

# City Council Meeting Agenda

Monday, October 6, 2025 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: Jeri Bowers
Councilmember: Selmer Olson
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
- 2. PLEDGE OF ALLEGIANCE
- 3. ADOPT AGENDA
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE
  - a. Southern Valley Alliance for Battered Women
  - b. Jayson Read Trail Lighting Discussion

#### 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. September 15th, 2025 City Council Minutes

- b. Accounts Payable from September 16th, 2025
- c. September 23<sup>rd</sup> and October 7<sup>th</sup>, 2025 Payroll Summaries
- d. Res No 25-23 Approving Pursuit of 2025 Local Road Improvement Program Funding for Village Parkway Improvement Project
- e. Res No 25-24 Authorizing the Release of a Letter of Credit for M/I Homes
- f. Approve Temporary Liquor License Cologne Hollanders Bingo
- g. Approve Prosecution Contract with Carver County Attorney
  Office
- h. Res No 25-26 Accepting Donation
- i. 2026 LMCIT Waiver

#### 6. NEW COUNCIL BUSINESS

- a. Insurance Deductible Discussion
- b. Mn Paid Leave Discussion
- c. Open Gym Discussion and Res 25-25 Approving Open Gym Supervisor
- d. Budget Workshop October 20

#### 7. INFORMATIONAL ITEMS

- a. Administrator Update
- b. Council / Mayor Reports
- 8. ITEMS REMOVED FROM THE CONSENT AGENDA
- 9. ADJOURN

#### CALENDAR OF EVENTS/MEETINGS

October 13th Monday First Responders BBQ at Fire Station – Comcast

October 20<sup>th</sup> Monday City Council Meeting

October 23<sup>rd</sup> Thursday Legislative Tour WWTP



## **City Council Meeting Minutes**

Monday, September 15, 2025 7:00 PM Cologne Community Center, 1211 Village Parkway

#### Vision Statement

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#### 1. CALL MEETING TO ORDER & ROLL CALL

Mayor Lein called the meeting to order at 7:00 PM. Councilmembers Bowers, Olson and Szaroletta were present. Also present was City Administrator Michelle Morrison. Councilmember Bruss was absent.

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ADOPT AGENDA

Administrator Morrison advised that since mailing the packet out last week several items have come in to be added to the agenda. Under the Consent Agenda the following has been added:

- d. Resolution 25 21 Accepting Donation from Minnesota Valley Electric Operation Round Up Trust
- e. Approve Gambling Permit for Cologne Hollanders Bingo November 14, 2025

And under New Business the following has been added:

c. Res No 25 – 22 Approving Assignment of an Early Grading Agreement

Motion by Councilmember Bowers to adopt the agenda as revised, second by Councilmember Olson. Motion carried 4 - 0.

#### 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

#### 5. ADOPT CONSENT AGENDA

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

- a. September 2nd, 2025 City Council Minutes
- b. Accounts Payable from September 3rd, 2025
- c. September 9th, 2025 Payroll Summary
- d. Res No 25 21 Accepting Donation
- e. Approve Gambling Permit for Cologne Hollanders Bingo November 14, 2025

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

#### 6. NEW COUNCIL BUSINESS

#### a. Approve Purchase of New Mixer for WWTP

Administrator Morrison reviewed the two bids received for a replacement mixer for the WWTP after a power surge destroyed the existing mixer, noting that the League of Minnesota Cities is working on a claim that will reimburse the city for all costs related to the incident. After discussion Councilmember Szaroletta made a motion to accept the low bid from Quality Flow at a cost not to exceed \$27,975, second by Councilmember Boers. Motion carried 4-0.

#### b. Resolution 25-20 Approving 2026 Preliminary Tax Levy

Administrator Morrison reviewed her memo to the Council regarding the proposed levy, and tax impact stating that this is just the preliminary levy and the final levy will be adopted in December with the budget. The final levy can be lower than the preliminary levy, but not higher. The total preliminary levy increase is 9.81% over the 2025 adopted budgeted levy.

After discussion Councilmember Bowers made a motion to adopt Resolution 25-20 Approving the 2026 Preliminary Tax Levy, second by Councilmember Szaroletta. Motion carried 4-0.

# c. Resolution 25-22 Approving Assignment of an Early Grading Agreement

The early grading agreement that was approved at the August 18<sup>th</sup> Council meeting was between the City and Ron Olson. Typically, developers use an LLC rather than themselves personally, for many reasons. Mr. Olson has created the Southside Villages of Cologne LLC for his building projects. The City can transfer the previously approved Early Grading Agreement through a Resolution assigning the agreement – this Resolution accomplishes that.

Councilmember Olson made a motion adopting Resolution 25-21 Approving Assignment of an Early Grading Agreement, second by Councilmember Szaroletta. Motion carried 4-0

#### 7. INFORMATIONAL ITEMS

- a. Administrator Update
- b. Council / Mayor Reports
- c. August 2025 Sheriff Report

#### 8. ITEMS REMOVED FROM THE CONSENT AGENDA

#### 9. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 7:20 PM, second by Councilmember Bowers. Motion carried unanimously.

Respectfully Submitted:	Attest:	
Michelle Morrison	Matt Lein	
City Administrator/City Clerk	Mavor	

#### Page 1

#### \*Check Summary Register©

Batch: 091225CenterPoint,092325VOYA,092325HSA,091725XCEL,100625CR,091825MHS,091825MVEC,091825MetroNet,091825Loffler,0925 25Flow,092525ECM,092525CarCoCFD,092525DiverPlumb,092525HAWKINS,093025MidCounty,092925XCEL,100125XCEL,100125NU VERA,100125Diversified,100125AFLAC,100125MVEC,100125BroadBand,100125VISA,092225Engel,100225TechStar

		Name	Check Date	Check Amt	
10100	Checking				
2919e		CENTERPOINT	9/12/2025	\$149.38	107 John Ave
2923e		VOYA	9/17/2025	•	August 2025 Withholdings
2924e		OLD NATIONAL	9/17/2025		Employee Health Savings-Sept
2925e		SECURITY BANK	9/17/2025		Employee Health Savings-Sept
2926e		XCEL ENERGY	9/17/2025		Street Light
2927e		MELCHERT, HUBERT, SJODIN, P	9/18/2025		Village at Cologne 18th Addition
2928e		MN VALLEY ELECTRIC COOPER	9/18/2025		2140 N Village Parkway
2929e		METRONET	9/18/2025	\$177.41	
2930e		LOFFLER-131511	9/18/2025	\$77.92	Monthly Copier Lease Jan
2931e		FLOW MEASUREMENT AND CO	9/25/2025		Certification 1st open channel flow meter
2932e		ECM PUBLISHERS, INC.	9/25/2025		Ordinance 2025-01
2933e		CAR-CO INC	9/25/2025	\$1,342.57	CFD
2934e		DIVERSIFIED PLUMBING & HEAT	9/25/2025	\$450.00	Drain Cleaning-City Square Park Clog
2935e		HAWKINS, INC	9/25/2025		Water Treatment
2936e		MID COUNTY CO-OP	9/30/2025	\$805.80	91 Oct Gas
2937e		XCEL ENERGY	9/30/2025	\$6,542.09	WWTP
2941e		XCEL ENERGY	10/1/2025		201 Benton St
2942e		NUVERA COMMUNICATIONS INC	10/1/2025	\$131.07	Fitness Center Cable TV
2943e		DIVERSIFIED PLUMBING & HEAT	10/1/2025	\$170.00	Televised Line for information
2944e		AFLAC	10/1/2025	\$190.52	Employee Insurance October 2025
2945e		MN VALLEY ELECTRIC COOPER	10/1/2025	\$285.80	Street Light Account
2946e		BROADBAND CORP	10/1/2025	\$24.95	WWTP Internet Oct
2947e		SECURITY BANK	10/1/2025	\$1,362.42	Hose reel & leader
2948e		ENGEL WATER TESTING INC.	10/1/2025	\$240.00	Water Analysis 7.9/8.13/9.10
2949e		TECHSTAR IT SOLUTIONS INC	10/2/2025	\$1,172.80	IT Support
29509		BUETOW, DENISE	10/6/2025	\$100.00	Damage Deposit Refund- Event 9.14.25
29510		CARVER COUNTY	10/6/2025	\$210.00	Fiber Optic Connection
29511		CARVER COUNTY REPUBLICAN	10/6/2025	\$100.00	Damage Deposit Refund-Event 09.30.25
29512		Jake Clifton	10/6/2025	\$29.11	Final bill overpayment- 104 Hazelwood Ave
29513		Cologne Community Gardens	10/6/2025	\$170.00	Pop Token Reimbursement-Farmers Markets
29514		Susan Dressen	10/6/2025	\$100.00	Damage Deposit Refund; event 9.27.25
29515		JEFFERSON FIRE & SAFETY	10/6/2025	\$590.02	Firecraft Flame Gloves
29516		MCINNIS, JENNA	10/6/2025	\$150.73	Senior Treats
29517		METRO WEST INSPECTION SER	10/6/2025	\$477.91	Permits Finaled -September 2025
29518		MIDWEST GROUNDCOVER	10/6/2025	\$11,220.00	Wood Fiber Meadow Park
29519		MINNESOTA TOPSOIL	10/6/2025	\$56.00	16 cubic yards dirt for projects
29520		MN STATE FIRE CHIEFS ASSN.	10/6/2025	\$390.00	2025 Annual Conference; Foley
29521		MICHELLE MORRISON	10/6/2025	\$972.74	Q4 Medical
29522		NORMA PEREZ	10/6/2025	\$200.00	Event Cleaning 09.27.25
29523		Megan Pioske	10/6/2025	\$100.00	Damage Deposit Refund; Event 9.20.25
29524		RECTECH SALES & SERVICES C	10/6/2025	\$236.96	ASM Cutter with Bearings
29525		UTILITY CONSULTANT, INC	10/6/2025	\$936.31	Water Sample testing 8/ 20, 27; 9/3,10,17
29526		Lisa Weiland	10/6/2025	\$37.55	Final Bill Overpayment 208 Benton Street
29527		Kim Wetzel	10/6/2025	\$100.00	Damage Deposit Refund; event 09.28.25
		7	Total Checks	\$51,639,37	

**Total Checks** 

\$51,639.37

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#### **CITY OF COLOGNE**

\*Check Summary Register©

Batch:

091225CenterPoint,092325VOYA,092325HSA,091725XCEL,100625CR,091825MHS,091825MVEC,091825MetroNet,091825Loffler,0925 25Flow,092525ECM,092525CarCoCFD,092525DiverPlumb,092525HAWKINS,093025MidCounty,092925XCEL,100125XCEL,100125NU VERA,100125Diversified,100125AFLAC,100125MVEC,100125BroadBand,100125VISA,092225Engel,100225TechStar

	name	Check Date	CHECK AIII
Clerk Treasurer			Date
Cicin Trododioi			Date

FILTER: (([Act Year]='2025' and [period] in (9,10))) and (Source in ('091225CenterPoint','092325VOYA','092325HSA','091725XCEL','100625CR','091825MHS','091825MVE C','091825MetroNet','091825Loffler','092525Flow','092525ECM','092525CarCoCFD','092525DiverPlumb',' 092525HAWKINS','093025MidCounty','092925XCEL','100125XCEL','100125NUVERA','100125Diversified ','100125AFLAC','100125MVEC','100125BroadBand','100125VISA','092225Engel','100225TechStar'))

ck # Check Date	Vendor Name	Amount Invoice	Comment
00 Checking			
<b>2919 e</b> 09/12/2	CENTERPOINT		
E 101-45200-383	Gas Utilities	\$48.62	107 John Ave
E 101-43100-383	Gas Utilities	\$16.91	306 Playhouse
E 101-43100-383	Gas Utilities	\$40.02	304 Louis St
E 101-42210-383	Gas Utilities	\$43.83	110 Louis St
	Total	\$149.38	
<b>2923 e</b> 09/17/2	5 VOYA		
G 101-21708	Deferred Compensation	\$4,222.99	August 2025 Withholdings
	Total	\$4,222.99	
<b>2924 e</b> 09/17/2	OLD NATIONAL		
G 101-21710	Health Savings Account	\$258.34	Employee Health Savings-Sept
	Total	\$258.34	
<b>2925 e</b> 09/17/2	SECURITY BANK		
G 101-21710	Health Savings Account	\$258.34	Employee Health Savings-Sept
	Total	\$258.34	. ,
<b>2926 e</b> 09/17/2	XCEL ENERGY		
E 101-43160-381	Electric Utilities	\$1,792.46	Street Light
E 101-42210-381	Electric Utilities	\$439.77	Louis Hall
E 101-41940-381	Electric Utilities	\$88.09	PW Maintenance Bldg
E 101-45200-381	Electric Utilities	\$500.47	Tennis Courts - Lions Park
	Total	\$2,820.79	
<b>2927 e</b> 09/18/2	MELCHERT, HUBERT,SJC	DIN. PLLP	
E 101-41600-304	Legal Fees		181708 Miscellaneous-closed meeting
E 101-41600-304	Legal Fees		181709 Village at Cologne 18th Addition
	Total	\$756.70	
		·	
<b>2928 e</b> 09/18/2			OddO NI Villaga Daglavana
E 602-49470-381	Electric Utilities	\$74.96	2140 N Village Parkway
E 101-43160-381	Electric Utilities	\$60.25	2043 Village Parkway Light
	Total	\$135.21	
<b>2929 e</b> 09/18/2		<b>*</b> · ·	D:
E 101-43100-320	Communications (GENER	\$177.41	Phones
	Total	\$177.41	
<b>2930 e</b> 09/18/2			
E 101-41400-404	Repairs/Maint Machinery/	\$77.92	Monthly Copier Lease Jan
	Total	\$77.92	
<b>2931 e</b> 09/25/2		ND CONTROL C	
E 602-49450-312	Contractual Services	\$469.00	25-1168 Certification 1st open channel flow meter
	Total	\$469.00	
<b>2932 e</b> 09/25/2	ECM PUBLISHERS, INC.		
E 101-41400-350	Print/Publications (GENE	\$0.00	Publish Public Hearing April 4 Prelim Plat
	ECM PUBLISHERS, INC.	·	Publish Public Hearing April 4 Prelim F

# Check Date Ve	endor Name	Amount Invoic	e Cor	mment
E 101-41400-350	Print/Publications (GENE	\$69.88	1066264	Ordinance 2025-01
	Total	\$69.88		
<b>2933 e</b> 09/25/25	CAR-CO INC			
E 101-42230-404	Repairs/Maint Machinery/	\$832.60	776850	Engine #11
E 101-42230-404	Repairs/Maint Machinery/	\$509.97	776999	Rescue #11
	Total	\$1,342.57		
<b>2934 e</b> 09/25/25	DIVERSIFIED PLUMBING & I	HEATING		
E 101-45200-404	Repairs/Maint Machinery/	\$450.00	43934	Drain Cleaning-City Square Park Clog
	Total	\$450.00		
<b>2935 e</b> 09/25/25	HAWKINS, INC			
E 601-49400-216	Chemicals and Chem Pro	\$20.00	7196852	Water Treatment
E 602-49450-216	Chemicals and Chem Pro	\$40.00	7196853	Waste Water Treatment Plan
E 602-49450-216	Chemicals and Chem Pro	\$9,929.46	7205348	Waste Water Treatment Plant
	Total	\$9,989.46	•	
<b>2936 e</b> 09/30/25	MID COUNTY CO-OP			
E 101-43100-212	Motor Fuels	\$805.80	92657	91 Oct Gas
	Total	\$805.80		
<b>2937 e</b> 09/30/25	XCEL ENERGY			
E 602-49450-381	Electric Utilities	\$5,177.84		WWTP
E 602-49470-381	Electric Utilities	\$1,324.18		Lift Stations
E 602-49470-381	Electric Utilities	\$40.07		115 Paul
	Total	\$6,542.09	-	
<b>2941 e</b> 10/01/25	XCEL ENERGY			
E 101-43100-381	Electric Utilities	\$36.75		201 Benton St
E 601-49400-381	Electric Utilities	\$169.57		Well #3
E 101-43100-381	Electric Utilities	\$13.13		Storage Shed
E 601-49400-381	Electric Utilities	\$3,110.46		Water Tower
E 101-41940-381	Electric Utilities	\$28.69		701 Lake
	Total	\$3,358.60		
<b>2942 e</b> 10/01/25	NUVERA COMMUNICATIONS	SINC		
E 101-45100-433	Dues and Subscriptions	\$131.07		Fitness Center Cable TV
	Total	\$131.07		
<b>2943 e</b> 10/01/25	DIVERSIFIED PLUMBING & I	HEATING		
E 602-49450-312	Contractual Services	\$170.00	44013	Televised Line for information
	Total	\$170.00		
<b>2944 e</b> 10/01/25	AFLAC			
E 101-41400-130	Employer Paid Ins (GENE	\$28.88		Employee Insurance October 2025
G 101-21705	Aflac	\$124.74		Employee Insurance October 2025
E 602-49450-130	Employer Paid Ins (GENE	\$18.45		Employee Insurance October 2025
E 601-49400-130	Employer Paid Ins (GENE	\$18.45	<u>.</u>	Employee Insurance October 2025
	Total	\$190.52		

0045	40/04/05	MAN WALLEY ELECTRIC CO.	DED ATIVE		
2945 e	10/01/25	MN VALLEY ELECTRIC COO			Oterat Links Assessed
E 101	-43160-381	Electric Utilities	\$285.80		Street Light Account
		Total	\$285.80		
2946 е	10/01/25	BROADBAND CORP			
E 602	2-49450-320	Communications (GENER	\$24.95		WWTP Internet Oct
		Total	\$24.95	-	
2947 e	10/01/25	SECURITY BANK			
E 101	-43100-240	Small Tools and Minor Eq	\$175.55		Hose reel & leader
E 601	-49400-311	Analysis	\$79.60		Shipping of water samples
E 101	-41400-207	Computer Software/Hardw	\$78.00		Adobe Subscription
E 101	-45200-430	Miscellaneous (GENERAL	\$100.88		Parks Toilet Paper
E 101	-43100-210	Operating Supplies (GEN	\$60.89		CCC Toilet paper
E 101	-41400-200	Office Supplies (GENERA	\$61.89		2026 Calendars & calculator ink
E 602	2-49450-101	Wages and Salaries	\$59.21		Light Bulbs
E 101	-43100-500	Capital Outlay (GENERAL	\$388.43		Hendel's creek improvement-landscape repai
E 101	-43100-401	Repairs/Maint Buildings	\$177.89		American Flags
E 101	-45200-404	Repairs/Maint Machinery/	\$20.89		Winch for dock
E 101	-45100-210	Operating Supplies (GEN	\$144.20		Lanyards for fitness center
E 101	-42200-433	Dues and Subscriptions	\$14.99		Amazon Prime
		Total	\$1,362.42	•	
2948 e	10/01/25	ENGEL WATER TESTING INC	C.		
E 601	-49400-311	Analysis	\$240.00	25-29940	Water Analysis 7.9/8.13/9.10
		Total	\$240.00	-	•
2949 e	10/02/25	TECHSTAR IT SOLUTIONS IN	NC		
E 101	-43100-312	Contractual Services	\$293.20	71195	IT Support
E 101	-42200-310	Other Professional Servic	\$293.20	71195	IT Support
E 602	2-49450-312	Contractual Services	\$293.20	71195	IT Support
E 101	-41400-312	Contractual Services	\$293.20	71195	IT Support
		Total	\$1,172.80	-	
29509	10/06/25	BUETOW, DENISE			
	1-22000	Deposits	\$100.00		Damage Deposit Refund- Event 9.14.25
		Total	\$100.00	-	•
29510	10/06/25	CARVER COUNTY			
	-43100-320	Communications (GENER	\$40.00	3985	Fiber Optic Connection
	-42210-320	Communications (GENER	\$40.00	3985	Fiber Optic Connection
E 101	-45100-320	Communications (GENER	\$40.00	3985	Fiber Optic Connection
	-49400-320	Communications (GENER	\$40.00	3985	Fiber Optic Connection
	2-49450-320	Communications (GENER	\$50.00	3985	Fiber Optic Connection
		Total	\$210.00	-	·
29511	10/06/25	CARVER COUNTY REPUBLIC	CANS		
	1-22000	Deposits	\$100.00		Damage Deposit Refund-Event 09.30.25
		Total	\$100.00	-	<u> </u>

R 601-00000-99999	eck #	Check Date	Vendor Name	Amount Invoi	ce C	Comment
29513   10/06/25   Cologne Community Gardens   Samers Market   S170.00   S170.00   S170.00   Pop Token Reimbursement-Farmers Market   S170.00   S170.00   S170.00   Damage Deposit Refund; event 9.27.25   Susan Dressen   Deposits   S100.00   S100.00   Damage Deposit Refund; event 9.27.25   S100.00   S100.00   Damage Deposit Refund; event 9.27.25   S100.00   S100.00   Damage Deposit Refund; event 9.27.25   S100.00   S100.00   S100.00   Damage Deposit Refund; event 9.27.25   S100.00	R 6	01-00000-99999	UNALLOCATED UTILITY	\$29.11		Final bill overpayment- 104 Hazelwood Ave
Same			Total	\$29.11	_	
Total   \$170.00	29513	3 10/06/25	5 Cologne Community Gard	dens		
29514   10/06/25   Company   Compa	G 1	01-22800	Farmers Market	\$170.00		Pop Token Reimbursement-Farmers Markets
Deposits   Total   S100.00   S100.00   Damage Deposit Refund; event 9.27.25			Total	\$170.00	_	
Total   \$100.00   \$100.00   \$100.00   \$29515   10/06/25   E 101-42210-210   Operating Supplies (GEN S590.02   4310   Firecraft Flame Gloves   \$590.02   4310   Firecraft Flame Gloves   \$590.02   4310   Firecraft Flame Gloves   \$590.02   4310   Firecraft Flame Gloves   \$29516   10/06/25   MCINNIS, JENNA   Miscellaneous (GENERAL \$18.98   Senior Treats   Milage Q3   Diehsoaps   \$10.41400-331   Travel/Education Expense \$121.47   Milage Q3   Diehsoaps   \$10.28   Total \$150.73   \$150.73	29514	4 10/06/25	Susan Dressen			
29515   10/06/25   E 101-42210-210   Operating Supplies (GEN Total   \$590.02   4310   Firecraft Flame Gloves	G 1	01-22000	Deposits	\$100.00		Damage Deposit Refund; event 9.27.25
E 101-42210-210   Operating Supplies (GEN Total \$590.02   4310   Firecraft Flame Gloves			Total	\$100.00	_	
Total   \$590.02	2951	<b>5</b> 10/06/25	JEFFERSON FIRE & SAFI	ETY		
29516   10/06/25   MCINNIS, JENNA	E 1	01-42210-210	Operating Supplies (GEN	\$590.02	4310	Firecraft Flame Gloves
E 101-46200-430 E 101-41400-331 Trave/Education Expense E 101-45100-210 Derating Supplies (GEN Total E 101-45100-210 Derating Supplies (GEN Total E 101-45100-210 Derating Supplies (GEN Total E 101-42400-310 Total E 101-42400-310 Dishsoaps  Permits Finaled -September 2025  E 101-42400-310 Dishsoaps  Permits Finaled -September 2025  E 101-42400-310 Dishsoaps  Permits Finaled -September 2025  E 101-42200-430 Miscellaneous (GENERAL E 101-45200-430 Total E 101-45200-430 Miscellaneous (GENERAL E 101-45200-430 Total E 101-45200-430 Miscellaneous (GENERAL E 101-45200-430 Dishsoaps  Senior Treats Dishsoaps  Senior Treats Dishsoaps  Senior Treats Dishsoaps  Dishsoaps  Dishsoaps  Permits Finaled -September 2025  Wood Fiber Meadow Park Wood Fiber Me			Total	\$590.02	_	
E 101-41400-331	2951	6 10/06/25	5 MCINNIS, JENNA			
E 101-45100-210	E 1	01-46200-430		\$18.98		Senior Treats
E 101-45100-210	E 1	01-41400-331		\$121.47		Milage Q3
29517   10/06/25   METRO WEST INSPECTION SERVICES   E 101-42400-310   Other Professional Servic   \$477.91   4743   Permits Finaled -September 2025	E 1	01-45100-210		\$10.28		_
E 101-42400-310				\$150.73	=	
Total   \$477.91     \$477.91       \$477.91       \$29518   10/06/25   MIDWEST GROUNDCOVER   E 101-45200-430   Miscellaneous (GENERAL   \$3,740.00   25116   Wood Fiber Meadow Park   Description of the property of the propert	29517	7 10/06/25	METRO WEST INSPECTION	ON SERVICES		
Total   \$477.91     \$477.91       \$477.91       \$29518   10/06/25   MIDWEST GROUNDCOVER   E 101-45200-430   Miscellaneous (GENERAL   \$3,740.00   25116   Wood Fiber Meadow Park   Miscellaneous (GENERAL   \$3,740.00   25117   Wood Fiber Meadow Park   Moderal   Wood Fiber Meadow Park   Moderal   Wood Fiber Blue Park   Woo	E 1	01-42400-310	Other Professional Servic	\$477.91	4743	Permits Finaled -September 2025
E 101-45200-430			Total	\$477.91	_	·
E 101-45200-430	29518	<b>8</b> 10/06/25	5 MIDWEST GROUNDCOVE	ER .		
E 101-45200-430	E 1	01-45200-430	Miscellaneous (GENERAL	\$3,740.00	25116	Wood Fiber Meadow Park
Total   \$11,220.00     \$11,220.00     \$11,220.00     \$29519   10/06/25   Repair/Maint Supply (GEN Total   \$56.00   \$556.00	E 1	01-45200-430	Miscellaneous (GENERAL	\$3,740.00	25117	Wood Fiber Meadow Park load 2
29519   10/06/25   Repair/Maint Supply (GEN Total S56.00   5356   16 cubic yards dirt for projects	E 1	01-45200-430	Miscellaneous (GENERAL	\$3,740.00	25118	Wood Fiber Blue Park (Village)
E 601-49400-220         Repair/Maint Supply (GEN Total         \$56.00         5356         16 cubic yards dirt for projects           29520         10/06/25         MN STATE FIRE CHIEFS ASSN.         \$390.00         9739         2025 Annual Conference; Foley           E 101-42200-208         MICHELLE MORRISON         \$390.00         9739         2025 Annual Conference; Foley           29521         10/06/25         MICHELLE MORRISON         \$942.00         Q4 Medical           E 101-41400-130         Employer Paid Ins (GENE \$942.00         \$994.00         Q4 Medical           E 101-45100-210         Miscellaneous (GENERAL \$19.98         Senior Treats           E 101-45100-210         Operating Supplies (GEN Total \$972.74         \$10.76         Bathroom Cleaner           29522         10/06/25         NORMA PEREZ Total \$200.00         \$200.00         1008         Event Cleaning 09.27.25           29523         10/06/25         Megan Pioske			Total	\$11,220.00	=	
Total \$56.00  29520 10/06/25 MN STATE FIRE CHIEFS ASSN.  E 101-42200-208 Training and Instruction Total \$390.00 9739 2025 Annual Conference; Foley  29521 10/06/25 MICHELLE MORRISON  E 101-41400-130 Employer Paid Ins (GENE \$942.00 Q4 Medical Senior Treats  E 101-46200-430 Miscellaneous (GENERAL \$19.98 Senior Treats  E 101-45100-210 Operating Supplies (GEN \$10.76 Bathroom Cleaner  Total \$972.74  29522 10/06/25 NORMA PEREZ  E 101-45100-300 Professional Srvs (GENE \$200.00 1008 Event Cleaning 09.27.25  Total \$200.00 Vegator Ploske	29519	9 10/06/25	MINNESOTA TOPSOIL			
29520 10/06/25 MN STATE FIRE CHIEFS ASSN.  E 101-42200-208 Total \$390.00 9739 2025 Annual Conference; Foley  Total \$390.00 9739 2025 Annual Conference; Foley  29521 10/06/25 MICHELLE MORRISON  E 101-41400-130 Employer Paid Ins (GENE \$942.00 Q4 Medical  E 101-46200-430 Miscellaneous (GENERAL \$19.98 Senior Treats  E 101-45100-210 Operating Supplies (GEN \$10.76 Bathroom Cleaner  Total \$972.74  29522 10/06/25 NORMA PEREZ  E 101-45100-300 Professional Srvs (GENE \$200.00 1008 Event Cleaning 09.27.25  Megan Pioske	E 6	01-49400-220	Repair/Maint Supply (GEN	\$56.00	5356	16 cubic yards dirt for projects
E 101-42200-208			Total	\$56.00	_	
Total \$390.00  29521 10/06/25 MICHELLE MORRISON  E 101-41400-130 Employer Paid Ins (GENE \$942.00 Q4 Medical E 101-46200-430 Miscellaneous (GENERAL \$19.98 Senior Treats E 101-45100-210 Operating Supplies (GEN \$10.76 Bathroom Cleaner  Total \$972.74  29522 10/06/25 NORMA PEREZ E 101-45100-300 Professional Srvs (GENE \$200.00 1008 Event Cleaning 09.27.25  Total \$200.00  29523 10/06/25 Megan Pioske	29520	<b>0</b> 10/06/25	5 MN STATE FIRE CHIEFS	ASSN.		
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E 101-41400-130			Total	\$390.00	=	
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E 101-45100-300 Professional Srvs (GENE \$200.00 1008 Event Cleaning 09.27.25 Total \$200.00  29523 10/06/25 Megan Pioske			Total	\$972.74	_	
Total \$200.00  29523 10/06/25 Megan Pioske	29522	<b>2</b> 10/06/25	5 NORMA PEREZ			
Total \$200.00  29523 10/06/25 Megan Pioske	E 1	01-45100-300	Professional Srvs (GENE	\$200.00	1008	Event Cleaning 09.27.25
					_	-
	29523	<b>3</b> 10/06/25	Megan Pioske			
	G 1	01-22000	_	\$100.00		Damage Deposit Refund; Event 9.20.25

heck #	Check Dat	:e	Vendor Name		Amount	Invoic	е	Comment
				Total	\$1	00.00		
29524	10/0	6/25	RECTECH SAI	LES & SERVIC	CES COMP	PANY		
E 10	1-45200-404	4	Repairs/Maint I	Machinery/	\$	89.97	9056	SPK, BLADE NOTCHED 20.5
E 10	1-45200-404	4	Repairs/Maint I	Machinery/	\$1	46.99	9057	ASM Cutter with Bearings
				Total	\$2	36.96		
29525	10/0	6/25	UTILITY CONS	SULTANT, INC	;			
E 60	2-49450-31 <sup>2</sup>	1	Analysis		\$9	36.31	125300	Water Sample testing 8/ 20, 27; 9/3,10,17
				Total	\$9	36.31		
29526	10/0	6/25	Lisa Weiland					
R 60	1-00000-999	999	UNALLOCATE	D UTILITY	\$	37.55		Final Bill Overpayment 208 Benton Street
				Total	\$	37.55		
29527	10/0	6/25	Kim Wetzel					
G 10	1-22000		Deposits		\$1	00.00		Damage Deposit Refund; event 09.28.25
				Total	\$1	00.00		
				10100	\$51,63	9.37		
und Sum	mary							
10100 Ch								
	RAL FUND				9,231.00			
601 WATE					3,800.74			
602 SEWE	R FUND			\$18	3,607.63			
				\$5 <sup>2</sup>	1,639.37			
lauk Tur-								Data
erk Trea	isurei							Date

City of Cologne Payroll 23-Sep-25					
Employee		\$	11,140.38	September 23, 2025 Payroll	
IRS		\$	4,090.48	September 23, 2025 Payroll	
MN Department of Revenue		\$	660.67	September 23, 2025 Payroll	
PERA		\$	2,279.85	September 23, 2025 Payroll	
Deferred Compensation		\$	4,222.99	September 23, 2025 Payroll	
Health Savings Account		\$	516.68	September 23, 2025 Payroll	
	Total	\$	22,911.05	-	

City of Cologne Payroll 7-Oct-25						
Employee		\$	11,361.15	October 07, 2025 Payroll		
IRS		\$	4,116.52	October 07, 2025 Payroll		
MN Department of Revenue		\$	665.08	October 07, 2025 Payroll		
PERA		\$		October 07, 2025 Payroll		
	Total	\$	18,404.07	•		

#### CITY OF COLOGNE RESOLUTION NO. 25-23

# A RESOLUTION TO APPROVE THE PURSUIT OF 2025 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR THE VILLAGE PARKWAY IMPROVEMENT PROJECT

**WHEREAS,** the Village Parkway Improvement Project will include the reclamation of Village Parkway, the replacement of adjacent trails, ADA upgrades, and the installation of a pedestrian crossing system, and

**WHEREAS,** the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation funds projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development, and

WHEREAS, the Village Parkway Improvement Project will meet the goals of the LRIP, and

**WHEREAS, t**he LRIP requires a city, such as Cologne, that is not a State Aid city, to have a county sponsor and the support of the County Board, and

WHEREAS, the proposed year for project construction is 2027.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Cologne, that

- 1. The City Council hereby supports the Village Parkway Improvement Project, and
- 2. The City Council hereby supports the pursuit of LRIP funding and authorizes staff to prepare and submit such an application, and
- 3. The City Council hereby seeks the support by resolution of Carver County to act as Sponsor for the City of Cologne's LRIP funding application and the associated Village Parkway Reconstruction Project, and furthermore, the City Council hereby provides assurance that the Cologne will pay all costs associated with the project and that city staff will ensure that all aspects of LRIP funding requirements are met and the project's schedule is adhered to.

Adopted by the City Council of the City of Cologne, Minnesota, this 6<sup>th</sup> day of October, 2025.

	Matt Lein, Mayor	
ATTEST:		
7111231.		
Michelle Morrison		
City Administrator		

#### RESOLUTION NO. 25-24 A RESOLUTION AUTHORIZING THE RELEASE OF A LETTER OF CREDIT FOR THE ACCOUNT OF M/I HOMES.

WHEREAS, The City of Cologne, Minnesota (the "City") and M/I Homes of Minneapolis/St. Paul, LLC (the Developer) are parties to a Developers Agreement (the "Agreement") regarding the development of certain improvements related to the Village at Cologne North 2<sup>nd</sup> Addition to the city of Cologne; and,

WHEREAS, pursuant to the Agreement, the Developer has maintained a letter of credit (the "Security") from U.S. Bank National Association No. SLCLSTL12096; and

WHEREAS, all work related to the development has been completed and the warranty period has been fulfilled; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Cologne is authorized to release the Letter of Credit with U.S. Bank national Association No. SLCLSTL12096.

Adopted by the City Council this 6<sup>th</sup> day of October, 2025.

ATTEST:	Matt Lein, Mayor				
Michelle Morrison City Adminnistrator/ City Clerk					
Motion/	Lein	Szaroletta	Bowers		
Second/	Bruss	Olson			



#### 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		Tax exempt number
Cologne Baseball Association	10/27/1986			41-6124722
Organization Address (No PO Boxes)	City		State 📒	Zip Code
10810 134th St	Cologne		MN	55322
Name of person making application		Business pho	one	Home phone
Jason A. Kuerschner		612-598-482	0	612-598-4820
Date(s) of event	Type of or	ganization 🗍	Microdistille	ry Small Brewer
November 14th, 2025	Club	☐ Charitable		S X Other non-profit
Organization officer's name	City		State	Zip Code
Jason A. Kuerschner - President	Glencoe		MN	55336
Organization officer's name	City		State	Zip Code
Darrin Good - Treasurer	NYA		MN	55368
Organization officer's name	City		State	Zip Code
	]		MN	Zip code
Secura - \$1,000,000.00 Limit  APP  APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEF	PROVAL Ore Submittin	NG TO ALCOHOL AN	ID GAMBLING EI	NFORCEMENT
City or County approving the license			Date Appre	oved
Fee Amount			Permit D	ate
Event in conjunction with a community festival 🔲 Yes 🔀 No				
		City	or County E-n	nail Address
Current population of city				
Please Print Name of City Clerk or County Official	Signatu	re City Clerk or	County Offici	al
CLERKS NOTICE: Submit this form to Alcohol and (	Gambling	Enforcemen	t Division	30 days prior to even
No Temp Applications faxed or mailed. Only emailed				
ONE SUBMISSION PER EMAIL, APPLICATION ON	ILY.			
PLEASE PROVIDE A VALID E-MAIL ADDRESS F	OR THE	CITY/COUI	NTY AS A	LL TEMPORARY
PERMIT APPROVALS WILL BE SENT BACK VIA				

CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

#### **2026 PROSECUTION CONTRACT**

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

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

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

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

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

#### 1. Enabling Authority.

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

#### 2. Purpose

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

#### 3. <u>Services.</u>

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

#### 4. <u>Term.</u>

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2026 and extending through December 31, 2026.

#### 5. Payment for Services.

In consideration for prosecution services being rendered, the County shall collect one-half (1/2) of all funds allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(1) (fines that the court administers allocates 100% to the fines to the city or town in which the offense was committed) and one-third (1/3) allocated pursuant to Minnesota Statute Section 484.90, Subdivision 6(a)(2) (fines that the court administers allocates two-thirds to the fines to the city or town in which the offense was committed). An additional surcharge calculated on the percentage of cases and fine revenue in the amount of \$1,546.22 is to be paid by the City of Cologne to the Carver County Attorney's Office in four equal installments on/by April 15, 2026, July 15, 2026, October 15, 2026 and January 15, 2027.

#### 6. Ordinances.

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

#### 7. <u>Data.</u>

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

#### 8. Audit.

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

excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.

#### 9. Indemnification.

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

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

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

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

#### 10. Nonwaiver, Severability and Applicable Laws.

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

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

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

#### 11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2026.

#### 12. Merger and Modification.

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

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

**Space Intentionally Left Blank** 

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed by its appropriate officers and with the consent and approval of its appropriate governing bodies.

CITY OF COLOGNE	IN PRESENCE OF:
BY:	
Mayor	City Administrator
Date:	Date:
COUNTY ATTORNEY	
Mark Metz Carver County Attorney	
Date:	
IN PRESENCE OF:	
COUNTY OF CARVER	
BY:	
Dave Hemze County Administrator	
Date:	

#### CITY OF COLOGNE RESOLUTION NO. 25-26 RESOLUTION ACCEPTING DONATIONS

**WHEREAS,** The City of Cologne, Minnesota, is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of the City of Cologne and its citizens pursuant to Minnesota Statutes Section 471.17; and

**WHEREAS,** The following entity has offered to provide a BBQ dinner for the Cologne Volunteer Fire Fighters by providing a food truck on October 13, 2025 to the City:

Name of Donor		Valued Amount of F	Good Truck
Comcast		\$816.00	
WHEREAS, Comcast is defined the Volunteer Fire Fighters; and	lonating the food tr	uck use as a sign of appreciation	on for the service of
WHEREAS, The City Coudonation.	nncil finds that this	is appropriate, and the City wil	ll accept this
NOW, THEREFORE, BE MINNESOTA, AS FOLLOWS:	E IT RESOLVED	BY THE CITY COUNCIL O	OF COLOGNE,
The donation descr	ibed above is accep	oted and shall be used for the p	ourposes described.
Adopted by the City Counc	ril of the City of Co	ologne, Minnesota on Monday	October 6, 2025.
		Approved:	
Attested:		Matt Lein Mayor	
Michelle Morrison City Administrator			
M/	Lein	Szaroletta	Bowers
S/	Bruss	Olson	



#### LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:	
Check one:  The member DOES NOT WAIVE the monetary limits of Minn. Stat. § 466.04.	on municipal tort liability established by
The member <b>WAIVES</b> the monetary limits on municipa 466.04, to the extent of the limits of the liability coverage	
Date of member's governing body meeting:	
Signature:	Position:

#### **MEMORANDUM**

**TO:** Mayor Lein and Councilmembers

**FROM:** Michelle Morrison, City Administrator

**SUBJECT:** LEAGUE OF MN CITIES INSURANCE OPTIONS

**DATE:** 9/24/2025

As reported in a previous Administrator Update I have been looking into options for our insurance. We currently have a low \$500 deductible and pay a premium of \$38,187 annually. Below are other deductibles and corresponding premiums:

0	\$2,500 deductible	\$35,654 premium	\$2,533 annual savings
0	\$5,000 deductible	\$33,428 premium	\$4,759 annual savings
0	\$10,000 deductible	\$30,435 premium	\$7,752 annual savings

In the past 7 years the only claim that has been filed was for the fire in the fitness center in 2020, and now the incident at the WWTP. If we switched to the \$10,000 deductible, even if we had a claim, the \$7,752 in savings annually means our actual out of pocket cost is more like \$2,248.

RECOMMENDATION: Looking for input from the council on their comfort level with moving to a \$10,000 deductible.

#### **MEMORANDUM**

**TO:** Mayor Lein and Councilmembers

**FROM:** Michelle Morrison, City Administrator

**SUBJECT:** MINNESOTA PAID LEAVE

**DATE:** 9/24/2025

The Minnesota Paid Leave act becomes law on January 1, 2026, and covers not only our full-time staff but part time, seasonal, volunteer firefighters and elected officials. The benefit, if used, can provide up to 90% of the individuals wages up to a maximum of \$1,372 per week. (note that the volunteer firefighters and elected officials' benefits would be based on prior years total earnings). The program is run by the state and to use it individuals will need to provide certifications from health care providers.

The program is funded by the collection of .88% of the employers' reported wages. In 2024, our total wages paid (including part time, seasonal, firefighters and elected officials was \$542,676. This would have resulted in a total annual premium of \$4,775.

The employer (the city) must pay at minimum 50% of the premium and may deduct the remaining premium from the employees. If we were to collect a portion from the employee, new accounts would need to be created in both our accounting and payroll software and each employee record would need to be modified.

RECOMMENDATION: Looking for Council input on the premium, shall the City pay the full premium, or should we collect some portion of the premium from the employee/firefighter/elected official?



# Fully-Insured Approved Private Plan Coverage

For State-mandated Paid Family & Medical Leave (PFML)/Related Policies





Quote ID: 4804ID, issued 09/11/2025

**Proposal prepared for:** CITY OF COLOGNE

Prepared by: LEGACY HEALTH INSURANCE 9005-7893

Your Rep is: JENNIFER TOZIER

# **Here's Your Estimated Cost Breakdown for Fully-Insured Approved Private Plan Coverage**

Product Quoted	Requested Effective Date	Proposed Rate	Estimated Annual Premium	Lives	Volume	Rate Guarantee	Bill Mode
MN Paid Family & Medical Leave (MN PFML)	01/01/2026	0.59% / TW	\$2,504	5	424,365	1 Year	Quarterly in Arrears
	ESTIMATED TOT	ALS	\$2,504	5			

**Quotes are valid for 60 days.** This is a proposal. It is not a contract. This proposal is for illustrative purposes only and provides a general overview of the services described. ShelterPoint may establish new premium rates as of the effective date of any amendment to the applicable laws and regulations which affect or alter our obligation under the policy. We may also establish new premium rates in the event that the group's population changes +/- 15% from the time of quoting to issuance. Please refer to the last page for a full listing of all discosures. **Underwritten by: ShelterPoint Life Insurance Company** (principal office in Garden City, NY).

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## **What Will be Covered Under Your Approved Private Plan**

Product Quoted	Qualifying Event	Maximum Weekly Benefit	Maximum Leave Length	Waiting Period	
MN PFML	Family Leave: Bond with new child Caregiving (family member's serious health condition) Military exigency ("qualifying exigency") Safe Leave (due to sexual assault, domestic violence, harassment, stalking)  Medical Leave/Self-care: Serious Health Condition	\$1,372.00 <sup>21</sup>	20 weeks combined for all leave <sup>22</sup>	7 day qualifying event <sup>23</sup>	
	<ul> <li>2¹90% of wages that do not exceed 50% of the SAWW; plus 66% of wages that exceed 50% of the SAWW, up to 100% of the SAWW; + 55% of wages that exceed 100% of the SAWW. Up to a maximum of the SAWW.</li> <li>2²12 weeks max for family and 12 weeks max for medical in a calendar year. No more than 20 weeks total per year for combined family and medical leave.</li> <li>2³Does not apply to Bonding Leave. Leave reason must be/have been based on a single event of at least seven calendar days' duration. The sevenday qualifying event is a retroactively payable period, not an unpaid waiting period.</li> </ul>				

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# **Here's Your Next Steps**

Reach out to your broker with any questions, and to coordinate what's need to initiate your private plan application.

### **About Us**

ShelterPoint's¹ calling is to protect members during moments that matter. All while providing a smooth experience and investing in growing our capabilities, powered by our dedication to being an industry leader in Paid Family & Medical Leave². Lean on our expertise so you can serve your clients with confidence and ease – including your small groups. Simply put: we aim to make things easy for you and your clients.

And with ShelterPoint as their Private Plan<sup>3</sup> provider, your clients can rest assured – we're here to protect their employees' highs and lows.



# By the Numbers

More than 196,000 employers with 2.0 million employees<sup>4</sup> trust us to help them strike the right balance between coverage and cost to comply with state regulations and complete their benefit equation.



Ranked #1 nationwide in PFML cases sold<sup>2</sup>



Ranked #1 nationwide in PFML cases in force<sup>2</sup>



Ranked #2 nationwide in PFML in-force premium<sup>2</sup>

ShelterPoint family of companies operates under the "ShelterPoint" name strictly as a marketing name, and no legal significance is expressed or implied. The ShelterPoint family of companies consists of ShelterPoint Life Insurance Company (principal office in Garden City, NY) and its wholly owned subsidiary ShelterPoint Insurance Company, a FL-domiciled carrier, depending on the state (see our Geographic & Jurisdictional Notice at www.shelterpoint.com). ShelterPoint is a registered service mark

<sup>2</sup>Milliman Research Report 2024 U.S. Group Disability Market Survey July 2024—applies to ShelterPoint Life Insurance Company only. The term Paid Family & Medical Leave includes related products (statutory Short-Term Disability and Paid Family Leave). Refer to our website for a full list of state-specific details.

<sup>3</sup> Policies for Private Plans of Paid Family & Medical Leave and related programs are underwritten by ShelterPoint Life Insurance Company in: NY (SPL DBL1114 P, SPL DB0922 F), NJ (TDB-P-NJ), CT (SPL PFMLP 0122 CT), MA (SPL PFMLP 0820 MA), CO (SPL PFMLP 0123 CO), DE (form# SPL PFMLP 0624 DE), ME (form# SPL PFMLP 1224 ME), MD (form# pending), and MN (form# pending).

<sup>4</sup>Applies to ShelterPoint Life Insurance Company only.

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#### **Disclosures**

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This proposal is valid for 60 days. Any rate breakdown shown is for informational purposes only and not an offer to purchase benefits separately. Actual premiums paid may differ from the estimated premium provided under this proposal. ShelterPoint may establish new premium rates as of the effective date of any amendment to the applicable laws and regulations which affect or alter our obligation under the policy. We may also establish a new premium rate in the event that the group's population changes +/- 15% from the time of quoting to issuance. The policyholder/employer is responsible for remitting the full premium due under the policy. Employees cannot be required to contribute more than the premium charged to employees under the state program. Policyholders/employers are responsible for any cost in excess of the state-mandated employee contribution amount. Estimated Premium reflects total wages up to the Social Security contribution and benefit base, based upon census data provided.

Please note: The policyholder remains fully responsible for filing for approval of a private plan exemption in accordance with the guidelines set forth by the respective state's applicable laws and regulations. Issuance of ShelterPoint's private plan will be contingent on the employer's receipt of approval for a Private Plan exemption prior to the proposed effective date. ShelterPoint reserves the right to obtain updated census data until 90 days prior to proposed policy effective date.

This proposal is for informational purposes only and is not intended to provide legal counsel. Please consult with an appropriate professional for legal and compliance advice. Any program information is based on our knowledge and understanding of the respective state's applicable laws and regulations as of the publication date and may change as regulations evolve or the respective state issues updated guidance. Further, this proposal is for illustrative purposes only, providing a general overview of the services described. It is not a contract.

Policies are subject to Underwriting approval. Policies are reviewed annually and may be cancelled for nonpayment. All coverage extends to limits reflected in the policy. Please refer to the policy for coverage details pursuant to its governing law, including a complete listing of covered services, provisions, conditions, exclusions, limitations, and terms under which the policy may be continued or cancelled. In the event of conflicting information with the policy and its governing Law, the policy and governing Law will take precedence over what is shown in this proposal. Claim payment is not guaranteed; benefit amount depends on wages - and is subject to adjustment by the respective state's applicable governing laws and regulations.

#### MN PFML

The Minnesota Paid Leave Law and policies and procedures established by Minnesota Department of Employment and Economic Development govern this private plan and its interpretation and administration. Available in MN only. **Underwritten by: ShelterPoint Life Insurance Company** (principal office in Garden City, NY). Policy Form# SPL PFMLP 0125 MN

www.shelterpoint.com

sales@shelterpoint.com | 800.365.4999 (516.829.8100)









#### **MEMORANDUM**

**TO:** Mayor Lein and Councilmembers

**FROM:** Jenna McInnis, Utility Clerk

**SUBJECT:** OPEN GYM SCHEDULE AND SUPERVISOR

**DATE:** 9/25/2025

In previous years we have offered open gym to our community, Wednesday and Sunday evenings, spanning November into March. Winter 2024-2025 I started themed open gyms hoping to attract attendance and obtain data on what would bring people to our gym.

Below you will find my spreadsheet of data for the previous winter season.

Sunday 3-7pm	Theme	Wednesday 7-9pm	Theme	Total brought in	Paid out	
Nov. 3	No Open Gym	Nov. 6	Volleyball (5)	5	\$84	
Nov. 10	Pickleball (12)	Nov. 13	Football (5)	17	\$84	
Nov. 17	Wiffleball (28)	Nov. 20	Volleyball (0)	28	\$84	
Nov. 24	Pickleball (17)	Nov. 27	Football (11)	28	\$84	
1-Dec	No Open Gym	Dec. 4	wiffleball (0)	0	\$84	
Dec. 8	Volleyball (13)	Dec. 11	Pickleball (4)	17	\$84	
Dec. 15	Football (18)	Dec. 18	wiffleball (2)	20	\$84	
Dec. 22	No Open Gym	Dec. 25	CHRISTMAS- No open gym	х	\$84	
Dec. 29	Volleyball (10)	Jan. 1	Pickleball (2)	12	\$84	
5-Jan	Football (29)	Jan. 8	wiffleball (0)	29	\$84	
12-Jan	Volleyball (24)	Jan. 15	Pickleball (5)	29	\$84	
19-Jan	Football (36)	Jan. 22	wiffleball (0)	36	\$84	
26-Jan	Pickleball (24)	Jan. 29	Football (4)	28	\$84	
Feb. 2	Wiffleball (17)	Feb. 5	Volleyball (5)	22	\$84	
Feb. 9	Pickleball (6)	Feb. 12	Football (7)	13	\$84	
Feb. 16	Wiffleball (10)	Feb. 19	Volleyball (11)	21	\$84	
Feb. 23	Pickleball (21)	Feb. 26	Football (4)	25	\$84	
2-Mar	Wiffleball(9)	5-Mar	Volleyball (0)	9	\$84	
9-Mar	Pickleball(14)	12-Mar	Football (0)	14	\$84	
16-Mar	Wiffleball (6)	19-Mar	Volleyball (0)	6	\$84	
23-Mar	Pickleball(20)	26-Mar	Football(10)	30	\$84	
Total Attendance	314		75	\$389.00	\$1,680.00	-\$1,291.00

As you will note, attendance on Wednesdays is very low, several with 0. I could not find a pattern of attendance depending on the theme of the open gym. You may also note, our highest attendance is during the months of January and February. One last high attendance during spring break week in March. We are currently running at -\$1,291 for this community opportunity.

RECOMMENDATION: Adopt Resolution 25-25 Approving Hiring Open Gym Supervisor and provide some input from Council on moving toward a more selective schedule for Open Gym. Thoughts on eliminating Wednesday completely. Keeping only Sundays from beginning January to end of February. With the possibility of adding on March if the weather/temperatures are preventing people from being outside.



#### CITY OF COLOGNE RESOLUTION NO. 25-25 APPROVING 2025 OPEN GYM SUPERVISOR

WHEREAS, The City of Cologne budgets annually for seasonal help; and

**WHEREAS**, the City of Cologne is responsible for promoting public health and provides a public facility; and

**WHEREAS,** the City Staff is recommending the hiring of the following individual for the 2025 Open Gym Supervisor position;

Henry Kerber \$14.00/hr.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cologne, Minnesota, to authorize the hiring of the position for the 2025 season.

Adopted by the City Council of the City of Cologne, Minnesota, this 6th day of October, 2025.

		M-44 T - 1 - 1	
ATTEST:		Matt Lein, 1	wayor
Michelle Morrison City Clerk			
M/	Lein _ Szaroletta		Bruss Samuelson
S/	Kells _		