



City Council Meeting Agenda

Monday, October 5, 2026 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. John Fahey – Commissioner Update
 - b. Christie Larson – Executive Director Southern Valley Alliance
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 21st, 2026, City Council Minutes

- b. Accounts Payable from September 22nd, 2026
- c. October 6th Payroll Summary
- d. Approve Temporary Liquor and Gambling License for Hollanders Bingo November 13th
- e. Approve 2027 League of Minnesota Cities Insurance Trust Waiver
- f. Approve 2027 Prosecution Contract

6. NEW COUNCIL BUSINESS

- a. 2027 Fall Paving Projects
- b. Public Works Loader Purchase

7. INFORMATIONAL ITEMS

- a. Administrator Update

- b. Mayor / Council / Committees Reports
 - i. CCFD Fire Academy – October 10

8. ITEMS REMOVED FROM THE CONSENT AGENDA

9. ADJOURN

CALENDAR OF EVENTS/MEETINGS

October 7	Wednesday	Planning Commission Meeting
October 10	Saturday	CCFD Fire Academy
October 13	Tuesday	Public Accuracy Testing – Carver Co
October 19	Monday	6:00 Budget Meeting 7:00 Council Meeting



City Council Meeting Minutes

Monday, September 21, 2026 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.

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Councilmember: Sarah Bruss
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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 Bowers, Bruss, Olson and Szaroletta were present. Also present was City Administrator Morrison.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion by Councilmember Bruss to adopt the agenda, second by Councilmember Bowers. Motion carried unanimously.

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 8th, 2026, City Council Minutes**
- b. Accounts Payable from September 9th, 2026**
- c. September 22nd Payroll Summary**
- d. 2027 Contract for Police Services**

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

7. NEW COUNCIL BUSINESS

- a. Resolution 26-16 Approving 2027 Preliminary Tax Levy and Calling for a Public Hearing**

Administrator Morrison reviewed her memo to the Council regarding the proposed levy 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 6.4% over the 2026 final levy.

After discussion, Councilmember Olson made a motion to adopt Resolution 26 -16 Approving the 2027 Preliminary Tax Levy and Calling for a Public Hearing, second by Councilmember Bruss. Motion carried unanimously.

- b. Mn DOT Local Road Improvement Funding Program Application Discussion**

Administrator Morrison reviewed her memo to the Council regarding application submissions being open for the road improvement program. Last year 42 applications were selected out of 233 submissions and \$47 million was awarded. The city has contracted with Bolton & Menk to submit the application for the past 5 years seeking funds for Village Parkway. Most awards are focused on safety improvements and after discussion the consensus was to pass on the submission in 2026.

8. INFORMATIONAL ITEMS

- a. Administrator Update**
- b. Mayor / Council / Committees Reports**

Councilmember Olson led discussion on the slow home sales in Cologne and what could be done to improve home sales. After discussion Administrator Morrison said she would reach out to Loomis Home's and have a discussion and report back.

Councilmembers Bruss and Bowers updated the Council on their meeting with the Fire Department committee to review compensation. Topics covered included hourly on call/training pay rates and Salaries for Chief's and Captains. Another meeting is scheduled prior to the October 5th Council meeting. The target is to bring a total compensation package for 2027 to the Council at the October 19th Council Meeting.

c. August 26, 2026 Sheriff Report

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Olson to adjourn at 7:45 PM, second by Councilmember Bowers. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

City Administrator/City Clerk

Matt Lein

Mayor

CITY OF COLOGNE

10/01/26 5:09 PM

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***Check Summary Register©**

Batch:

100526CR,092426ECM,092426CoreMain,092426MidCoCo,092426FlowMeasure,092426MetroNet,092426Loffler,092826XEL,093026MNLaborandInd,093026UltSafe,093026PERMAR,093026AFLAC,093026MVEC,093026VISA,100126OVERLINE,100126XCEL,100126CenterPoint

Name	Check Date	Check Amt	
10100 Checking			
3640e ECM PUBLISHERS, INC.	09/24/26	\$43.00	Ord. No 2026-03
3641e CORE & MAIN	09/24/26	\$4,500.00	FlexNet Software
3642e MID COUNTY CO-OP	09/24/26	\$11.37	AAA Batteries
3643e FLOW MEASUREMENT AND CONTROL C	09/24/26	\$494.00	Certification 1st Open Channel Flow Meter
3644e METRONET	09/24/26	\$119.95	Phones
3645e LOFFLER-131511	09/24/26	\$128.05	Monthly Copier Lease
3646e XCEL ENERGY	09/28/26	\$5,568.73	WWTP
3653e MN DEPT OF LABOR & INDUSTRY	09/30/26	\$838.08	Q3 Building Surcharge Fees
3654e ULTIMATE SAFETY CONCEPTS, INC.	09/30/26	\$1,071.27	Cal Gas; 10PPM Chlorine
3655e PER MAR SECURITY SERVICES	09/30/26	\$7,581.40	Quarterly Security Services
3656e AFLAC	09/30/26	\$176.08	Employee Insurance January
3657e MN VALLEY ELECTRIC COOPERATIVE	09/30/26	\$300.02	Street Light Account
3658e VISA - CITIZENS ALLIANCE BANK	09/30/26	\$1,506.41	Paint & Rapid Clean
3659e XCEL ENERGY	10/01/26	\$2,950.99	Storage Shed
3660e CENTERPOINT	10/01/26	\$90.77	105 Benton St
30022 Venugopal Gudiseva	10/05/26	\$50.00	Damage Deposit Refund; Event 9/18/26
30023 AMERICAN PRESSURE INC.	10/05/26	\$319.50	pressure Washer fix
30024 BOLTON & MENK, INC	10/05/26	\$2,119.00	Comp Plan Update Assistance
30025 Nick Borak	10/05/26	\$331.65	Event cancelled; Refund -5%
30026 CUSTOMIZED FIRE RESCUE TRAIN	10/05/26	\$550.00	NFPA Training 6.15.26
30027 ENGEL WATER TESTING INC.	10/05/26	\$270.00	Water Samples 7/8; 8/12; 9/9
30028 FRANKLIN PRINTING INC.	10/05/26	\$241.85	Regular Envelopes
30029 Brittany Geib	10/05/26	\$50.00	Damage Deposit Refund; Event 9.19.26
30030 MACQUEEN EQUIPMENT INC.	10/05/26	\$914.52	Fire Helments
30031 MCINNIS, JENNA	10/05/26	\$155.95	Senior Treat-Coffee
30032 METRO WEST INSPECTION SERVICES	10/05/26	\$2,075.03	Permits Finaled -September
30033 Miller, Theresa	10/05/26	\$100.00	Damage Deposit Refund; Event 9.26.26
30034 NORMA PEREZ	10/05/26	\$430.00	CCC Cleaning 09/20/26
30035 QUALITY FIRST JANITORIAL	10/05/26	\$540.00	CFD Floor Waxing
30036 RECTECH SALES & SERVICES COMPA	10/05/26	\$226.33	Chain Saw Blade replacement/sharpening
30037 Bryan Stecker	10/05/26	\$227.31	Final waterbill overpayment; 1512 Pond View
30038 OVERLINE AND SONS	10/05/26	\$36,741.46	Annual vactor sanitary sewer lines; Televising; rootcutting
Total Checks		\$70,722.72	

10100 Checking

101 GENERAL FUND	\$19,324.03
601 WATER FUND	\$8,049.16
602 SEWER FUND	\$43,349.53
	\$70,722.72

Clerk Treasurer

Date

FILTER: ((([Act Year]='2026' and [period] in (9,10))) and (Source in ('100526CR','092426ECM','092426CoreMain','092426MidCoCo','092426FlowMeasure','092426MetroNet','092426Loffler','092826XEL','093026MNLaborandInd','093026UltSafe','093026PERMAR','093026AFLAC','093026MVEC','093026VISA','100126OVERLINE','100126XCEL','100126CenterPoint')))

CITY OF COLOGNE

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***Check Detail Register©**

Batch:

100526CR,092426ECM,092426CoreMain,092426MidCoCo,092426FlowMeasure,092426MetroNet,092426Loffler,092826XEL,093026MN
LaborandInd,093026UltSafe,093026PERMAR,093026AFLAC,093026MVEC,093026VISA,100126OVERLINE,100126XCEL,100126Center
Point

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
3640 e	09/24/26	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$43.00	1114270	Ord. No 2026-03
		Total	\$43.00		
3641 e	09/24/26	CORE & MAIN			
E 601-49400-210		Operating Supplies (GEN	\$4,500.00	66322	FlexNet Software
		Total	\$4,500.00		
3642 e	09/24/26	MID COUNTY CO-OP			
E 101-43100-210		Operating Supplies (GEN	\$11.37		AAA Batteries
		Total	\$11.37		
3643 e	09/24/26	FLOW MEASUREMENT AND CONTROL C			
E 602-49450-312		Contractual Services	\$494.00	26-1307	Certification 1st Open Channel Flow Meter
		Total	\$494.00		
3644 e	09/24/26	METRONET			
E 101-43100-320		Communications (GENER	\$119.95		Phones
		Total	\$119.95		
3645 e	09/24/26	LOFFLER-131511			
E 101-41400-404		Repairs/Maint Machinery/	\$128.05	5462289	Monthly Copier Lease
		Total	\$128.05		
3646 e	09/28/26	XCEL ENERGY			
E 602-49450-381		Electric Utilities	\$4,595.35		WWTP
E 602-49470-381		Electric Utilities	\$933.53		Lift Stations
E 602-49470-381		Electric Utilities	\$39.85		115 Paul
		Total	\$5,568.73		
3653 e	09/30/26	MN DEPT OF LABOR & INDUSTRY			
E 101-42400-433		Dues and Subscriptions	\$838.08		Q3 Building Surcharge Fees
		Total	\$838.08		
3654 e	09/30/26	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42230-240		Small Tools and Minor Eq	\$793.77	224169	Vision C5/Masks
E 101-42230-210		Operating Supplies (GEN	\$277.50	224184	Cal Gas; 10PPM Chlorine
		Total	\$1,071.27		
3655 e	09/30/26	PER MAR SECURITY SERVICES			
E 101-45100-500		Capital Outlay (GENERAL	\$7,489.00	3938064	Quarterly Security Services
E 101-45100-312		Contractual Services	\$92.40	3939082	Open Eye Monitoring 9/18/26-12/4/26
		Total	\$7,581.40		
3656 e	09/30/26	AFLAC			
E 101-41400-130		Employer Paid Ins (GENE	\$14.08	382997	Employee Insurance January
G 101-21705		Aflac	\$119.76	382997	Employee Insurance January
E 602-49450-130		Employer Paid Ins (GENE	\$14.08	382997	Employee Insurance January
E 601-49400-130		Employer Paid Ins (GENE	\$14.08	382997	Employee Insurance January
E 101-43100-130		Employer Paid Ins (GENE	\$14.08	382997	Employee Insurance

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Batch:

100526CR,092426ECM,092426CoreMain,092426MidCoCo,092426FlowMeasure,092426MetroNet,092426Loffler,092826XEL,093026MN LaborandInd,093026UltSafe,093026PERMAR,093026AFLAC,093026MVEC,093026VISA,100126OVERLINE,100126XCEL,100126Center Point

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$176.08		
3657 e	09/30/26	MN VALLEY ELECTRIC COOPERATIVE			
E 101-43160-381		Electric Utilities	\$300.02		Street Light Account
Total			\$300.02		
3658 e	09/30/26	VISA - CITIZENS ALLIANCE BANK			
E 101-45200-430		Miscellaneous (GENERAL	\$57.83		Paint & Rapid Clean
E 601-49400-220		Repair/Maint Supply (GEN	\$19.17		Lawn Sprayers
E 101-43100-210		Operating Supplies (GEN	\$57.57		Cleaning Supplies
E 601-49400-311		Analysis	\$77.40		Shipping water samples
E 101-41400-404		Repairs/Maint Machinery/	\$121.87		Chairs for entry
E 101-41400-207		Computer Software/Hardw	\$110.20		Adobe; Icegram; flowroute
E 101-43100-210		Operating Supplies (GEN	\$69.99		LockNLube
E 101-45100-210		Operating Supplies (GEN	\$259.96		Papertowel; mop handle; Trash liners; toilet paper; MR Clean
E 101-41400-200		Office Supplies (GENERA	\$38.53		2027 Calendars; 3 ring binders (binder return)
E 101-45200-430		Miscellaneous (GENERAL	\$162.11		American Flags
E 101-45100-401		Repairs/Maint Buildings	\$259.98		Fitness Center Fans
E 602-49450-210		Operating Supplies (GEN	\$271.80		Trumeter/graphic control pens
Total			\$1,506.41		
3659 e	10/01/26	XCEL ENERGY			
E 101-43100-381		Electric Utilities	\$13.16		Storage Shed
E 601-49400-381		Electric Utilities	\$2,909.89		Water Tower
E 101-41940-381		Electric Utilities	\$27.94		701 Lake
Total			\$2,950.99		
3660 e	10/01/26	CENTERPOINT			
E 602-49470-383		Gas Utilities	\$20.52		105 Benton St
E 601-48930-383		Gas Utilities	\$31.31		2224 Naples
E 602-49470-383		Gas Utilities	\$19.47		124 Hazelwood Ave LFT STN
E 602-49470-383		Gas Utilities	\$19.47		1022 Meadow St LFT STN
Total			\$90.77		
30022	10/05/26	Venugopal Gudiseva			
G 101-22000		Deposits	\$50.00		Damage Deposit Refund; Event 9/18/26
Total			\$50.00		
30023	10/05/26	AMERICAN PRESSURE INC.			
E 101-43100-404		Repairs/Maint Machinery/	\$319.50	162317	pressure Washer fix
Total			\$319.50		
30024	10/05/26	BOLTON & MENK, INC			
E 101-43100-303		Engineering Fees	\$259.00	407706	Comp Plan Update Assistance
E 101-43100-303		Engineering Fees	\$952.00	407708	Misc Engineering
E 101-41700-303		Engineering Fees	\$708.00	407710	Ron Olson/16 Lot Development
E 602-49450-303		Engineering Fees	\$200.00	407711	Wastewater Treatment Facility
Total			\$2,119.00		
30025	10/05/26	Nick Borak			

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LaborandInd,093026UltSafe,093026PERMAR,093026AFLAC,093026MVEC,093026VISA,100126OVERLINE,100126XCEL,100126Center
Point

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-22000		Deposits	\$100.00		Event cancelled; Refund -5%
R 101-00000-34793		Gym Fees/Rentals	\$213.75		Event cancelled; Refund -5%
G 101-20300		Sales Tax Payable	\$14.70		Event cancelled; Refund -5%
G 101-20301		Sales Tax Payable - Trans	\$1.07		Event cancelled; Refund -5%
G 101-20302		Sales Tax Payable - Trans	\$1.60		Event cancelled; Refund -5%
G 101-20303		Sales Tax Payable - Housi	\$0.53		Event cancelled; Refund -5%
		Total	\$331.65		
30026	10/05/26	CUSTOMIZED FIRE RESCUE TRAIN			
E 101-42220-208		Training and Instruction	\$550.00	3469	NFPA Training 6.15.26
		Total	\$550.00		
30027	10/05/26	ENGEL WATER TESTING INC.			
E 601-49400-311		Analysis	\$270.00	26-31374	Water Samples 7/8; 8/12; 9/9
		Total	\$270.00		
30028	10/05/26	FRANKLIN PRINTING INC.			
E 101-41400-200		Office Supplies (GENERA	\$241.85	141925	Regular Envelopes
		Total	\$241.85		
30029	10/05/26	Brittany Geib			
G 101-22000		Deposits	\$50.00		Damage Deposit Refund; Event 9.19.26
		Total	\$50.00		
30030	10/05/26	MACQUEEN EQUIPMENT INC.			
E 101-42230-240		Small Tools and Minor Eq	\$914.52	3243	Fire Helments
		Total	\$914.52		
30031	10/05/26	MCINNIS, JENNA			
E 101-46200-430		Miscellaneous (GENERAL	\$19.65		Senior Treat-Coffee
E 101-41400-312		Contractual Services	\$136.30		Q3 milage
		Total	\$155.95		
30032	10/05/26	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Service	\$2,075.03	5179	Permits Finaled -September
		Total	\$2,075.03		
30033	10/05/26	Miller, Theresa			
G 101-22000		Deposits	\$100.00		Damage Deposit Refund; Event 9.26.26
		Total	\$100.00		
30034	10/05/26	NORMA PEREZ			
E 101-45100-300		Professional Srvs (GENE	\$215.00	2026-11	CCC Cleaning 09/20/26
E 101-45100-300		Professional Srvs (GENE	\$215.00	2026-11	CCC Cleaning 9/27/26
		Total	\$430.00		
30035	10/05/26	QUALITY FIRST JANITORIAL			
E 101-42210-401		Repairs/Maint Buildings	\$540.00		CFD Floor Waxing
		Total	\$540.00		
30036	10/05/26	RECTECH SALES & SERVICES COMPANY			
E 101-45200-404		Repairs/Maint Machinery/	\$107.26	8872	Chain Saw Blade replacement/sharpening

CITY OF COLOGNE

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***Check Detail Register©**

Batch:

100526CR,092426ECM,092426CoreMain,092426MidCoCo,092426FlowMeasure,092426MetroNet,092426Loffler,092826XEL,093026MN
LaborandInd,093026UltSafe,093026PERMAR,093026AFLAC,093026MVEC,093026VISA,100126OVERLINE,100126XCEL,100126Center
Point

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-45200-404		Repairs/Maint Machinery/ Total	\$119.07 \$226.33	8962	Chain Saw Blade replacement/sharpening
30037	10/05/26	Bryan Stecker			
R 601-00000-99999		UNALLOCATED UTILITY Total	\$227.31 \$227.31		Final waterbill overpayment; 1512 Pond View
30038	10/05/26	OVERLINE AND SONS			
E 602-49450-312		Contractual Services	\$2,767.50	1031	Fall Vactor Services: Meadow, Hazelwood, Benton, Main, Village
E 602-49450-312		Contractual Services	\$33,973.96	1036	Annual vactor sanitary sewer lines; Televising; rootcutting
		Total	\$36,741.46		
		10100	\$70,722.72		

Fund Summary

10100 Checking

101 GENERAL FUND	\$19,324.03
601 WATER FUND	\$8,049.16
602 SEWER FUND	\$43,349.53
	<u>\$70,722.72</u>

Clerk Treasurer

Date

City of Cologne Payroll 6-Oct-26			
Employee	\$	11,604.96	October 06, 2026 Payroll
IRS	\$	4,182.36	October 06, 2026 Payroll
MN Department of Revenue	\$	689.70	October 06, 2026 Payroll
PERA	\$	2,358.15	October 06, 2026 Payroll
Deferred Compensation	\$	3,091.48	October 06, 2026 Payroll
Health Savings Account	\$	634.68	October 06, 2026 Payroll
Total	\$	22,561.33	



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 <u>Cologne Baseball Association</u>		Date of organization <u>10/27/1986</u>	Tax exempt number <u>41-6124722</u>
Organization Address (No PO Boxes) <u>586 Shoreview Lane</u>	City <u>Norwood Young America</u>	State <u>MN</u>	Zip Code <u>55397</u>
Name of person making application <u>Alan G. Tellers</u>		Business phone <u>952-715-2808</u>	Home phone <u></u>
Date(s) of event <u>November 13, 2026</u>	Type of organization ☐ Microdistillery ☐ Small Brewer ☐ Club ☐ Charitable ☐ Religious ☒ Other non-profit		
Organization officer's name <u>Alan G. Tellers - Secretary</u>	City <u>Norwood Young America</u>	State <u>MN</u>	Zip Code <u>55397</u>
Organization officer's name <u>Jason A. Kuerschner - President</u>	City <u>Glencoe</u>	State <u>MN</u>	Zip Code <u>55336</u>
Organization officer's name <u>Darrin Good - Treasurer</u>	City <u>Norwood Young America</u>	State <u>MN</u>	Zip Code <u>55368</u>

Location where permit will be used. If an outdoor area, describe.

1211 Village Parkway
Cologne, MN 55322

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

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

Secura - \$1,000,000 limit

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

LG240B Application to Conduct Excluded Bingo**No Fee****ORGANIZATION INFORMATION**

Organization Name: Cologne Baseball Association Previous Gambling Permit Number: X92959
 Minnesota Tax ID Number, if any: 7295207 Federal Employer ID Number (FEIN), if any: 41-6124722
 Mailing Address: 586 Shoreview Lane
 City: Norwood Young America State: MN Zip: 55397 County: Carver
 Name of Chief Executive Officer (CEO): Jason Kuershner
 CEO Daytime Phone: 612-598-4820 CEO Email: colohollander10@yahoo.com
(permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): tellersalan@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☒ **Current calendar year Certificate of Good Standing**
 Don't have a copy? This certificate must be obtained each year from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
 Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: _____**-OR-**☐ conducted on up to 12 consecutive days in connection with a:

- ☐ county fair Dates: _____
- ☐ civic celebration Dates: _____
- ☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Jason Kuershner Daytime Phone: 612-598-4820Name of premises where bingo will be conducted: Cologne Community CenterPremises street address: 1211 Village ParkwayCity: Cologne If township, township name: _____ County: Carver



**League of Minnesota Cities Insurance Trust
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. Use the submit button below, otherwise, print and email to pstech@lmc.org, or fax to 651.281.1298.

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 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.* 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.

Select one of the options below.

- ☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04
- ☐ The member **WAIVES** monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: City of Cologne

Date of member's governing body meeting: _____

Name and title of person completing this form: _____

Signature of person completing this form: _____

SUBMIT

2027 PROSECUTION CONTRACT

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

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

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

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

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

1. Enabling Authority.

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

2. Purpose

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

3. Services.

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

4. Term.

Prosecution services shall be rendered by the Carver County Attorney's Office commencing January 1, 2027 and extending through December 31, 2027.

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 \$2,847.09 is to be paid by the City of Cologne to the Carver County Attorney's Office in four equal installments on/by April 15, 2027, July 15, 2027, October 15, 2027 and January 15, 2028.

6. Ordinances.

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

7. Data.

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

8. Audit.

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

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

9. Indemnification.

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

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

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

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

10. Nonwaiver, Severability and Applicable Laws.

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

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

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

11. Termination.

This Agreement shall terminate of its own accord without further action taken or notice given by either party at midnight, December 31, 2027.

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: _____

MEMORANDUM

TO: Mayor and Council Members
FROM: Michelle Morrison, City Administrator
SUBJECT: PAVING PROJECTS
DATE: 10/1/2026

Brian has been looking into completing 3 different paving projects this year and has received bids. The scope of the projects is as follows:

- Complete the Public Works Shop Parking lot. Last year we did a large section of the parking lot but have one section left to finish the project. The bid is to Mill and haul away, add up to 10 tons of base grade, roll and pave a total of 4 inches between the base and wear lifts. It involves +/- 605 Sq Yards of asphalt that would finish the section outlined in red below:



- Add a new trail at VFW Park from Adams Ave to the new playground equipment that would include handicap accessible ramps in approximately the location shown below:



- The final project is the trail from the south side of the city parking lot, behind CA and ending at Naples. The scope includes milling the existing trail and hauling away, add up to 20 tons new base grade and roll, and pave with new asphalt. The project includes new concrete aprons at both ends. See Pic below for Scope:



•

Bids were received (attached to this memo) and are summarized below:

WM Mueller: \$80,994.05 (NOTE: Can not do City Trail behind CA in 2026)

J&W Asphalt: \$63,509.00 (NOTE: does NOT include PW Lot – they did not want to bid)

SW Paving: \$78,150.00

Brian and I are comfortable with the package submitted by SouthWest Paving for several reasons:

- All of the work can be completed in 2026
- SouthWest Paving did the first section of the public works parking lot last year and are familiar with the lot and did good work.
- The City did some cement curb repairs in the Community Center Parking lot – we now need to do asphalt patch work where the cement was laid. Southwest has offered to do that work for a nominal \$1,500 when they are here doing the other work.