

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 20-23**

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN
AS WINKLER CROSSING 3RD ADDITION**

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

WHEREAS, Loomis Development, LLC, a Minnesota limited liability company (the "Developer") is the owner of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

Outlot A, WINKLER CROSSING 2ND ADDITION, Carver County, Minnesota

(the "Subject Property"); and

WHEREAS, the City Council of the City of Cologne did adopt Resolution No. 20-11 on May 4, 2020 approving a preliminary plat of the Subject Property; and

WHEREAS, the Planning Commission of the City of Cologne did recommend approval of the Final Plat at their September 8, 2020 meeting; and

WHEREAS, the City Council has considered the proposed Final Plat and it makes the following findings of fact:

1. The proposed Final Plat is consistent with the approved Preliminary Plat; and
2. There are numerous technical issues to be resolved prior to approval of construction plans.
3. The Final Plat prepared by James R. Hill, Inc. is attached hereto as "Exhibit A".

NOW, THEREFORE, be it resolved that the Final Plat for WINKLER CROSSING 3RD ADDITION prepared by James R. Hill, Inc. is approved subject to the following conditions:

1. The findings set forth above are incorporated into this Resolution as though set forth in full.
2. All findings and conditions of the City of Cologne Resolutions Nos. 20-10 and 20-11 approving the Rezoning/PRD and Preliminary Plat, respectively, are incorporated herein by reference as though set out in full.

3. All conditions and comments contained within the letters from Bolton and Menk dated August 14, September 17 and October 15, 2020 and Collaborative Planning dated September 3, 2020 (collectively the "Staff Letters") are incorporated herein.
4. The improvements on the Subject Property shall be constructed in substantial conformance with the plans known as WINKLER CROSSING 3RD ADDITION prepared by James R. Hill, Inc. as revised to conform to the requirements of this Resolution and the Staff Letters and containing the following plans sheets (the "James R. Hill Plans"):
 - a. Final Plat (2 sheets)
 - b. Landscape Plan dated and signed September 4, 2020 (Sheets 6.3 to 6.6)
 - c. Final Grading, Drainage, Erosion and Sediment Control, Sanitary Sewer, Watermain, Storm Sewer and Street Construction Plans dated August 4, 2020 and last revised October 14, 2020
 - i. Title Sheet (Sheet 1.0)
 - ii. Existing Conditions (Sheet 1.1)
 - iii. Existing Drainage Map (Sheet 1.2)
 - iv. Proposed Drainage Map (Sheet 1.3)
 - v. Phase 1 Interim (Sheet 1.4)
 - vi. Storm Sewer Drainage Map (Sheet 1.5)
 - vii. Overall Utility Plan (Sheet 1.6)
 - viii. Erosion and Sediment Control Plan (Sheet 2.1)
 - ix. Topsoil Management Plan (Sheet 2.2)
 - x. Seeding Plan (Sheet 2.3)
 - xi. SWPPP Notes (Sheets 2.4 to 2.5)
 - xii. Details (Sheet 2.6)
 - xiii. Grading and Drainage Plan (Sheets 3.0 to 3.4)
 - xiv. Parking Lot/Filtration Basin (Sheet 3.5)
 - xv. Wetland A Buffer (Sheet 3.6)
 - xvi. Sanitary Sewer and Watermain Construction (Sheets 4.1 to 4.3)
 - xvii. Storm Sewer Construction (Sheets 5.1 to 5.5)
 - xviii. Street Construction (Sheets 6.1 to 6.4)
 - xix. Construction Details (Sheets 7.1 to 7.3)
5. No construction shall be permitted on the Subject Property until updated James R. Hill Plans addressing the comments of the Staff Letter and the conditions of this Resolution are provided for review and approval in writing by the City Engineer and City Planner. Following approval by the City Engineer and City Planner, these plans shall collectively be known as the "Approved Construction Plans". The Final Plat shall not be released for recording until Approved Construction Plans exist.
6. If the Approved Plans addressing the comments of the City Engineer, City Planner, or outside agencies necessitate revisions to any of the lot lines or easements on the Subject Property, then the Final Plat shall be revised by the Developer and submitted for amended approval by the City Council. If an off-site easement is required to address a comment, then a separate easement document shall be provided to the City for review and approval prior to release of the Final Plat for recording.

7. To the extent that there are differences or conflicts between the Approved Construction Plans and this resolution, the terms of this resolution shall be controlling.
8. If the Site Plans have not been approved for permitting for the CCWMO, compliance with their requirements may result in the changes to or the removal of lots, outlots, or right of way, in which case the Developer shall revise the Final Plat as necessary.
9. The timing of the construction of the infrastructure improvements on the Subject Property will be subject to the conditions of a Developers Agreement between the City and the Developer.
10. The Developer shall secure all easements for and construct all street, utility, trail, stormwater, park, and other improvements as shown on the Approved Plans at their sole expense except as provided for herein. To the extent that utilities are oversized at the request of the City, the City shall reimburse the Developer for the cost of the extra diameter of the pipe. The location of such utility lines within the Subject Property shall be as designated and approved by the City Engineer.
11. The approval of the Final Plat shall terminate if a Developer's Agreement has not been entered into between the City and Developer by December 18, 2020.
12. The approval of the Final Plat shall terminate unless all conditions of this resolution are completed and the Final Plat is recorded no later than December 18, 2020.
13. Financial security in a form required by the City Code and approved by the City Attorney and in an amount approved by the City Engineer must be provided by the Developer prior to release of the Final Plat for recording. The Developers Agreement shall specify the amount of the financial security.
14. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to review of the proposed development plans as well as the preparation of the Developer's Agreement.
15. Single-family homes are the permitted use on the lots on Blocks 1 through 6.
16. Outlots A and B shall satisfy the open space requirements for the Planned Residential Development as specified in Resolution Numbers 20-10 and 20-11. The Developer shall, simultaneously with the recording of the final plat for the first phase, convey to the City by warranty deed, free and clear of all liens and encumbrances, fee title to the property described as Outlots A and B, WINKLER CROSSING 3RD ADDITION (the "Open Space Property"). The conveyance of the Open Space Property does not constitute parkland dedication, or satisfy any applicable parkland dedication requirements which requirements shall be satisfied as described in Resolution 20-11 and in Paragraph 22 of this resolution. The City will grant the Developer a right of entry to conduct grading and improvements on the Open Space Property as shown in the Approved Plans.

17. Outlot C of WINKLER CROSSING 3RD ADDITION will be platted into lots and right of way in one or more future phases. Installation of utility and street infrastructure for future phase(s) shall not occur until such time as a Final Plat for said future phase(s) has been approved by the City Council and a Developer's Agreement has been executed.
18. A current title commitment shall be provided for the review of the City Attorney before the Final Plat is released for recording.
19. The existing drainage and utility easement across the Subject Property shall be vacated as a condition precedent to recording the Final Plat.
20. No lots or outlots are permitted to access directly onto 122ND Street.
21. Map updating fees shall be paid prior to the release of the final plat for recording. Fees shall be paid by the Developer for each lot and outlot contained within the Subject Property as per the City fee schedule in effect at the time of the execution of the Developer's Agreement. Future subdivisions of outlots may result in additional base map updating fees. The Developer shall submit the plat, construction , and as-built plans in the electronic format required by the City Engineer.
22. Park dedication shall be satisfied prior to release of the final plat for recording through a combination of improvements to Outlot A and payment-in-lieu of dedication. Park dedication required shall be based on the twenty-five (25) lots multiplied by the per unit park dedication fee required by City ordinances at the time of the execution of the Developer's Agreement. Park dedication for Outlot C of WINKLER CROSSING 3RD ADDITION shall be paid at the time of future platting and development of said outlot and is not being charged at this time. Construction of a bituminous parking lot, a bituminous access drive from 122nd Street to the parking area and a sewer and water stub to a future restroom as shown on the Approved Plans along with playground improvements as shown in Exhibit B (collectively the "Park Improvements") shall be constructed by the Developer and the value of the Park Improvements as determined by the City Engineer shall be credited against park dedication fees. If the cost of the Park Improvements is less than the value of park dedication for this phase, the Developer shall pay the balance of the park dedication required at the time of recording of the final plat. If the cost of the Park Improvements exceeds the value of the park dedication fees owed for the twenty-five lots, the Developer shall be granted a credit for park dedication that will be carried over to a future final plat for Outlot C, WINKLER CROSSING 3RD ADDITION. The Development Agreement shall specify the park dedication requirements and carry-over credits, if any.
23. Trails within the development shall be constructed at the sole expense of the Developer as shown on the Approved Plans. The following trails shall be installed:
 - A. The trail in Outlot A commencing at Winkler Trail and ending at Prairie View Drive.
 - B. The trail in Outlot A commencing at 122nd Street and ending at the intersection with the trail in paragraph A above shall be constructed with Phase 1.

C. The trail in Outlot B.

24. Civil defense siren fees shall be paid prior to the release of the final plat for recording as per the City fee schedule in effect at the time of execution of the Developer's Agreement.
25. The Developer shall survey all storm water holding ponds as required by the City. The Developer shall be responsible for storm sewer cleaning and holding pond dredging, as required, by the City prior to completion of the development of the Subject Property.
26. The Developer shall be responsible for obtaining and complying with all necessary permits from the Metropolitan Council, Minnesota Department of Health, DNR, Carver County Watershed District, PCA, MnDOT, Carver County Public Works Department and any other governmental agencies.
27. The Developer shall complete construction, site restoration and erosion control in accordance with all permitting agency requirements including but not limited to MPCA-NPDES, CCWMO, and City Standards.
28. The Developer may not commence construction of any improvements on the Subject Property until the City Engineer has approved both the detailed grading plan and the detailed construction plan and issued written confirmation to the City and the Developer of the approval of such plans.
29. Streetlights shall be installed by the developer. Streetlights will be maintained by the City if they are done in accordance with the provisions of the street light maintenance plan that the City has in effect.
30. Each residence constructed within any lot within the Subject Property shall have drain lines and sumps which must include an operable sump pump which shall be hard plumbed to the exterior, discharging through a drain tile to either a stormwater pond or to a tile connection in the right-of-way. Any deviation from this requirement must receive written prior approval of the City Engineer. These improvements must be constructed by the Developer or, if the Developer sells any lot to any builder, the Developer's purchase agreement with such builder must obligate the builder to construct the drain tiles, sump, and install the sump pump in the manner set forth herein.
31. In relation to landscaping, the Developer shall cause the following to occur:
 - a. Until sod is installed as required herein, the Developer shall provide for silt fences (as an erosion control measure) to be installed within ten (10) days after small utilities are installed in the boulevard.
 - b. At the time each single-family residence is constructed, sod shall be installed from the curb back to the rear lot line. The sod must be installed within sixty (6) days of the issuance of a Certificate of Occupancy, unless the Certificate of Occupancy is granted after September 15th in a given year in which case the sod must be installed by July 15th of the following year.

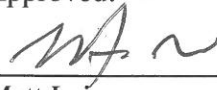
- c. To the extent sidewalks are required in a given phase, the sidewalk must be constructed at the same time the streets are constructed. Sod shall be placed between the curb and sidewalk and for two (2) feet on the house side of the sidewalk within thirty (30) days after the issuance of a Certificate of Occupancy, unless a certificate of occupancy is granted after September 15th in a given year, in which case the sod must be installed by June 15th of the following year.
- d. Sod from the curb to four (4) feet away from the curb line shall be installed within thirty (30) days after the issuance of a certificate of occupancy, unless a certificate of occupancy is granted after September 15th in a given year, in which case the sod must be installed by June 15th of the following year.
- e. Comply with all requirements of the landscape plan included in the Approved Plans.

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

- 32. The Developer shall pay for the production and installation of all required City street signs. In addition, the Developer shall provide a street lighting system in accordance with City and electric company standards. The street lighting system shall be completed and energized for each phase of the Subject Property at the earliest of the following events:
 - a. When the Developer has applied for building permits upon 10% of the lots in each phase, or
 - b. One year from the date of the approval of the final plat for each phase.
- 33. The City projects that sufficient wastewater capacity is available to service this development based on existing experienced per capita volume and other plant capacity limit requirements. In the event that the City experiences a change in measured performance of the existing wastewater treatment facility prior to an upgrade to the existing plant, building permits may cease to be issued until the capacity situation is upgraded.
- 34. Additional conditions as determined necessary by the City Planner, City Engineer, and City Attorney prior to release of the final plat for recording.

Adopted and approved by the City Council of the City of Cologne on a vote of 5 ayes and 0 nays effective on the 19th day of October, 2020.

Approved:



Matt Lein
Mayor

Attested:



Michelle Morrison
City Clerk

M/ Bruss

Lein yes

Szaroletta yes

Kells yes

S/ Lenzen

Bruss yes Lenzen yes

Final Plat



EXHIBIT B

