and tubes when assembling. when using makes sure there is adequate ventilation for exhaust and other dangerous fumes.

406020R/408020R/4010020R Spare Parts List

NO.	Description	Qty				
		406020R 2m Spacing	408020R 1.5m Spacing	408020R 2m Spacing	408020R 2.4m Spacing	4010020R 2m Spacing
1	Roof bent tube	10	17	13	11	16
2	Upper bent tube	20	34	26	22	32
3	Sidewall tube	20	34	26	22	32
4	Lower bent tube	20	34	26	22	32
5	Purlin	63	112	84	70	105
5A	Support tube for roof frame	12	12	12	12	12
6	Base plate for corners	4	4	4	4	4
6A	Base plate for tie the roof cover	0	0	0	0	2
7	Base plate for sidewall	16	30	22	18	28
7A	Ratchet	20	34	26	22	34
8	Base plate for front and back door	4	4	4	4	4
9	Base plate for front and back door	4	4	4	4	4
10	Lower standing leg on front and back door	8	8	8	8	8
11	Upper standing leg on front and back door	4	4	4	4	4
11A	Side Upper standing leg on front and back door	4	4	4	4	4
12	Beam on front and back door	4	4	4	4	4
12A	Vertical support tube on front and back door	2 groups	2 groups	2 groups	2 groups	2 groups
13	Connecting tube on front and back door	4	4	4	4	4
13A	Side Connecting tube on front and back door	4	4	4	4	4
14	Base tension tube on both doors	4	4	4	4	4
14A	Side Base tension tube on both doors	4	4	4	4	4

15	Angel seat on front and back door	12	12	12	12	12
15A	Angel seat for No.12A	2	2	2	2	2
16	Steel wire for sidewall	18	32	24	20	30
17	Triangle Steel Plates	10	16	12	10	16
17A	Clamps	24	24	24	24	24
18	Bolt M12x110mm	78	137	99	85	120
19	Bolt M10x100mm	200	322	248	216	296
28	Roof cover	1	1	1	1	1
29	Front and back cover	2	2	2	2	2
30	Bungee	4	4	4	4	4
31	PVC	0	0	0	0	4
32	Small Ratchet	0	0	0	0	56
A1	Clip for lacing front cover	2	2	2	2	2

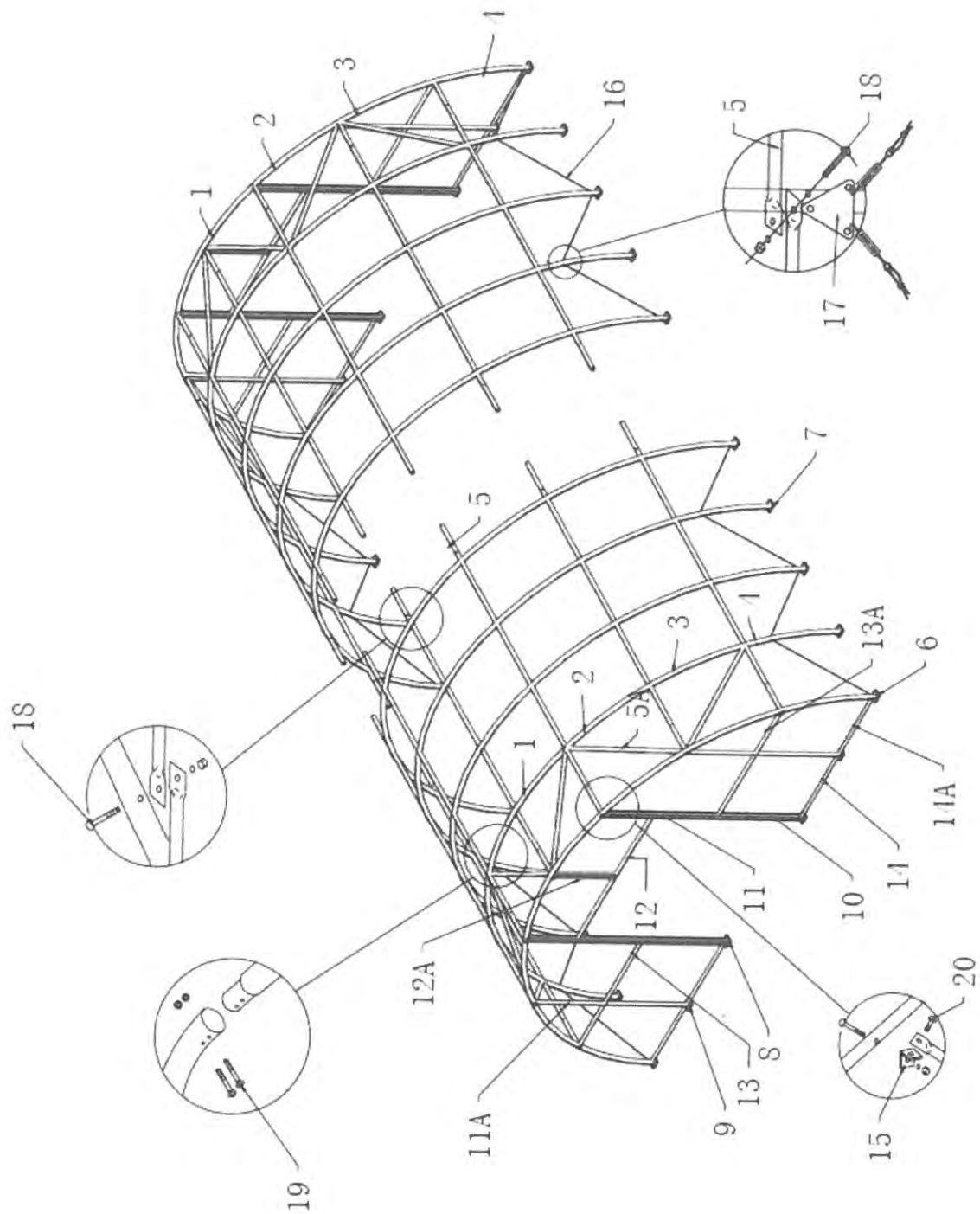


Figure 1 Frame Sketch

Model 406020R	Size:	Width: 12.2m	Length: 18m	Height: 6.1m
Model 408020R	Size:	Width: 12.2m	Length: 24m	Height: 6.1m
Model 4010020R	Size:	Width: 12.2m	Length: 30m	Height: 6.1m

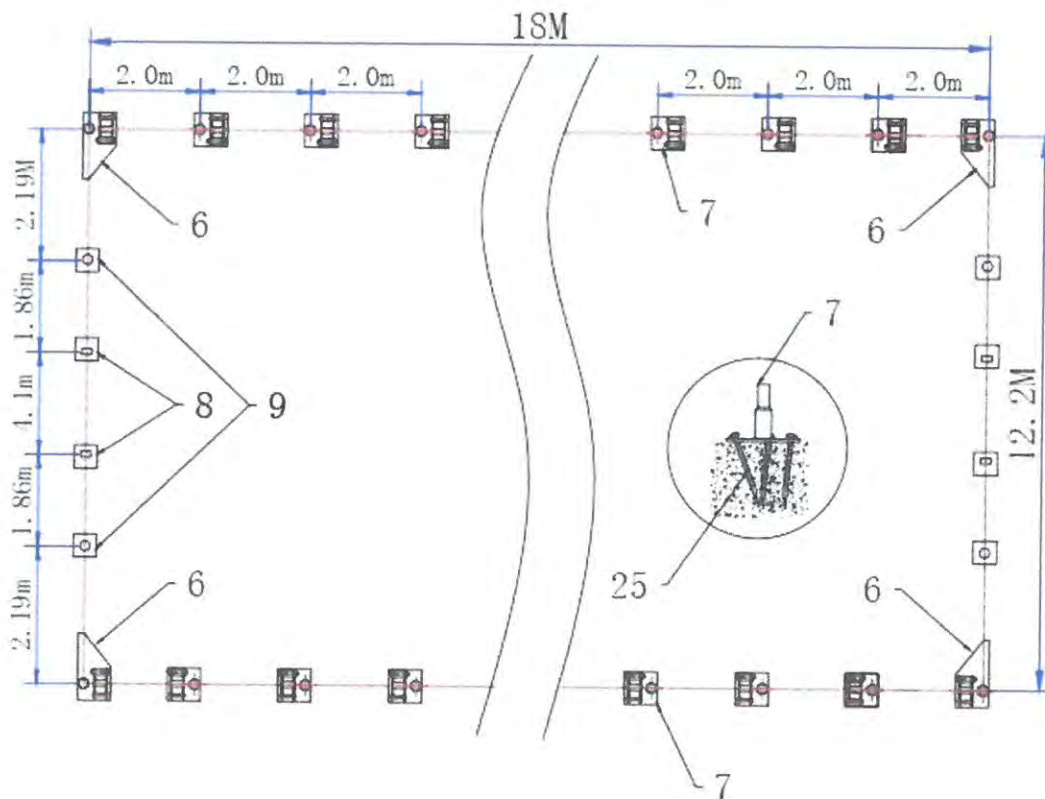
EQUIPMENT AND TOOLS FOR INSTALLATION

- | | |
|-------------------|----------------------------|
| 1. Measuring Tape | 2. String for alignment |
| 3. Stake | 4. Ladder or Scissors Lift |
| 5. Sledge Hammer | 6. Drill |
| 7. Wrench | 8. Knife |
| 9. Hoist | |

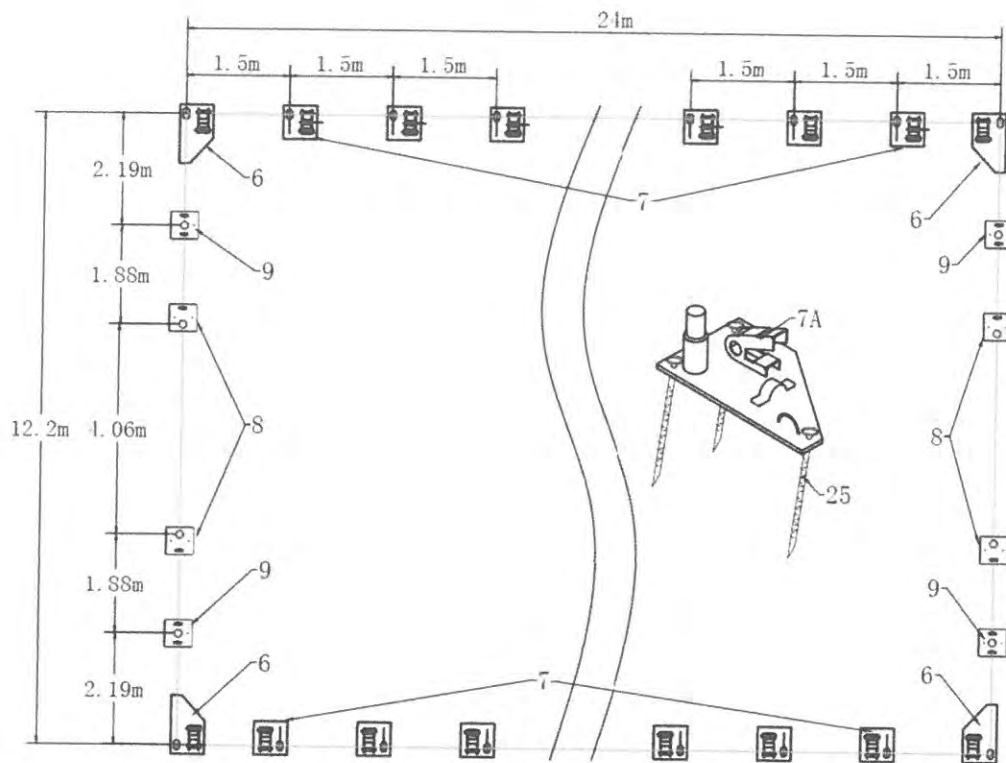
INSTALLATION PROCESS

A---BASE INSTALLATION

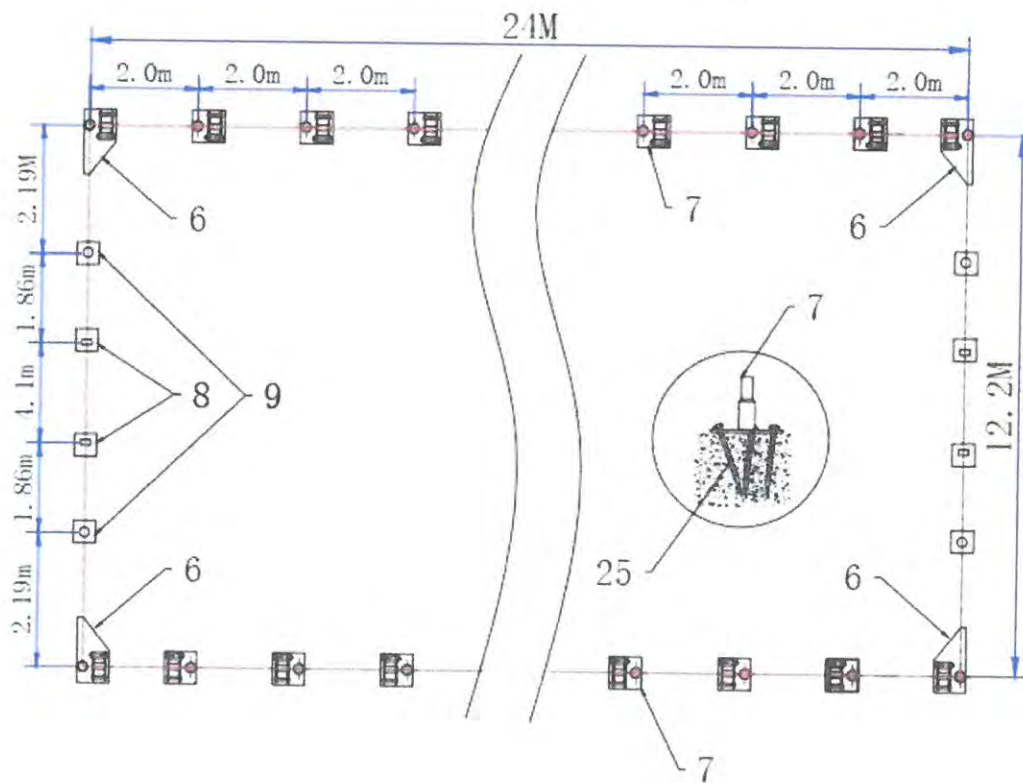
Please refer to the diagram (Figure 2) to place the base plates:



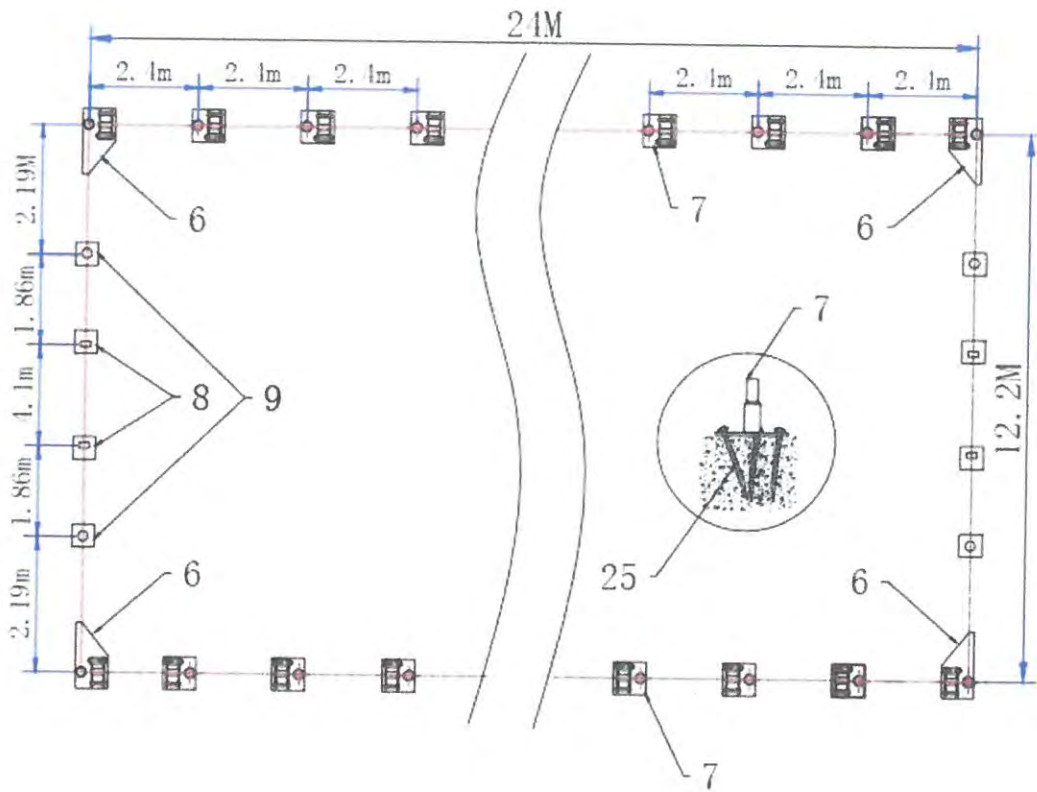
Above is layout for model 406020R, 2m spacing



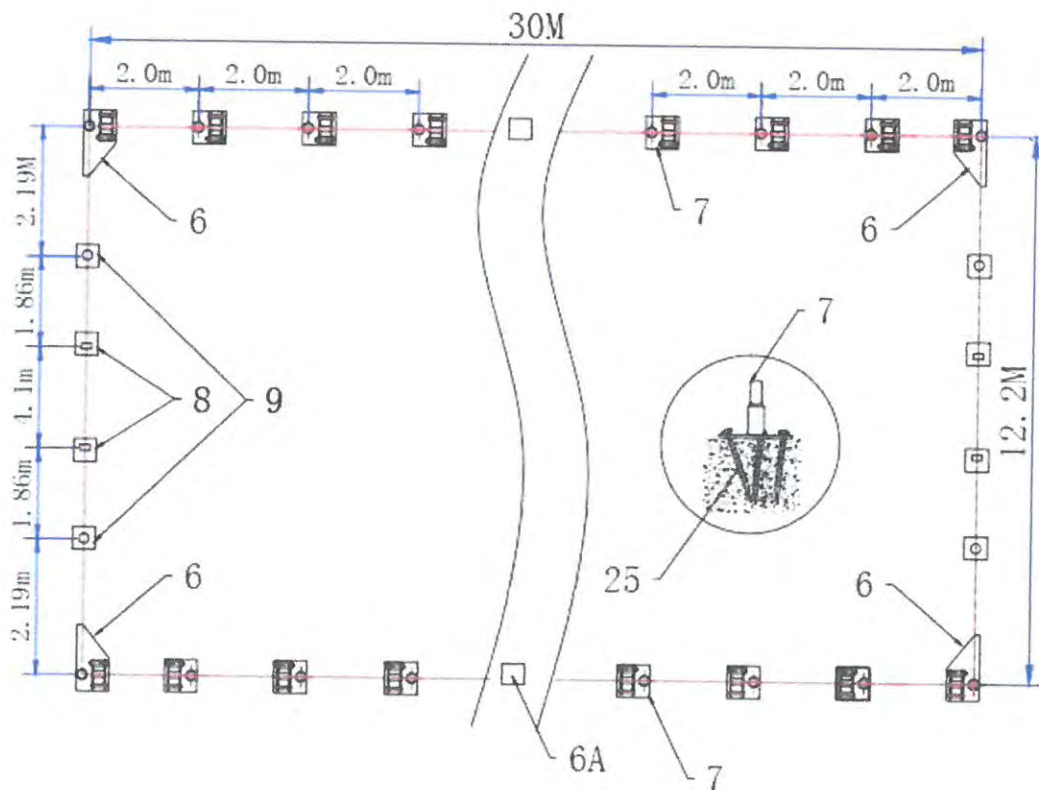
Above is layout for model 408020R, 1.5m spacing



Above is layout for model 408020R, 2m spacing



Above is layout for model 408020R, 2.4m spacing



Above is layout for model 4010020R, 2m spacing

Figure 2

Please make sure the right spacing before assembly.

1. The measurement is from center to center of tubes on the base plates. Referring to the above diagram and confirm the place of base plates. Ensure that the foundations is square.
2. As figure 2 shows base plate(No.6,7) is equipped with 3 pieces of stake peg(No.25),base plate(NO.8,9) is equipped with 2 pieces of stake peg(No.25).

Note: Expansion bolt will suitable for concrete, and stake pegs apply for normal conditions, not suitable to the rock ground, frozen soil and concrete ground.

B---FRAME INSTALLATION

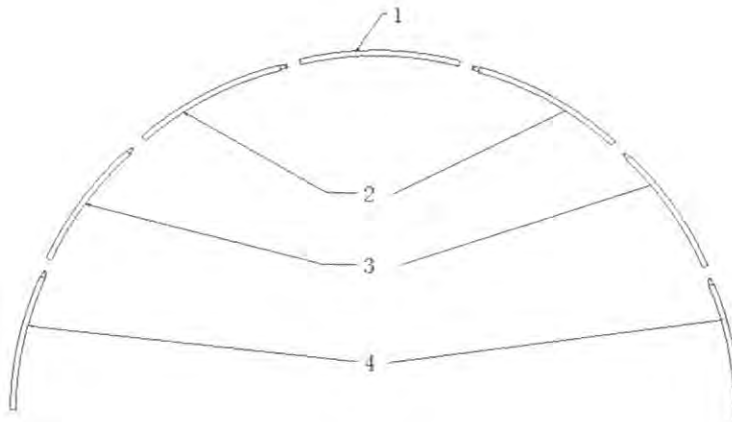


Figure 3

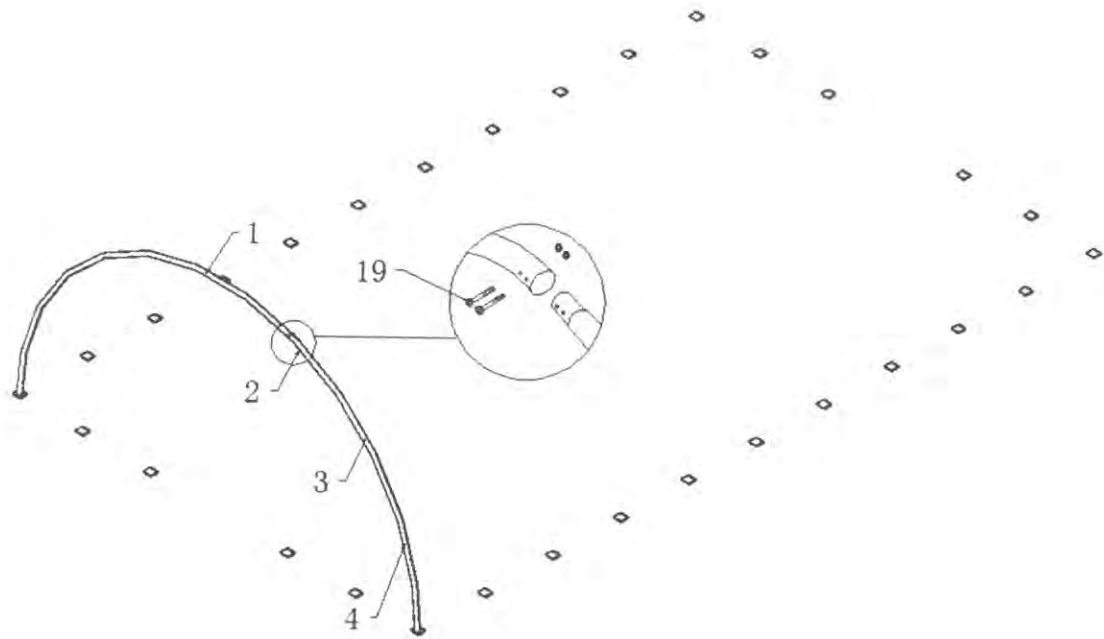


Figure 4

1. (Part No. $1*1+No.2*2+No.3*2+No.4*2$) As **Figure 3** and **Figure 4** shown to find one piece of Roof bent tube (No.1), two pieces of Upper bent tube for front and rear door(No. 2A), two pieces of Sidewall tube(No.3), two pieces of Lower bent tube (No. 4) . Connect them by using Bolt M10x100 (No. 19), which makes the first group of front door arch frame.Put the first group of arch frame into the base plates like the **Figure 4** shows.

Note:Please note that the difference between front/back arch and middle arch.Front and back arches should use No.2A,middle arches should use No.2.

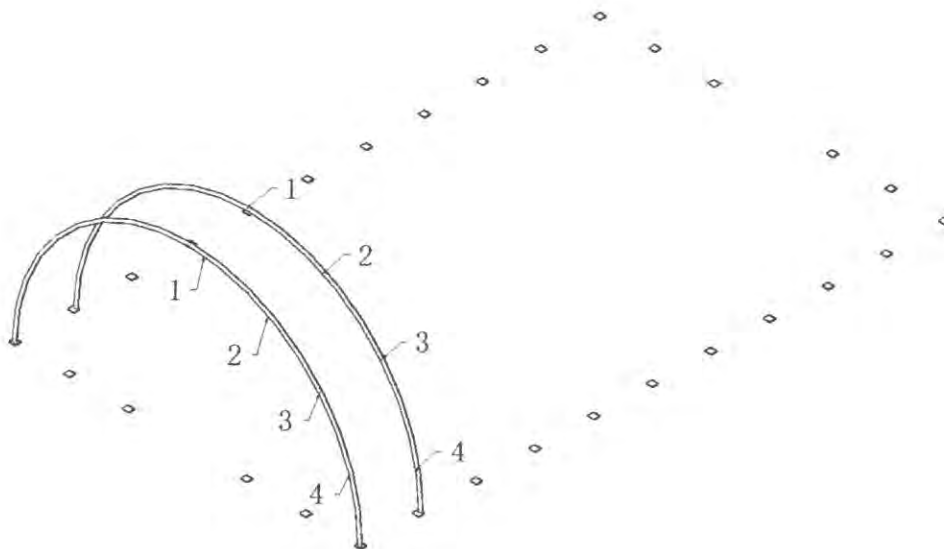


Figure 6

2.Put the second group of arch frame into the base plates like the Figure 6 shows.Use purlins(No.5) to connect them by boltM12x100(No.18) and angle iron(No.17),then install the third arch into the base plate and connect the purlins.In this turn fix all other arches and purlins as figure 7 shown until the frame is completed.

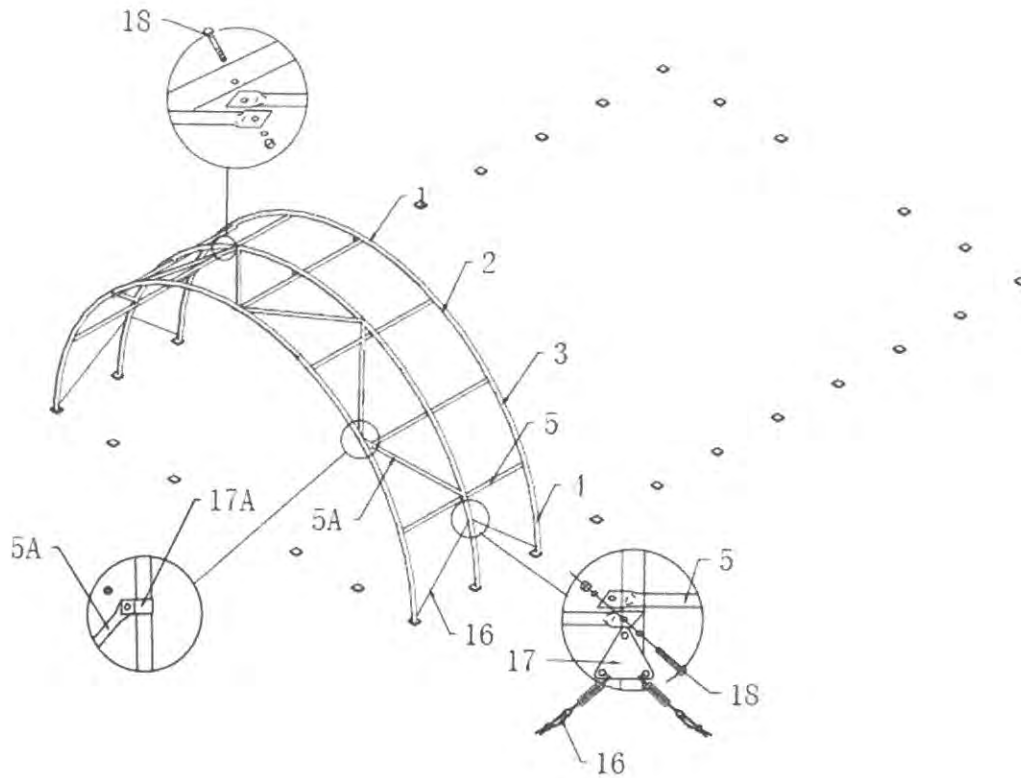
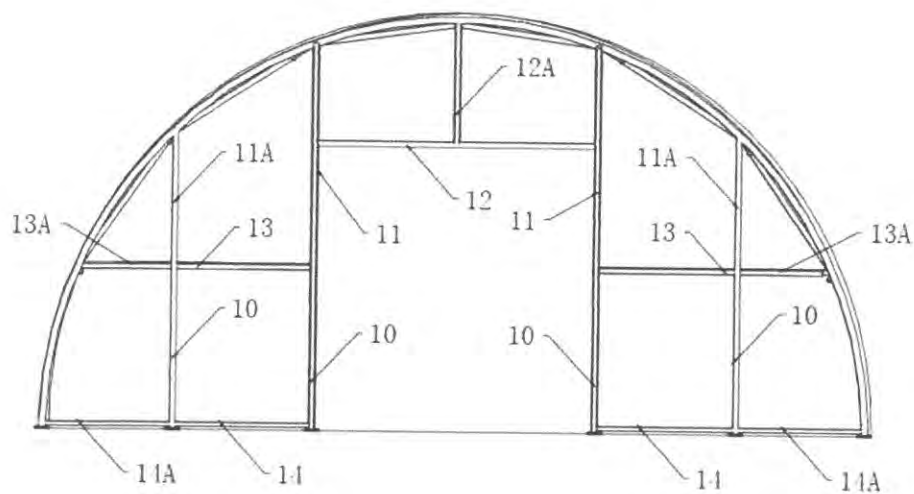


Figure 7

B--- INSTALLING FRONT AND BACK COVER



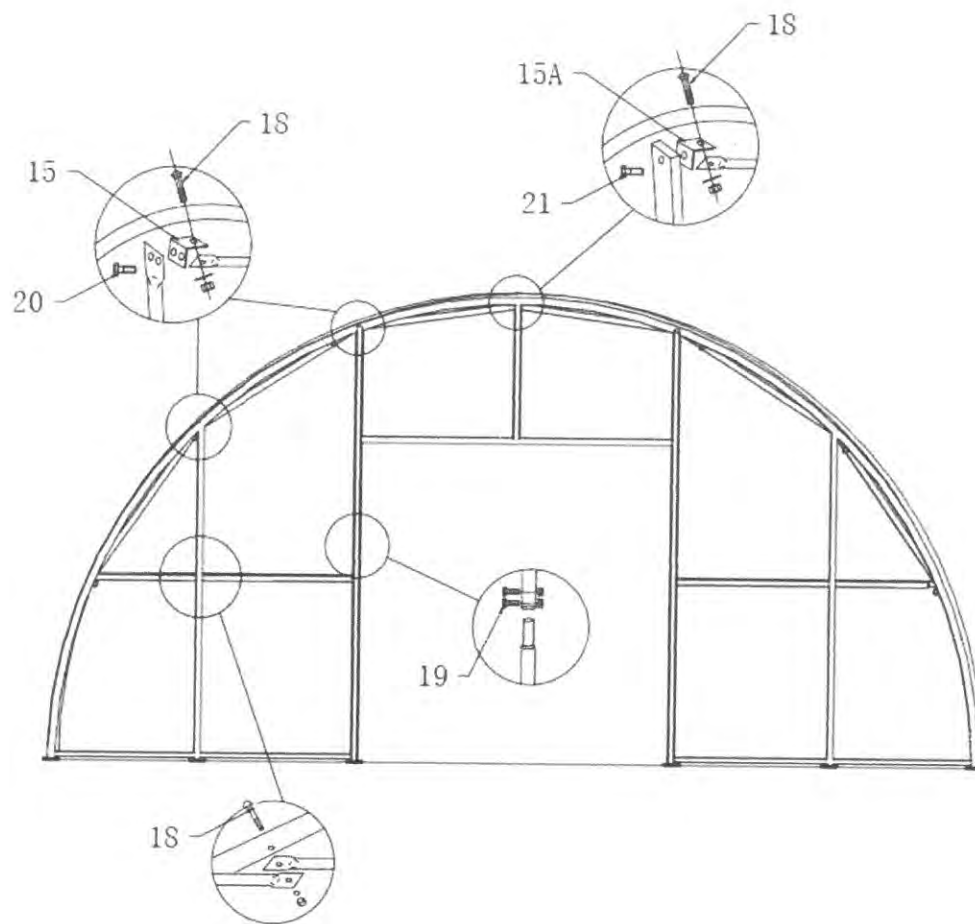


Figure 8

1. Please install the front and back door frame according to the above drawing (Figure 8). Find corresponding bolts and tubes, connect each other.

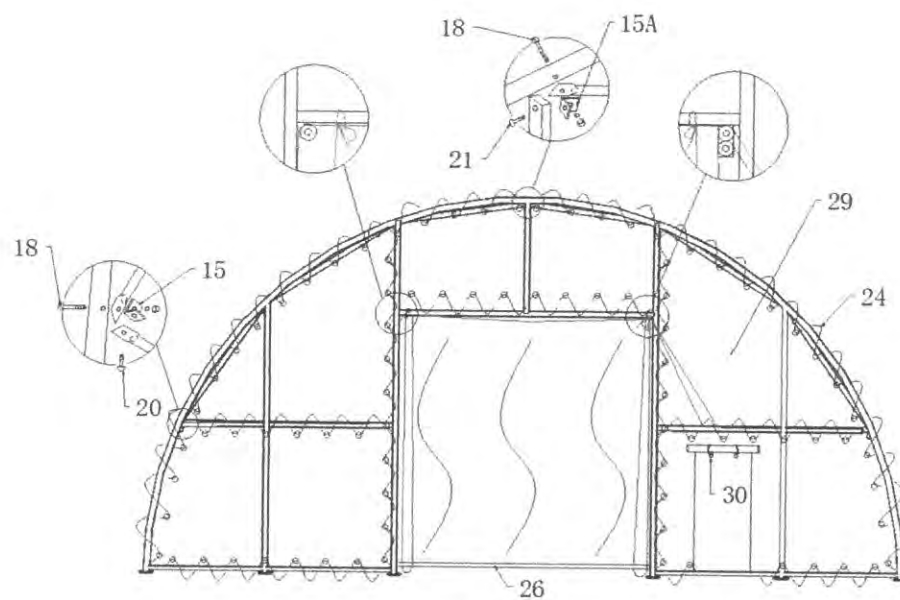
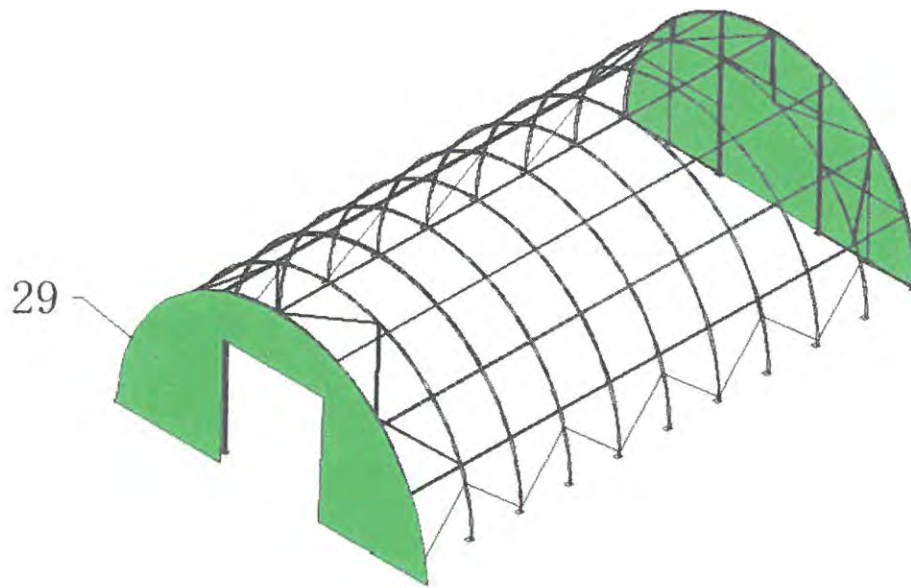


Figure 9

2. Please use rope to tie the end cover to end wall. (Figure 9).



Front and Back Cover

Figure 10

D— INSTALLING THE ROOF COVER

NOTE: Do not install the cover onto the frame of your building in high wind conditions.

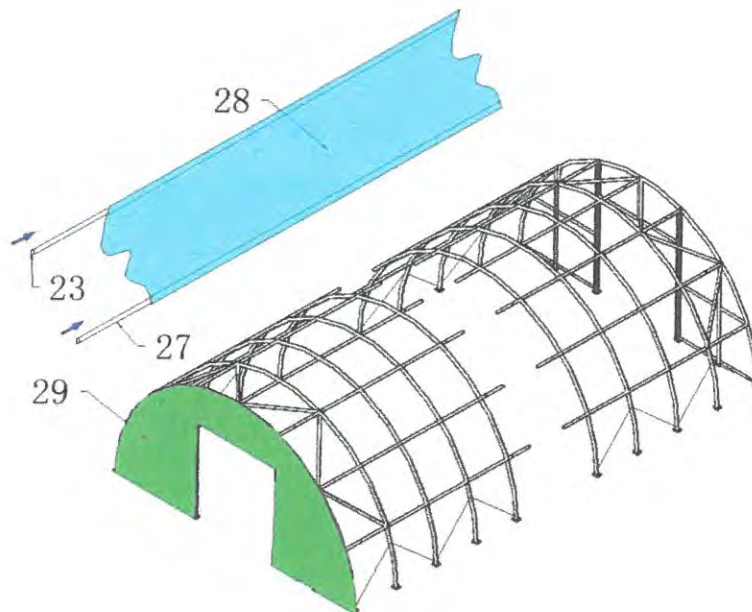


Figure 11 Roof cover

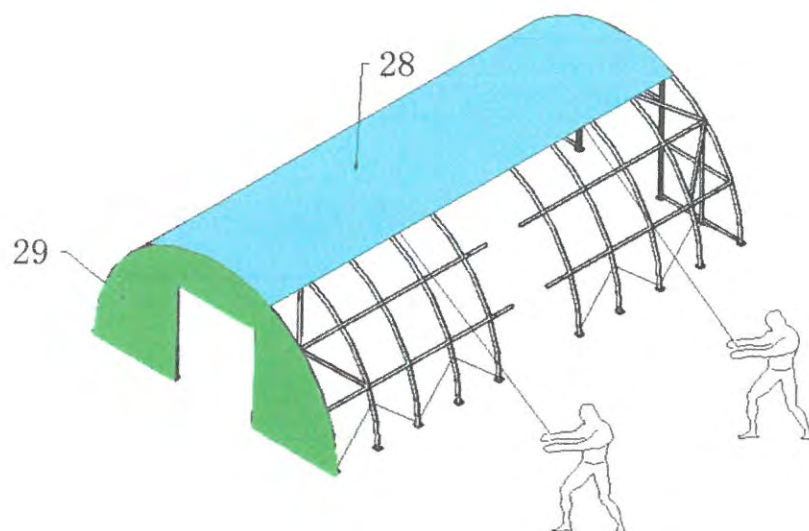


Figure 12

1. Spread the cover(No.28) and lay parallel to one side of the frame.
2. Insert the tensioning tube(No.27) into one side of roof cover only,Then place the plastic plug (No.23)on each end of tubes.
3. Attach the ropes(No.24) and throw over the frame. Then pull the roof cover EVENLY, CAREFULLY AND SLOWLY.

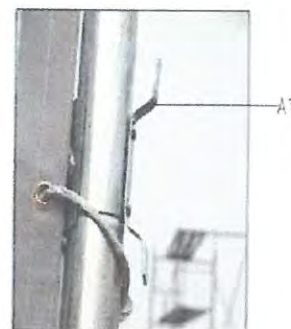
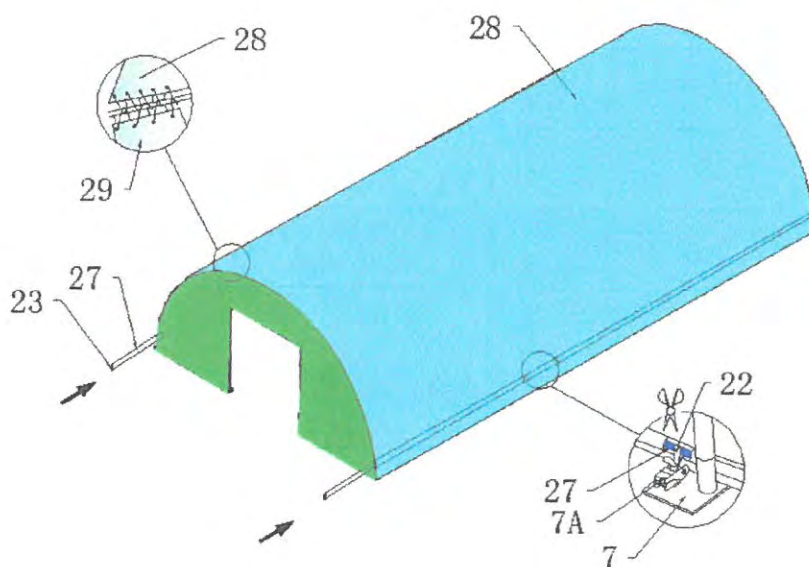


Figure 13

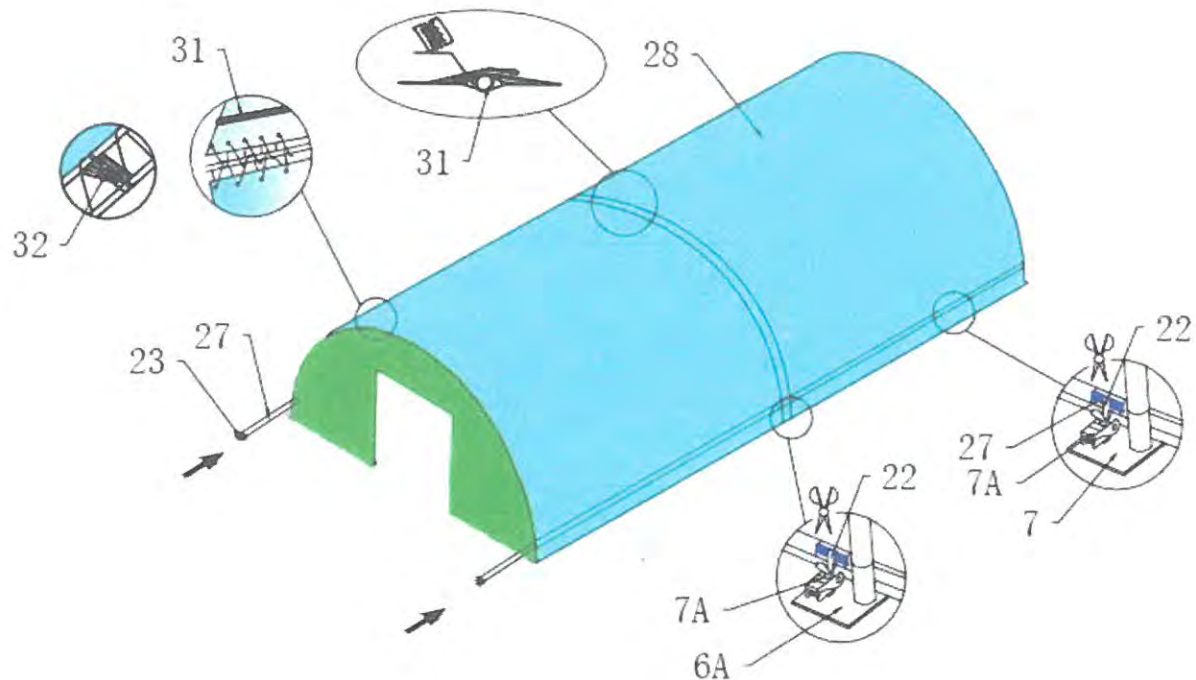


Figure 14

2. Cut pockets just above the ratchet (7A), let the tensioning tube (27) come out, use the belts No.22 to tie the tube onto the ratchets, thus adjust the ratchet could fasten the roof cover.

3. For 4010020, the roof cover is 2 pcs, so there is PVC tube No.32 that need insert into cover pocket to help to tie onto the steel frame. (Figure 14)

● Note: The end flaps must overhang evenly at both ends.

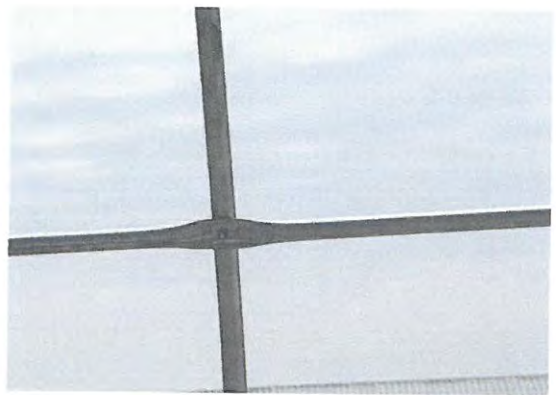
With the end flaps flipped back and out of the way, use the supplied rope to tighten the roof cover to the end arches. The rope should be cut as your requirements when using. The recommended procedure is to use separate pieces of rope and start by first lacing the cover from the bottom edges up to the top center. Secure the ropes at the top center and tent apply tension as you lace down both sides. Fasten the rope at the bottom edge. Put the Band (No.22) onto the tubes where the notches are. Pull the Nylon Band through the reels of winches. Drive the Ratchet Tie Down forth and back, and then the roof cover is tightened.

NOW THE INSTALLATION IS FINISHED, PLEASE ASJUST THE BASE PLATES EVERY MONTH.

Please check the below installation detailed pictures:



(A)



(B)



(C)



(D)



(E)



(F)

NOTE: DO NOT LEAVE THE ROOF COVER UNATTACHED UNDER ANY CIRCUMSTANCES until the final assembly and tightening has been completed. The process is quite easy. But some tightening adjustments will be necessary to produce a flat, tension ed roof cover. Please adjust the roof cover every month.

Please Note:



Please use the tape wrapped around the gap between the steel skeleton after installing.

CONTRACT FOR POLICE SERVICES

Cologne

THIS AGREEMENT, made and entered into this day of December, 2023 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Cologne (hereinafter, the "City"), and, collectively known as the "parties".

WHEREAS, the City desires to enter into a contract with the County whereby the County will provide police services within the boundaries of the City; and

WHEREAS, the County agrees to render such services upon the terms and conditions hereinafter set forth; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements 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 436.05 allows the sheriff of any county to contract for the furnishing of police service to a municipality; and

WHEREAS, this Agreement is authorized by Minnesota Statute, Section 471.59, 436.05,

NOW, THEREFORE, it is agreed between the parties as follows:

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police services for the City in the manner as hereinafter set forth.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:

1.1 Police services to be provided under this contract shall encompass those police duties and functions within the City's corporate limits of which the Sheriff and his duly assigned deputies shall exercise all the police powers and duties of city police officers as provided by Minnesota Statutes, Section 436.05.

1.2 The County shall solicit City input related to assignment of personnel before making assignments. The County shall give thoughtful consideration to the City's input and shall retain the full and unrestricted right to assign personnel as necessary.

- 1.3 The County shall pay for all training costs associated with assigned personnel to maintain POST licensure and any other agency authorized training.
- 1.4 At a minimum, the County shall provide the City with monthly, quarterly, and annual reports including but not limited to calls for service by offense type, hour of the day, and day of the week. Such reports shall include an arrest summary, traffic citation summary, and verbal warning summary. Additionally, the County shall provide monthly, quarterly, and annual reports showing the number of CSO hours and types of calls for service CSO's responded to within the corporate City limits.
- 1.5 The rendition of services, the standard of performance, the discipline of deputies, and other matters of incident to the performance of such services and control of personnel so employed shall be and remain in and under control of the County.
- 1.6 The rendition of services shall include the enforcement of Minnesota State Statutes and the municipal ordinances of the City.
- 1.7 At the City's request, the County (i.e., Sheriff's contract manager or designee) shall meet with the City to discuss any questions, concerns, or requested modifications to the type of services provided, or manner in which such services are provided. In the event a dispute arises between the parties concerning services provided pursuant to this agreement, the County shall in good faith discuss a plan with the City; however, the County retains the sole discretion in determining a solution to said dispute (e.g., reassignment of personnel, types of patrol, level of service available).
- 1.8 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services at the rate for additional hours identified under Article VII and the City shall make payment pursuant to Minnesota Statute, Section 471.425, subd. 2(a).

ARTICLE IV

COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render full cooperation and assistance to each other to facilitate the provision of the services selected herein.

ARTICLE V

1. PROVISION OF EQUIPMENT.

a). The County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein. All County property and equipment used in rendering services under this Agreement is, and shall remain, County property.

b). The City shall provide outdoor storage within the corporate limits of the City for patrol cars used for providing services pursuant to this Agreement. Indoor parking is at the discretion of the city and if chosen, no cost for maintenance of city facilities will be incurred by the county.

2. OFFICE SPACE. Police services shall be conducted out of office space selected and provided by the City that is sufficient to provide for the office needs of the assigned personnel.

3. FINANCIAL LIABILITY. The City shall not be responsible or liable for the payment of any salaries, wages, or other compensation to personnel employed by the County to perform services under this Agreement. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

4. MUTUAL 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 personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the City and County shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.

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.

- (a) This Agreement to indemnify and hold harmless does not constitute a waiver by either party of immunities from, or limitations on liability provided under Minnesota Statutes Section 466.04.

For purposes of determining total liability damages, the parties are considered a single governmental unit and the total liability shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1.

5. INSURANCE. The County agrees that all insurance required to adequately insure vehicles, personnel and equipment used by the County in the provision of the selected services will be provided by the County.

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2024 to December 31, 2024. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. Unless otherwise terminated in accordance with Article VI, Section 3 of this agreement, this Agreement shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.

2. NOTICE.

2.1 If either party does not desire to enter into a contract for police service for 2025, such party shall notify the other party in writing by July 1, 2024.

2.2 The City, if electing to terminate or discontinue contracted services, or decrease contracted police services, the City shall still be obligated to pay all unpaid personnel costs (e.g. OT and annual carryover), incurred prior to termination.

2.3 On or before June 1 of the current contract year, the County shall notify the City of the estimated police contract rates for the following year. The County shall provide proposed police contract rates by October 1 of the current contract year.

2.4 Notice under the above provisions shall be sent to:

Commander Mike Wollin
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
952-361-1857
mwollin@co.carver.mn.us

City of Cologne
Jesse Dickson, Administrator
110 Louis St. W., PO Box 120
Cologne, MN 55322
Phone: 952-466-2075
Jesse Dickson (jessed@colognemn.com)

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

1.1.1 FTE personnel are Full Time Employees dedicated to the contract community.

The FTE deputies compensated time includes regular assignment duties, training, holidays, vacation, sick leave and other benefited time. The FTE deputy position is not automatically backfilled when the deputy is away from assignment for the above types of compensated time. The FTE deputy costs include: salary, benefits, supervision, administration, training, clerical support, insurance, and county overhead. The FTE costs do not include additional hours which are necessary for court or filling a shift for a compensated day off.

The first eighty (80) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 80 hours.

The first eighty (80) hours a deputy is gone from the community on FMLA leave will not be backfilled; it will be treated like sick leave. The Sheriff's Office will backfill the position or credit back the time for FMLA after the first 80 hours of FMLA is completed.

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$86.72 per hour.

The SouthWest Metro Drug Task Force will invoice \$2,100 separately.

Hours worked on a designated holiday will be billed at double the FTE’s hourly pay rate per the collective bargaining agreement(s).

1.2 PERSONNEL COST

The County agrees to provide police services within the corporate City limits. Costs are set forth as follows:

Liaison Deputy	.05 (2184 FTE)	\$6,851
Deputy	.95 (2184 FTE)	\$136,301
CSO	260 hours	\$9,862

1.3 VEHICLE COST

Patrol Vehicle	\$12,404
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1.4 TOTAL POLICE SERVICES \$165,418

2. PAYMENT. The County shall invoice the City for one half of the total contracted amount of the current year police staffing option cost hereunder, or \$82,709.00 to be paid on or before June 30 of the current contract year. The County shall invoice the remaining half, or \$82,709.00 to be paid on or before November 30 of the current contract year. The City shall promptly pay such invoiced amounts in accordance with applicable law. The Sheriff shall inform the City of the actual CSO hours worked for the year and then reimburse the City for unused CSO hours, bill for additional hours or deduct from applied year end credit for unfilled deputy FTE hours.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.
4. POST REIMBURSEMENT. The County, upon receiving continuing education reimbursement, shall reimburse the city pursuant to the MN Administrative Rules, Peace Officer Standards and Training Board, Chapter 6700, part 6700.1800.

ARTICLE VIII

1. 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 Statutes Chapter 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. 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.
3. 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.

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

4. 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.

IN WITNESS THEREOF, the City has caused this Agreement to be executed by its Mayor and by the authority of its governing body on this _____ day of _____.

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

IN WITNESS THEREOF, the County of Carver has caused this Agreement to be executed by its Chair and attested by its Administrator pursuant to the authority of the Board of County Commissioners on this _____ day of _____, _____

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

Attest

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

City of Cologne Appointments	2023	2022	2021
Official Depositories	Old National, Security Bank, Citizens State Bank-NYA, 4M Fund	Old National, Security Bank, Citizens State Bank-NYA, 4M Fund	Old National, Security Bank, Citizens State Bank-NYA, 4M Fund
Official Newspaper	Norwood News & Times	Norwood News & Times	Norwood News & Times
Acting Mayor	Sarah Bruss	Sarah Bruss	Sarah Bruss
Watershed Representative	Carol Szaroletta	Carol Szaroletta	Carol Szaroletta
Parks & Streets	Matt Lein & Nathan Kells	Matt Lein & Nathan Kells	Matt Lein & Nathan Kells
Emergency Management Dir	Matt Lein	Matt Lein	Matt Lein
Planning Commission Liaison	Carol Szaroletta	Carol Szaroletta	Carol Szaroletta
Weed Inspector	Brian Vos	Brian Vos	Brian Vos
Health Clinic	Lakeview Clinic	Lakeview Clinic	Lakeview Clinic
Auditor	Abdo thru FY 2023	Abdo thru FY 2023	Abdo thru FY 2023
Building Inspector	Metro West Inspections	Metro West Inspections	Metro West Inspections
City Attorney	Melchert, Hubert, & Sjodin	Melchert, Hubert, & Sjodin	Melchert, Hubert, & Sjodin
City Planner	Collaborative Planning	Collaborative Planning	Collaborative Planning
City Engineer	Bolton & Menk	Bolton & Menk	Bolton & Menk
Fire Chief	Chad Vos	Nick Joos	Nick Joos
1st Assistant Chief	Brian Loscheider	Chad Vos	Chad Vos
2nd Assistant Chief	Vacant	Brian Loscheider	Brian Loscheider
Personnel Committee	Rachel Lenzen & Sarah Bruss	Rachel Lenzen & Sarah Bruss	Rachel Lenzen & Sarah Bruss
Chairperson of Planning Commission - term ends 12/31/2023	Bernie Shambour	Bernie Shambour	
Vice Chairperson of Planning Commission - term ends 12/31/2023	Jenn Brewington	Jenn Brewington	
Cologne Fire Department Relief Association/Trustee	Jesse Dickson/Matt Lein	Jesse Dickson/Matt Lein	
Glad Days Committee Member	Rachel Lenzen	Sarah Bruss	
Communities of Belonging Liaison	Nathan Kells	Nathan Kells	