



City Council Meeting Agenda

Monday, November 6, 2017 - 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: Kyle Evenski

Councilmember: Don Meyer

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**
- 5. ADOPT CONSENT AGENDA**

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

- a. **October 16, 2017 Minutes**
- b. **October 13, 2017 - October 30th Payroll**
- c. **October 24, 2017 - November 6, 2017 Check Summary Register**

- d. Resolution 17-17 Accepting Donations Cologne Fire Department
 - e. Resolution 17-18 Supporting Corridors of Commerce
 - f. Water Treatment Facility Pay App 13
 - g. 2018 Police Contract
 - h. 2018 Prosecution Contract
- 6. COUNCIL BUSINESS**
- a. Springsted TIF - If Necessary
 - b. Muskrat Follow-up
 - c. LMC Liability Waiver Form
 - d. Fire Department
- 7. BOARD REPORT**
- 8. ANNOUNCEMENTS**
- 9. ITEMS REMOVED FROM THE CONSENT AGENDA**
- 10. ADJOURN**

CALENDAR OF EVENTS/MEETINGS

November 20 Monday	6:00 PM	Council CIP Workshop
November 20 Monday	7:00 PM	City Council Meeting

City of Cologne City Council
Meeting Minutes
Monday, October 16, 2017 - 7:00 PM
Cologne Community Center, 1211 Village Parkway

1. CALL MEETING TO ORDER & ROLL CALL

Mayor Matt Lein called the meeting to order at 7:00 pm.m. Councilmembers Evenski, Meyer, Szaroletta, and Bruss were present. Also present: City Administrator Jesse Dickson.

- 2. PLEDGE OF ALLEGIANCE
- 3. ADOPT AGENDA

MOTION BY COUNCILMEMBER MEYER TO ADOPT THE AGENDA. SECONDED BY SZAROLETTA. MOTION CARRIED UNANIMOUSLY.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

No visitors present.

5. ADOPT CONSENT AGENDA

- a. October 2, 2017 Minutes
- b. October 2, 2017 Payroll
- c. October 2, 2017 - October 16, 2017 Check Summary Register
- d. Resolution 17-16 Approving Open Gym Supervisor

MOTION BY COUNCILMEMBER EVENSKI TO ADOPT THE CONSENT AGENDA. SECONDED BY SZAROLETTA. MOTION CARRIED UNANIMOUSLY.

6. COUNCIL BUSINESS

- a. **Liquor License Pounder's Bar & Grill, Inc.**

Katie Jensen appeared before the Council. Ms. Jensen announced that she and her husband are the ones purchasing DaBoar's. The name will be changed to Pounder's and they are going to keep the same staff and managers. Daboar's will be closing on November 1 and Pounder's will be opening on November 7.

MOTION BY COUNCILMEMBER EVENSKI TO APPROVE THE LIQUOR LICENSE FOR POUNDER'S BAR & GRILL, INC. CONTINGENT UPON SATISFACTORY SHERIFF'S REPORT, INSURANCE INFORMATION

RECEIVED, THE SALE OF DABOAR'S BAR & GRILL TO POUNDER'S BAR & GRILL, INC., PROPERTY TAXES PAID CURRENT ON 610 W LAKE ST, AND APPROVAL FROM THE ALCOHOL AND GAMBLING ENFORCEMENT DIVISION. SECONDED BY BRUSS. MOTION CARRIED UNANIMOUSLY.

b. Jake Saulsbury, Bolton & Menk - Conrad Avenue

Jake Saulsbury appeared before the Council to discuss the Conrad Avenue project. Mr. Saulsbury went through the background of the project, including the drainage issues that caused a setback in the spring. He explained that in order to meet the desired timeline, drainage work would need to happen in the winter while the marsh is frozen. Part of the project is a memorandum of understanding with M&M Homes to place a drainage easement on their private property. If final design is approved, the next step is to go out for bids on November 20 and award in December. All street work will happen in the spring. Mayor Lein requested that B&M consider Cooling Systems' drainage issue along with the final design of the project.

MOTION BY COUNCILMEMBER MEYER TO MOVE FORWARD WITH CONRAD AVE FINAL DESIGN AND BID DOCUMENTS. SECONDED BY EVENSKI. MOTION CARRIED UNANIMOUSLY.

c. Tom Hoen, 314 Lake St E - Street light request

Tom Hoen appeared before the City Council. Mr. Hoen explained that his neighborhood is very dark during the evenings with minimal street light coverage. His home is across the street from the Paul Property that doesn't have any lights as it is a farm. The lights on that stretch of road are on either end, but not in the middle.

Mr. Hoen described incidents of vandalism and theft on the homes that are afflicted by the darkness from lack of street lights. Mr. Hoen requests that an extra street light be installed to fix the issue of darkness in the middle of the block.

Councilmember Evenski wondered if the City should begin to look into other areas that may require more street lights.

MOTION BY COUNCILMEMBER SZAROLETTA TO MOVE FORWARD WITH PUTTING A STREET LIGHT UP; IF FREE, STAFF HAS IT INSTALLED, IF THERE IS A FEE, BRING IT BACK TO COUNCIL. SECONDED BY BRUSS. MOTION CARRIED UNANIMOUSLY.

d. Muskrat issue follow-up

City administrator went through the prepared memo and gave Scott Conley's opinions on the retention area. Councilmember Meyer asked if it is worth doing the work for the first year but revisiting the following year.

Councilmember Evenski explained that doing it for one year will most likely see the muskrats repopulate without the proper attention. Evenski requested looking into a second opinion on muskrat problem to determine if removal is necessary. Mayor Lein expressed his interest in taking care of the issue if there is an over-population concern.

MOTION BY COUNCILMEMBER EVENSKI TO TABLE THE ISSUE UNTIL A SECOND OPINION IS GATHERED. SECONDED BY SZAROLETTA. MOTION CARRIED UNANIMOUSLY.

e. Outdoor display case for Splashpad

Mayor Lein described a situation where he had been approached by a resident to have a display case by the Splashpad similar to the one at the Community Center.

MOTION BY COUNCILMEMBER EVENSKI TO APPROVE THE PURCHASE OF A 42" X 32" OUTDOOR BULLETIN BOARD FOR THE SPLASHPAD FOR A PRICE NOT TO EXCEED \$400. SECONDED BY BRUSS. MOTION CARRIED UNANIMOUSLY.

f. Evenski Temporary Absence from City of Cologne

Councilmember Evenski went through the details of the sale of his current house and the purchase of his new home in Cologne and the issue that arose. His home sold more quickly than anticipated, which then forced an issue that would put him in NYA for a period of approximately two months between the closing of his home sale and the delivery of his new home. Councilmember Evenski expressed his passion for serving the City of Cologne and his desire to remain on the City Council during his temporary absence.

MOTION BY COUNCILMEMBER MEYER TO APPROVE COUNCILMEMBER EVENSKI'S CONTINUING ON THE COUNCIL AS A TEMPORARY RESIDENT. SECONDED BY BRUSS. MOTION CARRIED 4-0; EVENSKI RECUSED.

MOTION BY MAYOR LEIN TO RECESS UNTIL 8:00 P.M. SECONDED BY MEYER. MOTION CARRIED UNANIMOUSLY.

Mayor Lein called the meeting back to order at 8:00 p.m.

g. CLOSED SESSION: Review appraisal data for 305 Playhouse St
W

MOTION BY COUNCILMEMBER EVENSKI TO CLOSE THE OPEN MEETING. SECONDED BY SZAROLETTA. MOTION CARRIED UNANIMOUSLY.

MOTION BY COUNCILMEMBER EVENSKI TO OPEN THE CLOSED

MEETING. SECONDED BY MEYER. MOTION CARRIED UNANIMOUSLY.

MOTION BY COUNCILMEMBER BRUSS TO CLOSE THE CLOSED MEETING. SECONDED BY SZAROLETTA. MOTION CARRIED UNANIMOUSLY.

MOTION BY COUNCILMEMBER MEYER TO RE-OPEN THE OPEN MEETING. SECONDED BY BRUSS. MOTION CARRIED UNANIMOUSLY.

Council met in closed session to determine a consensus on a price range for negotiating the sale of the City parcel.

Mayor Lein explained that the City would consider selling the parcel and the shed due to interest from a party that has a desire to develop the area, and that all the City equipment including the fire department equipment will have to have a place to go before the City got rid of its shed.

Councilmember Evenski wanted to make sure that if the City goes through with a sale that there is enough room for everything that is in the shed throughout the City.

MOTION BY COUNCILMEMBER EVENSKI TO MOVE FORWARD WITH SALE PROCESS FOR THE CITY PARCEL WITHIN AGREED UPON RANGE REACHED IN CLOSED SESSION. SECONDED BY BRUSS. MOTION CARRIED UNANIMOUSLY.

7. BOARD REPORT
8. ANNOUNCEMENTS
9. ITEMS REMOVED FROM THE CONSENT AGENDA
10. ADJOURN

MOTION BY COUNCILMEMBER SZAROLETTA TO ADJOURN THE MEETING AT 8:14 P.M. SECONDED BY MEYER. MOTION CARRIED UNANIMOUSLY.

City of Cologne, Payroll November 6, 2017

City of Cologne, Payroll - Payments				
EMPLOYEE	10/13/17	22461, EFT	\$9,027.72	October 13, 2017 Payroll
IRS	10/13/17	EFT	\$3,863.84	October 13, 2017 Payroll
MN DEPT OF REVENUE	10/13/17	EFT	\$640.10	October 13, 2017 Payroll
PERA	10/13/17	EFT	\$1,990.94	October 13, 2017 Payroll
EMPLOYEE	10/30/17	22495, 22496, EFT	\$8,305.33	October 30, 2017 Payroll
IRS	10/30/17	EFT	\$3,132.86	October 30, 2017 Payroll
MN DEPT OF REVENUE	10/30/17	EFT	\$505.79	October 30, 2017 Payroll
PERA	10/30/17	EFT	\$1,746.50	October 30, 2017 Payroll
SECURITY BANK	11/02/17	EFT	\$820.84	Employee HSA
FIRST COMMUNITY BANK	11/02/17	EFT	\$322.92	Employee HSA
KLEIN BANK	11/02/17	EFT	\$322.92	Employee HSA
EMPOWER	11/02/17	EFT	\$1,290.67	Employee Deferred Comp.
		Total	\$31,970.43	

CITY OF COLOGNE

*Check Summary Register©

October 2017 to November 2017

Name	Check Date	Check Amt	
10100 Checking			
Paid Chk# 022462	DI-MAR CONSTRUCTION,INC.	10/24/2017	\$466,314.85 Pay Request #10
Paid Chk# 022463	BRAUN INTERTEC	10/24/2017	\$2,295.75 WTF/Well #4 Project Reim
Paid Chk# 022464	AFLAC	10/25/2017	\$230.04 Employee Flex Plan
Paid Chk# 022465	ALERT-ALL	10/25/2017	\$1,020.00 CFD-Supplies
Paid Chk# 022466	ANCOM TECHNICAL CENTER	10/25/2017	\$425.00 CFD-Communications
Paid Chk# 022467	ASPEN EQUIPMENT CO.	10/25/2017	\$224.50 CFD-Supplies
Paid Chk# 022468	BAST, SARAH	10/25/2017	\$50.00 Refund Deposit
Paid Chk# 022469	CARVER COUNTY BROADBAND	10/25/2017	\$263.83 Internet Access
Paid Chk# 022470	CENTERPOINT ENERGY	10/25/2017	\$108.65 Utilities-Electricity
Paid Chk# 022471	CENTRAL FIRE PROTECTION, IN	10/25/2017	\$45.00 CFD-Maintenance
Paid Chk# 022472	COUNTY OF CARVER	10/25/2017	\$33,061.61 Contracts/Police/Assessments
Paid Chk# 022473	DIRECTV	10/25/2017	\$170.96 Satilite Radio
Paid Chk# 022474	ELKE, CATHY	10/25/2017	\$55.16 Refund Deposit
Paid Chk# 022475	GENTZ, DANA	10/25/2017	\$250.00 Refund Deposit
Paid Chk# 022476	GILBERT MECHANICAL CONTRA	10/25/2017	\$917.40 CCC Building Maintenance
Paid Chk# 022477	GREG'S HARDWARE	10/25/2017	\$31.93 Office Supplies
Paid Chk# 022478	HEALTH PARTNERS	10/25/2017	\$4,088.98 Employee Health Insurance
Paid Chk# 022479	KLEIN, JANELL	10/25/2017	\$190.00 Refund Deposit
Paid Chk# 022480	LOFFLER-131511	10/25/2017	\$45.59 Monthly Copier Lease
Paid Chk# 022481	MELCHERT, HUBERT,SJODIN, P	10/25/2017	\$290.00 Misc. Attorney Fees
Paid Chk# 022482	MID COUNTY CO-OP	10/25/2017	\$64.56 Misc. Operating
Paid Chk# 022483	MINNESOTA FIRE SERVICE CER	10/25/2017	\$200.00 CFD Education/Training
Paid Chk# 022484	MN VALLEY ELECTRIC COOPER	10/25/2017	\$159.30 Utilities-Electricity
Paid Chk# 022485	PATCHIN, MESSNER, DODD & B	10/25/2017	\$2,862.50 Klein Property Appraisal
Paid Chk# 022486	POST OFFICE	10/25/2017	\$225.00 Annual Renewal
Paid Chk# 022487	RANDYS SANITATION	10/25/2017	\$484.53 Refuse Pickup
Paid Chk# 022488	SCHULER, DONNA	10/25/2017	\$115.00 Refund Deposit/Overcharge
Paid Chk# 022489	STORMS WELDING & MFG.	10/25/2017	\$132.00 Equipment Repair
Paid Chk# 022490	TWIN CITIES & WESTER RAILRO	10/25/2017	\$308.90 Annual Permit Fee
Paid Chk# 022491	VISA	10/25/2017	\$1,221.87 Education/Training-Misc. Expen
Paid Chk# 022492	VISA	10/25/2017	\$626.84 CFD Supplies
Paid Chk# 022493	VOS, BRIAN	10/25/2017	\$21.41 Reimburse Expenses
Paid Chk# 022494	XCEL ENERGY	10/25/2017	\$9,866.44 Utilities-Electricity
		Total Checks	\$526,367.60

FILTER: None

CITY OF COLOGNE

*Check Summary Register©

November 2017

Name	Check Date	Check Amt	
10100 Checking			
Paid Chk# 022497 AMERIPRIDE LINEN & APPAREL	11/6/2017	\$45.38	CFD Building Maintenance
Paid Chk# 022498 BROADBAND CORP	11/6/2017	\$24.95	WWTP Internet
Paid Chk# 022499 COLOGNE LIONS	11/6/2017	\$250.00	Refund Deposit
Paid Chk# 022500 CULLIGAN BOTTLED WATER	11/6/2017	\$14.33	Office Supplies
Paid Chk# 022501 DWK CLEAN WATER SERVICES,	11/6/2017	\$1,050.00	WWTP Monthly Fee
Paid Chk# 022502 ENVIRONMENTAL EQUIP & SER	11/6/2017	\$4,043.54	Sweeper Repair
Paid Chk# 022503 GOPHER STATE ONE-CALL	11/6/2017	\$66.15	Locates
Paid Chk# 022504 HAWKINS, INC	11/6/2017	\$6,711.25	Chemicals
Paid Chk# 022505 METRO WEST INSPECTION SER	11/6/2017	\$5,818.27	Building Inspection
Paid Chk# 022506 MID COUNTY CO-OP	11/6/2017	\$1,332.27	Fuel
Paid Chk# 022507 MILLER, DIANE	11/6/2017	\$50.00	Refund Deposits
Paid Chk# 022508 MN NCPERS LIFE INSURANCE	11/6/2017	\$80.00	Employee Life Insurance
Paid Chk# 022509 MN VALLEY TESTING LABS	11/6/2017	\$1,209.50	Analysis
Paid Chk# 022510 NORMA PEREZ	11/6/2017	\$1,360.00	CCC - Event Cleaning
Paid Chk# 022511 OVERLINE & SONS, INC.	11/6/2017	\$1,837.50	Lift Station Maintenance
Paid Chk# 022512 PROPET DISTRIBUTORS	11/6/2017	\$236.90	Operating Supplies
Paid Chk# 022513 QUALITY FLOW SYSTEMS, INC	11/6/2017	\$5,272.00	WWTP Repairs
Paid Chk# 022514 SAFETY VEHICLE SOLUTIONS	11/6/2017	\$11,647.50	CFD New Equipment
Paid Chk# 022515 ULINE	11/6/2017	\$125.27	Street Signs
Paid Chk# 022516 XTREME ELECTRICAL	11/6/2017	\$730.48	CCC Building Repair
	Total Checks	\$41,905.29	

FILTER: None

**CITY OF COLOGNE
RESOLUTION NO. 17-17
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 recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, The following persons and entities have offered to contribute the cash amounts set forth below to the City:

<u>Name of Donor</u>	<u>Amount</u>
John Vogel	\$20.00
Hilton Born	\$25.00
David & Cindy Henschen (Henschen Farm)	\$100.00

WHEREAS, All such donations have been contributed to be used at the general discretion of the Cologne Fire Department and

WHEREAS, The City Council finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF COLOGNE, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted on behalf of the Cologne Fire Department.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Adopted by the City Council of the City of Cologne, Minnesota on Monday November 6th, 2017.

Approved:

Matt Lein
Mayor

Attested:

Sue Mueller
City Clerk

M/_____

Lein_____

Meyer_____

Evenski_____

S/_____

Szaroletta_____

Bruss_____



Resolution 17-18

Resolution in Support of Funding for US Highway 212: A Corridor of Commerce

WHEREAS US Highway 212 serves a critical role in connecting Greater Minnesota to Twin Cities markets in the Metropolitan Area and has been designated an Interregional Corridor while also being placed on the National Highway System;

WHEREAS US Highway 212 is heavily used by freight traffic with 1,850 heavy trucks in the corridor daily and freight traffic in Southwest Minnesota will potentially grow by 200 percent by 2030, increasing truck traffic on Highway 212 dramatically;

WHEREAS The Corridors of Commerce program was created to accelerate improvements to corridors that are not being addressed through the regular program, including projects that span multiple MnDOT districts, and the legislature specifically identified US Highway 212 as a Corridor of Commerce in legislation passed in 2017;

WHEREAS Traffic volumes in year 2030 are forecast to increase to between 21,000 and 28,000 vehicles per day or two to three times the existing traffic volumes, exceeding the capacity of the existing two-lane facility;

WHEREAS An Environmental Assessment has been approved for the 4.6 mile 2-lane gap between Cologne and Carver and the project is ready for construction upon securing right-of-way and final design;

WHEREAS forty-one communities and local chambers of commerce have passed resolutions supporting improvements to Highway 212 to expand the capacity of this highway and the Board of Commissioners of every county along the corridor has passed such a resolution;

WHEREAS the current highway poses serious safety problems as it switches from a four-lane facility west of Chaska to a two-lane highway, then switches back to a four-lane highway around Cologne and back to a two-lane highway from Cologne to Norwood Young America and would be much safer and much better able to handle present and projected traffic flows if it were a continuous four-lane highway through this area;

WHEREAS Congress and the State of Minnesota have recognized the need to expand this critical trade link to the Twin Cities Metropolitan Area and have previously provided funding through the ISTEA Transportation Authorization bill, TEA-21 Authorization bill, the 2002 Transportation Appropriations bill, the 2003 Transportation Appropriations bill, the 2004 Transportation Appropriations bill and SAFETEA-LU;

WHEREAS Multi-modal connections to or near Highway 212 include: freight rail lines, intermodal terminals, park-and-ride lots, transit service, state trails and airports.

NOW, THEREFORE, BE IT RESOLVED that The City of Cologne strongly supports the inclusion of funding from the Corridors of Commerce program to support the \$110 million of needed improvements that will complete the highway to a continuous four-lane highway to Norwood Young America and that any maps or lists of Corridors of Commerce highways include US Highway 212.

Adopted by the City council of the City of Cologne, Minnesota, this 6th day of November, 2017.

Matt Lein, Mayor

ATTEST:

Sue Mueller
City Clerk

M/_____

Lein _____

Meyer _____

S/_____

Szaroletta _____

Bruss _____

Evenski _____



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: November 3, 2017
To: Mayor and City Council
Jesse Dickson, City Administrator
From: Jon Peterson, P.E., Project Engineer *JDP*
Subject: Water Treatment Facility Contract - Di Mar Construction Inc.
Pay Request No. 13
City of Cologne, Minnesota
Project No.: C12.110681

INTRODUCTION

Pay Request No. 13 for the above-referenced project in the amount of \$499,166.10 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project from September 26, 2017 through October 25, 2017. The Contractor has completed the exterior masonry work, and is working on completing interior concrete floors, plumbing, electrical. The concrete for the backwash reclaim basin has been placed. We recommend approval of the attached Request for Payment No.13

BUDGET IMPACT

This expenditure is part of the overall water system improvements and will be covered by the PFA loan proceeds.

ACTION REQUESTED

Approve the attached pay request from Di-Mar Construction, Inc. in the total amount of \$499,166.10.

APPLICATION FOR PAYMENT

DATE: 10/25/2017

APPL. # Thirteen

TO: City of Cologne, MN

PROJECT: Water Treatment Plant

FROM: DI-MAR Construction, Inc
7900 Excelsior Blvd; Suite 100
Hopkins, MN 55343

ENG: Bolton and Menk

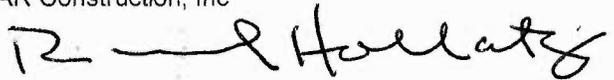
Original Contract Amount		\$5,930,000.00
Net Change by Change Order		-
Contract Sum Todate		<u>\$5,930,000.00</u>
Total Completed & Stored Todate		\$4,043,846.24
Retainage:	5 % of Contract	\$202,192.31
Total Earned less Retainage		\$3,841,653.93
Total Previously Certified	(prev. total less ret.)	<u>\$3,342,487.83</u>
AMOUNT DUE THIS REQUEST		<u>\$499,166.10</u>

CERTIFICATE OF CONTRACTOR

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

DI-MAR Construction, Inc

BY:



CERTIFIED BY ENGINEER

This is to certified that in accordance with the terms of the contract the contractor is entitled to the amount certified below.

AMOUNT CERTIFIED \$ 499,166.10

Bolton and Menk

By:



ACCEPTED BY OWNER

City of Cologne, MN

By:

DI-MAR CONSTRUCTION, INC.		APPL #		Thirteen			
SCHEDULE OF VALUES		DATE		10/25/2017			
DISCRIPTION	SCHEDULE OF VALUES	PREVIOUS APPLICATION	THIS APPLICATION	MAT'L STORED	COMPLETED TO DATE	% COMPLETE	BALANCE
General Conditions	288,000.00	161,280.00	5,760.00	-	167,040.00	58%	120,960.00
Bonds and Insurance	55,000.00	55,000.00	-	-	55,000.00	100%	-
Mobilization	42,000.00	42,000.00	-	-	42,000.00	100%	-
Allowances	425,000.00	43,357.92	-	115,981.82	159,339.74	-	265,660.26
Site Utilities	645,000.00	412,800.00	-	-	412,800.00	64%	232,200.00
Landscaping	24,000.00	-	-	-	-	-	24,000.00
Earthwork @ Bldg	205,000.00	166,050.00	10,250.00	-	176,300.00	86%	28,700.00
Earthwork @ Bkwash Tank	21,000.00	14,700.00	5,250.00	-	19,950.00	95%	1,050.00
Concrete Reinforcing Steel	225,000.00	209,250.00	-	-	209,250.00	93%	15,750.00
Concrete Construction	496,000.00	451,360.00	-	-	451,360.00	91%	44,640.00
Precast Planks	79,000.00	79,000.00	-	-	79,000.00	100%	-
Precast Double Tees	52,000.00	52,000.00	-	-	52,000.00	100%	-
Masonry	665,000.00	585,200.00	79,800.00	-	665,000.00	100%	-
Misc Metals	89,000.00	64,080.00	3,560.00	-	67,640.00	76%	21,360.00
Rough Carpentry	26,000.00	-	-	-	-	-	26,000.00
Arch Millwork	75,000.00	-	-	-	-	-	75,000.00
Perimeter Insulation	9,450.00	9,450.00	-	-	9,450.00	100%	-
Damproofing	12,650.00	12,650.00	-	-	12,650.00	100%	-
CMU Vapor Barrier	60,000.00	60,000.00	-	-	60,000.00	100%	-
Roofing/Sh Metal/ Siding	107,000.00	-	53,500.00	-	53,500.00	50%	53,500.00
Caulking	25,000.00	-	-	-	-	-	25,000.00
Hollow Metal Doors	49,100.00	19,640.00	4,910.00	-	24,550.00	50%	24,550.00
Windows	25,000.00	7,096.50	-	-	7,096.50	-	17,903.50
Ceramic and Quarry Tile	6,500.00	-	-	-	-	-	6,500.00
Resilient Floors	3,000.00	-	-	-	-	-	3,000.00
Acoustical Ceilings	4,200.00	-	-	-	-	-	4,200.00
Painting	150,000.00	-	-	-	-	-	150,000.00

Water Treatment Plant
Cologne, MN

CONTRACT FOR POLICE SERVICES

Cologne

THIS AGREEMENT, made and entered into this 6th day of November, 2017 by and between the County of Carver, through its Sheriff's Office (hereinafter, "County"), and the City of Cologne (hereinafter, the "City"), and, collectively known as the "parties".

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

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

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements 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, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367;

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

ARTICLE I

PURPOSE: The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

ARTICLE II

1. POLICE SERVICES. The County agrees to provide police service within the corporate limits of the City to the extent and in the manner set forth below:
 - 1.1 Police services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities;
 - 1.2 With input from the City, the County shall assign personnel as necessary;
 - 1.3 All matters incident to the performance of such service or the control of personnel employed to render such service shall be and remain in the control of the County;

- 1.4 In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available); and
- 1.5 The police services will be provided to the City for the selected number of contracted hours and/or full time equivalent (FTE) personnel. Such services shall not include situations in which, in the opinion of the County, a police emergency occurs which requires a different use of the personnel, patrol vehicle, equipment, or the performance of special details relating to police services. It shall also not include the enforcement of matters which are primarily administrative or regulatory in nature (e.g., zoning, building code violations).

ARTICLE III

SPECIAL EVENT OR ADDITIONAL SERVICES. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office contract manager or designee noted in this Agreement. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

ARTICLE IV

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

ARTICLE V

1. PROVISION OF EQUIPMENT. It is agreed that the County shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police services selected herein.
2. OFFICE SPACE. If an FTE is requested, the City shall provide office and work space for the assigned personnel.
3. FINANCIAL LIABILITY. The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the County to perform the selected services. It is agreed that all personnel shall be employees of the County and the County shall be responsible for providing worker's compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the County.

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

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

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

LIABILITY

- (a) 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. To the full extent permitted by law, actions by 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 set forth in Minnesota Statutes, Section 471.59, Subdivision 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.
- (b) For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing

to be responsible for acts or omissions of the other parties.

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

ARTICLE VI

1. TERM. The term of this contract shall be January 1, 2018 to December 31, 2018. The term of this Agreement may be extended for up to an additional sixty (60) days under the same terms and conditions, provided the parties are attempting in good faith to negotiate a new Agreement. This Agreement extension shall automatically terminate upon the parties' entering into a new written Agreement, or on the sixtieth (60th) day, whichever occurs first.
2. RATE. The Sheriff's Office has presented the City with a recommended police plan which includes the police contract rates.
3. NOTICE.
 - 3.1 If the County does not desire to enter into a contract for police service for 2019, the City shall be so notified in writing six (6) months prior to the expiration of the current contract.
 - 3.2 On or before August 15 of the current contract year, the County shall notify the City of the police contract rates for the following year.
 - 3.3 The City shall notify the County of its intention to contract for police services for the following year no later than October 15 of the current contract year.
 - 3.4 In the event the City shall fail to give notice as required above, the County shall presume the City does not desire to enter into an Agreement with the County for police services.
 - 3.5 Notice under the above provisions shall be sent to:

Commander Paul Tschida
Carver County Sheriff's Office
606 East 4th Street
Chaska, MN 55318
ptschida@co.carver.mn.us
Office: 952-361-1207
Cell: 952-457-7302

City of Cologne
Jesse Dickson, Administrator
110 Louis Street W., PO Box 120
Cologne, Mn. 55322
Phone: 952-466-2075

ARTICLE VII

MENU OF POLICE SERVICES

1. POLICE STAFFING OPTIONS

1.1 FULL TIME EQUIVALENT (FTE) PERSONNEL OPTION

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

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

The first forty (40) hours the deputy is gone from the community while on military leave will not be backfilled. The Sheriff's Office will backfill the position or credit back the time for military leave after the first 40 hours.

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

If the City requests coverage for compensated days off noted above, it is recommended the City set aside a contingency for additional hours. Additional hours for deputies will be billed at \$64.17.

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

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

PERSONNEL COST

Liaison Corporal .05 (2080 FTE)	\$5,123
Deputy .25 (2080 FTE)	\$25,616
CSO – 260 hours	\$10,044

VEHICLE COST

Patrol Vehicle – .25	<u>\$5,185</u>
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<u>TOTAL POLICE SERVICES</u>	\$45,968
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2. PAYMENT. The Sheriff shall invoice one half of the total amount of the current year police staffing option cost hereunder, or \$22,984 to be paid on or before June 30 of the current contract year. The Sheriff shall invoice the remaining half, or \$22,984 to be paid on or before November 30 of the current contract year.
3. MINNESOTA STATE POLICE AID. The County, upon receiving Minnesota State Police Aid, shall reimburse the City pursuant to Minnesota Statute, Section 69.011.

ARTICLE VIII

1. DATA. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.
2. AUDIT. Pursuant to Minnesota Statute Section 16C.05, Subdivision 5, the parties agree that the State Auditor or any duly authorized representative at that time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures related to this Agreement. All such records shall be maintained for a period of six (6) years from the date of termination of this Agreement.
3. NONWAIVER, SEVERABILITY AND APPLICABLE LAWS. Nothing in this Agreement shall constitute a waiver by the parties of any statute of limitation or exceptions on liability. If any part of this Agreement is deemed invalid such shall not affect the remainder 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.

4. MERGER AND MODIFICATION. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

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

SIGNED: _____ DATE: _____
Mayor

SIGNED: _____ DATE: _____
City Administrator

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

COUNTY OF CARVER:

SIGNED: _____ DATE: _____
CHAIR, BOARD OF COMMISSIONERS

SIGNED: _____ DATE: _____
SHERIFF

SIGNED: _____ DATE: _____
COUNTY ADMINISTRATOR

2018 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, 2018, and extending through December 31, 2018.

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 \$1,341.57 is to be paid by the City of Cologne to the Carver County Attorney's Office in four equal installments on/by April 15, 2018, July 15, 2018, October 15, 2018 and January 15, 2019.

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, 2018.

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.

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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: _____
County Administrator

Date: _____

MEMORANDUM

TO: Mayor Matt Lein & City Council Members
FROM: Jesse Dickson, City Administrator
SUBJECT: Muskrat Follow-up
DATE: 11/3/2017

Background:

Following the discussion on October 16, staff was directed to seek a second opinion on whether the City should be removing muskrats from the stormwater ponds in the Hans Hagen Homes development.

Francis Pest Control was contacted, as they had previously done work for a homeowner in the area. Staff was advised that trapping would be easier to do in the summer due to there being no ice to work around. Francis suggested a fence go around the ponds which would keep the muskrats out, but with the private property around the ponds there isn't much room for fencing.

Staff was told that, although current populations can be eliminated, there is always a distinct possibility that muskrats from other areas will migrate in as they are known to go very large distances to find water. Setting up the traps initially is \$200, and every muskrat caught is \$90.

Action Requested:

Direct staff on the muskrat issue.



LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that 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 would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to 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 would be able to 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 on municipal tort liability established by Minnesota Statutes, Section 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____

Position _____