

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 25-18**

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A DEVELOPMENT
KNOWN AS THE VILLAGE AT COLOGNE 18TH ADDITION**

WHEREAS, the City of Cologne is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Ron Olson (the “Developer”) is the owner of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

Outlot C, THE VILLAGE AT COLOGNE FIFTH ADDITION, Carver County,
Minnesota

Outlot C, THE VILLAGE AT COLOGNE NINTH ADDITION, Carver County,
Minnesota

Outlot A, THE VILLAGE AT COLOGNE SEVENTH ADDITION, Carver County,
Minnesota

(the “Subject Property”); and

WHEREAS, the Developer has requested approval of a preliminary plat so as to allow the Developer to plat the property into various lots and outlots as shown on a preliminary plat for a development entitled Winkler Crossings Additions, the most recent revision of said preliminary plat updated July 3, 2025 (unless otherwise noted) was prepared by Anderson Engineering of Minnesota, LLC. and containing thirteen (13) sheets (the “Site Plans”); and

WHEREAS, the Planning Commission of the City did on August 6, 2025, conduct a public hearing in relation to the Developer’s request for a preliminary plat; and

WHEREAS, the Planning Commission of the City did on August 6, 2025 recommend approval of the preliminary plat to the City Council; and

WHEREAS, various issues in relation to the Subject Property remain to be resolved and such resolution must occur before final plat approval, and

WHEREAS, the City Council has considered the proposed application for a preliminary plat and it makes the following **findings of fact**:

Application

1. The Developer submitted an application (“Application”) for an amendment to the planned unit development and a Preliminary Plat. The project proposed under the Application is a residential neighborhood, and related streets, utilities, and easements as shown on the Site Plans for development of the Subject Property and proposed to be platted as THE VILLAGE AT COLOGNE 18TH ADDITION.
2. The Subject Property is bordered on the southeast by Silver Leaf Trail, on the southwest by single-family homes and vacant property, on the northwest by undeveloped property, and on the northeast by Village Parkway.
3. Sanitary sewer and water utilities are proposed to be constructed by the Developer and dedicated to the City. Storm sewer utilities are proposed to be constructed by the Developer and dedicated to the City.

Review Process

1. Following appropriate published and mailed notice, a public hearing was held by the Planning Commission on August 6, 2025.
2. The Planning Commission, following receipt of public comments and deliberation on the proposed Application, recommended approval of preliminary plat at their August 6, 2025 meeting.
3. These findings and resolutions are based upon the Council Memo dated August 14, 2025, the City Planner Memo dated July 31, 2025, and the City Engineer Memo dated July 16, 2025, and all documents referenced in the memos and the staff report, the favorable recommendation of the City Planning Commission, and such additional information and documentation which is presented to the City Council on August 18, 2025 which will be the subject of a separate list prepared by the City Planner following the August 18, 2025 meeting.

Comprehensive Plan

1. The City’s current Comprehensive Plan (“2030 Comp Plan”) was adopted in 2009 pursuant to Minnesota Statutes Section 473.859 to be in conformance with the Metropolitan Council’s 2030 Regional Development Framework and the systems statements issued by the Metropolitan Council.
2. The Comp Plan guides the Subject Property as Low-Density Residential, and notes a planned park on the Subject Property
3. The proposed application is consistent with the guidance in the Comp Plan.

Subject Property Zoning

1. The property is currently zoned Planned Unit Development (PUD)
2. The proposed lots are consistent with the requirements of the PUD in terms of dimensional standards.

Traffic and Street Improvements

1. The Subject Property is primarily accessed from Village Parkway/Silver Leaf Trail.
2. The development proposed in the Application for the Subject Property did not require a Traffic Impact Analysis. Traffic added by the proposed development is nominal.

Utilities

1. At this time, sufficient wastewater capacity is available to service this development based on existing experienced per capita volume and other plant capacity limit requirements. In the event that the City experiences a change in measured performance of the existing wastewater treatment facility prior to an upgrade to the existing plant, actions may need to be taken to restrict additional connections to the sanitary sewer system until the capacity situation is upgraded.
2. The proposed extensions of water and sanitary sewer are adequate for the development proposed in the Application, subject to the comments contained in the Staff Memos.
3. Existing stormwater ponds in the area were previously constructed to accommodate the water quality requirement. Volume control requirements of the Carver County Watershed Management Organization (CCWMO) are being met through woodland preservation. A conservation easement to Carver County will be required, along with a maintenance plan for the ongoing maintenance of the woodlands. The woodlands are located on individual lots and will be signed to identify them as a preservation area. The developer will need to prepare a maintenance plan that is acceptable to the CCWMO.

NOW, THEREFORE, BE IT RESOLVED the preliminary plat is approved and will be effective upon completion of the following conditions:

1. The foregoing findings of fact are incorporated herein by reference.
2. Single-family homes are the permitted use on Lots 1-15, Block 1. The outlots are not buildable.
3. No lots or outlots are permitted to access directly onto Village Parkway.

4. All comments contained within the memos from the City Engineer dated July 16, 2025 and the City Planner dated July 31, 2025 are incorporated herein (collectively referred to as the “Staff Memos”).
5. The improvements to the Subject Property shall be constructed in substantial conformance with the Site Plans as revised to conform to the requirements of the Staff Memos and the conditions of this resolution.
6. If the updated Site Plans addressing the comments of the resolutions, Staff Memos, or outside agencies necessitate revisions to any of the lot lines or easements on the Subject Property, then those revisions shall be incorporated into the Final Plat submitted by the Developer. Compliance with these requirements may result in changes to or the removal of lots, outlots, easements, or right of way, in which case the Developer shall revise the Site Plans and Final Plat as necessary in conformance thereto. If an off-site easement is required to address a comment, then a separate easement document shall be provided to the City for review and approval prior to release of the Final Plat for recording. Compliance with Staff Memos and Carver County Watershed Management Organization (“CCWMO”) requirements may result in a loss of Residential Lots.
7. To the extent that there are differences or conflicts between updated Site Plans and this resolution, the terms of this resolution shall be controlling unless and until modified by a final plat resolution.
8. Grading on the Subject Property may be commenced subject to the conditions of a Grading Permit Agreement between the City and the Developer, and City staff is authorized to negotiate and execute such Grading Permit Agreement. If Developer proceeds with grading prior to the approval of (i) final plat and (ii) revised Site Plans for the Subject Property, Developer is proceeding at their own risk.
9. The Site Plans have not been approved for permitting for the CCWMO. Compliance with these requirements may result in changes to or the removal of lots, outlots, or right of way, in which case the Developer shall revise the Final Plat, as necessary.
10. The timing of the construction of the infrastructure improvements on the Subject Property will be subject to the conditions of a Developer’s Agreement between the City and the Developer.
11. A title commitment shall be provided for the review of the City Attorney with the final plat application.
12. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to review of the proposed development plans, inspection of improvements, and the preparation of the Developer’s Agreement.
13. Developer shall be responsible for securing necessary easements and for constructing utility improvements as shown on the attached plans, unless otherwise agreed to with the

City in writing. The cost of constructing utility improvements shown on the Site Plans shall be borne solely by the Developer, unless otherwise agreed to by the City and specified in the Final Plat Resolution and Development Agreement. However, to the extent that such utilities are oversized at the request of the City, the City shall reimburse the Developer for the cost of the extra diameter of the pipe. The location of such utility lines within the Subject Property shall be as designated and approved by the City Engineer.

14. Prior to the release of the Final Plat for recording, a Developer's Agreement must be entered into which Agreement(s) will include, but not be limited to, the following:
 - a. PRD details and information.
 - b. Street and utility construction details, processes, plans and financial guaranties.
 - c. Park dedication requirements.
 - d. All required approvals from other governmental agencies.
 - e. Final grading and drainage plans.
 - f. Maintenance requirements during construction.
 - g. Landscaping plans.
 - h. Financial guaranties.
 - i. Other planning and engineering items, as appropriate.
15. The Developer shall be responsible for obtaining and complying with all necessary permits from the Metropolitan Council, Minnesota Department of Health, DNR, Carver County Watershed Management Organization, PCA, MnDOT, and any other governmental agencies.
16. The Developer shall complete construction, site restoration and erosion control in accordance with all permitting agency requirements including but not limited to MPCA-NPDES, CCWMO, and City Standards.
17. The Developer may not commence construction of any improvements on the Subject Property until the City Engineer has approved both the detailed grading plan and the detailed construction plan and issued written confirmation to the City and the Developer of the approval of such plans.
18. The Developer must submit details on corrected building pads including compaction tests, limits of the pads and elevations of the excavations. The general soils report for the development must also be submitted to the City Engineer for review and approval prior to the issuance of building permits.
19. Map updating fees shall be paid prior to the release of the final plat for recording. Fees shall be paid by the Developer for each lot and outlot contained within the Subject Property as per the City fee schedule in effect at the time of the execution of the Developer's Agreement for each phase of final plat recorded. The Developer shall submit the plat, construction, and as-built plans in the electronic format required by the City Engineer.

20. Park dedication requirements shall be calculated at the time of recording of the final plat, and may include credits against any payment-in-lieu of park dedication if such credits exist from previous phases of The Village at Cologne.
21. A trail is required along the western side of Village Parkway adjacent to the lots in the plat. Paving of said trail may be deferred by the City Council to a future phase of development of the outlots on the plat if agreed to within a Development Agreement. The Final plat and plans shall show proposed grading and future construction of the trail. Installation of landscaping along the berm and Village Parkway shall be completed with this phase of development.
22. The CCWMO is requiring a conservation easement and maintenance plan for the woodland preservation. With final plat submission, provide a draft maintenance plan and conservation easement for review. Identify the entity(ies) that will be maintaining the conservation easement area.
23. Civil defense siren fees shall be paid prior to the release of the final plat for recording as per the City fee schedule in effect at the time of execution of the Developer's Agreement.
24. A streetlight shall be installed at the intersection of Silver Leaf Trail and Cobblestone Drive by the developer and lights selected shall be consistent with those in The Village of Cologne. Streetlights will be maintained by the City if they are done in accordance with the provisions of the street light maintenance plan that the City has in effect.
25. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.
26. Each residence constructed within any lot within the Subject Property shall have drain lines and sumps which must include an operable sump pump which shall be hard plumbed to the exterior, discharging through a drain tile to either a stormwater pond or to a tile connection in the right-of-way. Any deviation from this requirement must receive written prior approval of the City Engineer. These improvements must be constructed by the Developer or, if the Developer sells any lot to any builder, the Developer's purchase agreement with such builder must obligate the builder to construct the drain tiles, sump, and install the sump pump in the manner set forth herein.
27. In relation to landscaping, the Developer shall cause the following to occur:
 - A. Until sod is installed as required herein, the Developer shall provide for silt fences (as an erosion control measure) to be installed within ten (10) days after small utilities are installed in the boulevard.
 - B. At the time each single-family residence is constructed, sod shall be installed from the curb back to the rear lot line. The sod must be installed within sixty (60) days of the issuance of a Certificate of Occupancy, unless the Certificate of

Occupancy is granted after September 15th in a given year in which case the sod must be installed by July 15th of the following year.

- C. To the extent sidewalks are required in a given phase, the sidewalk must be constructed at the same time the streets are constructed. Sod shall be placed between the curb and sidewalk and for two (2) feet on the house side of the sidewalk within thirty (30) days after the issuance of a Certificate of Occupancy, unless a certificate of occupancy is granted after September 15th in a given year, in which case the sod must be installed by June 15th of the following year.
- D. Sod from the curb to four (4) feet away from the curb line shall be installed within thirty (30) days after the issuance of a certificate of occupancy, unless a certificate of occupancy is granted after September 15th in a given year, in which case the sod must be installed by June 15th of the following year.
- E. Submit a landscape plan for review and approval with the application for final plat that is consistent with the requirements of the Planned Unit Development for The Village at Cologne.

The obligations of the Developer to install landscaping, sod and trees are the sole responsibility of the Developer and are not releagable to the homeowner.

- 28. The Developer shall pay for the production and installation of all required City street signs.
- 29. The City projects that sufficient wastewater capacity is available to service this development based on existing experienced per capita volume and other plant capacity limit requirements. In the event that the City experiences a change in measured performance of the existing wastewater treatment facility prior to an upgrade to the existing plant, building permits may cease to be issued until the capacity situation is upgraded.
- 30. The approval of the preliminary plat shall terminate if either a final plat has not been approved or a Developer's Agreement has not been entered into between the City and Developer in the timeframe as required by the Subdivision Ordinance.
- 30. Additional conditions as determined necessary by the City Planner, City Engineer, and City Attorney as review of the project progresses and is completed.

Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 18th day of August, 2025.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/_____

Lein_____

Szaroletta_____

Bower_____

S/_____

Bruss_____

Olson_____

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August 14, 2025

**VILLAGE AT COLOGNE 18TH ADDITION
GRADING AGREEMENT AND PERMIT**

THIS GRADING AGREEMENT AND PERMIT ("**Agreement**") is made this _____ day of August, 2025, by and between the City of Cologne, a Minnesota municipal corporation ("**City**"), and Ronald Olson ("**Developer**").

RECITALS

A. The Developer is the fee owner of certain real estate (collectively referred to as the "**Property**") located in Carver County, Minnesota, described on **Exhibit A** attached hereto.

B. The Developer proposes to develop the Property for residential use generally consistent with a proposed preliminary plat for Village at Cologne 18th Addition prepared by Anderson Engineering of Minnesota, LLC., last updated on _____ 2025.

C. The Developer is the owner of the Property and has presented and received preliminary plat approval from the Planning Commission and the City Council of the City for the subdivision of the Property.

D. By Resolution No. _____ adopted on August_____, 2025, the Developer has received preliminary plat approval from the City Council of the City for the subdivision of the Property (**“Preliminary Plat Resolution”**).

E. The Developer has submitted a final plat approval application for Village at Cologne 18th Addition.

F. The Developer seeks a grading permit to commence limited scope site grading on the Property prior to action on its final plat approval request.

G. The Developer acknowledges that there remains unresolved issues identified in the Preliminary Plat Resolution and that a resolution of such issues to the satisfaction of the City may result in revisions to the layout, lot sizing, lot quantity, and utility locations shown on the Village at Cologne 18th Addition preliminary plat.

H. In order to take advantage of the remainder of the 2025 construction season, Developer has requested a grading permit for limited scope site grading including clearing and grubbing, temporary ditching, pond grading (and associated pipe and appurtenances, pond inlets from the flared end to the nearest upstream structure), pond outlet, treatment components, soil corrections, erosion and sediment control, temporary and permanent turf restoration, and rough grading as defined in Section 2.13 herein. Developer acknowledges that the City has not issued final approvals for Village at Cologne 18th Addition. Developer acknowledges the risks of conducting the limited scope site grading without such approvals, and the City does not commit to any approvals for Village at Cologne 18th Addition.

AGREEMENT

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Payment of City Costs. Upon execution of this Agreement, the Developer shall pay to the City Clerk/Treasurer a deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to be used by the City to defray its out-of-pocket costs in: (i) preparing and administering this Agreement; and (ii) monitoring and inspecting the installation of the Improvements (as hereinafter defined). The out-of-pocket costs to be paid shall include, but not be limited to, reasonable attorneys' fees, engineering fees, other technical or professional assistance and the work of City staff and employees. The Developer may review any invoices paid out of the deposit and express any objection to such payment first to the City Administrator and, if not resolved by the City Administrator in a manner satisfactory to the Developer, then to the City Council. The Developer must make additional deposits from time to time as may be determined necessary by the City to maintain the deposit at a level of not less than Five Thousand and 00/100 Dollars (\$5,000.00), within ten (10) business days after written notice from the City Administrator that the balance of the deposit is less than Five Thousand and 00/100 Dollars (\$5,000.00). The Developer shall pay the monthly invoices from the City within thirty (30) days of issuance. Upon the completion of all work required by this Agreement and the acceptance of the Improvements by the City, any balance remaining shall be refunded to the Developer.

1.02 Attorneys' Fees. The Developer will pay the City's costs and expenses, including reasonable attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement due to the default of the Developer.

1.03 Amendment. Any amendment to this Agreement must be in writing and signed by all parties.

1.04 Assignment. The Developer may not assign any of its obligations, rights, or privileges under this Agreement without the prior written consent of the City.

1.05 Agreement to Run with Land. This Agreement may, in the discretion of the City, be recorded among the land records of Carver County, Minnesota. The provisions of this Agreement shall run with the land and be binding upon the Property, the Developer, and its successors-in-interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

1.06 Approving Resolution. Developer shall comply with all terms and conditions contained in Resolution No. _____ approving the preliminary plat of the Property including any requirements, reports or resolutions incorporated into Resolution No. _____.

ARTICLE II

GRADING

2.01 Agreement to Grade Property. The Developer agrees to conduct limited scope site grading only on the Property ("**Grading Improvements**") required for the development of the Property which shall be installed under the terms and conditions herein set forth. All Grading

Improvements (site grading only, no other improvements, utility trenching, or utility construction is allowed, except for pipe and appurtenances directly adjacent to stormwater ponds and the installation of erosion and sediment control devices) must be constructed in conformance with the grading plans for Village at Cologne 18th Addition prepared by Anderson Engineering of Minnesota, LLC, for the Developer containing the following plan sheets dated _____, 2025, with latest revision date of _____, 2025:

Insert plan sheet information

("Grading Plans").

All labor and work will be done and performed in the best and most workmanlike manner and in strict conformance with the Grading Plans. Any deviation from the Grading Plans must be approved by the City Engineer. Additionally, the Developer may not commence work without securing the approval of the CCWMO for the Grading Improvements and providing evidence of such approval to the City Engineer. This agreement is only for the Property. The Developer is responsible for obtaining any necessary permits associated with the disposal or placement of any material that leaves the Property.

2.02 No Grading Plan Approval. The Grading Plans are preliminary and have not been approved by the City. In the review of Developer's final plat application, City will review and comment on the Developer's construction plans, including final grading plans.

2.03 Staking, Surveying and Inspections. The Developer, through its engineer, shall provide all staking, surveying, and resident inspection for the Grading Improvements in order to ensure that the completed Grading Improvements conform to the Grading Plans. The City will

provide for the general inspection. Developer must notify the City Engineer of all tests to be performed. Copies of all soil testing, correction areas, and density tests for all structures and public improvements must be submitted to the City upon completion.

2.04 Unsatisfactory Labor or Material. In the event that the City Engineer or its designated representative rejects as defective or unsuitable any material or labor supplied by the Developer, then the rejected material must be removed and replaced with approved material and the rejected labor must be done again to the specifications and approval of the City Engineer at the sole cost and expense of the Developer.

2.05 Time for Developer's Performance: General Provision. The Developer agrees that it will commence work on the Grading Improvements on or before September 15, 2025, and will have all work on the Grading Improvements fully completed to the satisfaction and approval of the City Engineer and the City Council of the City on or before October 1, 2026, subject to delays due to inclement weather, casualty, labor strikes, material shortages or other causes beyond the reasonable control of Developer.

2.06 Records. Copies of all bids (unless the City Engineer's estimate is used to determine financial security under Section 2.10), change orders, suppliers, subcontractors, etc. detailing the work to be performed by the Developer must be timely provided to the City Engineer for its files.

2.07 Approval of Contractors. Any contractor(s) selected by the Developer to construct all or any portion of the Grading Improvements shall be subject to approval by the City, which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given unless the City disapproves in writing a particular contractor within ten (10) days after receipt of

written request for approval thereof from the Developer. If the City so disapproves any contractor, the City shall state in writing, with reasonable specificity, the basis for such disapproval. The City reserves the right to require evidence of competency and adequate financial strength of any such contractor(s) selected by the Developer. Prior to the commencement of construction of the Grading Improvements by the Developer, Developer and its contractor(s) shall attend a pre-construction meeting with the City Engineer. The Developer and its contractor(s) may not commence construction of the Grading Improvements without the consent of the City Engineer.

2.08 Additional Work or Materials. All work covered by this Agreement shall be done at no expense to the City. The Developer shall not do any work or furnish any materials not covered by the Grading Plans and this Agreement for which reimbursement is expected from the City unless such work is first ordered and reimbursement is approved by the City Council of the City by formal written City Council action. Any such work or material which may be done or furnished by the Developer or its contractor(s) without prior written order from the City are furnished at the Developer's or contractor(s) own risk, cost and expense, and the Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

2.09 Final Inspection. Upon completion of all work required by the City Engineer or its designated representative, the City Engineer and representatives of the Developer's contractor(s) and/or engineer will make a final inspection of the work. Before the final payment is made to the contractor by the Developer, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the Grading Plans and the Developer's engineers shall submit a written statement attesting to the same.

2.10 Financial Guaranty. The Developer will, contemporaneous with the execution of this Agreement, furnish to the City cash or an irrevocable letter of credit ("**Security**") approved by the City Attorney in the amount of fifty thousand dollars(\$50,000), which is 125% of the City Engineer's estimated cost of the Grading Improvements (limited scope site grading only). The Security must remain in place to secure Developer's obligations, but reduction in the Security may, in the discretion of the City Council of the City, be granted upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The amount of reduction will first be approved by the City Engineer and then submitted to the City Council of the City for action. From the proceeds of the Security, the City shall be reimbursed for any attorneys' fees, engineering fees or other technical or professional assistance, including the work of City staff and employees, and the remainder thereof shall be used by the City to complete the Grading Improvements and fulfill any other obligations of the Developer pursuant to this Agreement. Any proceeds remaining after completion of the Grading Improvements and acceptance by the City shall be paid to Developer. The Developer shall be liable to the City to the extent the Security is inadequate to reimburse the City its costs and pay for the completion of the Grading Improvements. Except in the case of an emergency or the pending expiration of the letter of credit, the City will not draw upon the letter of credit without providing the Developer with thirty (30) days' written notice to cure the default which is the basis for the draw.

2.11 Insurance. The Developer shall, concurrent with the execution of this Agreement, furnish proof of insurance acceptable to the City covering any public liability or property by reason of the operation of the Developer's, or any contractor or subcontractor of the Developer's, equipment, laborers and hazard caused by the construction of the Grading

Improvements. The insurance must be kept in force at all times that construction of the Grading Improvements is in progress. The insurance certificate so provided by Developer must name the City as an additional insured and the insurance certificate provided by the Developer's contractor must name the City and Bolton & Menk, Inc. as an additional insured and all certificates must provide that the insured will give the City not less than thirty (30) days' written notice prior to the cancellation or termination of the insurance policy.

2.12 Erosion and Sediment Control and Street Cleaning. The Developer shall follow Best Management Practices Handbook and the reasonable directives of the City Engineer to control erosion and sediment, minimize dust and construction debris. Should the Developer fail to abide by the directives of the City Engineer, or Building Official, the City may, after giving telephone notice to the Developer, undertake appropriate corrective actions at the expense of the Developer and recoup such expenses from the Security posted pursuant to Section 2.10 hereof.

2.13 Public Property Damage. The Developer is liable for any and all damage to public property and improvements (e.g., street and utility systems) directly or indirectly arising from construction of the Grading Improvements. The Developer shall promptly notify the City Engineer or Public Works Department of any such damage the Developer discovers. Further, the Developer shall repair or commence and diligently pursue repair of all such damage, at Developer's sole expense, within 10 days after receiving written notice from the City requesting repair. All repairs must be made according to the City's engineering standards and with all necessary approvals and permits for work within public rights-of-way. If the Developer fails to repair or commence and diligently pursue prompt repair of any damage within 10 days of receiving the City's notice, the City may make the repair itself. The City, in its discretion, may elect to repair any damage itself

in lieu of permitting Developer to make such repair. Developer shall reimburse the City for all materials and labor associated with the repair undertaken by the City of any damage to public property and improvements arising from the construction of the Grading Improvements.

2.14 Traffic Control and Haul Routes. The Developer shall be responsible for installation and maintenance of traffic control devices necessary to safely allow trucks and equipment to access and exit the site. All traffic control methods shall conform to the provisions of the latest edition of the Minnesota Manual of Uniform Traffic Control Devices (MN MMUTCD). Haul roads shall only include State highways, County Highways, Village Parkway, and the northerly 400 feet of Silver Leaf Trail adjacent to Village Parkway. Trucks shall not be allowed on any other local roads.

2.15 Permit. This Agreement constitutes a grading permit for the Developer to proceed with limited scope site grading on the Property in accordance with the Grading Plans, but limited to clearing and grubbing, temporary ditching, pond grading and associated adjacent pipe and appurtenances, pond outlet and treatment components, soil corrections, erosion and sediment control and temporary and permanent turf restoration within the Property for the Grading, Drainage, and Erosion Control Plan for Village at Cologne 18th Addition. This permit and Agreement does not provide for or allow the construction of any other underground utilities.

2.16 Future Assurance. The Developer shall proceed with the limited scope site grading on the Property at its own risk. The Developer has no right to make any improvements or alterations to the Property other than limited scope site grading, until Developer: (i) obtains final plat approval for Village at Cologne 18th Addition; (ii) executes a developer's agreement in form and content acceptable to the City; (iii) posts the financial Security required by the developer's

agreement; (iv) is in conformance with the terms of Resolution No. 20-11; (v) is in conformance with any City resolution that may be issued approving the final plat; and (vi) has executed and recorded the final plat for The Village at Cologne 18th Addition.

ARTICLE III

MISCELLANEOUS

3.01 Defaults. In the event of default by the Developer as to any of the Grading Improvements to be performed by or any other obligation hereunder and after thirty (30) days' notice by the City to the Developer, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, unless the Developer has commenced the cure within said thirty (30) day period and is diligently proceeding to cure the default (with the exception of emergency situations). This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any Court for permission to enter the Property for such purpose. Nothing within this provision shall preclude the City from drawing upon any letter of credit posted by the Developer for any obligation of the Developer under this Agreement.

3.02 Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials and employees, shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor(s) or subcontractor(s), material suppliers, laborers or any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, consultants, agents and employees, harmless from all such claims, demands, damages,

or causes of action and costs, disbursements and expenses of defending the same including, but not limited to, reasonable attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees.

3.03 Successors and Assigns. The terms and conditions of this Agreement shall run with the Property and are binding upon any successors and assigns of the owners of the Property.

3.04 Recitals. The recitals to this Agreement are incorporated and included in the body of this Agreement.

3.05 Data Practices Compliance. The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Municipal Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (the "Act"). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees, arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Developer's failure to comply with the requirements

of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.

3.06 Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the state of Minnesota and any action arising under this Agreement shall be venued exclusively in the Minnesota state district courts having jurisdiction in Carver County, Minnesota.

3.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

COUNTERPART SIGNATURE PAGES TO FOLLOW

THIS IS A COUNTERPART SIGNATURE PAGE TO THE VILLAGE AT COLOGNE 18TH ADDITION
GRADING AGREEMENT AND PERMIT BETWEEN THE CITY OF COLOGNE AND

DATED AUGUST _____, 2025

CITY OF COLOGNE

By: _____
Matt Lein
Its: Mayor

By: _____
Michelle Morrison
Its: City Clerk/ Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of August, 2025, by
Matt Lein, Mayor, and Michelle Morrison, City Clerk/ Administrator, of the City of Cologne, a
Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS IS A COUNTERPART SIGNATURE PAGE TO THE VILLAGE AT COLOGNE 18TH ADDITION
GRADING AGREEMENT AND PERMIT BETWEEN THE CITY OF COLOGNE AND

AUGUST _____, 2025

_____, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of August, 2025, by _____, the _____ of _____, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387-1023
(952) 442-7700 (clm)

EXHIBIT A

PROPERTY

Insert legal description

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 25-19**

**A RESOLUTION APPROVING A GRADING AGREEMENT FOR A
DEVELOPMENT KNOWN AS THE VILLAGE AT COLOGNE 18TH ADDITION**

WHEREAS, the City of Cologne is a Minnesota Municipal Corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, Ron Olson (the “Developer”) is the owner of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

Outlot C, THE VILLAGE AT COLOGNE FIFTH ADDITION, Carver County, Minnesota
Outlot C, THE VILLAGE AT COLOGNE NINTH ADDITION, Carver County, Minnesota
Outlot A, THE VILLAGE AT COLOGNE SEVENTH ADDITION, Carver County,
Minnesota

(the “Subject Property”); and

WHEREAS, Developer has requested permission to commence grading activities prior to recording the final plat and entering into a Development Agreement with the City; and

WHEREAS, Developer has proposed to be permitted to commence grading activities which are limited to a portion of the Subject Property and consistent with the grading plan referenced in the Grading Agreement, and attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Grading Agreement subject to the City Attorney’s review and authorizes City staff and the Mayor to execute documents as necessary.

Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 18th day of August, 2025.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/ _____

Lein _____

Szaroletta _____

Bower _____

S/ _____

Bruss _____

Olson _____

C:\Users\cnash\Dropbox\Cologne\Developments\Ron Olson\2025 Subdivision\resolutions\Grading agreement Resolution VAC 18th.docx
August 14, 2025

MEMORANDUM

TO: Mayor Lein and Councilmembers
FROM: Michelle Morrison, City Administrator
SUBJECT: PUBLIC WORKS PARKING LOT REPAVING
DATE: 8/15/2025

The parking lot at the Public Works facility is in desperate need of repaving. Brian has requested bids from three contractors for paving of ½ of the parking lot - two have responded:

\$36,840.00	Southwest Paving
\$46,203.15	WM Mueller & Sons

Following is a map of the parking lot, the area in red is the worst part and what will be paved with this project.

RECOMMENDATION: Council action accepting the low bid of \$36,840 from Southwest Paving.



700 Rail Road Street West
Norwood Young America, Mn 55368
Ph 952-467-9002
Fax 952-467-9003

PROPOSAL & AGREEMENT

BILLING ADDRESS:

Date: 8/8/2025
Name: City Of Cologne
Location: Cologne MN

JOB ADDRESS:

Date: _____
Name: Maintenance shop Lot
Location: _____

Mill and Replace Parking Lot	1671 sq yards	\$33,840.00
Mill lot and haul away		
Proof base and add up to 20 ton base grade and roll		
Pave 2" mndot spec mv3 base course asphalt and roll		
Pave 2" mndot spec sp 9.5 wear course over tack coat and roll		
Drop and Roll patching Village parkway		\$3,000.00

We Propose hereby to furnish material and labor -
complete in accordance with above specifications, for the sum of:
Payment is due upon completion. This Proposal is void 30 days from date.

TOTAL DOLLARS (\$ _____)
DOWN PAYMENT (\$ _____)
BALANCE DUE (\$ _____)

NOTICE OF LIEN:

"ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL ONE HUNDRED TWENTY (120) DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

TERMS OF SALE:

Total amount is due upon completion, finance charges of 1.5% per month (18% per Annum) are added to past due balances. Customer further agrees that in the event it is necessary to commence legal actions to enforce payment, the customer will pay in addition to the principal and interest herein, the amount for collection costs including attorney's fees.

Guarantee for materials, equipment and labor will not include: Tire marks, holes made by sharp or pressure objects, gasoline or oil damage, settling along the back fill area.

SOUTHWEST PAVING, INC.

By: _____
AUTHORIZED SIGNATURE

ACCEPTANCE OF AGREEMENT

The above prices, specifications, and the terms and conditions of this agreement are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____
AUTHORIZED SIGNATURE

Date of Acceptance: _____

ROAD CONTRACTORS
AGGREGATES
BITUMINOUS PAVING
HOT MIX ASPHALT



831 PARK AVE P.O. BOX 247
HAMBURG, MN 55339
PHONE 952-467-2720
EMAIL INFO@WMMUELLER.COM

August 4, 2025

COLOGNE CITY SHOP
COLOGNE, MN

ENGINEER: N/A

BID OPENING:
PROJECT NO.

7/23/2025

ASPHALT PAVING QUOTATION

LINE ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	AREA 1 YELLOW 1567 SY				
	MOBILIZATION				
	MILL EXISTING BITUMINOUS				
	BITUMINOUS WEARING COURSE 2"				
	BITUMINOUS BASE COURSE 2"	1,567.00	SY	\$27.65	\$43,327.55
	AREA 2 RED 1671 SY				
	MOBILIZATION				
	MILL EXISTING BITUMINOUS				
	BITUMINOUS WEARING COURSE 2"				
	BITUMINOUS BASE COURSE 2"	1,671.00	SY	\$27.65	\$46,203.15
TOTAL					\$89,530.70

- NOTES: 1.) ALL PRICES ARE BASED ON 2025 CONSTRUCTION
2.) BOND NOT INCLUDED
3.) RETAINAGE TO BE HELD SAME AS OWNER TO GENERAL CONTRACTOR
4.) EXCLUDES: SURVEYING, AGGREGATE BASE, TRAFFIC CONTROL, GRADING/EXCAVATION, SIGNS, BACKFILL, ADJUSTMENT OF
MANHOLES OR GATE VALVES, REMOVALS, PAVING BEYOND 202, AND BOND
5.) ALL PRICES BASED ON USING PG 58-28 BITUMINOUS MIX, SPNWB230B BASE AND SPWEB240B WEAR

**THIS PROPOSAL MAY ONLY BE ACCEPTED IF SIGNED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE AND
RECEIVED BY WMS WITHIN 15 DAYS OF THE PROPOSAL DATE**

ACCEPTANCE BY:




BY: _____

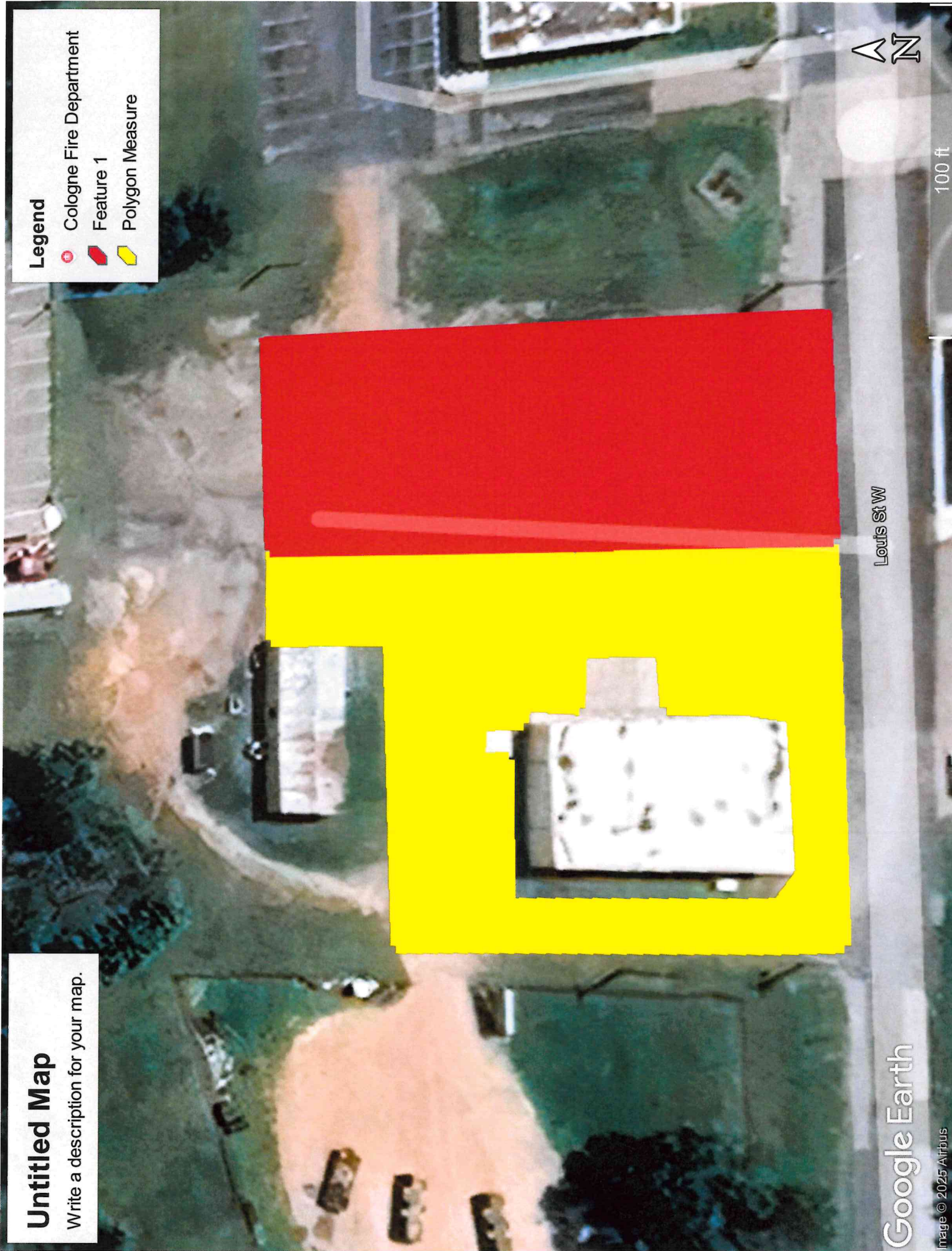
DATED: _____

Untitled Map

Write a description for your map.

Legend

-  Cologne Fire Department
-  Feature 1
-  Polygon Measure



MEMORANDUM

TO: Mayor Lein and Councilmembers
FROM: Michelle Morrison, City Administrator
SUBJECT: RES NO 25-17 DIRECTING THE TERMINATION OF A LEASE OF
THE CITY'S WATER TOWER
DATE: 8/11/2025

The city first entered into a lease agreement with Broadband in December of 2013 to allow for communication equipment to be attached to our north water tower. The initial lease was 2 years and allows for four - 5-year renewals. The third renewal is up in December of this year. The lease provides for a 90-day notice of intent not to renew. If the city is going to exercise this option, it must be done by September 7th.

The current rent that Broadband is paying from the original lease is \$100/month with the city paying for utilities. I checked with some other cities to get a feel for where rents are. The City of Arlington has a lease with Broadband that allows for \$500/month in rent and the tenant pays all charges for power. The City of Mayer has 4 tenants paying between \$885 and \$3,753 per month.

I would like to recommend that the City adopt Resolution 25-17 Directing the Termination of a Lease of the City's Water Tower after which I would send the attached letter and see where Broadband would like to go as far as permanent removal of equipment or renegotiation of a new agreement.



VIA USPS Certified Mail

Broadband Corp
1172 Steiger Lake Lane
PO Box 146
Victoria, MN 55386
And via email: Anthonyw@broadband-mn.com

RE: Notice of Non-Renewal

Dear Mr. Will:

I write on behalf of the City of Cologne, Minnesota (the “**City**”). This is a notice, pursuant to Section 3 of the Lease, to Broadband Corp that the Tower Site Lease Agreement dated December 5, 2013 (the “**Lease**”) between the City of Cologne and Broadband Corp will not renew upon the expiration of the current term. The City understands the current lease renewal term is set to expire on December 5, 2025. Unless a new lease agreement is agreed between the parties, the City therefore expects that Broadband Corp will remove its equipment from the Premises by March 5, 2026, which is 90 days from the end of the current renewal period, pursuant to the terms of the Lease.

The City appreciates the long-standing nature of its leasing relationship with Broadband Corp at this site and is open to negotiating a new agreement with Broadband Corp on terms that reflect fair market values for rent of similar spaces today. Please feel free to reach out to me to discuss further to either begin discussion of a new lease agreement or to arrange removal of Broadband Corp’s equipment.

Regards,

Michelle Morrison
City Administrator

CITY OF COLOGNE
RESOLUTION NO. 25 - 17
A RESOLUTION DIRECTING THE TERMINATION OF A LEASE
OF THE CITY'S WATER TOWER

WHEREAS, the City of Cologne, Minnesota (the “**City**”) owns and operates a water tower for the purpose of providing municipal water service; and

WHEREAS, the City previously entered into a lease, dated December 5th, 2013 (the “**Lease**”) with Broadband Corp for the siting of telecommunications equipment; and

WHEREAS, the third renewal term of the Lease is set to expire on December 5th, 2025, and the City has the option of not renewing the Lease by 90 days’ notice prior to the expiration of the current renewal term; and

WHEREAS, the leasing market for telecommunications equipment sites has changed significantly since the date of the Lease; and

WHEREAS, the City Council has determined that the City and its residents would be best served by not renewing the lease and negotiating a new lease on terms reflecting market conditions.

NOW THEREFORE, be it resolved by the City Council of the City of Cologne that City Staff are hereby directed to provide a notice of non-renewal to Broadband Corp under the Lease, and to engage in any subsequent negotiation of a new lease if Broadband Corp desires to continue to lease space on the City’s water towers.

Passed and adopted by the City Council of the City of Cologne this 18th Day of August, 2025.

Matt Lein, Mayor

ATTEST: _____
Michelle Morrison, City Clerk

M/ _____

S/ _____

Bowers	_____
Bruss	_____
Lein	_____
Olson	_____
Szaroleta	_____



Memo

To: Mayor Lein and Council Members

From: Michelle Morrison – City Administrator

Date: August 15, 2025

Re: Administrator Update

In addition to items presented in the packet please see the following notes of interest:

- 2025 Local Road Improvement Program (LRIP) Solicitation will be opening this fall. This program is available every 2 years. We have applied for these funds in the past to help with Village Parkway Improvements but have not been able to secure funds. The funds available last go around in 2024 were \$110 million, this has dropped to \$47 million for this cycle. The maximum award is \$1.5 million. There are 8 Mn DOT Districts, and the goal is to fund at least one project to a county, city and township within each district.

While Cologne is in the largest district with the largest number of requests, I feel it is still worth the investment to apply – roughly \$2,000. In our favor may be the fact that with the Hwy212 buildout and detours that were utilizing Village Parkway we may have some advantage to secure the funds. A flyer on the program follows this update. I will be working with Bolton & Menk on the submission

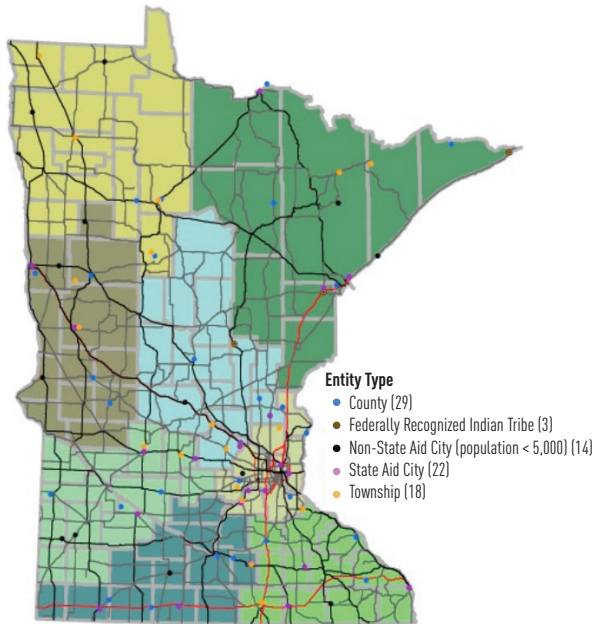
- Currently working with Baker Tilly to complete arbitrage rebate calculations for the 2020 GO Bond. This is something I've never done before but I am working through the requests for information.
- The state Legislature passed a bill increasing the safe drinking water fee to \$15.22 per water service connection per year, a 56% increase. We currently collect .81 per month on each meter for the existing fee, starting with the January 2026 billing we will be collecting \$1.26 per month to pass through quarterly to the Mn Dept of Health.
- Following are highlights from my August 13th Engineering Meeting with Bolton & Menk:
 - All items for the Point Source Implementation Grant (PSIG) for the WWTF upgrade project have been submitted
 - Will be closing out the Benton Lake Outlet Project this month
 - North Tower Rehabilitation work has started
 - WWTP sewer unit availability determined to be ~ 60 units as of spring 2025. Jake will be providing an update to the Council at an October meeting. The City may need to consider budgeting for the \$150,000 Phosphorus monitoring system in 2027 if the funding from State does not come through in 2026.
 - Lead water service inventory to be reviewed and completed. No lead found to date and Mn has grant funds to cover the costs associated with the project.
 - Carver County Water Management Pending items include:
 - Groundwater level monitoring in the stormwater basin at VFW Park results will be available this fall. There is a concern they will not be favorable due to the extreme wet 2 years we have had.
 - Additional Storm Water requirements may be sought in connection with the projects that occurred at M&M and Modern Design
 - Sanitary Sewer Update:
 - Remaining sewer lining - the final 5,000 ' is west of Paul Ave and estimate for work is \$350,000 min. This has not been budgeted or planned as of now
 - Sanitary Sewer Replacement under CR 36 due to settling. This project is a priority over the lining mentioned above. Jake will provide an estimate for consideration in 2026 budget.
 - * Following this memo I have also included the minutes from April 22, 2024 Council meeting where many of the above issues were discussed for purposes of helping understand the history of these issues.

2025 LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)



Real People. Real Solutions.

The Local Road Improvement Program (LRIP) provides agencies with financial assistance for road construction or reconstruction projects with local, regional, or statewide significance. The LRIP funds projects that cannot reasonably be funded through other revenue sources. Regionally and locally significant projects support economic development, strengthen core business districts, improve freight movement (including farm-to-market routes), provide benefits to a trunk highway or county road, or improve a connection to a regional tourist destination.



PROGRAM DISTRIBUTION GOAL

- 30% state aid cities
- 35% counties
- 30% small cities, townships, and federally recognized Indian Tribes
- 5% discretionary

In each MnDOT district, counties compete against counties, state-aid cities against state-aid cities, and small cities/townships/Federal Tribes against small cities/townships/Federal Tribes. Awards are geographically distributed with the goal of funding at least one county project, one state-aid project, and one small city/township/Federal Tribes project all within each MnDOT district.

2025 PROGRAM HIGHLIGHTS

- Approximately \$47M available for competitive solicitation
- Maximum award has historically been \$1.5M
- Eligible Applicants: Counties, State Aid Cities, Small Cities, Townships, and Federally Recognized Indian Tribes (non-state aid cities and townships need a county sponsor)
- Eligible project types include local road construction or reconstruction projects outside trunk highway rights-of-way
- Construction costs only, including stormwater, ponding, and ped/bike infrastructure associated with a corridor project
- Projects expected to be constructed between 2026 and 2028
- No set local match required for eligible applicants
- Projects that have received legislatively selected appropriations ("earmarks") or previous LRIP grants are not eligible for funding under this solicitation

ANTICIPATED 2025 SOLICITATION TIMELINE

Solicitation Open:	Fall 2025
Project Application Deadline:	December 2025
LRIP Advisory Committee Convenes:	March 2026
Awards announced:	April 2026

Note: The award schedule is subject to change depending on the number of applications submitted and review time required. A funding agreement must be finalized with State Aid before projects are bid or any project work begins.

WHY IS THIS MONEY IMPORTANT?

The LRIP program is one of few competitive sources that can be used on any local road. It is also one of the few state competitive sources for transportation projects in Greater Minnesota.

WHY BOLTON & MENK

We are unmatched in helping align projects with LRIP successes. Since 2017, we have helped clients **SECURE \$66.5M IN LRIP FUNDS, LEVERAGING \$195M** in total project costs.

Contact your Bolton & Menk Client Service Manager for more information.
Program Website: <http://www.dot.state.mn.us/stateaid/lrip.html>

Bolton-Menk.com

C_058_072425



City Council Meeting Minutes

Monday, April 22, 2024 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: Sarah Bruss
Councilmember: Nathan Kells
Councilmember: Maria Samuelson
Councilmember: Carol Szaroletta

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, Samuelson and Szaroletta were present. Also present was City Administrator Michelle Morrison. Councilmember Kells was absent.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

City Administrator Morrison asked the Mayor to amend the agenda to approve with the Consent Agenda item d. February 26, 2024 Special Meeting Minutes, a copy of which was provided at each Councilmembers seat. Motion by Councilmember Szaroletta to adopt the revised agenda, second by Councilmember Bruss. Motion carried 4-0.

4. PRESENTATIONS, PETITIONS, CORRESPONDENCE

a. Betsy Pysick – Glad Days

Betsy Pysick and Shannon Frakie shared the Mission Statement and Goals of Glad Days which is in its 23rd year. The committee is looking for continued support from the City in the form of providing funding for the 60 x 60 tent and stage decking. Motion by Councilmember Bruss to sponsor the tent and stage at a cost not to exceed \$6,410.00, second by Councilmember Szaroletta. Motion carried 4-0

b. Gracia Hegener – Communities of Belonging Update

Gracia Hegener and Cassie Broll from Communities of Belonging provided an update on what the group has been working on and extended a personal invitation to all to attend the remaining two sessions of the Creating a Better Story series. The first is via Zoom on April 29th and the final is in person in the Community Room on Thursday May 9th. Both are from 6-8 PM.

5. ADOPT CONSENT AGENDA

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

- a. April 1, 2024 City Council Minutes**
- b. Accounts Payable from April 1, 2024**
- c. April 9 and 23rd 2024 Payroll Summary**
- d. February 26, 2024 Special Meeting Minutes**

After discussion, Councilmember Szaroletta made a motion to approve the consent agenda, second by Councilmember Bruss. Motion carried 4-0.

6. NEW COUNCIL BUSINESS

a. Jake Saulsbury – Bolton & Menk Projects Updates

i. WWTF Upgrade Project

Plans and Specifications have been submitted to MPCA and the National Pollutant Discharge Elimination System permit has been reviewed and has been placed on a 60-day public comment period. Next steps include receiving the final permit and project certification from MPCA, submittal of the Intended Use Plan letter to MN Public Facilities Authority and Submit the Point Source Implementation Grant application.

ii. Village Parkway Project

Village Parkway was constructed between 2005 and 2008 and over the past two years a topographical survey and geotechnical evaluations have been done and a Local Road Improvement Program grant was applied for. We were notified in March that the grant was unsuccessful. The total estimated cost for the project is \$2.5 million. In the past, additional grant money was awarded at the end of the legislative session, it is recommended that the City wait until the session is over before taking next steps on the project.

iii. VFW Park Drainage Issue

As part of the 2020 road project a biofiltration basin was constructed in VFW park with Groundwater level loggers to monitor water levels. The loggers were stolen and the CCWMO is seeking the City's help in replacing the loggers that can be locked to prevent vandalism. The CCWMO is willing to replace the loggers but is asking the City to enter into an agreement stating that the City will reimburse the CCWMO if the loggers are damaged or stolen. Motion by Councilmember Bruss authorizing the City Administrator to enter into the agreement with CCWMO for 2024 and 2025, second by Councilmember Samuelson. Motion carried 4-0.

iv. Modern Design Drainage Issue

Sometime in 2018 Modern Design paved a parking lot on the west end of their property. No permits were issued from Carver County Water Management Organization (CCWMO) for the work. Carver County Water Management Organization (CCWMO) has indicated that as a result there is now a drainage issue that requires correction. The Council directed City Administrator Morrison to work with Mr. Saulsbury, Carver County WMO and the property owners to resolve the issue.

v. Benton Lake Outlet Drainage Issue

Preliminary work has been done but further work has been put on hold as an easement has not been granted on the private property where work needs to be done. The Council affirmed that they are strongly in favor of a permanent easement in place before work is done. The Council directed City Administrator Morrison to work with Mr. Saulsbury and the property owners to seek a permanent easement.

vi. Lead Service Lines Project

All public water suppliers must complete an inventory of water service lines to identify Lead Service Lines. City staff has identified some 250 homes that were constructed prior to 1986 that may have lead lines. A survey sheet has been created and is ready to be sent out to the 250 identified homes. Homes that do not respond to the survey will be contacted in person to be inspected and have water lines identified. The Service Line Project is due to the state by July 15 and there is \$75,000 in grant funds to help cover the costs.

b. Truck 5 Replacement Discussion

Administrator Morrison reviewed her memo to Council regarding the scheduled replacement of Public Works Truck 5, which is 10 years old and on the Capital Improvement Plan for replacement in 2024. Truck bids were received from 3 dealers and the Equipment box was bid for by two dealers. After discussion Councilmember Bruss made a motion approving the replacement of Truck 5 with a vehicle from Saxe Chevrolet and aluminum equipment box and trade in of existing truck to Crysteel at a cost not to exceed 100,661.00, second by Councilmember Szaroletta. Motion carried 4-0.

c. 2023 Audit Presentation

Administrator Morrison covered the highlights of the 2023 Financial Audit answering questions from the Councilmembers and members of the audience. After discussion, Councilmember Szaroletta made a motion to accept the 2023 audit as presented, second by Councilmember Samuelson. Motion carried 4-0.

7. INFORMATIONAL ITEMS

a. Administrator Update

b. March and Q1 Sheriff Reports

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:35 PM, second by Councilmember Samuelson. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

Matt Lein

City Administrator

Mayor



City of Cologne
July 2025



Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2025 To: 07/31/2025

Cologne City

Patrol

A Offense

Burglary	1
Fraud	2
Total A Offense:	3

B Offense

Traffic - Alcohol Rel	1
Misc - criminal	1
Total B Offense:	2

Non Criminal

Misc Non-criminal	3
Alarm	3
Animal	2
Medical Calls Received	5
Assist Other Agency	2
Suspicious Activity	9
Open Door	1
Disturbance (Info Only)	2
Total Non Criminal:	27

Traffic

Traffic - Misc	4
Traffic Stop	28
Pd Accident	2
Driving Complaint	2
Total Traffic:	36

Total Patrol: 68

Administrative

Administrative

GunPermit-Acquire	1
GunPermit-CarryNew	1
GunPermit-CarryRenew	2
Total Administrative:	4

Total Administrative: 4

Total Cologne City: 72



Carver County Sherff's Office
Arrest Summary
For: Cologne City
From: 07/01/2025 To: 07/31/2025

Cologne City

	Total Charges	Total Arrestees	Total Incidents
11A - Rape	1	1	1
11D - Fondling	1	0	
90D - Driving Under the Influence	1	0	
90G - Liquor Law Violations	2	2	1
Totals for Cologne City	5	3	2



Carver County Sherff's Office

Traffic Citation Summary

From: 07/01/2025 To: 07/31/2025

Cologne City

Expired Tabs:	2
No Valid Mn DL:	1
Speed:	1
Vehicle Registration (Plates):	1
Total Cologne City:	5



Carver County Sheriff's Office
Verbal Warnings
From: 07/01/2025 to 07/31/2025

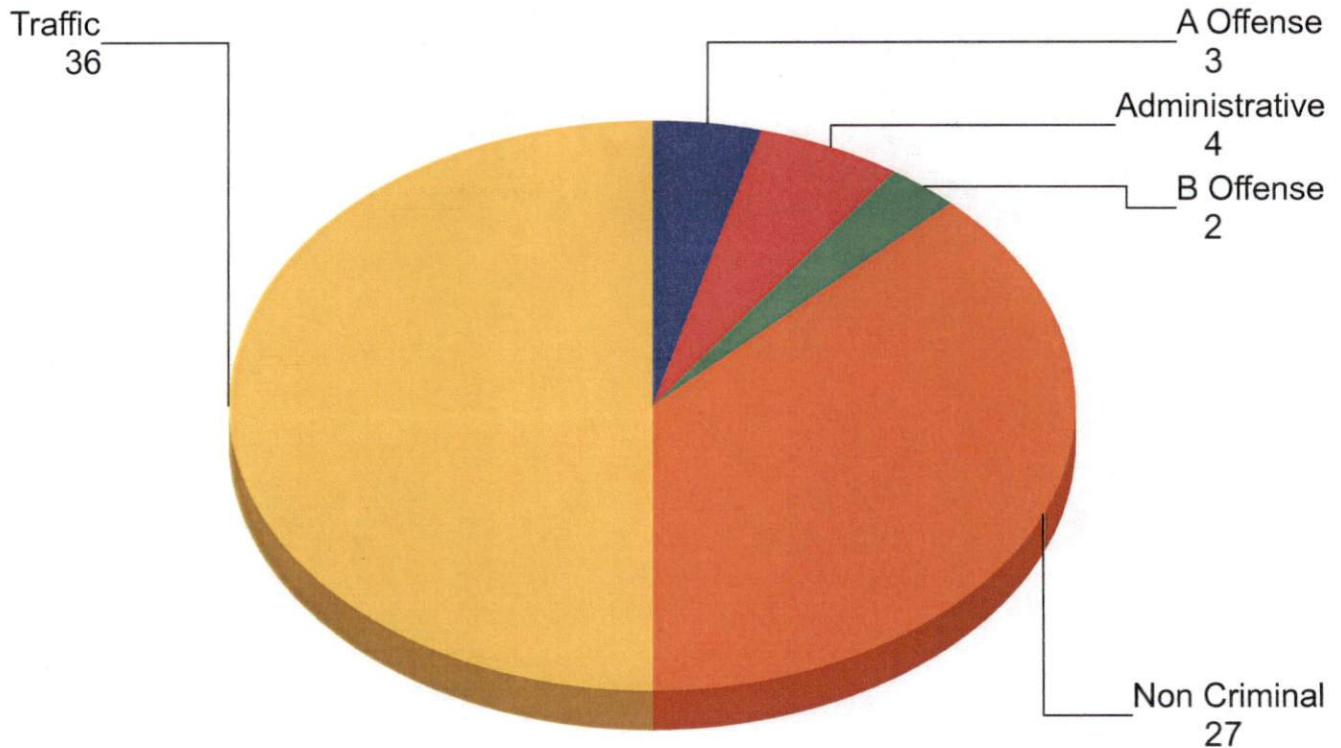
Cologne City

Suspicious Activity:	1
Traffic Stop:	24
Grand Total Verbal Warnings:	25



Carver County Sheriff's Office
Monthly Calls for Service
From: 07/01/2025 To: 07/31/2025

Cologne City



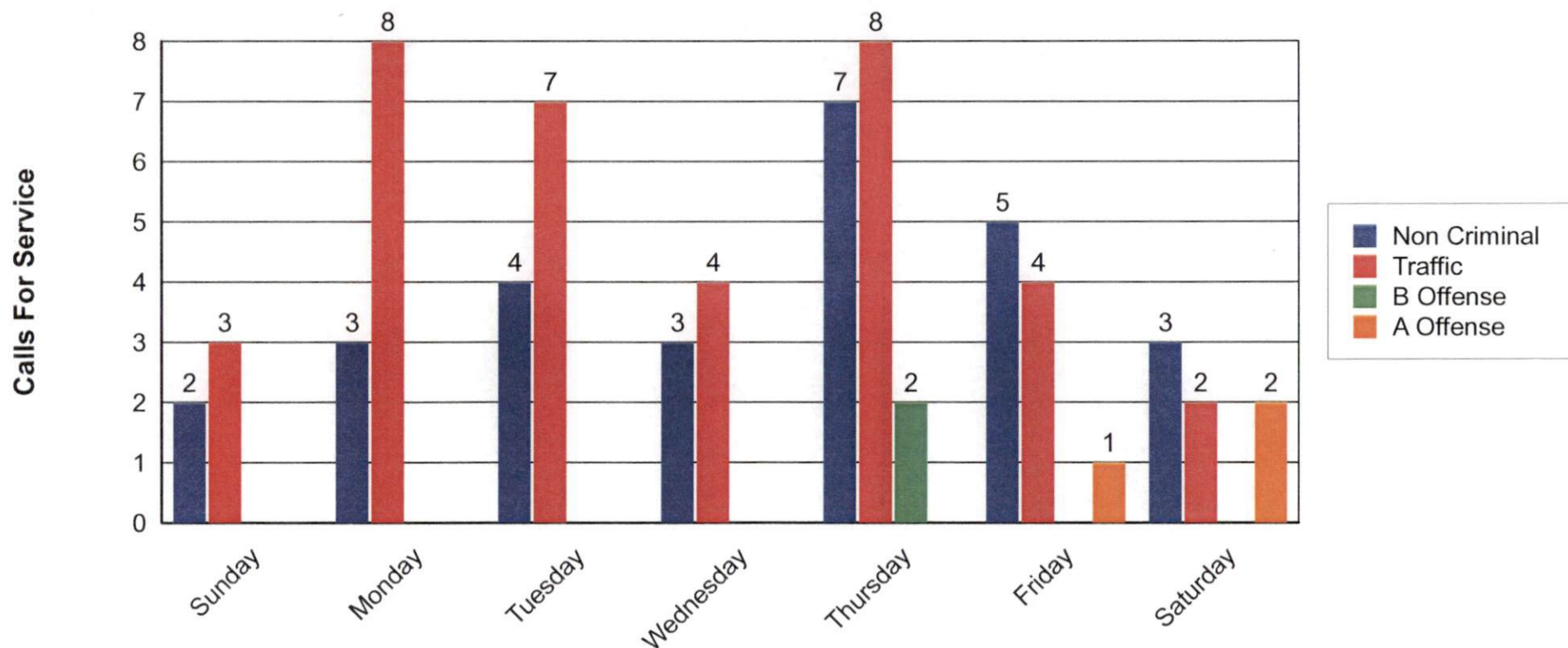
Total A Offense:	3
Total B Offense:	2
Total Non Criminal:	27
Total Traffic:	36
Total Administrative:	4

Total Cologne City: 72



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 07/01/2025 To: 07/31/2025

Cologne City

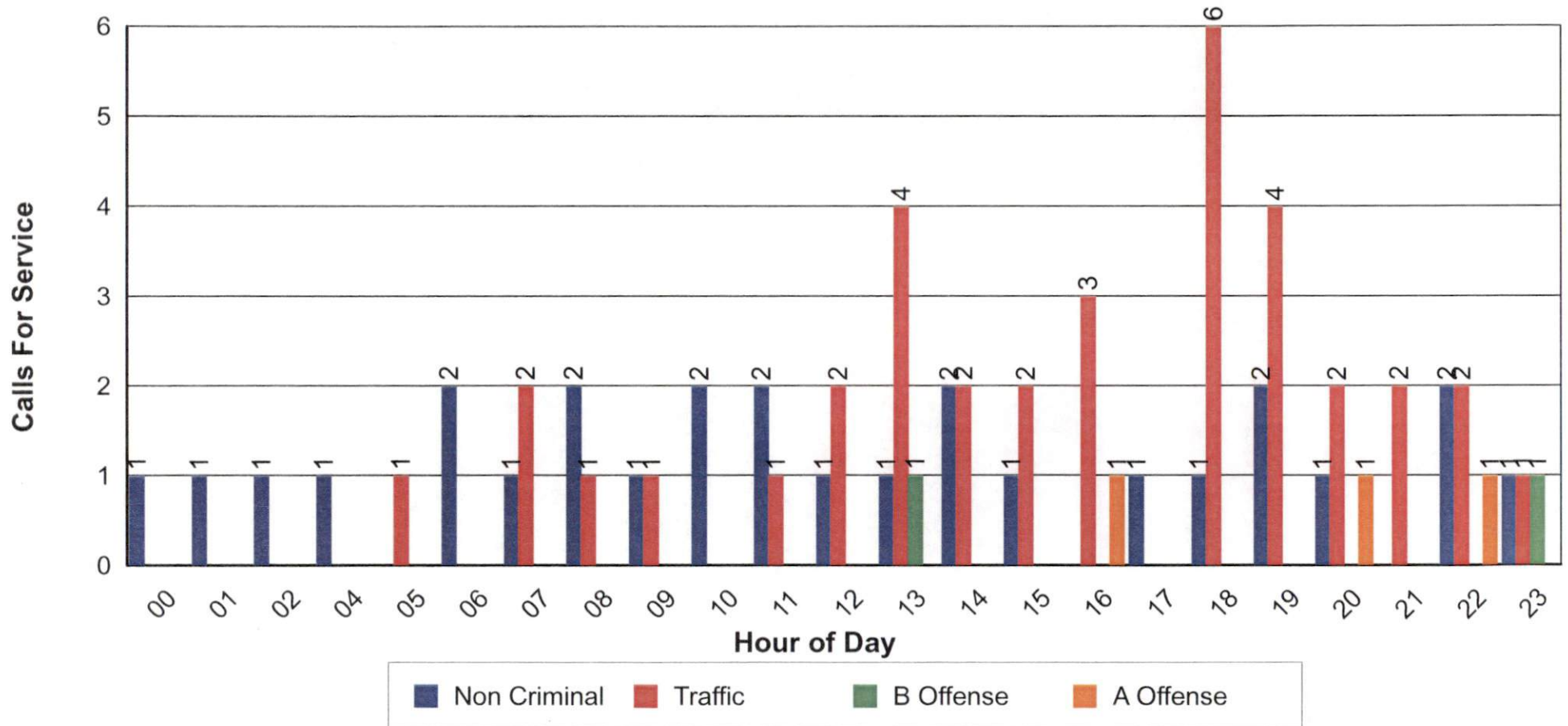


Total Cologne City: 68



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 07/01/2025 To: 07/31/2025

Cologne City



Total Cologne City: 68



Carver County Sheriff's Office
CSO Calls For Service
From: 07/01/2025 To: 07/31/2025
Cologne City

<u>Incident Nr</u>	<u>Status Name</u>	<u>Activity</u>	<u>Start Time</u>	<u>End Time</u>	<u>Minutes Spent</u>	<u>Running Total Minutes</u>
202500018599 741CS						
202500018599	DISP	Traffic - Misc	07/01/2025 4:11:30PM	07/01/2025 4:11:33PM	0.05	0.05
202500018599	Scene	Traffic - Misc	07/01/2025 4:11:33PM	07/01/2025 4:22:17PM	10.73	10.78
202500018599	Available	Traffic - Misc	07/01/2025 4:22:17PM	07/01/2025 4:22:17PM	0.00	10.78
202500021231 747CS						
202500021231	DISP	Animal	07/24/2025 9:00:02AM	07/24/2025 9:00:05AM	0.05	10.83
202500021231	Enroute	Animal	07/24/2025 9:00:05AM	07/24/2025 9:14:54AM	14.82	25.65
202500021231	Scene	Animal	07/24/2025 9:14:54AM	07/24/2025 9:23:01AM	8.12	33.77
202500021231	Available	Animal	07/24/2025 9:23:01AM	07/24/2025 9:23:01AM	0.00	33.77
202500022099 747CS						
202500022099	DISP	Misc Non-criminal	07/31/2025 10:44:27AM	07/31/2025 10:44:31AM	0.07	33.83
202500022099	Enroute	Misc Non-criminal	07/31/2025 10:44:31AM	07/31/2025 11:23:23AM	38.87	72.70
202500022099	Scene	Misc Non-criminal	07/31/2025 11:23:23AM	07/31/2025 11:32:15AM	8.87	81.57
202500022099	Available	Misc Non-criminal	07/31/2025 11:32:15AM	07/31/2025 11:32:15AM	0.00	81.57

Total Minutes: 81.57