



## City Council Meeting Agenda

Monday, March 21, 2022 7:00 PM  
Cologne Community Center, 1211 Village Parkway

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### 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: Carol Szaroletta  
Councilmember: Sarah Bruss  
Councilmember: Rachel Lenzen  
Councilmember: Nathan Kells

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**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. Cologne Community of Belonging
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. March 7, 2022 City Council Minutes
- b. March 21, 2022 Check Summary Register
- c. March 15, 2022 Payroll Summary

- d. Resolution 22-06 Accepting Donation
- e. On Sale Liquor License App Cologne Corral
- f. Off Sale Liquor License App Cologne Corral
- g. Jostan Services Updated Service Contract
- h. CCC Compressor Replacement Proposal

**6. OLD COUNCIL BUSINESS**

**7. NEW COUNCIL BUSINESS**

- i. Winkler Crossing 4<sup>th</sup> Addition Final Plat
  - 1. Bolton and Menk Staff Comments
  - 2. Collaborative Planning Staff Comment Memo
  - 3. Collaborative Planning Staff Report
  - 4. Resolution 22-07 Approving Winkler 4<sup>th</sup> Final Plat
  - 5. Winkler 4<sup>th</sup> Developer's Agreement

**8. BOARD REPORTS**

- a. February Sheriff's Report

**9. ANNOUNCEMENTS**

**10. ITEMS REMOVED FROM THE CONSENT AGENDA**

**11. ADJOURN**

**CALENDAR OF EVENTS/MEETINGS**

April 4	Monday	6:00PM Planning Commission Meeting
April 4	Monday	7:00PM City Council Meeting
April 18	Monday	7:00PM City Council Meeting



Communities  
of Belonging  
COLOGNE

## *A Collective Journey Toward a Better Tomorrow*

### **A Community of Belonging is a place where:**

- Everyone feels welcomed, safe and significant, regardless of their differences.
- All people are respected, even if they disagree.
- People know each other, care about each other, and take care of each other.
- Everyone works together to create a healthy, thriving, vibrant community, and as a result, everyone benefits.

### **The Cologne Communities of Belonging Work Group**

The Work Group currently consists of more than 30 area residents who want to ensure that *anyone* who lives in, works in or visits the Cologne Community will feel that they are welcomed and belong here – *both today and in the future*. **Now** is the time for us to come together to create the community we desire.



### **The November 2021 Cologne Survey**

The results of the Cologne Community Survey of adults (18+) highlighted a few themes:

#### **What is the Cologne Community doing well?**

- People find most other residents to be friendly, respectful, and helpful.
- The community provides a small town feeling of safety and affordability.
- The community is served well by volunteer organizations and people enjoy the community events.

#### **What might be enhanced in the Cologne Community?**

- People desire more community gathering places, especially those that serve food and beverages.
- People want to see more economic development including an industrial park, more jobs and a vibrant downtown.
- People desire better communication about what is happening in the community.

**Please Join Us to accentuate Cologne's Assets, while also fulfilling our shared Community Desires!**

To learn more or to join the work group feel free to contact John Hendel ([jhendel405@gmail.com](mailto:jhendel405@gmail.com)), Roger Storms ([rstorms55318@aol.com](mailto:rstorms55318@aol.com)), Jessica Miller ([jmiller28@gmail.com](mailto:jmiller28@gmail.com)) or Gracia Hegener ([hegenerg@gmail.com](mailto:hegenerg@gmail.com)).



# Communities of Belonging COLOGNE

A Collective Journey Toward a Better Tomorrow

## COLOGNE RESIDENT SURVEY RESULTS

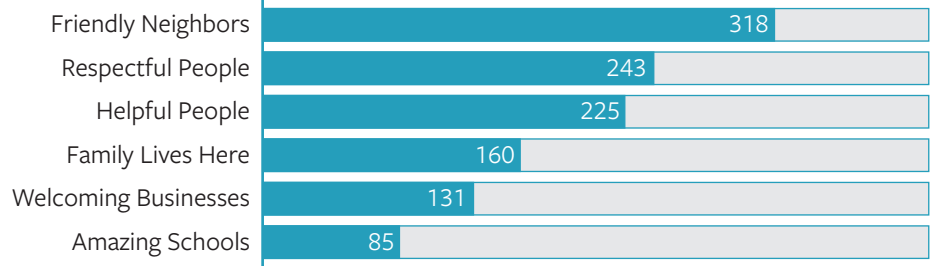
### What Cologne does well

People find  
others friendly,  
respectful and  
helpful

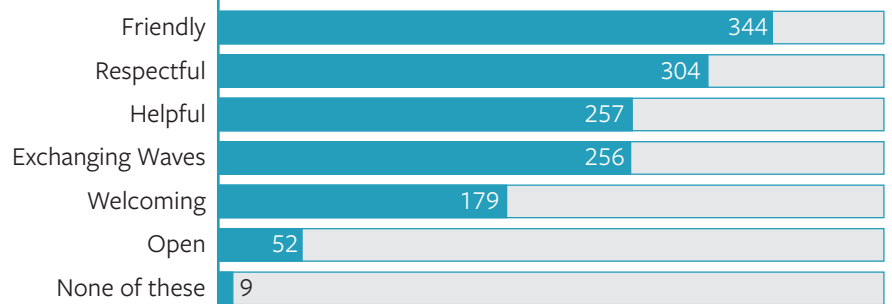
The community  
provides  
a small town  
feeling of safety  
and affordability

People enjoy the  
community  
events

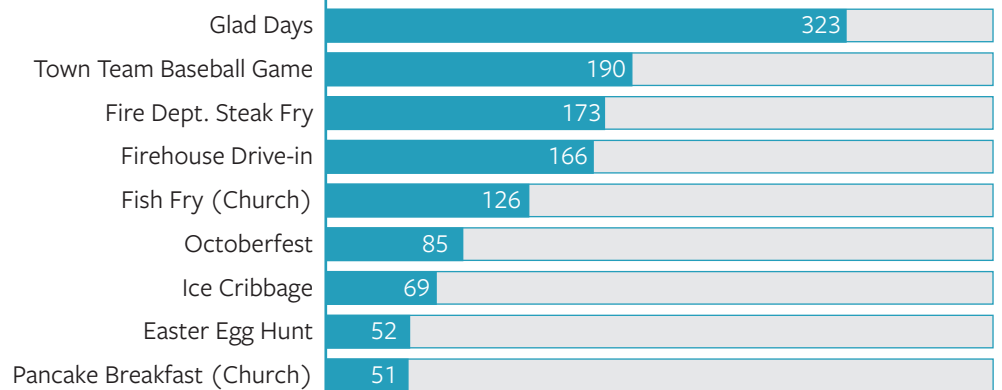
### What makes you feel like you belong in Cologne?



### Describe your relationship with your neighbors



### What events have you attended in the last 3 years?



## Where could Cologne improve?

More community gathering spaces; especially those where food or beverages are served

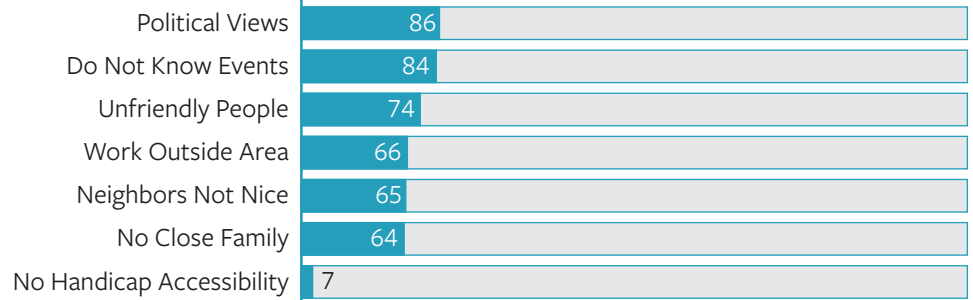
Economic development, including a vibrant downtown, a grocery store, and possibly manufacturing or an industrial park to provide job opportunities

Better communication about what is happening in the city and the surrounding area; including how to become involved or participate, and ensuring that everyone is always welcomed

2021 Survey by the Communities of Belonging Initiative, a partnership of Cologne Community residents, businesses, and local resources, along with Carver County Public Health.

Gracia Hegener: [hegenerg@gmail.com](mailto:hegenerg@gmail.com)  
John Hendel: [jhendel405@gmail.com](mailto:jhendel405@gmail.com)  
Roger Storms: [rstorms55318@aol.com](mailto:rstorms55318@aol.com)  
Jessica Miller: [jmmiller28@gmail.com](mailto:jmmiller28@gmail.com)

## What makes you feel like you do NOT belong in Cologne?



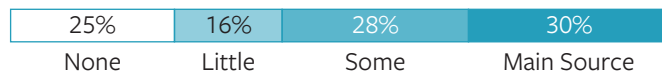
Only **16%** work in Cologne... but **40%** would like to.

## What business would you like to have or work for in Cologne?

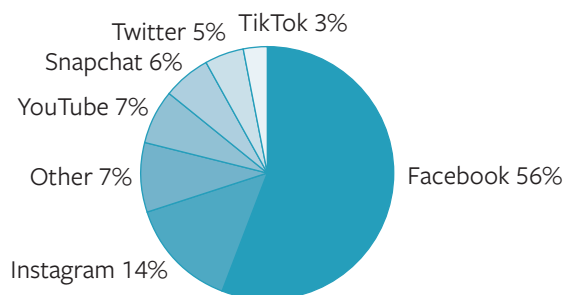
Most popular response:  
Food-related businesses

**Pizza Coffee Shop Restaurant**  
Steakhouse/ Supper Club  
Fast Food Brewery Bakery Ice Cream

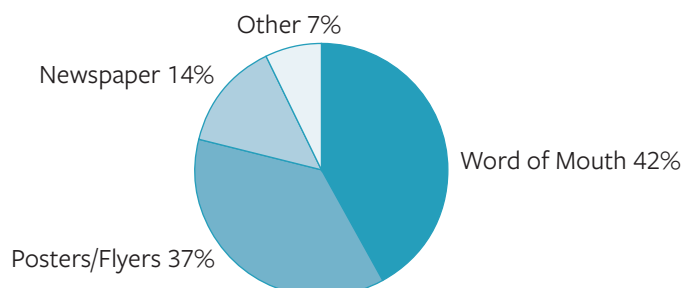
## How much do you rely on Social Media to learn about activities in Cologne?



## What Social Media do you use most?



## If not Social Media, how do you learn about activities in Cologne?





## City Council Meeting Minutes

Monday, March 7, 2022 7:00 PM  
Cologne Community Center, 1211 Village Parkway

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### **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: Carol Szaroletta  
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### **1. CALL MEETING TO ORDER & ROLL CALL**

Acting Mayor Bruss called the meeting to order at 7:00 PM. Councilmembers Kells and Szaroletta were present. Also present were City Administrator Jesse Dickson and City Clerk Michelle Morrison. Mayor Lein and Councilmember Lenzen was absent.

### **2. PLEDGE OF ALLEGIANCE**

### **3. ADOPT AGENDA**

Administrator Dickson advised that approval of Andy's Lawn Service contract is being added to the consent agenda as item d. Motion by Councilmember Kells to adopt the revised agenda, second by Councilmember Szaroletta. Motion carried unanimously.

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

Resident Jim Solberg came before the council to express his dissatisfaction with driveway repairs made to his property as part of the street project. After discussion it

was suggested that he send pictures of the damages to the city offices for distribution to the councilmembers. The street project is not complete, and he is on the punch list.

Residents Thomas and Barbara Kvale came before the council to discuss an interest in the city applying for an AARP Community Challenge Grant that averages \$11,000 and using the funds for improvements to Cologne Village Park making it more accessible, inclusive, and fun for all ages and abilities. After discussion the consensus was that Councilmember Kells and City Clerk Morrison would set a meeting with the Kvale's to work on submitting the grant.

## **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. February 22, 2022 City Council Minutes**
- b. March 7, 2022 Check Summary Register**
- c. March 1, 2022 Payroll Summary**
- d. Andy's Lawn Service Contract 2022**

Motion by Councilmember Kells to adopt the consent agenda, second by Councilmember Szaroletta. Motion carried unanimously.

## **6. OLD COUNCIL BUSINESS**

## **7. NEW COUNCIL BUSINESS**

### **i. Cologne Dog Park**

Councilmember Kells updated the council on the proposed dog park – funds committed to date, and bids received. Motion by Councilmember Kells to move forward with scheduling the fence installation for the dog park contingent on the updated bid does not exceed \$35,000. Second by Councilmember Szaroletta. Motion carried unanimously.

### **ii. City Square Park Tree Removal**

Administrator Dickson reviewed 2 estimates received for the removal of two dying trees that were deemed to be hazardous at City Square Park. Motion by Councilmember Kells to accept the low bid from Summit Tree Experts for the tree removal at cost not to exceed \$5,664.38. Second by Councilmember Szaroletta. Motion carried unanimously.

## **8. BOARD REPORTS**

Councilmember Kells shared with the council the mailing he had put together that is going to all residents promoting various ways to get involved in the community.

## **9. ANNOUNCEMENTS**

Administrator Dickson updated the council on testimony he and Mayor Lein provided to the Committee on Capital Investment at the Capital in the hopes of securing funds for updates to the wastewater treatment plant and an update on the Otto property.

## **10. ITEMS REMOVED FROM THE CONSENT AGENDA**

## **11. ADJOURN**

Motion by Councilmember Kells to adjourn at 8:10PM, second by Councilmember Szaroletta. Motion carried unanimously.

Respectfully Submitted:

Attest:

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Michelle M Morrison  
City Clerk

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Matt Lein  
Mayor



## CITY OF COLOGNE

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**\*Check Summary Register©**

Batch: 032122cr

	Name	Check Date	Check Amt	
<b>10100</b>	<b>Checking</b>			
27056	ACTIVE911, INC.	3/21/2022	\$559.00	Alert Subscription
27057	ALEX AIR APPARATUS, INC	3/21/2022	\$861.83	Annual Compressor Service
27058	ALPHA WIRELESS COMMUNICA	3/21/2022	\$1,704.35	33 Pager Nylon Holsters
27059	BOLTON & MENK, INC	3/21/2022	\$2,296.00	Highway 284 Retaining Wall
27060	BRUESEHOFF SEED	3/21/2022	\$50.00	Deposit Refund
27061	CENTERPOINT	3/21/2022	\$647.35	2224 Naples
27062	CINTAS CORPORATION	3/21/2022	\$148.61	Uniforms
27063	CIRCLE K	3/21/2022	\$670.41	CFD Fuel
27064	CROWN COLLEGE	3/21/2022	\$450.00	EMT Refresher Class
27065	EVERSON'S HARDWARE HANK I	3/21/2022	\$218.80	Supplies for repairs
27066	SARAH FOLEY	3/21/2022	\$187.56	CFD Med Supply Organizers
27067	HEALTH PARTNERS	3/21/2022	\$5,729.93	March Employee Medical and Dental Insurance
27068	HENEPIN COUNTY FIRE CHIEFS	3/21/2022	\$2,550.00	6 CFD Blue Card SIM Training
27069	DANIEL HERMANN	3/21/2022	\$60.00	Snow Removal
27070	IMAGE TREND INC.	3/21/2022	\$240.00	Annual Fee State Fire Bridge CAD
27071	INTERSTATE BATTERY SYSTEM	3/21/2022	\$45.97	CFD Batteries
27072	DEB LARSEN	3/21/2022	\$50.00	Deposit Refund
27073	LEAGUE OF MINNESOTA CITIES	3/21/2022	\$52,541.00	City Vehicle Insurance
27074	LOOMIS DEVELOPMENT LLC	3/21/2022	\$35.00	Overcharged permit 22-10
27075	METRO WEST INSPECTION SER	3/21/2022	\$6,323.24	February Permits Finaled
27076	MID COUNTY CO-OP	3/21/2022	\$25.00	Kerosene
27077	EVELYN MILLER	3/21/2022	\$50.00	Deposit Refund
27078	MN DEPT OF HEALTH	3/21/2022	\$23.00	DK Water Supply Operator Renewal
27079	MN STATE FIRE CHIEFS ASSN.	3/21/2022	\$570.00	M Ruff FOTOS Attendee
27080	MN VALLEY ELECTRIC COOPER	3/21/2022	\$263.20	2140 N Village Parkway
27081	MN VALLEY TESTING LABS	3/21/2022	\$143.50	Water Analysis
27082	OVERLINE & SONS, INC.	3/21/2022	\$1,500.00	Vactor Services
27083	PIONEER CRITICAL POWER	3/21/2022	\$271.02	Semi Annual Generator Service
27084	PREMIUM WATERS, INC.	3/21/2022	\$18.56	CCC Drinking Water - March
27085	SUMMIT TREE EXPERTS	3/21/2022	\$5,664.38	Tree Removal Splash Pad
27086	VERIZON WIRELESS	3/21/2022	\$210.06	CFD Communication - Februart
27087	VISA	3/21/2022	\$645.14	Membership Mn State Fire Chief Assn
27088	VOLUNTEER FIREFIGHTERS BE	3/21/2022	\$320.00	Annual Insurance Premium CFD
27089	XCEL ENERGY	3/21/2022	\$3,791.82	701 Lake St W / PW Maintenance Bldg
27090	ZOLL MEDICAL CORP	3/21/2022	\$11.40	CFD Med
<b>Total Checks</b>			<b>\$88,876.13</b>	

Clerk Treasurer

Date

FILTER: ((([Act Year]='2022' and [period] in (3))) and (Source in ('032122cr')))

## CITY OF COLOGNE

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**\*Check Detail Register©**

Batch: 032122cr

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 Checking</b>					
<b>27056</b>	03/21/22	<b>ACTIVE911, INC.</b>			
E 101-42200-310		Other Professional Serv	\$559.00	394181	Alert Subscription
		Total	\$559.00		
<b>27057</b>	03/21/22	<b>ALEX AIR APPARATUS, INC</b>			
E 101-42230-404		Repairs/Maint Machinery/	\$861.83	5083	Annual Compressor Service
		Total	\$861.83		
<b>27058</b>	03/21/22	<b>ALPHA WIRELESS COMMUNICATIONS</b>			
E 101-42200-501		Capital Outlay from Donati	\$1,704.35	14863	33 Pager Nylon Holsters
		Total	\$1,704.35		
<b>27059</b>	03/21/22	<b>BOLTON &amp; MENK, INC</b>			
E 101-41700-303		Engineering Fees	\$276.00	285030	Highway 284 Retaining Wall
E 101-43100-303		Engineering Fees	\$844.00	285031	Misc Engineering
E 101-43100-500		Capital Outlay (GENERAL	\$94.72	285032	Street & Utility Reconstruction
E 601-49400-500		Capital Outlay (GENERAL	\$31.08	285032	Street & Utility Reconstruction
E 602-49450-500		Capital Outlay (GENERAL	\$5.92	285032	Street & Utility Reconstruction
E 603-49570-500		Capital Outlay (GENERAL	\$16.28	285032	Street & Utility Reconstruction
E 603-49540-303		Engineering Fees	\$288.00	285033	Wastewater Treatment Facility
E 101-41700-303		Engineering Fees	\$740.00	285034	Winkler Crossing 3rd
		Total	\$2,296.00		
<b>27060</b>	03/21/22	<b>BRUESEHOFF SEED</b>			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
<b>27061</b>	03/21/22	<b>CENTERPOINT</b>			
E 601-48930-383		Gas Utilities	\$628.31		2224 Naples
E 602-49470-383		Gas Utilities	\$19.04		105 Benton St
		Total	\$647.35		
<b>27062</b>	03/21/22	<b>CINTAS CORPORATION</b>			
E 101-43100-417		Uniforms	\$30.01	4109654983	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$3.50	4109655307	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$29.09	4110322077	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$49.92	4110322442	Rugs, Mats, Mops, Towels
E 101-45100-401		Repairs/Maint Buildings	\$3.50	4111059470	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$29.09	4111681994	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$3.50	4111682269	Rugs, Mats, Mops, Towels
		Total	\$148.61		
<b>27063</b>	03/21/22	<b>CIRCLE K</b>			
E 101-42230-212		Motor Fuels	\$670.41		CFD Fuel
		Total	\$670.41		
<b>27064</b>	03/21/22	<b>CROWN COLLEGE</b>			
E 101-42220-208		Training and Instruction	\$450.00	71	EMT Refresher Class
		Total	\$450.00		

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**\*Check Detail Register©**

Batch: 032122cr

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>27065</b>	03/21/22	<b>EVERSON'S HARDWARE HANK INC</b>			
E 101-43100-404		Repairs/Maint Machinery/	\$159.00	011262856	Supplies for repairs
E 101-43100-210		Operating Supplies (GEN	\$59.80	011265160	Paper Towels
		Total	\$218.80		
<b>27066</b>	03/21/22	<b>SARAH FOLEY</b>			
E 101-42230-210		Operating Supplies (GEN	\$187.56		CFD Med Supply Organizers
		Total	\$187.56		
<b>27067</b>	03/21/22	<b>HEALTH PARTNERS</b>			
G 101-21706		Health/Dental Ins	\$5,729.93		March Employee Medical and Dental Insurance
		Total	\$5,729.93		
<b>27068</b>	03/21/22	<b>HENEPIN COUNTY FIRE CHIEFS</b>			
E 101-42220-208		Training and Instruction	\$2,550.00	22-012	6 CFD Blue Card SIM Training
		Total	\$2,550.00		
<b>27069</b>	03/21/22	<b>DANIEL HERMANN</b>			
E 101-43100-101		Wages and Salaries	\$60.00		Snow Removal
		Total	\$60.00		
<b>27070</b>	03/21/22	<b>IMAGE TREND INC.</b>			
E 101-42200-310		Other Professional Servic	\$240.00	132756	Annual Fee State Fire Bridge CAD
		Total	\$240.00		
<b>27071</b>	03/21/22	<b>INTERSTATE BATTERY SYSTEM OF M</b>			
E 101-42230-404		Repairs/Maint Machinery/	\$45.97	60080350	CFD Batteries
		Total	\$45.97		
<b>27072</b>	03/21/22	<b>DEB LARSEN</b>			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
<b>27073</b>	03/21/22	<b>LEAGUE OF MINNESOTA CITIES</b>			
E 101-41940-360		Insurance (GENERAL)	\$2,479.00		City Vehicle Insurance
E 101-42200-360		Insurance (GENERAL)	\$1,998.00		Liability CFD Buildings
E 101-45100-360		Insurance (GENERAL)	\$5,164.00		Liability Community Center
E 101-45200-360		Insurance (GENERAL)	\$4,186.00		Property Insurance Parks
E 601-49400-360		Insurance (GENERAL)	\$11,179.00		Property Insurance Water Utilities
E 602-49450-360		Insurance (GENERAL)	\$4,718.00		Sewer
E 101-41940-360		Insurance (GENERAL)	\$6,567.00		Ins Bobile Property/Equipment Breakdown
E 101-41940-360		Insurance (GENERAL)	\$10,846.00		Liability
E 101-41940-360		Insurance (GENERAL)	\$3,057.00		Liability General Govt Buildings
E 101-42200-360		Insurance (GENERAL)	\$2,347.00		CFD Vehicle Insurance
		Total	\$52,541.00		
<b>27074</b>	03/21/22	<b>LOOMIS DEVELOPMENT LLC</b>			
R 601-00000-37170		Water Permit	\$17.50		Overcharged permit 22-10
R 602-00000-37265		Sewer Permit	\$17.50		Overcharged permit 22-10
		Total	\$35.00		

## CITY OF COLOGNE

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**\*Check Detail Register©**

Batch: 032122cr

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>27075</b>	03/21/22	<b>METRO WEST INSPECTION SERVICES</b>			
E 101-42400-310		Other Professional Serv	\$6,323.24	3204	February Permits Finaled
		Total	\$6,323.24		
<b>27076</b>	03/21/22	<b>MID COUNTY CO-OP</b>			
E 101-43100-212		Motor Fuels	\$25.00	9967	Kerosene
		Total	\$25.00		
<b>27077</b>	03/21/22	<b>EVELYN MILLER</b>			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
<b>27078</b>	03/21/22	<b>MN DEPT OF HEALTH</b>			
E 601-49400-208		Training and Instruction	\$23.00		DK Water Supply Operator Renewal
		Total	\$23.00		
<b>27079</b>	03/21/22	<b>MN STATE FIRE CHIEFS ASSN.</b>			
E 101-42220-208		Training and Instruction	\$285.00		M Ruff FOTOS Attendee
E 101-42220-208		Training and Instruction	\$285.00		N Joos FOTOS Attendee
		Total	\$570.00		
<b>27080</b>	03/21/22	<b>MN VALLEY ELECTRIC COOPERATIVE</b>			
E 602-49470-381		Electric Utilities	\$0.00		2140 N Village Parkway
E 101-43160-381		Electric Utilities	\$263.20		Street Light Account
E 601-49400-381		Electric Utilities	\$0.00		
E 101-43160-381		Electric Utilities	\$0.00		2043 Village Parkway Light
		Total	\$263.20		
<b>27081</b>	03/21/22	<b>MN VALLEY TESTING LABS</b>			
E 602-49450-311		Analysis	\$143.50	1132594	Water Analysis
		Total	\$143.50		
<b>27082</b>	03/21/22	<b>OVERLINE &amp; SONS, INC.</b>			
E 602-49450-312		Contractual Services	\$1,500.00	1049	Vactor Services
		Total	\$1,500.00		
<b>27083</b>	03/21/22	<b>PIONEER CRITICAL POWER</b>			
E 101-42230-312		Contractual Services	\$271.02	180720.075	Semi Annual Generator Service
		Total	\$271.02		
<b>27084</b>	03/21/22	<b>PREMIUM WATERS, INC.</b>			
E 101-43100-200		Office Supplies (GENERA	\$18.56		CCC Drinking Water - March
		Total	\$18.56		
<b>27085</b>	03/21/22	<b>SUMMIT TREE EXPERTS</b>			
E 101-45200-310		Other Professional Serv	\$5,664.38	1378	Tree Removal Splash Pad
		Total	\$5,664.38		
<b>27086</b>	03/21/22	<b>VERIZON WIRELESS</b>			
E 101-42230-320		Communications (GENER	\$210.06	9900842879	CFD Communication - Februat
		Total	\$210.06		

## CITY OF COLOGNE

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**\*Check Detail Register©**

Batch: 032122cr

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>27087</b>	03/21/22	<b>VISA</b>			
E 101-42200-433		Dues and Subscriptions	\$645.14		Membership Mn State Fire Chief Assn
		Total	\$645.14		
<b>27088</b>	03/21/22	<b>VOLUNTEER FIREFIGHTERS BENEFIT</b>			
E 101-42200-360		Insurance (GENERAL)	\$320.00		Annual Insurance Premium CFD
		Total	\$320.00		
<b>27089</b>	03/21/22	<b>XCEL ENERGY</b>			
E 101-41940-381		Electric Utilities	\$0.00		701 Lake St W / PW Maintenance Bldg
E 101-42210-381		Electric Utilities	\$0.00		Louis Hall
E 101-43100-381		Electric Utilities	\$18.02		Storage Shed / PW Facility
E 101-43160-381		Electric Utilities	\$204.70		1108 Village Pkwy Street Light / Street Light
E 101-45200-381		Electric Utilities	\$13.84		3002 Gold Nuggett Dr / Lions Park Tennis Courts
E 601-49400-381		Electric Utilities	\$13.97		Well #3/ 2224 Naples / Water Tower and Wells
E 602-49450-381		Electric Utilities	\$0.00		WWTP
E 602-49470-381		Electric Utilities	\$34.02		115 Paul Ave S / Lift Stations
E 101-45100-381		Electric Utilities	\$3,466.09		Cologne Community Center
E 101-43100-381		Electric Utilities	\$41.18		201 Benton
		Total	\$3,791.82		
<b>27090</b>	03/21/22	<b>ZOLL MEDICAL CORP</b>			
E 101-42230-210		Operating Supplies (GEN	\$11.40	3452429	CFD Med
		Total	\$11.40		
		<b>10100 Checking</b>	\$88,876.13		

## Fund Summary

**10100 Checking**

101 GENERAL FUND	\$70,241.01
601 WATER FUND	\$11,892.86
602 SEWER FUND	\$6,437.98
603 STORM WATER FUND	\$304.28
	\$88,876.13

Clerk Treasurer

Date

**City of Cologne Payroll**  
**15-Mar-22**

Employee		EFT	\$ 11,686.45	March 15, 2022 Payroll
IRS	921E	EFT	\$ 4,386.85	March 15, 2022 Payroll
MN Department of Revenue	922E	EFT	\$ 750.42	March 15, 2022 Payroll
PERA	923E	EFT	\$ 2,416.23	March 15, 2022 Payroll
Deferred Compensation	924E	EFT	\$ 507.50	March 15, 2022 Payroll
Health Savings Account	925-927E	EFT	\$ 1,638.76	March 15, 2022 Payroll
		<b>Total</b>	<u>\$ 21,386.21</u>	

**CITY OF COLOGNE  
RESOLUTION NO. 22-06  
RESOLUTION ACCEPTING DONATION**

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

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

<u>Name of Donor</u>	<u>Amount</u>
Cologne Lions on behalf of Cheryl Fritz	\$2,600.00

and,

**WHEREAS,** The Cologne Lions is requesting that the \$2,600.00 be used to purchase and install two park benches through the Cologne Bench Sponsorship program and,

**WHEREAS,** The City Council finds that this is appropriate, and the City will accept this donation.

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

1. The donation described above is accepted and shall be used for the purposes described.
2. The City Administrator 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 March 21<sup>st</sup>, 2022.

Approved:

\_\_\_\_\_  
Matt Lein  
Mayor

Attested:

\_\_\_\_\_  
Michelle Morrison  
City Clerk

M/ \_\_\_\_\_

Lein \_\_\_\_\_

Szaroletta \_\_\_\_\_

Kells \_\_\_\_\_

S/ \_\_\_\_\_

Bruss \_\_\_\_\_

Lenzen \_\_\_\_\_





Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division (AGED)  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses  
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Cologne License Period From: 4/1/2022 To: 6/30/2022

Circle One: New License ☒ License Transfer Tom Burkhardt Burkys Suspension Revocation Cancel \_\_\_\_\_  
(former licensee name) (Give dates)

License type: (check all that apply) ☒ On Sale Intoxicating ☒ Sunday Liquor ☐ 3.2% On sale ☐ 3.2% Off Sale

Fee(s): On Sale License fee: \$ \_\_\_\_\_ Sunday License fee: \$ \_\_\_\_\_ 3.2% On Sale fee: \$ \_\_\_\_\_ 3.2% Off Sale fee: \$ \_\_\_\_\_

Licensee Name: Cologne Corral LLC DOI \_\_\_\_\_ al Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name Paul Trnka Business Address 505 West Lake Street Cologne

Zip Code 55322 County Cannock Business Phone 952-466-3328 Home Phone 612-743-5450

Home Address 9990 Orchard Rd City Cologne

Licensee's Federal Tax ID # \_\_\_\_\_ Licensee's MN Tax ID# \_\_\_\_\_  
3)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Paul Alan Trnka January 20, 1966 9990 Orchard  
Partner/Officer Name (First Middle Last) DOB Social Security # Home Address  
Cologne MN  
55322

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Partner/Officer Name (First Middle Last) DOB Social Security # Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

☐ Yes ☒ No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: \_\_\_\_\_ Policy # \_\_\_\_\_

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**ON SALE INTOXICATING LIQUOR LICENSEES ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at <https://dps.mn.gov/divisions/age/Pages/default.aspx>**





Minnesota Department of Public Safety  
ALCOHOL AND GAMBLING ENFORCEMENT  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
OFFICE (651) 201-7510 FAX (651) 297-5259 TTY (651) 282-6555  
DPS.MN.GOV

**APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE**  
No license will be approved or released until the \$20 Retailer ID Card fee is received

**PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY.**  
**INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.**

Licensee's MN Sales and Use Tax ID # In Process To apply for a MN sales and use tax ID #, call (651) 296-6181  
Licensee's Federal Tax ID # 88-1074638 Licensees must register with the Federal Tax and Trade Bureau (TTB),  
for information call (513) 684-2979 or 1-800-937-8864

**Applicant:**

Licensee Name (Business, Partnership, Corporation) <u>Cologne Corral LLC</u>		Business Name (DBA) <u>Cato Corral Bar &amp; Grill</u>		Social Security # <u>[REDACTED]</u>
Physical Business Address <u>505 West Lake Street</u>		License Period From <u>4/1/2022</u> To <u>6/30/2022</u>		<u>[REDACTED]</u>
City <u>Cologne</u>	County <u>Cannon</u>	State <u>MN</u>	Zip Code <u>55322</u>	
E-mail Address <u>paultrnka@gmail.com</u>	Business Phone Number <u>952-466-3328</u>		Applicant's Home Phone # <u>612-743-5450</u>	

If a Corporation, LLC, or Partnership - state name, date of birth, Social Security # address, title, and Percent Owned by each officer.

Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
<u>Paul Alan Trnka</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>President</u>	<u>100%</u>	<u>9990 Orchard Rd Cologne MN 55322</u>
Partner Officer (First, middle, last)			Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Home Address
Partner Officer (First, middle, last)	DOB	SS#	Title	Percent	Address, City, State, Zip Code

1. If a corporation, date of incorporation \_\_\_\_\_, state incorporated in \_\_\_\_\_ If a subsidiary of any other corporation, so state \_\_\_\_\_.

If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?

Yes ☐ No ☐

2. Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state. Main floor

3. Is establishment located near any state university, state hospital, training school, reformatory or prison?

☐ Yes ☒ No. If yes, state approximate distance.

4. Name and address of building owner Paul Trnka 9990 Orchard Rd Cologne, mn

Has owner of building any connection, directly or indirectly, with applicant? ☒ Yes ☐ No

55322

## Proposal for Specialized Janitorial Services

### Location:

Cologne Community Center  
1211 Village Parkway  
Cologne, MN 55322

### Presented Options for Cleaning Services:

#### Option 1:

Janitorial Cleaning Services - 2 days per week: \$850.00 per month\*

1 day each week; community center and city offices,  
2nd day each week; Community and public spaces only cleaned -

Gymnasium: \$278.00 per month\*

1 day each week: Auto-scrub floor and cleaning tasks outlined in  
the checklist  
2nd day each week: Dust mop floor only

#### Option 2:

Janitorial Cleaning Services: Friday/Weekend- 1 day per week

\$500.00 per month\*

Gymnasium: 1 day each week, Autoscrub and cleaning tasks outlined in  
checklist:

\$215.00 per month\*

\* Does not include sales tax

Acceptance of Proposal: The prices, specifications and terms outlined above are  
satisfactory and are hereby accepted. You are authorized to do the work as specified.

This agreement shall take effect on: \_\_\_\_\_

\_\_\_\_\_  
Jesse Dickson

Cologne Community Center

\_\_\_\_\_  
Tanya Knisely

Jostan Services, Inc.



Gilbert Mechanical Contractors, LLC  
Gilbert Electrical Technologies  
5251 West 74<sup>th</sup> Street  
Minneapolis, MN 55435  
Phone: (952) 835-3810  
Fax: (952) 835-4765

**HVAC • Plumbing • Electrical • Controls • Fire Protection • Service**

<b>Company:</b>	City of Cologne	<b>Date:</b>	3/18/2022
<b>Street:</b>	1211 Village Parkway	<b>Project:</b>	Replacement of Compressor in Heat Pump #3
<b>City/State:</b>	Cologne, MN		
<b>ATTN:</b>	Jesse Dickson	<b>Pages</b>	1

**Proposal**

Gilbert Mechanical Contractors will provide the necessary labor and materials to complete the following at 1211 Village Parkway in Cologne:

**Replacement of Compressor in Heat Pump #3**

Provide and install new direct replacement Copeland Scroll compressor to serve the fitness/locker room 6 – ton FHP heat pump. Work specifically includes: new compressor, filter drier, removal & disposal of old parts, wiring connections, refrigerant recovery, vacuum pump use, rigging, labor, material, taxes, check/test/start, and a one – year labor & material warranty one the newly installed compressor.

**Amount: \$5,583.00**

**Note:** The new compressor has a lead time of 1 week from the date of order.

**Exclusions:**

Work to be performed during normal working hours.  
We have assumed existing refrigerant can be reused.  
We plan on reusing the existing thermal expansion valve.

Payment Terms: Project will be invoiced monthly as work progresses. Invoice terms are net 30 days.

**Proposed By:**  
Gilbert Mechanical Contractors, LLC

**Accepted By:**

Carl Aldag Date: 3/18/2022

\_\_\_\_\_ Date: \_\_\_\_\_

Carl Aldag  
HVAC Project Manager

Print Name: \_\_\_\_\_



**BOLTON  
& MENK**

Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

March 3, 2022

City of Cologne  
Attn: Jesse Dickson  
1211 Village Parkway  
PO Box 120  
Cologne, MN 55322

RE: Winkler Crossing 4<sup>th</sup> Addition  
Plan Review

Dear Mr. Dickson:

We have completed an engineering review of the information submitted for the above referenced project. Our review is based on the plans and plat bearing the general title "Winkler Crossing 4th Addition", dated February 7, 2022, prepared by James R. Hill, Inc, for Loomis Development, LLC.

We offer the following comments and recommendations for your consideration:

**General:**

- 1) This review assumes the sanitary sewer, watermain and storm sewer facilities will be owned operated and maintained by the City. If this assumption is incorrect, additional review comments may be appropriate.
- 2) Several permits are required for the proposed improvements, including but not limited to MPCA sewer extension, MDH watermain extension, NPDES, CCWMO, etc. Copies of all permits shall be submitted for the project files prior to construction.
- 3) The submitted information should be submitted to CCWMO and the Fire Chief for review and comment.

**Watermain:**

- 1) A gate valve shall be added at the connection to existing watermain in all locations for testing purposes.
- 2) The proposed gate valve on the north leg of Street A should be eliminated. A valve will be required at the connection point in future phases.

- 3) Gate valves shall be added on the north and south side of the tee at Winkler Trail North and Prairie View Drive.
- 4) There are several high points in the watermain shown on the plan with no corresponding hydrant. Hydrants shall be added, or relocated to the high point location, or the high point shall be eliminated or moved in the following locations:
  - a. 7+50 Prairie View Drive
  - b. 12+00 and 21+25 Winkler Trail North

**Grading, Drainage and Erosion Control:**

- 1) Verify the constructability of all manhole sizing and depths.
- 2) Maximum structure depths are as follows:
  - a. 2x3: 4 feet
  - b. 27": 3 feet
- 3) Insulate all storm sewer and watermain, water service, and sanitary service crossings with less than 3 feet of vertical separation.
- 4) Verify that the drainage and utility easement and pond slopes around all ponds are a minimum of 10' wider than the HWL and encumber an access area with a maximum slope of 4:1 from HWL to easement limit.
- 5) All turf areas of Outlot A that will be owned by the City, are intended as park or ball field, and will not be re-graded in future phases shall be seeded with MnDOT Seed Mix 25-131. The seed shall be applied at 150% of the rate specified in the MnDOT Seeding Manual. The area shall have 6" of topsoil, graded to finished contours and be free of ruts, rocks, debris and construction materials. Topsoil shall be loosened to its full depth, prior to seeding.

**Easements and Plat:**

- 1) All public utilities not located in the right-of-way shall be located in easements with a minimum width of 1:1 from pipe invert to finished ground elevation, on each side of the pipe, plus 5'. (Example: utility at 10' deep, easement width = 25', 12.5' each side of the pipe). Said easements shall have a minimum width of 20'.

City of Cologne  
RE: Winkler Crossing 4<sup>th</sup> Addition  
Plan Review

The plans appear to be acceptable from an engineering perspective, contingent upon the comments addressed herein.

We are available to discuss this matter at your convenience.

Respectfully Submitted,  
**Bolton & Menk, Inc.**

A handwritten signature in black ink, appearing to read 'John K. Swanson', with a long horizontal flourish extending to the right.

John K. Swanson

cc: Jake Saulsbury, P.E.  
Cindy Nash, City Planner  
Jacob Saufley, City Atty

# Collaborative Planning, LLC

## MEMORANDUM

To: Jesse Dickson, City Administrator

From: Cindy Nash, City Planner

Date: March 4, 2022

Subj: Planning Review Comments – Winkler Crossing 3<sup>rd</sup> Addition Final Plat and Plans dated February 7, 2022

---

I have reviewed the final plat and plans dated February 7, 2022 and have the following comments.

1. Engineering comments will be included within a separate memo.
2. A title commitment shall be provided prior to the Final Plat being on the City Council agenda.
3. The landscape plan general notes should be changed to require a minimum of 6" topsoil on all areas disturbed by construction.

cc: Jake Saulsbury, Bolton and Menk  
Jake Saufley, Melchert Hubert Sjodin

# Collaborative Planning, LLC

## ***MEMORANDUM***

---

**TO:** Honorable Mayor and Council

**FROM:** Cindy Nash, AICP, City Planner

**MEETING DATE:** March 21, 2022

**SUBJECT:** **Winkler Crossing 4<sup>th</sup> Addition** for (1) Final Plat

**APPLICANT:** Loomis Development, LLC

**LOCATION:** Generally located north of 122<sup>nd</sup> Street and west of TH 284

**COMPREHENSIVE PLAN:** Low-Density Residential

### **Description of Request**

Loomis Development, LLC is proposing to final plat their second phase to be known as Winkler Crossing 4<sup>th</sup> Addition, consisting of 40 lots and 2 outlots.

A copy of the plans for the development of the site are included for your consideration.



## **Item 1: Recommendation on Final Plat**

### **Conformance with Preliminary Plat and PUD**

The Final Plat is in substantial conformance with the approved preliminary plat, PUD, and conditions contained in the resolutions associated with its approval.

### **Land Use (In this Phase)**

The proposed land use of the lots is for single-family residential. Outlots A and B are reserved for future development.

### **Access, Roads, Pedestrian Circulation**

The plans identify that two roads will be constructed on the property. Prairie View Drive will be extended to the north, and Winkler Trail North will be extended to an intersection with Prairie View Drive. Sidewalks will be installed on one side of each street.

### **Park Dedication**

Park dedication will be calculated by determining the amount of fee-in-lieu of dedication owed (40 units at \$2,311/unit = \$92,440).

### **Recommendation on Final Plat**

The Planning Commission recommended approval of the Final Plat, subject to the conditions contained within Resolution #22-07.

**CITY OF COLOGNE  
CARVER COUNTY, MINNESOTA  
RESOLUTION NO. 22-07**

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN  
AS WINKLER CROSSING 4th 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 C, WINKLER CROSSING 3<sup>rd</sup> 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 March 7, 2022 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 4th 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 March 3, 2022 and Collaborative Planning dated March 4, 2022 (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 3<sup>RD</sup> 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”):

- i. Plan sheets and dates to be inserted.

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 May 20, 2022.

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 May 20, 2022.
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 of WINKLER CROSSING 4<sup>th</sup> 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.
17. A current title commitment shall be provided for the review of the City Attorney before the Final Plat is released for recording.
18. 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.
19. Per the Development Agreement for WINKLER CROSSING 3<sup>RD</sup> ADDITION, the Developer has a credit of \$158,435.80 that is carried forward to this WINKLER CROSSING 4<sup>TH</sup> ADDITION. The Development Agreement shall memorialize the use of the carry-over credit and specify how any additional carryover park dedication credit remaining for future phases. Park dedication for Outlots A and B of WINKLER CROSSING 4<sup>th</sup> ADDITION shall be paid at the time of future platting and development of said outlots and is not being charged at this time.
20. 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 of WINKLER CROSSING 3<sup>RD</sup> ADDITION located west of the pond shall be constructed from Winkler Trail North to the existing trail in Outlot A.
21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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 15<sup>th</sup> in a given year in which case the sod must be installed by July 15<sup>th</sup> 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 15<sup>th</sup> in a given year, in which case the sod must be installed by June 15<sup>th</sup> 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 15<sup>th</sup> in a given year, in which case the sod must be installed by June 15<sup>th</sup> 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.

- 29. 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.
- 30. 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.
- 31. 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 \_\_\_\_ ayes and \_\_\_\_ nays effective on the 21<sup>st</sup> day of March, 2022.

Approved:

\_\_\_\_\_  
Matt Lein  
Mayor

Attested:

\_\_\_\_\_  
Michelle Morrison  
City Clerk

M/\_\_\_\_\_

Lein\_\_\_\_\_

Szaroletta\_\_\_\_\_

Kells\_\_\_\_\_

S/\_\_\_\_\_

Bruss\_\_\_\_\_

Lenzen\_\_\_\_\_

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draft1.docx  
March 18, 2022

# EXHIBIT A

## Final Plat

**PLAT FILE NO.**  
C.R. DOC. NO.

**WINKLER CROSSING 3RD ADDITION**

**OWNER:** JAMES R. HELL, INC.  
12000 1/2 W. 120TH ST. S.W. 120TH ST. S.W. 120TH ST. S.W.

**REMARKS:**

1. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

2. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

3. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

4. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

5. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

6. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

7. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

8. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

9. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

10. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

**NOTES:**

1. The plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Ramsey County, Minnesota.

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EXHIBIT B



WINKLER CROSSING 4<sup>TH</sup> ADDITION  
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, 2022, by and between the City of Cologne, a  
Minnesota municipal corporation (the "City"), and Loomis Development, LLC, a Minnesota  
limited liability company (the "Developer").

RECITALS

- A. The Developer is the owner of certain real estate (collectively referred to as the  
"Property") located in Carver County, Minnesota, described on **Exhibit A** attached hereto.
- B. The Developer proposes to develop the Property for:
1. Residential use encompassing lots 1-9, Block 1; lots 1-7, Block 2; lots 1-8,  
Block 3; lots 1-7, Block 4; lots 1-3, Block 5; and lots 1-6, Block 6, all in  
WINKLER CROSSING 4<sup>TH</sup> ADDITION (the "Residential Lots");

2. Use by the Developer to plat into lots and right of way in the future encompassing Outlot A and Outlot B (the “Future Lots”); and all in a plat entitled WINKLER CROSSING 4<sup>TH</sup> ADDITION to be filed in the records of the Carver County Recorder.

C. The Outlots A and B depicted on WINKLER CROSSING 3<sup>RD</sup> ADDITION were conveyed to the City for use by the City, free and clear of liens and encumbrances, for park, open space, trail, utility, and surface water management as part of WINKLER CROSSING 3<sup>RD</sup> ADDITION final plat approval.

D. The Developer has presented and received preliminary approval from the Planning Commission and the City Council for the subdivision and development of the Property.

E. By Resolution No. 20-10 adopted on May 4, 2020, the Developer has received approval for amending the PRD for the Property, and by Resolution No. 20-11 adopted on May 4, 2020, the Developer has received preliminary plat approval from the City Council.

F. By Resolution No. 20-23 adopted on October 19, 2020, the Developer has received final plat approval from the City Council for the subdivision and development of WINKLER CROSSING 3<sup>RD</sup> ADDITION. In consideration of City approval of both the preliminary plat and the final plat, Developer was required to construct and install certain improvements and perform certain obligations, all of which are more particularly set forth in approving Resolution Nos. 20-10, 20-11, 20-23, and in the Developer’s Agreement recorded as Document No. A710763 in the Carver County Recorder’s Office (the “3<sup>RD</sup> ADDITION Developer’s Agreement”).

G. The Developer has presented to the Planning Commission and the Planning Commission has recommended that the City Council approve the subdivision and development of the Property.

H. By Resolution No. 22-07 adopted on March 21, 2022, the Developer has received final plat approval from the City Council for the subdivision and development of the Property. In consideration of City approval of both the preliminary plat and the final plat, Developer is required to construct and install certain improvements and perform certain obligations, all of which are more particularly set forth in approving Resolution Nos. 20-10, 20-11, 20-23, 22-07 and in this Agreement.

I. As a condition precedent to the effectiveness of this Agreement, the Developer must acquire fee title to the Property.

#### AGREEMENT

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

#### ARTICLE I

#### GENERAL PROVISIONS

1.01 Payment of City Costs. Upon execution of this Agreement, the Developer shall pay to the City Clerk/Treasurer a deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to be used by the City to defray its out-of-pocket costs in: (i) preparing and administering this Agreement; and (ii) monitoring and inspecting the installation of the Improvements (as hereinafter defined). The out-of-pocket costs to be paid shall include, but not be limited to, reasonable attorneys' fees, engineering fees, other technical or professional assistance and the work of City staff and employees. The Developer may review any invoices

paid out of the deposit and express any objection to such payment first to the City Administrator and, if not resolved by the City Administrator in a manner satisfactory to the Developer, then to the City Council. The Developer must make additional deposits from time to time as may be determined necessary by the City to maintain the deposit at a level of not less than Five Thousand and 00/100 Dollars (\$5,000.00), within ten (10) business days after written notice from the City Administrator that the balance of the deposit is less than Five Thousand and 00/100 Dollars (\$5,000.00). The Developer shall pay the monthly invoices from the City within thirty (30) days of issuance. Upon the completion of all work required by this Agreement and the acceptance of the Improvements by the City, any balance remaining shall be refunded to the Developer.

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

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

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

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

1.06 Releases. When a Residential Lot has been sold, the Developer may provide to the City an instrument in recordable form that releases said Residential Lot from this Agreement. The City agrees to execute the instrument of release when the conditions of this Agreement have been met, provided that the City may withhold the execution of the instrument if Developer is in default of any of its obligations under this Agreement. All costs of preparing and recording the releases are the responsibility of the Developer or its successor-in-interest.

1.07 Recording. Simultaneous with the execution of this Agreement, Developer will file the final plat for WINKLER CROSSING 4<sup>TH</sup> ADDITION with the Carver County, Minnesota Recorder. The Developer will coordinate the order of recording of the final plat, easements, and related documents with the City Planner and a title company selected by Developer but approved by the City Planner.

1.08 Approving Resolutions. Developer shall comply with all terms and conditions contained in Resolution No. 22-07 approving the final plat of the Property including any requirements, reports, or resolutions incorporated into Resolution Nos. 20-10 and 20-11 by reference. The Developer shall comply with all requirements of the City Engineer set forth in his reports dated March 3, 2022 and of the City Planner in her letters dated March 4 and March 21, 2022, report dated March 7, 2022, and any subsequent comments or review letters from the City Engineer and/or Planner.

## ARTICLE II

### CONSTRUCTION OF IMPROVEMENTS

2.01 Agreement to Construct Improvements. The Developer agrees to construct the street, utility, trail, stormwater, park, and other improvements (the “Improvements”) required

for the development of the Property which shall be installed under the terms and conditions herein set forth:

- A. Street grading, graveling and stabilizing, including the construction of berms and boulevards (hereinafter called the "Street Improvements").
- B. Storm sewers and ponds/basins, including all necessary catch basins, manholes, skimmer structures, overflow structures, drain tile, inlets, and other appurtenances (hereinafter called the "Storm Sewer Improvements").
- C. Sanitary sewer laterals or extensions (hereinafter called the "Sanitary Sewer Improvements").
- D. Water main laterals or extensions, including all necessary building services, hydrants, valves, fittings, and other appurtenances (hereinafter called the "Water Main Improvements").
- E. Permanent street surfacing including concrete curb and gutter (hereinafter called the "Permanent Street Improvements").
- F. Standard street name signs and traffic signs on all newly opened intersections and streets (hereinafter called the "Traffic Sign Improvements").
- G. Grading of the Property and construction of building pads (hereinafter called the "Site Grading Improvements").
- H. Streetlights and installation of streetlights consistent with the streetlight plans from Xcel and maintenance plan, each as approved by the City (hereinafter called the "Street Light Improvements").

- I. Landscaping and installation of grass, trees, and shrubs consistent with the approved landscape plan (hereinafter called the "Landscape Improvements").
- J. Sidewalk/Trail Improvements consistent with the approved street plans (hereinafter called the "Sidewalk/Trail Improvements").
- K. Relocation of existing overhead utility lines and placement underground (hereinafter called the "Utility Lines Improvements").

All Improvements must be constructed in conformance with the plans and specifications that shall be approved by the City Engineer prior to release of the final plat for recording (the "Approved Plans"). The Developer must, prior to release of the final plat, provide the plans and specifications in electronic format with the City's standard signature block detail for signature by the City Engineer and the City's Municipal Services Department. The City will save, archive, and distribute the electronic copy of the Approved Plans. A copy of the Approved Plans bearing the certification of the City Engineer must be filed with the City Clerk concurrent with the execution of this Agreement. The Approved Plans for WINKLER CROSSING 4<sup>TH</sup> ADDITION were prepared by James R. Hill, Inc. for the Developer dated February 7, 2022 unless otherwise noted below and contain the following plan sheets:

- 1. Title Sheet (Sheet 1.0)
- 2. Existing Conditions (Sheet 1.1)
- 3. Existing Drainage Map (Sheet 1.2)
- 4. Erosion and Sediment Control Plan (Sheet 2.1)
- 5. Erosion and Sediment Control Plan Topsoil Management Plan (Sheet 2.2)



6. Erosion and Sediment Control Plan Seeding Plan (Sheet 2.3)
7. Erosion and Sediment Control Notes (Sheets 2.4 to 2.5)
8. Erosion and Sediment Control Details (Sheet 2.6)
9. Grading and Drainage Plan Overall (Sheet 3.0)
10. Grading and Drainage Plan (Sheet 3.1)
11. Grading and Drainage Plan (Sheet 3.2)
12. Grading and Drainage Plan (Sheet 3.3)
13. Grading and Drainage Plan Wetland Buffers (Sheet 3.4)
14. Sanitary Sewer and Watermain Construction Prairie View Drive (Sheet 4.1)
15. Sanitary Sewer and Watermain Construction Winkler Trail North (Sheet 4.2)
16. Sanitary Sewer and Watermain Construction Street A (Sheet 4.3)
17. Storm Sewer Construction (Sheets 5.1 to 5.4)
18. Street Construction Prairie View Drive/Street A (Sheet 6.1)
19. Street Construction Winkler Trail North (Sheet 6.2)
20. Street Construction Bituminous Trail/Signage Plan (Sheet 6.3)
21. Construction Details (Sheets 7.1 to 7.3)

All labor and work will be done and performed in the best and most workmanlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be approved by the City Engineer in writing. Additionally, the Developer must resolve to the satisfaction of the City Engineer the issues raised in letter dated March 3, 2022 and to the satisfaction of the City Planner the issues raised in the letters dated March 4 and March 21, 2022

and report dated March 7, 2022 set forth in Resolution No. 22-07 and any subsequent review and comment letters from the City Engineer and the City Planner. Additionally, the Developer must resolve any unsatisfied issues raised by the City Engineer in the letters August 14 and September 17, 2020, and to the satisfaction of the City Planner the issues raised in a letter dated September 3, 2020 set forth in Resolution No. 20-23, and letters and memos set forth in Resolution Nos. 20-10 and 20-11, and any subsequent review and comment letters from the City Engineer and the City Planner. The Developer must not proceed with construction of the Improvements until it has all permits and approvals in place from applicable governmental agencies and the construction of the Improvements must be in conformance with such permits and approvals.

2.02 Staking, Surveying and Inspections. Developer, through its engineer, shall provide all staking, surveying, and resident inspection for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for the general inspection. Developer must notify the City Engineer of all tests to be performed. Copies of all soil testing, correction areas, and density tests for all structures and public improvements must be submitted to the City upon completion.

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

2.04 Time for Developer's Performance: General Provision. The Developer agrees that it will commence work on the Improvements on or before May 1, 2022 and will have all work on Improvements, other than as excepted below, fully completed to the satisfaction and approval of the City Engineer and the City Council on or before October 31, 2022 subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other causes beyond the reasonable control of Developer (the "Force Majeure").

Notwithstanding any dates in this Agreement to the contrary, one winter season must occur between the installation of the first and second lifts of bituminous on any street. The second lift of bituminous may not be placed on any street between November 1 of one year and April 30 of the following year. The Developer must submit to the City a written schedule indicating both a proposed timeline and the progress schedule and order of completion of the work covered by this Agreement. The City Council may, at its discretion, extend the date(s) specified for completion upon receipt of written notice from the Developer of the existence of causes over which Developer has no control but will delay the completion of the Improvements. Whenever an extension of the date of completion is granted by the City Council, Developer must continue the financial security required by this Agreement to cover the work during the extension of time.

2.05 Records. Copies of all bids (unless the City Engineer's estimate is used to determine financial security under Section 2.11), change orders, suppliers, subcontractors, etc. detailing the work to be performed by the Developer must be timely provided to the City Engineer for its files.

2.06 Approval of Contractors. Any contractors selected by the Developer to construct and install all or any portion of the Improvements shall be subject to approval by the City which consent shall not be unreasonably withheld, conditioned, or delayed, and shall be deemed given unless the City disapproves in writing a particular contractor within ten (10) days after receipt of written request for approval thereof from the Developer. If the City so disapproves any contractor, the City shall state in writing, with reasonable specificity, the basis for such disapproval. The City reserves the right to require evidence of competency and adequate financial strength of any such contractors selected by the Developer. Prior to the commencement of construction of the Improvements by the Developer, Developer and its contractors shall attend a pre-construction meeting with the City Engineer. The Developer and its contractors may not commence construction of the Improvements without the consent of the City Engineer.

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

2.08 Final Inspection. Upon completion of the Improvements, the City Engineer or its designated representative, the City Engineer and representatives of the Developer's contractors

and/or engineer will make a final inspection of the work. Before the final payment is made to the contractor by the Developer, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans and the Developer's engineers shall submit a written statement attesting to the same. The final approval and acceptance of each addition of the development of the Property shall take the form of a resolution duly passed by the City Council, on the advice of the City Engineer.

2.09 As-Built Plans. Upon completion of the Improvements, the Developer shall provide the City with two full sets of reproducible record plans (including an as-built irrigation plan) as well as:

- A. Record plan and final plat submittal must include AutoCAD .dwg base/model files and layout sheets.
- B. All plans shall be drawn using Carver County Coordinate System.
- C. All layering in CAD drawings shall conform to National CAD Standards layering guidelines.
- D. All drawing files should be submitted in AutoCAD release 2013 edition or newer unless otherwise required by the City Engineer.
- E. Submittals should include pen table used for plotting plan sheets.
- F. All sanitary and storm sewer lines representing pipes must be continuous between structures, with endpoints snapped to the insertion point of the structures. The direction of the line must be drawn from upstream to downstream and represent the actual pipe location from the record plan field survey. All water main lines representing pipes must be continuous poly lines with breaks only at tees, crosses,

reducers, valves, and project limits. Force main should follow the same requirements as water main pipes. Line work must include updated object data attached to the appropriate entities described. (See Section K below for more information on object data).

- G. Blocks must be used to represent structures. The insertion point of the block must represent the record plan survey location of the center of the structure and be the same as the endpoint of the lines. The blocks that should be used can be provided by the City on a CD. The blocks should be rotated accordingly for the type of structure it represents. Outlet structures, flared end sections, valves, and hydrants must align correctly relative to the pipe. Catch basins must be rotated to be aligned to the curb. Block work must include updated object data attached to the appropriate entities described. (See Section K below for more information on object data.)
- H. An alternative to providing storm and sanitary sewer pipes and structures with object data attached is to provide CAD drawings with pipe networks. Pipe network data must provide invert and rim elevation, size, type, material, and casting information. Water pipe and structures must still be provided with object data attached.
- I. Services must be shown and be on their own layer.
- J. Ponds must be represented by two closed polylines, representing normal water level and high-water level.
- K. Object data attached to line/blocks must at a minimum include:

Structures/Blocks

*Layer Name*

*Rim Elevation (Storm and Sanitary)*

*Invert Elevation (Storm and Sanitary)*

*Casting Type (Storm and Sanitary)*

*Size*

*Top Nut Elevation (Water/Hydrant)*

Pipes/Lines

*Layer Name*

*Length*

*Pipe Size*

*From Invert Elevation (Storm and Sanitary)*

*To Invert Elevation (Storm and Sanitary)*

*Material*

Additionally, five (5) days prior to the preconstruction meeting, the Developer must provide plans for the Improvements in an electronic format consistent with the requirements of this section as required by the City Engineer.

2.10 Base Map Updating. Developer shall provide a cash fee for City base map updating in the amount of \$12.50 per Residential Lot or Outlot (40 x \$12.50 for a total of \$500.00) payable concurrent with the execution of this Agreement.

2.11 Financial Guaranty. Prior to the City signing the final plat for the Property and commencement of work on the Improvements, the Developer will furnish to the City cash, an irrevocable letter of credit, or pledge and payment agreement (the "Security") approved by the City Attorney in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is 125% of the City Engineer's estimated cost of the Improvements (including the landscape plan). This Security amount assumes that any previously existing Grading Agreement and Six Hundred Sixty-Eight Thousand Four Hundred Forty-Eight Dollars and 01/100 (\$668,448.01) Security for such Grading Agreement is terminated. If the prior Grading Agreement and Security for the

Agreement remain in place, the total Letter of Credit required by this Section 2.11 is reduced to \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Security must remain in place to secure Developer's obligations, but reduction in the Security may, in the discretion of the City Council, be granted upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The amount of reduction will first be approved by the City Engineer and then submitted to the City Council for action. The Security may not be reduced to less than 25% of the original amount for items 2.01 A, B, C, D, E, G, I, J, and K until all work required of the Developer by this Agreement has been completed and accepted by the City. Upon failure of the Developer to perform, and to cure the default after ten (10) days' written notice from the City, the City may declare this Agreement to be in default and the amount of the Security shall be paid over to the City. From the proceeds of the Security, the City shall be reimbursed for any reasonable attorneys' fees, engineering fees, or other technical or professional assistance, including the work of City staff and employees, and the remainder thereof shall be used by the City to complete the Improvements and fulfill any other obligations of the Developer pursuant to this Agreement. Any proceeds remaining after completion of the Improvements and acceptance by the City shall be paid to Developer. The Developer shall be liable to the City to the extent the Security is inadequate to reimburse the City its costs and pay for the completion of the Improvements. Except in the case of an emergency or the pending expiration of the letter of credit, the City will not draw upon the letter of credit without providing the Developer with five (5) days' written notice to cure the default which is the basis for the draw.

2.12 Insurance. The Developer shall, concurrent with the execution of the final plat, furnish proof of insurance acceptable to the City, covering any public liability or property by



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

2.13 Warranty Bond. Upon completion of the work of the Improvements and prior to acceptance by the City, the Developer and/or Developer's contractors shall be required to furnish to the City a two (2) year warranty bond guaranteeing the work of the construction of the Improvements to the City.

2.14 Erosion and Sediment Control and Street Cleaning. The Developer shall follow Best Management Practices Handbook and the reasonable directives of the City Engineer to control erosion and sediment, minimize dust and construction debris and keep the streets on the Property clean. Should the Developer fail to abide by the directives of the City Engineer, or City Building Official, the City may, after giving telephone notice to the Developer, undertake appropriate corrective actions at the expense of the Developer and recoup such expenses from either the deposit made pursuant to Section 1.01 or the Security posted pursuant to Section 3.10 hereof.

### ARTICLE III

### MISCELLANEOUS

3.01 Defaults. In the event of default by the Developer as to any of the Improvements to be performed by or any other obligation hereunder and after thirty (30) days' notice by the City to the Developer, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, unless the Developer has commenced the cure within said thirty (30) day period and is diligently proceeding to cure the default (with the exception of emergency situations). This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any Court for permission to enter the Property for such purpose. When the City does any work, the City may, in addition to other remedies, levy special assessments against any Residential Lots and Future Lots to recover the reasonable costs thereof, not to exceed the dollar amount set forth in Section 2.11 hereof. For this purpose, the Developer, for itself, its successors and assigns, expressly waives any and all procedural and substantive objections to such special assessments including, but not limited to, the hearing requirements and any claim that the assessment exceeds the benefit of the land so assessed. The Developer waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081. Nothing within this provision shall preclude the City from drawing upon any letter of credit posted by the Developer for any obligation of the Developer under this Agreement.

3.02 Indemnification. Notwithstanding anything to the contrary in this Agreement, except to the extent caused by willful misconduct of the City, its officials, agents, employees, or contractors, the City, its officials, agents, employees, or contractors, shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person or persons for any claim, demand, damage,

action, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. Except to the extent caused by the willful misconduct or negligence of the City, its officials, agents, employees, or contractors, the Developer will indemnify and hold the City, its officials, agents, employees, and contractors harmless from all such claims, demands, damages, actions, or causes of action and costs, disbursements and expenses of defending the same including, but not limited to, reasonable attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees.

3.03 Drainage of Sumps. All sumps installed in any residence constructed on any Residential Lot subject to this Agreement shall be hard plumbed to the exterior and shall ultimately discharge to the Sump Line service that is stubbed to the drainage and utility easement line at the front or rear of each lot.

3.04 Landscaping. Developer must complete the installation of the Landscape Improvements on or before October 31, 2022, subject to delays due to Force Majeure. Within thirty (30) days of the issuance of the first certificate of occupancy for any residence completed on any Residential Lot within WINKLER CROSSING 4<sup>TH</sup> ADDITION, Developer shall cause all the Residential Lots on which a single family home is located to be finished with a minimum of six (6) inches of topsoil in conformance with CCWMO requirements and sodded extending from the curb and gutter along the street to the rear of the structure on a line parallel to the street. All turf areas of Outlot A of WINKLER CROSSING 3<sup>RD</sup> ADDITION and Outlot A of WINKLER CROSSING 4<sup>TH</sup> ADDITION that will be owned by the City, intended for use as park or ball field, and will not be re-graded in future phases shall be improved with six (6) inches of topsoil in conformance with

CCWMO requirements and grass seed approved by the City Engineer. If the certificate of occupancy is issued between September 15 of one year and April 30 of the following year, the sodding must be completed by July 15 following the issuance of said certificate of occupancy. Concurrent with the installation of the first lift of bituminous, Developer shall sod the boulevards of all Residential Lots and Outlots abutting the streets in WINKLER CROSSING 4<sup>TH</sup> ADDITION as shown in the Approved Plans and shall maintain such sod until a certificate of occupancy is issued for such Residential Lot or Outlot. Individual Residential Lots and Outlot landscaping shall be consistent with the landscape plan approved by the City Planner. Conservation signage and, as needed, signage for wetlands and wetland buffers, shall be placed on Residential Lot corners and adjacent to Outlots to minimize encroachments and placing of surplus soil and fill in inappropriate locations.

3.05 Parkland Dedication. The Developer shall pay or make parkland dedication for the Residential Lots as follows:

- A. The Developer has a credit of \$158,435.80 carried forward and applicable to this WINKLER CROSSING 4<sup>TH</sup> ADDITION resulting from park improvements made on WINKLER CROSSING 3<sup>RD</sup> ADDITION. This credit shall be deducted from the park dedication fee for the forty (40) Residential Lots of \$92,440.00 (40 residential lots x \$2,311.00 per residential lot for a total of \$92,440.00).
- B. As a result the value of the credit for park improvements made on WINKLER CROSSING 3<sup>RD</sup> ADDITION noted in subparagraph A, which exceeds the cash park dedication fee required for WINKLER CROSSING 4<sup>TH</sup> ADDITION, the Developer shall be entitled to a credit against park dedication fees due when Outlot A and

Outlot B are developed (Sixty-Five Thousand Nine Hundred Ninety-Five and 80/100 Dollars [\$65,995.80]).

- D. Park dedication fees for Outlot A and Outlot B shall be paid at the time of future platting and/or development of Outlot A and Outlot B and the Developer may apply the credit in either pro rata or based on the preliminary plat density or may apply to pay the full park dedication fee per lot until the credits are exhausted.

3.06 Stormwater Detention Ponds and Best Management Practices. The Developer shall dedicate and survey all stormwater detention ponds and stormwater Best Management Practices (BMP's) to be maintained by the City. The Developer shall be responsible for storm sewer and BMP cleaning, holding ponds, and infiltration area dredging, as required by the City, until homes have been constructed on all Residential Lots. After written acceptance, which shall not be unreasonably withheld, conditioned, or delayed, the City will be responsible for the above stormwater maintenance.

3.07 Emergency Notification Siren. Forty and No/100 Dollars (\$40.00) per ERU for a total of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) shall be paid concurrent with the execution of this Agreement.

3.08 [Reserved].

3.09 Oversizing. The City shall reimburse the Developer for oversizing sanitary sewer and waterlines in excess of eight (8) inches in diameter as required by the City. Oversizing shall be paid at the incremental increase in the cost of the pipe installed over the cost of eight (8) inch pipe, plus twenty percent (20%). For water main oversizing, the City shall pay the Developer Eleven Thousand Three Hundred Twenty-Four and 29/100 Dollars (\$11,324.29). For sanitary

sewer oversizing, the City shall pay the Developer Four Thousand Seven Hundred Two and 55/100 Dollars (\$4,702.55); both amounts include the pipe oversizing and the twenty percent (20%) handling.

3.10 Additional Security. As Security for the obligations of the Developer not specifically provided for in Sections 1.01 and 2.11, the Developer shall provide to the City, in a form acceptable to the City Attorney, an irrevocable letter of credit or cash deposit in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00). This amount may be added to the letter of credit provided by the Developer pursuant to Section 2.11 and shall be additional to any security provided under the 3<sup>RD</sup> ADDITION Developer's Agreement. Except in the case of an emergency or the pending expiration of the letter of credit, the City will not draw upon the letter of credit without providing the Developer five (5) days' written notice to cure the default which is the basis for the draw. The Developer may, from time to time, request the City to reduce the amount of the letter of credit. The City shall release the letter of credit when the Developer has performed all of its obligations under the terms of this Agreement.

3.11 Permits/Restrictions on Issuance. If the Developer fails to comply with any of the provisions of this Agreement and such default continues after notice and expiration of any applicable cure period, the City may refuse to issue a building permit or a certificate of occupancy for any Residential Lot on the Property. Developer shall endeavor to cause its successors in interest to the Residential Lots to inform purchasers of any Residential Lots(s) of the existence of this Agreement and the obligations and restrictions created herein prior to the completion of the sale of such Residential Lot to such purchaser. Developer agrees to save and hold City harmless

from any and all claims or actions brought by third parties arising from the withholding or the right to withhold the issuance of such permits and certificates.

3.12 Stormwater Pond Maintenance. The City will be responsible for maintenance of stormwater ponds after acceptance of the Improvements by the City. The Developer shall clean out pipe and ponds when construction is done and survey/as-built ponds, pipe, drain tile, infiltration basins, etc. before final acceptance and the City takes maintenance responsibility.

3.13 Signage. Until the earlier of: (i) August 30, 2023: or (ii) the date on which the last Residential Lot is sold by Developer, the Developer may erect up to two (2) signs advertising WINKLER CROSSING 4<sup>TH</sup> ADDITION development on Outlot A of WINKLER CROSSING 3<sup>RD</sup> ADDITION, or any other Residential Lot abutting 122<sup>nd</sup> Street, which sign may not exceed fifty (50) square feet and shall be placed in a location approved by the City.

3.14 Spec Homes. The City, upon approval of the City staff, City Planner, and City Engineer, may consider the issuance of additional building permits for spec homes prior to completion of Improvements upon such terms and conditions as the City deems appropriate. The City will not grant certificates of occupancy until the City Engineer certifies that the Improvements have been completed to an extent that a house can have safe access on a paved street and the house can connect to all underground utilities.

The City shall issue building permits prior to installation of the first lift of bituminous for up to two (2) model homes and an associated temporary parking lot upon Developer's compliance with the following requirements: (a) approval of the building plans by the Building Official; and (b) approval of a site survey for the model home(s) and parking lot(s) by the City Planner. The City shall grant temporary certificates of occupancy for the model homes upon final

building inspection and the completion of the street base excluding bituminous. Final certificates of occupancy will be granted upon completion of the base course bituminous.

3.15 Utility Easements. The Developer shall provide to the City, in form and content acceptable to the City, drainage and utility easements for the areas in Outlot A and Outlot B in which sewer and water lines are to be installed. The Developer shall provide proposed descriptions to the City Engineer for review. The drainage and utility easements may be terminated when Outlot A and Outlot B are re-platted and drainage and utility easements covering the underground utility lines in Outlot A and Outlot B are platted.

3.16 Snowplowing. The City will assume the responsibility for plowing snow on each of the platted streets of WINKLER CROSSING 4<sup>TH</sup> ADDITION (the “Development Streets”) following the installation of the second lift of bituminous on the Development Streets. Until acceptance of the Development Streets by the City, the City is not responsible for any damage as a result of snowplowing to the Development Streets, any manholes located therein, or any curb adjacent thereto.

3.17 Outlot A and Outlot B – Temporary Roadway Easements. Concurrent with the execution of this Agreement, the Developer shall grant to the City an easement for roadway right-of-way and utility purposes over the land described on **Exhibit B** attached hereto. Such easement shall terminate when the respective Outlot A and Outlot B is subdivided and the area described in such plat dedicates the easement area described on **Exhibit B** to the City.

3.18 Future Lots Application. Developer must submit a completed application for final plat approval for the Future Lots by August 1, 2024 unless the City Council has otherwise extended this date by petition of the Developer and approval of an extension by resolution.



Failure to do so will require that any platting of Future Lots will need to go through the preliminary plat process.

3.19 Recording of Plat. The Developer must record with the Carver County Recorder the approved final plat for the Property on or before April 29, 2022, together with all deeds, easements, and mortgage releases referenced in the City Planner's letter of closing instructions. Failure to so record is an event of default under this Agreement. If failure to record the specified documents by the deadline occurs, in addition to any other remedies available to the City, the Developer loses all rights to proceed with the construction of the improvements and all work on the improvements must cease.

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

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

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

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

COUNTERPART SIGNATURE PAGES TO FOLLOW

THIS IS A COUNTERPART SIGNATURE PAGE TO WINKLER CROSSING 4<sup>TH</sup> ADDITION  
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND LOOMIS DEVELOPMENT, LLC  
DATED \_\_\_\_\_, 2022

CITY OF COLOGNE

\_\_\_\_\_  
By: Matt Lein  
Its: Mayor

\_\_\_\_\_  
By: Michelle Morrison  
Its: Clerk

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF CARVER       )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022, by Matt Lein, and Michelle Morrison, the Mayor and Clerk,  
respectively, of the City of Cologne, a Minnesota municipal corporation, on behalf of the  
corporation.

\_\_\_\_\_  
Notary Public

THIS IS A COUNTERPART SIGNATURE PAGE TO WINKLER CROSSING 4<sup>TH</sup> ADDITION  
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND LOOMIS DEVELOPMENT, LLC  
DATED \_\_\_\_\_, 2022

LOOMIS DEVELOPMENT, LLC

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_  
\_\_\_\_\_ of Loomis Development, LLC, a Minnesota limited liability company, on behalf of the  
limited liability company.

\_\_\_\_\_  
Notary Public

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

## MORTGAGEE'S CONSENT

Tradition Capital Bank, a Minnesota banking corporation, by virtue of its mortgagee's interest in and to that certain Mortgage dated October 9, 2020, filed in the office of the Carver County, Minnesota Recorder on October 9, 2020, as Document No. A707191, to secure indebtedness in the amount of One Million Seven Hundred Thirty Eight Thousand Two Hundred and No/100 Dollars (\$1,738,200.00) and any other sums which may become due and payable under the terms thereof, executed by Loomis Development LLC, a Minnesota limited liability company, as mortgagor, to Tradition Capital Bank, as mortgagee and does hereby consent to the terms and conditions of Winkler Crossing 4<sup>th</sup> Addition Developer's Agreement between the City of Cologne, a Minnesota municipal corporation, and Loomis Development LLC, a Minnesota limited liability company, dated \_\_\_\_\_, 2022, and acknowledges that the terms and conditions of the Developer's Agreement are binding upon the real property listed on Exhibit A attached to the Developer's Agreement.

### TRADITION CAPITAL BANK

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA        )  
  )SS.  
COUNTY OF \_\_\_\_\_  )

The foregoing Consent was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of Tradition Capital Bank, a Minnesota banking corporation.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

Outlot C, Winkler Crossing 3<sup>rd</sup> Addition, according to the recorded plat thereof, Carver County, Minnesota.

The above to be platted as Winkler Crossing 4<sup>th</sup> Addition.

EXHIBIT B

[Insert Temporary Easement]

Exhibit B (continued)

Exhibit B (continued)

Exhibit B (continued)



**City of Cologne**

**February 2022**



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 02/01/2022 To: 02/28/2022**

## **Cologne City**

### **Patrol**

#### **Non Criminal**

Misc Non-criminal	3
Domestic	1
Abuse/Neglect (Info Only)	3
Medical	1
Warrant Service	1
Suspicious Activity	5
Open Door	3
Disturbance (Info Only)	2

<b>Total Non Criminal:</b>	<b>19</b>
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#### **Traffic**

Traffic - Misc	3
Traffic Stop	25
Pd Accident	1
Driving Complaint	1

<b>Total Traffic:</b>	<b>30</b>
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**Total Patrol: 49**

### **Administrative**

#### **Administrative**

GunPermit-Acquire	3
GunPermit-CarryRenew	1
GunPermit- Carry Late Ren	1

<b>Total Administrative:</b>	<b>5</b>
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**Total Administrative: 5**

**Total Cologne City: 54**





**Carver County Sherff's Office**  
**Arrest Summary**  
**For: Cologne City**  
**From: 02/01/2022 To: 02/28/2022**

**Cologne City**

11D - Fondling

90Z - All Other Offenses

Totals for Cologne City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1

2

2

2



# **Carver County Sherff's Office**

## **Traffic Citation Summary**

**From: 02/01/2022 To: 02/28/2022**

### **Cologne City**

Expired DL:	1
No Proof Of Insurance:	1
<b>Total Cologne City:</b>	<b>2</b>



**Carver County Sheriff's Office**  
**Verbal Warnings**  
**From: 02/01/2022 to 02/28/2022**

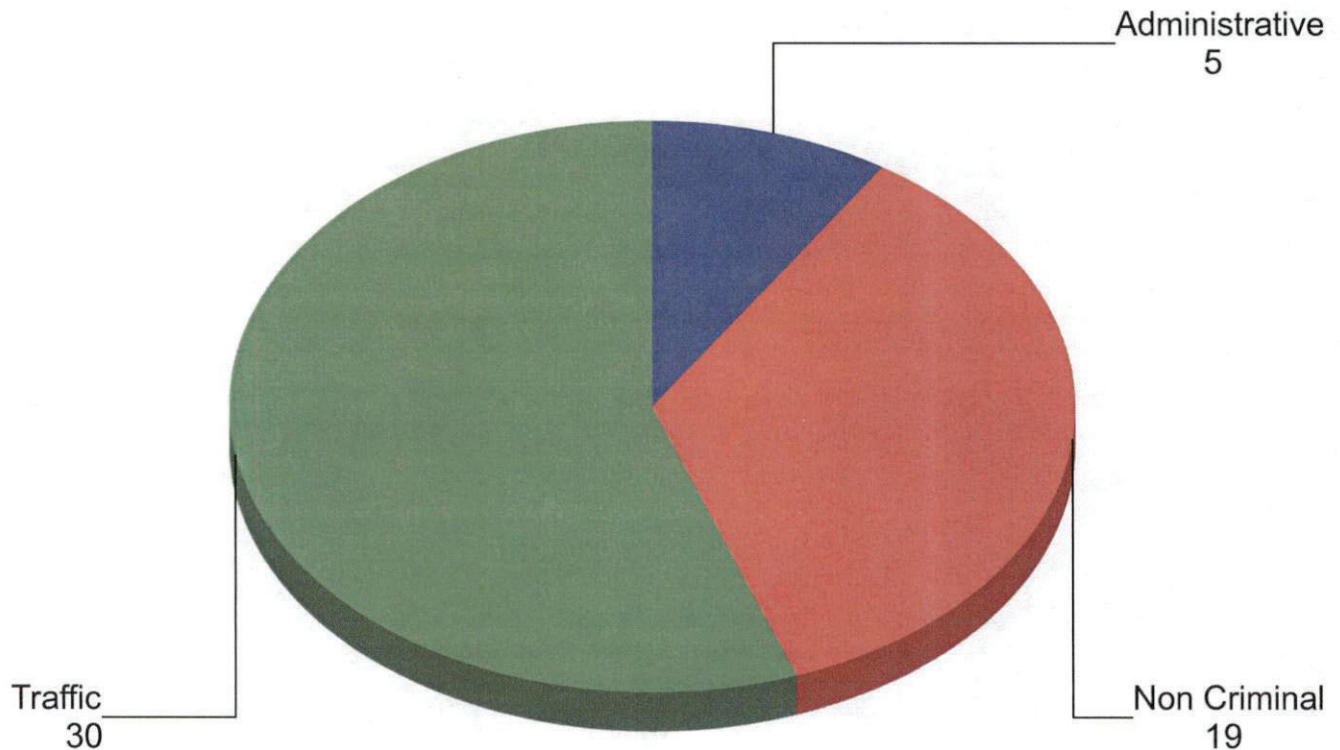
**Cologne City**

Traffic - Misc:	1
Traffic Stop:	23
Grand Total Verbal Warnings:	24



**Carver County Sheriff's Office**  
**Monthly Calls for Service**  
**From: 02/01/2022 To: 02/28/2022**

## **Cologne City**



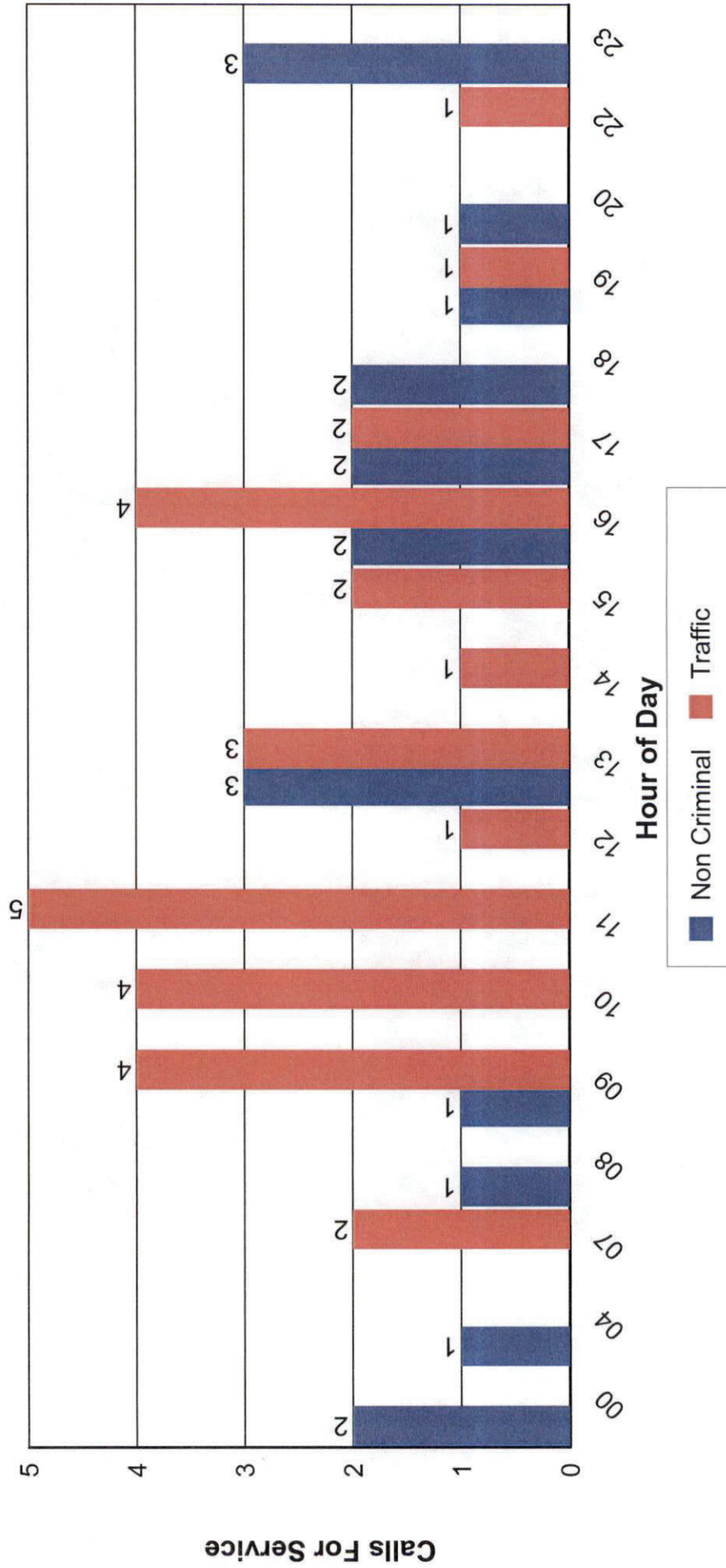
Total Non Criminal:	19
Total Traffic:	30
Total Administrative:	5

**Total Cologne City: 54**



**Carver County Sheriff's Office**  
**Hour of Day Analysis of Calls for Service**  
**Patrol Activity**  
**From: 02/01/2022 To: 02/28/2022**

## Cologne City



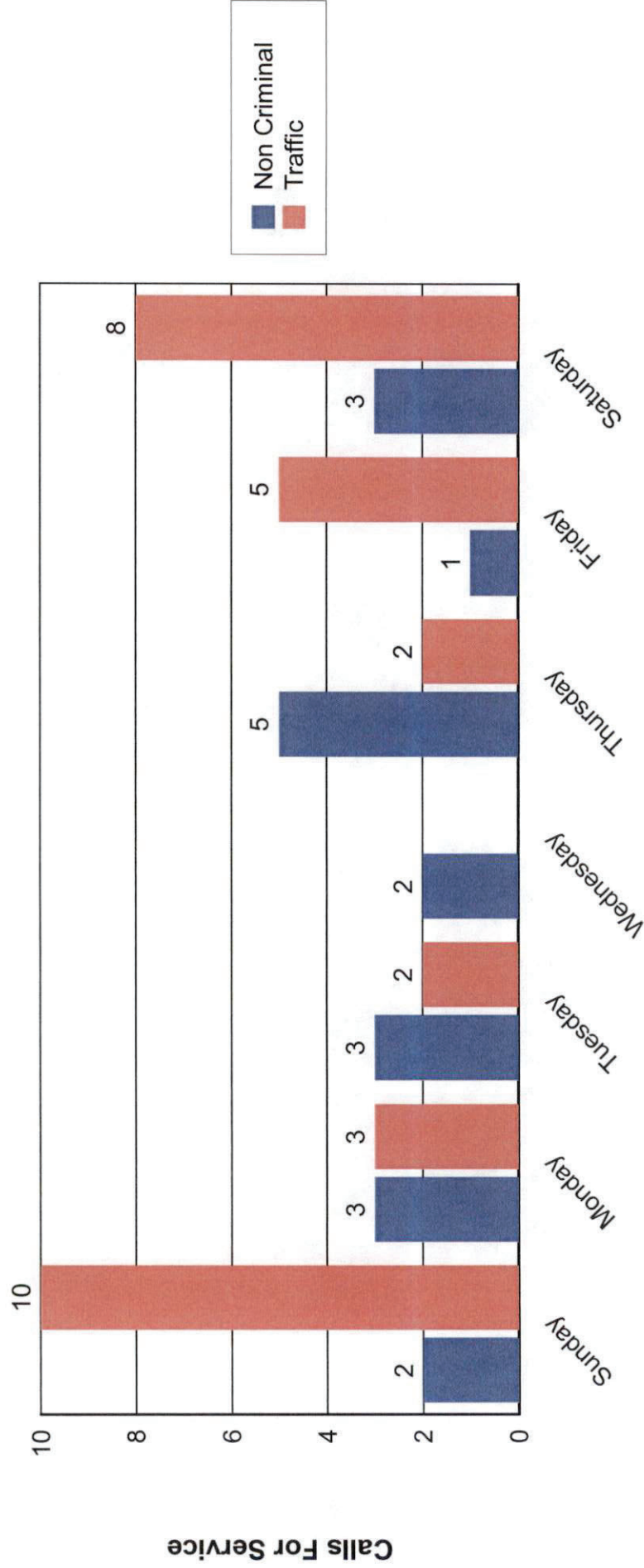
**Total Cologne City: 49**





**Carver County Sheriff's Office**  
**Day of Week Analysis of Calls for Service**  
**Patrol Activity**  
**From: 02/01/2022 To: 02/28/2022**

## Cologne City



**Total Cologne City: 49**