



City Council Meeting Agenda

Monday, July 17, 2023 7:00 PM

Cologne Community Center, 1211 Village Parkway

Vision Statement

The City of Cologne is a vibrant small town that respects its heritage, embraces its future and offers a high quality of life for all who live, work and visit our community.

Mayor: Matt Lein
Councilmember: Carol Szaroletta
Councilmember: Sarah Bruss
Councilmember: Rachel Lenzen
Councilmember: Nathan Kells

NOTE: AGENDA ITEMS ARE APPROXIMATE AND SUBJECT TO CHANGE ACCORDING TO LENGTH OF DISCUSSION. TO ENSURE THAT YOU ARE PRESENT FOR ITEMS OF INTEREST, PLEASE ARRIVE AT 7:00 PM.

- 1. CALL MEETING TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADOPT AGENDA**
- 4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE**
- 5. ADOPT CONSENT AGENDA**

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

- a. **June 20, 2023 City Council Minutes**
- b. **July 17, 2023 Check and EFT Summary**
- c. **July 4, 2023 Payroll Summary**
- d. **July 18, 2023 Payroll Summary**
- e. **Q2 CFD Payroll Summary**
- f. **Resolution 23-15 PSIG Grant Application**

6. NEW COUNCIL BUSINESS

- a. Cologne Area Transportation Study
- b. Winkler Crossing 5th Addition
 - i. B&M Plan Review Comments 6-22-23
 - ii. Collaborative Planning Comment Memo 7-9-23
 - iii. Collaborative Planning Staff Report 7-10-23
 - iv. Resolution 23-16 Amending PUD
 - v. Resolution 23-17 Approving Final Plat Winkler 5th
 - vi. Resolution 23-18 Approving DA Winkler 5th
 - vii. Winkler 5th Developer's Agreement
- c. Accessory Structure Ordinance Amendment Proposal
 - i. Ordinance 150-Y Amending Zoning Ordinance

7. BOARD REPORTS

- a. June 2023 Sheriff's Report
- b. Q2 2023 Sheriff's Report

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

CALENDAR OF EVENTS/MEETINGS

July 27-30	Thursday-Sunday	Glad Days
August 7	Monday	6:00PM Planning Commission Meeting
August 7	Monday	7:00PM City Council Meeting



City Council Meeting Minutes

Tuesday, June 20, 2023 7:00 PM
Cologne Community Center, 1211 Village Parkway

Vision Statement

The City of Cologne is a vibrant small town that respects its heritage, embraces its future and offers a high quality of life for all who live, work and visit our community.

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1. CALL MEETING TO ORDER & ROLL CALL

Mayor Lein called the meeting to order at 7:00 PM. Councilmembers Bruss, Kells and Szaroletta were present. Also present were City Administrator Jesse Dickson, City Clerk Michelle Morrison, City Engineer Jake Saulsbury and City Planner Cindy Nash.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Mayor Lein asked to amend the agenda to add under new business item f. Lions Park Environmental Study. Motion by Councilmember Szaroletta to adopt the agenda as amended, second by Councilmember Bruss. Motion carried 4-0.

4. VISITOR'S PRESENTATIONS, PETITIONS, CORRESPONDENCE

5. ADOPT CONSENT AGENDA

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

- a. June 5, 2023 City Council Minutes**
- b. June 20, 2023 Check and EFT Summary**
- c. June 6, 2023 Payroll Summary**
- d. June 20, 2023 Payroll Summary**
- e. Resolution 23-14 Waiving Municipal Hearing**
- f. Ordinance 172 Adopting Franchise Agreement**

Motion by Councilmember Bruss to approve the consent agenda, second by Councilmember Kells. Motion carried 4-0.

6. NEW COUNCIL BUSINESS

a. Cologne Area Transportation Study Council Update

Angie Stenson, transportation manager at Carver County introduced Jack Corkle, director of transportation planning for WSB who reviewed the Cologne Area Transportation Study updates from recent public open houses. Concept plans for Market Ave, the Triangle area of Hwy 284 and Benton, the intersection of Hwy 284 and 122nd and Hwy 284 north of 122nd.

b. Accessory Structure Ordinance Amendment Proposal

i. Collaborative Planning Memo

ii. Ordinance 150-Y Amending Zoning Ordinance

Cindy Nash, City Planner reviewed the possible changes to Ordinance 150-Y. After discussion Councilmember Kells made a motion to table Ordinance 150-Y and asked Ms. Nash to incorporate the changes discussed into the ordinance and bring it back to the July 17th Council meeting.

c. Benton Creek Area Road Improvements Award

Jake Saulsbury, of Bolton & Menk reviewed the four bids received that morning for the Benton Creek area road project. All bids were within \$100,000 and 7% below the engineer's estimated cost of the project. Motion by Councilmember Kells to award the street project to Valley Paving Inc. with the low bid of \$2,146,034.68, second by Councilmember Bruss. Motion carried 4-0.

d. Cologne Parks Master Plan

Councilmember Kells told the Council that a member of the Communities of Belonging is interested in working with WSB to develop a master plan for the Cologne Parks. WSB would charge \$44,500 which could be reimbursed with a SHIP grant. Mr. Saulsbury shared that Bolton & Menk also offers these services. After discussion it was agreed that Mr. Saulsbury would share some of the past projects his firm has developed with Mr. Kells to bring back to the Communities of Belonging. That group would evaluate the two firms' products and come back with a recommendation to the full Council.

e. Cologne Hollanders Outfield Fence and Batting Cage Request

Jason Kuerschner and Mark Eggers reviewed the quotes for construction of a new fence and batting cage. The Council asked questions about the discrepancies in the quotes, and cost sharing and payment options. The Council requested that the Hollanders provide new quotes and that both reflect the full scope of the fence project. In discussing payment options, the Council requested that the Hollanders provide the club's financial information to the City Clerk to satisfy audit and legal requirements.

f. Lions Park Environmental Study

Mayor Lein updated the Council on property transfer from the Lions Club to the City and that the City attorney recommend an Environmental Study be done on the property prior to transfer. The consensus of the Council was to move forward and schedule the study.

7. BOARD REPORTS

a. May 2023 Sheriff Report

8. ANNOUNCEMENTS

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Councilmember Szaroletta to adjourn at 8:50 PM, second by Councilmember Kells. Motion carried unanimously.

Respectfully Submitted:

Attest:

Michelle Morrison

Matt Lein

City Clerk

Mayor

CITY OF COLOGNE

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***Check Summary Register©**

Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand

Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123 MVTI 071323Xcel 071323Verizon 071423MVTI

Name	Check Date	Check Amt	
10100 Checking			
1343e HORIZON COMMERCIAL POOL S	7/10/2023	\$272.91	Splashpad Chemicals
1344e ABDO	7/10/2023	\$825.00	Audit Progress Billing
1345e BROADBAND CORP	7/10/2023	\$24.95	WWTP Internet July
1346e TECHSTAR IT SOLUTIONS INC	7/10/2023	\$1,301.60	July IT Support
1347e REPUBLIC SERVICES	7/10/2023	\$580.93	PW Garbage
1348e HEALTH PARTNERS	7/10/2023	\$3,316.41	Employee Medical and Dental Insurance -
1358e ASPEN MILLS	7/13/2023	\$1,791.70	CFD Dress Uniform, C. Milbrett
1359e CAR-CO INC	7/13/2023	\$57.11	PW Supplies
1360e CORE & MAIN	7/13/2023	\$4,805.53	PW Supplies
1361e ECM PUBLISHERS, INC.	7/13/2023	\$36.45	Publish Public Hearing 209 Playhouse
1362e ECM PUBLISHERS, INC.	7/13/2023	\$40.50	Publish Public Hearing PUD Ammendment
1363e USA BLUE BOOK	7/13/2023	\$274.44	Phosphorus Test
1364e ASPEN MILLS	7/13/2023	\$43.40	CFD Nametags
1365e DIVERSIFIED PLUMBING & HEAT	7/13/2023	\$483.00	Repairs on Woodford Wall Hydrant
1366e RECTECH OUTDOOR SOLUTION	7/13/2023	\$124.99	Sheave LZUV606
1367e QUALITY FLOW SYSTEMS, INC	7/13/2023	\$291.00	Field Labor Installation
1368e MN VALLEY TESTING LABS	7/13/2023	\$190.85	Water Analysis
1369e XCEL ENERGY	7/13/2023	\$7,694.46	701 Lake St W
1370e VERIZON WIRELESS	7/13/2023	\$210.06	CFD Communication - June
1371e MN VALLEY TESTING LABS	7/14/2023	\$190.85	Water Analysis
28251 ALPHA WIRELESS COMMUNICA	7/14/2023	\$340.35	CFD G5 Unication Antenna
28252 AUBERSTE DIESEL	7/14/2023	\$399.44	Bobcat S650 A/C Repairs
28253 AMY BETTCHER	7/14/2023	\$103.69	Deposit Refund
28254 BOLTON & MENK, INC	7/14/2023	\$87,190.50	Benton Creek Area Improvements
28255 CARVER COUNTY	7/14/2023	\$9,733.87	Liquor License Investigation Baseball Assn
28256 CARVER COUNTY ATTORNEY	7/14/2023	\$733.89	Q 2 Prosecution Contract
28257 CENTERPOINT	7/14/2023	\$81.25	1022 Meadow Lift
28258 CINTAS CORPORATION	7/14/2023	\$154.67	Uniforms
28259 COLLABORATIVE PLANNING, LL	7/14/2023	\$1,770.00	Misc. Planning
28260 SHAWN CONLIN	7/14/2023	\$50.00	Deposit Refund
28261 COORDINATED BUSINESS SYST	7/14/2023	\$516.00	Copier Maintenance
28262 CUSTOM FIRE APPARATUS	7/14/2023	\$95.90	Gaskets
28263 CUSTOMIZED FIRE RESCUE TR	7/14/2023	\$450.00	CFD Class on Ropes and Knots
28264 LEWIS DULEK	7/14/2023	\$50.00	Deposit Refund
28265 DWK CLEAN WATER SERVICES,	7/14/2023	\$900.00	WWTP Monthly Water Testing - June
28266 CROWN COLLEGE	7/14/2023	\$1,800.00	EMT/EMR Training
28267 SARAH FOLEY	7/14/2023	\$492.72	CFD Narcan
28268 GILBERT MECHANICAL CONTRA	7/14/2023	\$1,661.00	Semi Annual Preventative Maintenance
28269 H&B SPECIALIZED PRODUCTS, I	7/14/2023	\$2,921.21	New Motor and Winch for Basketball Hoops
28270 LORI HAGER	7/14/2023	\$487.00	Reimburse Homeowner for backup - from city s
28271 HAWKINS, INC	7/14/2023	\$5,813.46	Cylinder lease
28272 HERMANS LANDSCAPE SUPPLI	7/14/2023	\$372.00	Mulch City Square Park
28273 HKGi	7/14/2023	\$2,656.53	Cologne Downtown Plan
28274 HOLTON ELECTRIC CONTRACT	7/14/2023	\$778.00	Repairs to City Hall Entry Heaters
28275 JEFFERSON FIRE & SAFETY	7/14/2023	\$1,150.00	CFD Wetting agent and Foal
28276 LINDSAY KERNS	7/14/2023	\$50.00	Deposit Refund
28277 METRO WEST INSPECTION SER	7/14/2023	\$2,235.78	Permits Finaled -June
28278 N & J SERVICES	7/14/2023	\$600.00	CCC - Event Cleaning June 25
28279 NCPERS Group Life Ins	7/14/2023	\$80.00	Employee Life Insurance - July
28280 OVERLINE & SON, INC.	7/14/2023	\$27,868.60	Vactor & Televising
28281 JACKIE RADEMACHER	7/14/2023	\$50.00	Deposit Refund
28282 SECURITY BANK	7/14/2023	\$4,970.00	2021A Bond Interest
28283 STRAIGHT UP SERVICES, INC	7/14/2023	\$159.95	CFD Pabberu Replacememt 1991 Blazer

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***Check Summary Register©**

Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen
Mills,071323Carco,071323Coreand
Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123
MVTI,071323Xcel,071323Verizon,071423MVTI

	Name	Check Date	Check Amt	
28284	TENNANT SALES & SERVICE CO	7/14/2023	\$465.58	Repair Floor Scrubber
28285	ULTIMATE SAFETY CONCEPTS,	7/14/2023	\$18,596.50	5 turnout Gear
28286	US BANK	7/14/2023	\$1,050.00	2013A Bond Administration Fees
28287	US BANK	7/14/2023	\$126,362.50	2020A Bond Interest
28288	SCOTT WAY	7/14/2023	\$50.00	Deposit Refund
28289	WELLENS AGRONOMICS	7/14/2023	\$2,098.10	Soil Prep for Gras Seeding City Squae Park
28290	WM MUELLER & SONS, INC.	7/14/2023	\$17,243.59	Village Parkway Patching
Total Checks			\$345,138.22	

Clerk Treasurer

Date

FILTER: ((([Act Year]='2023' and [period] in (7))) and (Source in ('071723CR','071023HorizonPool','071023Abdo','071023Broadband','071023Techstar','071023Republic','071023Healthpartners','071323AspenMills','071323Carco','071323Coreand Main','071323ecm','071423ECM','071323USABlueBook','071423Aspenmills','071323Diversified','071323 rectech','071323QualityFlow','071123MVTI','071323Xcel','071323Verizon','071423MVTI'))

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MVTI 071323Ycal 071323Verizon 071423MVTI

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Checking					
1343 e	07/10/23	HORIZON COMMERCIAL POOL SUPPLY			
E 101-45200-216		Chemicals and Chem Pro	\$272.91	46657	Splashpad Chemicals
		Total	\$272.91		
1344 e	07/10/23	ABDO			
E 101-41400-301		Auditing and Acct g Servic	\$206.25	473735	Audit Progress Billing
E 601-48930-301		Auditing and Acct g Servic	\$206.25	473735	Audit Progress Billing
E 601-49440-301		Auditing and Acct g Servic	\$206.25	473735	Audit Progress Billing
E 602-49490-301		Auditing and Acct g Servic	\$206.25	473735	Audit Progress Billing
		Total	\$825.00		
1345 e	07/10/23	BROADBAND CORP			
E 602-49450-320		Communications (GENER	\$24.95		WWTP Internet July
		Total	\$24.95		
1346 e	07/10/23	TECHSTAR IT SOLUTIONS INC			
E 101-43100-312		Contractual Services	\$325.40	68833	July IT Support
E 101-42200-310		Other Professional Servic	\$325.40	68833	July IT Support
E 602-49450-312		Contractual Services	\$325.40	68833	July IT Support
E 101-41400-312		Contractual Services	\$325.40	68833	July IT Support
		Total	\$1,301.60		
1347 e	07/10/23	REPUBLIC SERVICES			
E 101-41940-384		Refuse/Garbage Disposal	\$189.67		PW Garbage
E 101-42210-384		Refuse/Garbage Disposal	\$131.95		CFD Garbage
E 101-45100-384		Refuse/Garbage Disposal	\$127.36		CCC Garbage
E 101-45200-384		Refuse/Garbage Disposal	\$131.95		Lions Park Garbage
		Total	\$580.93		
1348 e	07/10/23	HEALTH PARTNERS			
G 101-21706		Health/Dental Ins	\$3,316.41		Employee Medical and Dental Insurance -
		Total	\$3,316.41		
1358 e	07/13/23	ASPEN MILLS			
E 101-42280-210		Operating Supplies (GEN	\$592.95	315362	CFD Dress Uniform, C. Milbrett
E 101-42280-210		Operating Supplies (GEN	\$590.95	315363	CFD Dress Uniform, Burkhalter
E 101-42280-210		Operating Supplies (GEN	\$607.80	315364	CFD Dress Uniform, Lueck
		Total	\$1,791.70		
1359 e	07/13/23	CAR-CO INC			
E 101-43100-210		Operating Supplies (GEN	\$57.11	713117	PW Supplies
		Total	\$57.11		
1360 e	07/13/23	CORE & MAIN			
E 601-49400-210		Operating Supplies (GEN	\$4,805.53	378578	PW Supplies
		Total	\$4,805.53		
1361 e	07/13/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$36.45	954256	Publish Public Hearing 209 Playhouse

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071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123 MVTI 071323Xcel 071323Verizon 071423MVTI

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$36.45		
1362 e	07/13/23	ECM PUBLISHERS, INC.			
E 101-41400-350		Print/Publications (GENE	\$40.50	954257	Publish Public Hearing PUD Ammendment
Total			\$40.50		
1363 e	07/13/23	USA BLUE BOOK			
E 602-49450-210		Operating Supplies (GEN	\$103.46	54350	DPD Samples
E 602-49450-210		Operating Supplies (GEN	\$170.98	56446	Phosphorus Test
Total			\$274.44		
1364 e	07/13/23	ASPEN MILLS			
E 101-42280-210		Operating Supplies (GEN	\$43.40	316099	CFD Nametags
Total			\$43.40		
1365 e	07/13/23	DIVERSIFIED PLUMBING & HEATING			
E 101-45100-223		Building Repair Supplies	\$483.00	36622	Repairs on Woodford Wall Hydrant
Total			\$483.00		
1366 e	07/13/23	RECTECH OUTDOOR SOLUTIONS			
E 101-45200-404		Repairs/Maint Machinery/	\$124.99	11767	Sheave LZUV606
Total			\$124.99		
1367 e	07/13/23	QUALITY FLOW SYSTEMS, INC			
E 602-49450-404		Repairs/Maint Machinery/	\$291.00	45110	Field Labor Installation
Total			\$291.00		
1368 e	07/13/23	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$190.85	1206470	Water Analysis
Total			\$190.85		
1369 e	07/13/23	XCEL ENERGY			
E 101-41940-381		Electric Utilities	\$42.13		701 Lake St W
E 101-42210-381		Electric Utilities	\$0.00		Louis Hall
E 101-43100-381		Electric Utilities	\$27.20		201 Benton
E 101-43160-381		Electric Utilities	\$207.99		1108 Village Pkwy Street Light
E 101-45200-381		Electric Utilities	\$13.57		3002 Gold Nuggett Dr
E 601-49400-381		Electric Utilities	\$80.93		Well #3
E 602-49450-381		Electric Utilities	\$0.00		WWTP
E 602-49470-381		Electric Utilities	\$538.09		115 Paul Ave S
E 101-45100-381		Electric Utilities	\$2,696.40		Cologne Community Center
E 101-41940-381		Electric Utilities	\$0.00		PW Maintenance Bldg
E 101-45200-381		Electric Utilities	\$0.00		Tennis Courts - Lions Park
E 101-43100-381		Electric Utilities	\$17.22		Storage Shed
E 601-49400-381		Electric Utilities	\$0.00		2224 Naples
E 101-43160-381		Electric Utilities	\$0.00		Street Light
E 101-43100-381		Electric Utilities	\$0.00		Public Works Facility
E 601-49400-381		Electric Utilities	\$4,070.93		Bldg by Water Tower, Water Tower, Well 1&2
E 602-49470-381		Electric Utilities	\$0.00		All Lift Statlions
Total			\$7,694.46		

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Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
1370 e	07/13/23	VERIZON WIRELESS			
E 101-42230-320		Communications (GENER	\$210.06		CFD Communication - June
		Total	\$210.06		
1371 e	07/14/23	MN VALLEY TESTING LABS			
E 602-49450-311		Analysis	\$190.85	1205894	Water Analysis
		Total	\$190.85		
28251	07/14/23	ALPHA WIRELESS COMMUNICATIONS			
E 101-42230-404		Repairs/Maint Machinery/	\$230.35	20909	CFD G Series Nylon Holster w/loop
E 101-42230-404		Repairs/Maint Machinery/	\$110.00	20910	CFD G5 Unication Antenna
		Total	\$340.35		
28252	07/14/23	AUBERSTE DIESEL			
E 101-43100-404		Repairs/Maint Machinery/	\$399.44	0108	Bobcat S650 A/C Repairs
		Total	\$399.44		
28253	07/14/23	AMY BETTCHER			
G 101-22000		Deposits	\$50.00		Deposit Refund
E 101-41400-430		Miscellaneous (GENERAL	\$53.69		Refund Change in Rental Room
		Total	\$103.69		
28254	07/14/23	BOLTON & MENK, INC			
E 101-43100-303		Engineering Fees	\$87,190.50		Benton Creek Area Improvements
		Total	\$87,190.50		
28255	07/14/23	CARVER COUNTY			
E 602-49470-500		Capital Outlay (GENERAL	\$9,198.87	3367	Generator Meadow Lift Station
E 101-43100-320		Communications (GENER	\$40.00	3375	Fiber Optic Connection
E 101-42210-320		Communications (GENER	\$40.00	3375	Fiber Optic Connection
E 101-45100-320		Communications (GENER	\$40.00	3375	Fiber Optic Connection
E 601-49400-320		Communications (GENER	\$40.00	3375	Fiber Optic Connection
E 602-49450-320		Communications (GENER	\$25.00	3375	Fiber Optic Connection
E 101-42110-310		Other Professional Servic	\$100.00	Sheri003739	Liquor License Investigation Baseball Assn
E 101-42110-310		Other Professional Servic	\$250.00	Sheri003742	Liquor License Investigation Baseball Assn
		Total	\$9,733.87		
28256	07/14/23	CARVER COUNTY ATTORNEY			
E 101-41600-304		Legal Fees	\$733.89		Q 2 Prosecution Contract
		Total	\$733.89		
28257	07/14/23	CENTERPOINT			
E 601-48930-383		Gas Utilities	\$11.65		1022 Meadow Lift
E 602-49470-383		Gas Utilities	\$41.68		105 Benton St
E 601-48930-383		Gas Utilities	\$27.92		2224 Naples
		Total	\$81.25		
28258	07/14/23	CINTAS CORPORATION			
E 101-43100-417		Uniforms	\$35.69	4157725602	Uniforms
E 101-45100-401		Repairs/Maint Buildings	\$54.21	4157725930	Rugs, Mats, Mops, Towels
E 101-43100-417		Uniforms	\$21.59	4158458468	Uniforms

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Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-43100-417		Uniforms	\$21.59	4159153729	Uniforms
E 101-43100-417		Uniforms	\$21.59	4159852005	Uniforms
		Total	\$154.67		
28259	07/14/23	COLLABORATIVE PLANNING, LLC			
E 101-41910-310		Other Professional Servic	\$1,200.00	201	Misc. Planning
E 101-41910-310		Other Professional Servic	\$60.00	202	Winkler PUD Amendment
E 101-41910-310		Other Professional Servic	\$300.00	203	Winkler 5th Addn
E 101-41910-310		Other Professional Servic	\$210.00	204	209 Playhouse
		Total	\$1,770.00		
28260	07/14/23	SHAWN CONLIN			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28261	07/14/23	COORDINATED BUSINESS SYSTEMS			
E 101-42200-310		Other Professional Servic	\$516.00	310537	Copier Maintenance
		Total	\$516.00		
28262	07/14/23	CUSTOM FIRE APPARATUS			
E 101-42230-404		Repairs/Maint Machinery/	\$95.90	22550	Gaskets
		Total	\$95.90		
28263	07/14/23	CUSTOMIZED FIRE RESCUE TRAIN			
E 101-42220-208		Training and Instruction	\$450.00	2419	CFD Class on Ropes and Knots
		Total	\$450.00		
28264	07/14/23	LEWIS DULEK			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28265	07/14/23	DWK CLEAN WATER SERVICES, LLC			
E 602-49450-312		Contractual Services	\$900.00	0623	WWTP Monthly Water Testing - June
		Total	\$900.00		
28266	07/14/23	CROWN COLLEGE			
E 101-42220-208		Training and Instruction	\$1,800.00	79	EMT/EMR Training
		Total	\$1,800.00		
28267	07/14/23	SARAH FOLEY			
E 101-42230-210		Operating Supplies (GEN	\$359.80		CFD Narcan
E 101-42200-430		Miscellaneous (GENERAL	\$132.92		CFD Medical Run Sheets
		Total	\$492.72		
28268	07/14/23	GILBERT MECHANICAL CONTRACTOR			
E 101-45100-401		Repairs/Maint Buildings	\$1,661.00	232921	Semi Annual Preventative Maintenance
		Total	\$1,661.00		
28269	07/14/23	H&B SPECIALIZED PRODUCTS, INC			
E 101-45100-401		Repairs/Maint Buildings	\$2,921.21	33112	New Motor and Winch for Basketball Hoops
		Total	\$2,921.21		

CITY OF COLOGNE

07/14/23 10:50 AM

Page 5

***Check Detail Register©**

Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand

Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123 MVTI 071323Ycel 071323Verizon 071423MVTI

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
28270	07/14/23	LORI HAGER			
E 601-49400-312		Contractual Services	\$487.00		Reimburse Homeowner for backup - from city side
		Total	\$487.00		
28271	07/14/23	HAWKINS, INC			
E 602-49450-216		Chemicals and Chem Pro	\$10.00	6498692	Cylinder lease
E 602-49450-216		Chemicals and Chem Pro	\$10.00	6499433	Cylinder lease
E 602-49450-216		Chemicals and Chem Pro	\$5,793.46	6508186	Chemicals
		Total	\$5,813.46		
28272	07/14/23	HERMANS LANDSCAPE SUPPLIES			
E 101-45200-430		Miscellaneous (GENERAL	\$372.00	464900	Mulch City Square Park
		Total	\$372.00		
28273	07/14/23	HKGi			
E 101-41910-310		Other Professional Servic	\$2,656.53	023 013 2	Cologne Downtown Plan
		Total	\$2,656.53		
28274	07/14/23	HOLTON ELECTRIC CONTRACTORS			
E 101-45100-223		Building Repair Supplies	\$778.00	5340	Repairs to City Hall Entry Heaters
		Total	\$778.00		
28275	07/14/23	JEFFERSON FIRE & SAFETY			
E 101-42230-210		Operating Supplies (GEN	\$1,150.00	303924	CFD Wetting agent and Foal
		Total	\$1,150.00		
28276	07/14/23	LINDSAY KERNS			
G 101-22000		Deposits	\$50.00		Deposit Refund
		Total	\$50.00		
28277	07/14/23	METRO WEST INSPECTION SERVICES			
E 101-42400-310		Other Professional Servic	\$2,235.78		Permits Finaled -June
		Total	\$2,235.78		
28278	07/14/23	N & J SERVICES			
E 101-45100-300		Professional Svcs (GENE	\$600.00	230	CCC - Event Cleaning June 25
		Total	\$600.00		
28279	07/14/23	NCPERS Group Life Ins			
E 101-41400-130		Employer Paid Ins (GENE	\$32.00		Employee Life Insurance - July
E 601-49400-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - July
E 602-49450-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - July
E 101-43100-130		Employer Paid Ins (GENE	\$16.00		Employee Life Insurance - July
		Total	\$80.00		
28280	07/14/23	OVERLINE & SON, INC.			
E 602-49450-312		Contractual Services	\$27,868.60	1205	Vactor & Televising
		Total	\$27,868.60		
28281	07/14/23	JACKIE RADEMACHER			
G 101-22000		Deposits	\$50.00		Deposit Refund

CITY OF COLOGNE

07/14/23 10:50 AM

Page 6

***Check Detail Register©**

Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen Mills,071323Carco,071323Coreand

Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123 MVTI 071323Ycal 071323Verizon 071423MVTI

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$50.00		
28282	07/14/23	SECURITY BANK			
E 301-47000-610		Interest	\$4,970.00		2021A Bond Interest
Total			\$4,970.00		
28283	07/14/23	STRAIGHT UP SERVICES, INC			
E 101-42230-404		Repairs/Maint Machinery/	\$159.95	53220	CFD Pabberu Replacement 1991 Blazer
Total			\$159.95		
28284	07/14/23	TENNANT SALES & SERVICE COMPAN			
E 101-45100-312		Contractual Services	\$465.58	919684917	Repair Floor Scrubber
Total			\$465.58		
28285	07/14/23	ULTIMATE SAFETY CONCEPTS, INC.			
E 101-42230-500		Capital Outlay (GENERAL	\$18,596.50	205797	5 turnout Gear
Total			\$18,596.50		
28286	07/14/23	US BANK			
E 335-47500-620		Fiscal Agent s Fees	\$550.00		2013A Bond Administration Fees
E 335-47500-620		Fiscal Agent s Fees	\$500.00		2020A Bond Administration Fees
Total			\$1,050.00		
28287	07/14/23	US BANK			
E 335-47000-610		Interest	\$69,337.50	2323848	2013A Bond Interest
E 301-47000-610		Interest	\$57,025.00	2323879	2020A Bond Interest
Total			\$126,362.50		
28288	07/14/23	SCOTT WAY			
G 101-22000		Deposits	\$50.00		Deposit Refund
Total			\$50.00		
28289	07/14/23	WELLENS AGRONOMICS			
E 101-45200-310		Other Professional Servic	\$2,098.10	7896	Soil Prep for Gras Seeding City Squae Park
Total			\$2,098.10		
28290	07/14/23	WM MUELLER & SONS, INC.			
E 101-43100-312		Contractual Services	\$16,833.00	144	Village Parkway Patching
E 101-43100-312		Contractual Services	\$281.79	288833	Blacktop Patching
E 101-43100-312		Contractual Services	\$128.80	288935	Blacktop Ptaching
Total			\$17,243.59		
10100 Checking			\$345,138.22		

***Check Detail Register©**

Batch:

071723CR,071023HorizonPool,071023Abdo,071023Broadband,071023Techstar,071023Republic,071023Healthpartners,071323Aspen
Mills,071323Carco,071323Coreand
Main,071323ecm,071423ECM,071323USABlueBook,071423Aspenmills,071323Diversified,071323rectech,071323QualityFlow,071123
MVTI 071323Ycel 071323Verizon 071423MVTI

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary

10100 Checking			
101 GENERAL FUND			\$156,897.82
301 GENERAL DEBT SERVICE			\$61,995.00
335 2013A DEBT SERVICE			\$70,387.50
601 WATER FUND			\$9,952.46
602 SEWER FUND			\$45,905.44
			<hr/>
			\$345,138.22

Clerk Treasurer

Date

City of Cologne Payroll 4-Jul-23			
Employee	\$ 13,588.83	July 4, 2023 Payroll	
IRS	\$ 5,199.50	July 4, 2023 Payroll	
MN Department of Revenue	\$ 903.85	July 4, 2023 Payroll	
PERA	\$ 2,520.30	July 4, 2023 Payroll	
Total	\$ 22,212.48		

City of Cologne Payroll
18-Jul-23

Employee	\$ 14,508.49	July 18, 2023 Payroll
IRS	\$ 5,388.48	July 18, 2023 Payroll
MN Department of Revenue	\$ 926.31	July 18, 2023 Payroll
PERA	\$ 2,632.31	July 18, 2023 Payroll
Deferred Compensation	\$ 544.75	July 18, 2023 Payroll
Health Savings Account	\$ 1,204.30	July 18, 2023 Payroll
Vacation Payout	\$ 5,841.74	July 18, 2023 Payroll
IRS - Vacation Payout	\$ 2,739.65	July 18, 2023 Payroll
MN Department of Revenue - Vacation Payout	\$ 550.91	July 18, 2023 Payroll
Total	<u>\$ 34,336.94</u>	

City of Cologne Fire Department Payroll 7/6/2023 Quarter 2			
Employee	EFT	\$ 14,260.45	July 6, 2023 Q2 Payroll
IRS	EFT	\$ 3,089.49	July 6, 2023 Q2 Payroll
	Total	\$17,545.42	

**CITY OF COLOGNE
RESOLUTION NO. 23-15**

**RESOLUTION AUTHORIZING SUBMITTAL OF A POINT SOURCE IMPLEMENTATION
GRANT (PSIG) APPLICATION TO THE MINNESOTA PUBLIC FACILITIES AUTHORITY
(PFA) AND TO AUTHORIZE CITY OFFICIALS TO EXECUTE A GRANT AGREEMENT FOR
THE WASTEWATER TREATMENT FACILITY UPGRADE PROJECT**

WHEREAS, the Point Source Implementation Program, established in Minnesota Statutes 446A.073, as amended provides funds for construction projects; and

WHEREAS, the City of Cologne (the “City”) is hereby applying to the PFA for funds to be used for eligible costs for the Wastewater Treatment Facility Upgrade Project; and

BE IT RESOLVED, that the City has the legal authority to apply for the grant, and the financial, technical, and managerial capacity to ensure proper construction, operation and maintenance of the project for its design life.

BE IT FURTHER RESOLVED, that upon approval of its application by the PFA, the City may enter into an agreement with the PFA for the above referenced project, and that the City certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the Compliance listing of the grant application.

NOW, THEREFORE BE IT FURTHER RESOLVED, that Mayor Matt Lein and City Administrator Jesse Dickson, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the above project on behalf of the City.

Adopted by the City Council of the City of Cologne, MN on Monday, July 17th, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

Cologne Area Transportation Study

City Council Update

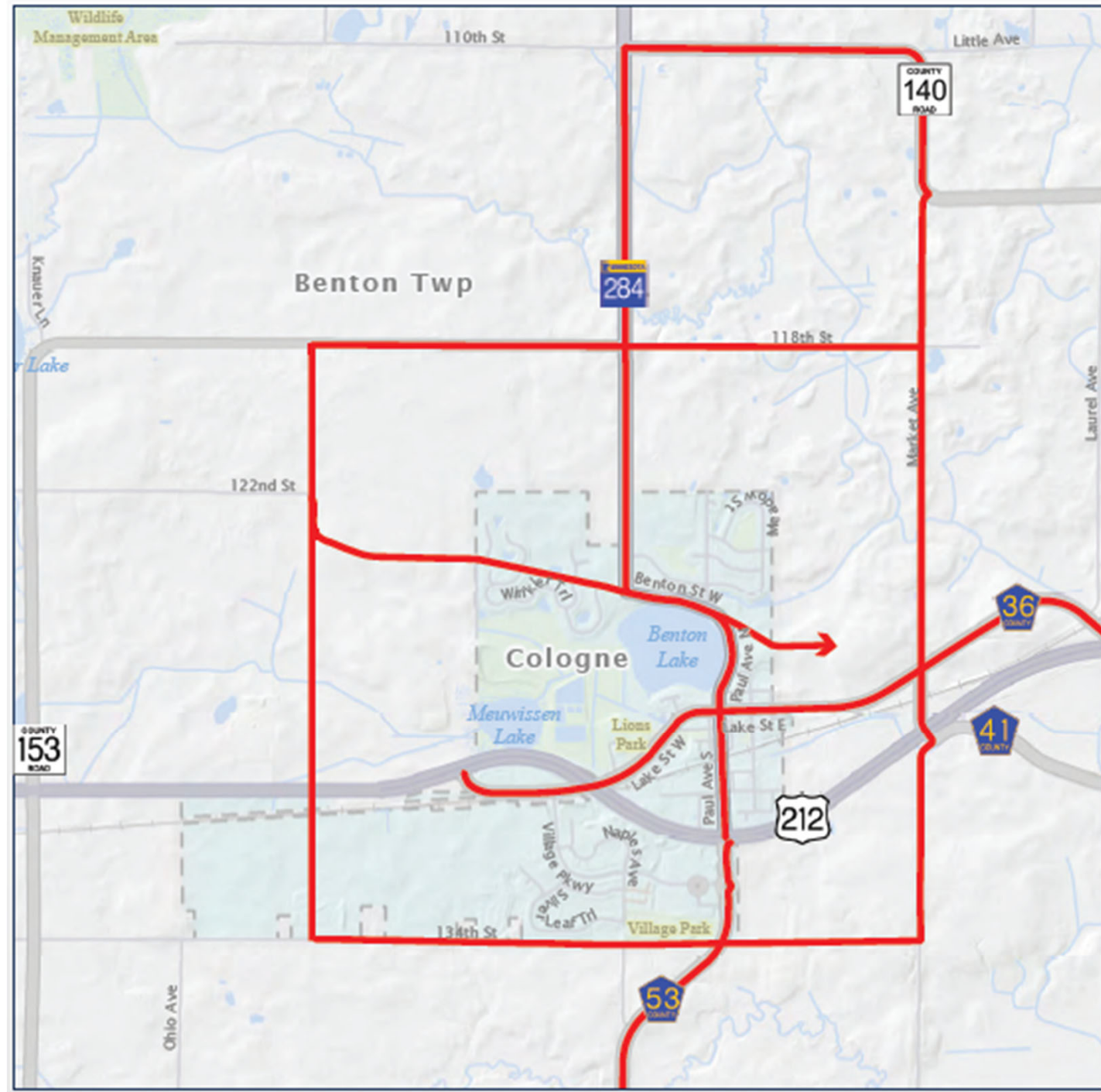
July 2023

Agenda

- Review of study and recommendations
- Final report
- Request for adoption

y Area and ose

se of this study is to
nderstand the
ation system in and around
f Cologne to determine the
transportation system
e study will identify a set
mid-, and long-term
ents that can be phased in
oment occurs and funding



dy Vision d Goals

Vision

The future transportation network in the Cologne area will accommodate the continued development of the city and surrounding areas as well as accommodate the safe and efficient movement of people and goods. The planned network will preserve important community and environmental resources and the quality of life that make this area a desirable place to live and conduct business.

Goals

- Safety
- Local and regional mobility
- Multimodal
- Economic growth and development
- Preserve resources
- Sustainable funding sources

Public and Stakeholder Engagement Activities

Public involvement plan

Focus group meetings

Open house meetings

One-on-one meetings

Study website

Mailings

Cologne Council meetings

Agency meetings

Planning commission meeting

Township board meetings


County Board meeting

dy Area ues

- Safety at major intersections
- Freight movement
- Traffic flow through the community / connection to Waconia
- Access to the state and county highway networks
- Preserve agricultural land uses where possible
- Improvements should allow agricultural equipment use
- Improvements should include non-motorists and support a healthy lifestyle

dy Area ues

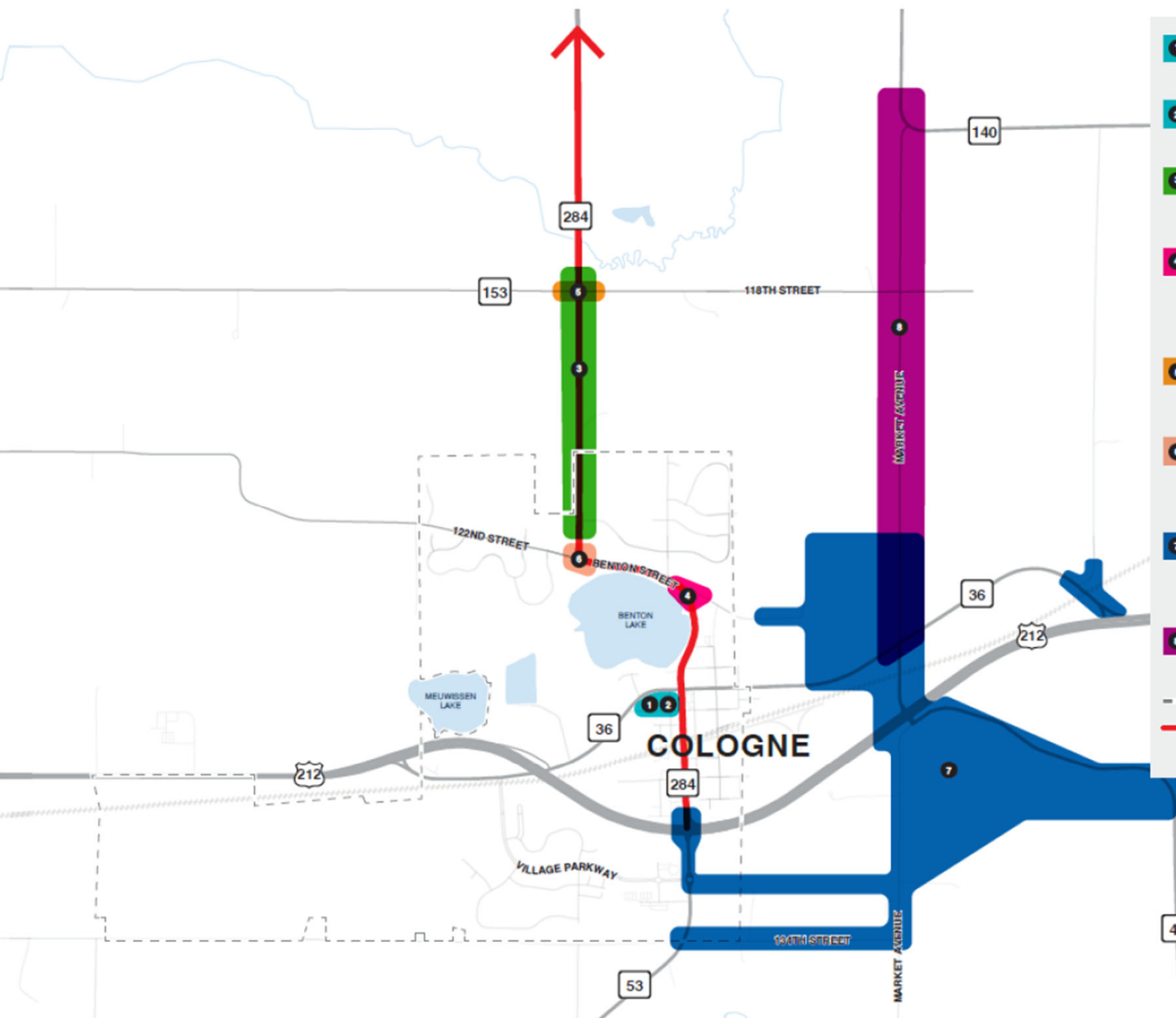
- Turnback of TH 284 from MnDOT to Carver County
- Supporting system network
- Cultural and environmental resources
- Infrastructure condition (sidewalks, railroad crossing)
- Community connectivity
- Supporting development in downtown
- Community garden near the church

A solid dark blue vertical bar is positioned on the left side of the slide, extending from the top to the bottom.

Recommended Alternatives for Future Implementation

us Areas rovements

- Market Avenue interchange and roadway
- TH 284 and Benton Street (triangle area)
- TH 284 and Benton Street/122nd
- TH 284 between Benton Street/122nd and CR 153
- TH 284 and CR 153/118
- CSAH 36 and Playhouse



- 1** **CSAH 36 Trail Connection to TH 284**
Priority: Short-term (0-7 Years)
Total Project Cost (2023 Dollars): \$180,000 to \$240,000
 - 2** **CSAH 36 & Playhouse Sidewalk**
Priority: Mid-term (8-15 Years)
Total Project Cost: \$290,000 to \$350,000
 - 3** **TH 284 Between Benton/122nd Street & CR 153/118th Street (Concept B)**
Priority: Mid-term (8-15 Years)
Total Project Cost: \$4.2 mil to \$5.2 mil
 - 4** **Triangle Area**
Priority: Mid-term
Total Project Cost:
Concept F (Full Roundabout): \$1.6 mil to \$1.8 mil
Concept A (Mini Roundabout over Garden): \$843,000 to \$1.1 mil
Concept C (Mini Roundabout Shifted North): \$900,000 to 1.1 mil
 - 5** **TH 284 and CR 153/118th Street (Concept A - Roundabout)**
Priority: Mid-term
Total Project Cost: \$1.9 mil to \$2.4 mil
 - 6** **TH 284 and Benton/122nd Street Intersection**
Priority: Mid-term
Total Project Cost:
Concept A (Mini Roundabout): \$862,000 to \$1.1 mil
Concept B (Full Roundabout): \$1.2 mil to \$1.5 mil
 - 7** **Market Avenue/TH 212 Interchange**
Priority: Long-term
Total Project Cost:
Concept C (Partial Cloverleaf): \$42.2 mil to \$54.2 mil
Concept D (Roundabouts with Grade Separation): \$42.2 mil to \$54.2 mil
 - 8** **Market Avenue Improvements North of Interchange**
Priority: Long-term
Total Project Cost: \$7.4 mil to \$9.8 mil
- City Boundary
- Planned Turnback (2031)
Reconstruct MN 284 from US 212 to 122nd St
Project Cost: \$9.4 M-\$12.7 M





Implementation

Implementation line

Short-term= 2023 – 2030

Mid-term = 2031 – 2038

Long-term = 2039+

Short-Term 2023 - 2030

Projects

- Trail extension on CSAH 36
- Advance warning for CSAH 36 rail bridge
- Wayfinding

Other

- Adopt study
- Access management
- Obtain ROW for new development
- Identify future connections at Benton/Market/CSAH 36
- Studies: minor improvements at TH 21/284/CSAH 53, advance warning at CSAH 36 rail bridge, trail connection outside of Cologne
- Grant applications
- Budget for improvements

Mid-Term – 2031 – 2038 (Projects)

- MnDOT turnback of TH 284
- TH 284 and CR 153/118th
- TH 284 between CR 153/118th & Benton/122nd
- TH 284 and Benton/122nd
- Triangle area
- Sidewalk on Playhouse Street (city only project)

Mid-Term – 2031 – 2038 (Inner)

- Comprehensive plan updates
- Annexation agreements
- Budget for improvements
- Access management strategies
- Obtain ROW for new development
- Studies: Market Avenue, connection to the south side of TH 212 across from Carver County public works
- Grants

g-Term –
39+

Projects

- Market Avenue interchange
- Market Avenue roadway

Other

- Reclassify Market Avenue (when becomes a county road)
- Budget for improvements
- Access management strategies
- Obtain ROW for new development
- Grant applications

al Report

Draft final plan provided to study partners
in June

Minor revisions based on feedback

Final plan provided last week

al Report

Plan Content

- Executive summary
- Introduction
- Public and agency involvement
- Existing and future conditions
- Concept development and evaluation
- Recommendations and implementation

n
option

Request for city to adopt plan

County board will adopt – they received a similar presentation in late June

ank You

- Appreciate the council's time and interest in the study
- Staff has been very supportive and has provided good input and context as the study progressed
- Community has participated in outreach and feedback opportunities



**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

July 6, 2023

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

RE: Winkler Crossing 5th 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 5th Addition", dated June 12, 2023, 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.
- 4) There are no oversizing costs associated with this addition.

Sanitary Sewer:

- 1) Special bedding may be required in areas of deep sewer if soil conditions require it.

Watermain:

- 1) A gate valve shall be added at the tee on the watermain stub between Lots 9 & 10 Block 1.
- 2) A gate valve shall be added at the tee on the watermain on Westin Street and Hudson Street.
- 3) A hydrant shall be added or relocated to the high point located at 24+00 Prairie View Drive, or the high point shall be eliminated or moved to a hydrant location.
- 4) All watermain bolts shall be Cor-Blue or equal.
- 5) All exposed bolts on hydrants and gate valves shall be stainless steel.
- 6) Water service curb boxes shall include an operating nut extension rod to within one foot of finished grade.

Grading, Drainage and Erosion Control:

- 1) Verify the constructability of all manhole sizing and depths.
- 2) Insulate all storm sewer and watermain, water service, and sanitary service crossings with less than 3 feet of vertical separation.
- 3) 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.
- 4) All temporary drainage and erosion control facilities should be installed prior to commencing other construction.
- 5) All turf areas that will be owned and or maintained by the City 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'.
- 2) The drainage and utility easement between Lots 2 & 3 Block 3 shall be 20 feet wide.
- 3) The proposed trail easement between Lots 9 & 10 Block 1, should also include a drainage and utility easement provisions to encumber the proposed watermain stub.

City of Cologne
RE: Winkler Crossing 5th Addition
Plan Review

Signage:

- 1) Street signs shall be consistent with City standards and style.

Landscaping:

- 1) Plantings are not allowed within drainage and utility easements or over or near City owned utilities.

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.



John K. Swanson

cc: Jake Saulsbury, P.E.
Cindy Nash, City Planner
Cristophe Morschen, MHS

Collaborative Planning, LLC

MEMORANDUM

To: Jesse Dickson, City Administrator

From: Cindy Nash, City Planner

Date: July 9, 2023

Subj: Planning Review Comments – Winkler Crossing 3rd Addition Final Plat and Plans dated June 12, 2023

I have reviewed the final plat and plans dated June 12, 2023 and have the following comments.

1. Engineering comments will be included within a separate memo.
2. The trail should be in an outlot rather than an easement. The outlot should be as wide as possible to contain the trail as well as clear area on either side as per discussions with applicant the week of July 10, 2023. The remaining area currently shown on the preliminary plat and plans as drainage and utility easement should remain as drainage and utility easement.
3. The final plat shall list the Mayor's and City Clerk's names.
4. The landscape plan should identify the topsoil required as 6 inches instead of 4 inches.
5. A title commitment shall be provided prior to the Final Plat being on the City Council agenda.

cc: Jake Saulsbury, Bolton and Menk
Christophe Morschen, Melchert Hubert Sjodin

Collaborative Planning, LLC

MEMORANDUM

TO: Planning Commission and City Council

FROM: Cindy Nash, AICP, City Planner

MEETING DATE: July 10, 2023

SUBJECT: **Winkler Crossing 5th Addition** for (1) Amendment to Planned Unit Development and (2) Final Plat

APPLICANT: Loomis Development, LLC

LOCATION: Generally located north of 122nd Street and west of TH 284

COMPREHENSIVE PLAN: Low-Density Residential

Description of Request

Loomis Development, LLC is proposing to final plat their third phase to be known as Winkler Crossing 5th Addition, consisting of 35 lots and one outlot.

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

Item 1: Recommendation on Planned Unit Development Amendment

The Developer has applied for an amendment to the PUD to request a 9 foot side yard setback instead of a 10-foot setback. Their reasoning for this is included in the packet, along with sample additional home plans that they could offer if this were permitted.

Recommendation on Amendment to PUD

Staff recommends approval of this amendment. The draft resolution contained within the packet amends and replaces the existing 2020 PUD resolution to add in this differing requirement for the side yard setback. All other terms and conditions of the 2020 PUD are retained.

Item 2: 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 is reserved for future development.

Access, Roads, Pedestrian Circulation

The plans identify that three roads will be constructed on the property. Prairie View Drive will be extended through this section, Westin Drive will be extended to the north, Hudson Street will also be installed to connect a loop around. 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 and the existing carryover credit will be applied.

Recommendation on Final Plat

Staff recommends approval of the Final Plat, subject to the conditions contained in the draft resolution in the packet.

A draft Development Agreement and resolution are included in the City Council packet as well.

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 23-16**

**A RESOLUTION AMENDING A PLANNED UNIT DEVELOPMENT FOR A
DEVELOPMENT KNOWN AS WINKLER CROSSING ADDITIONS**

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, Winkler Crossing 2nd, LLC, a Minnesota limited liability company (the “Developer”) is the Developer of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

WINKLER CROSSING 3rd ADDITION, Carver County, Minnesota, and
WINKLER CROSSING 4th ADDITION, Carver County, Minnesota

(the “Subject Property”); and

WHEREAS, the Subject Property was included in a Planned Unit Development approved by the City of Cologne under Resolution No. 20-10 on May 4, 2020 (the “2020 PUD”; and

WHEREAS, the 2020 PUD contained various conditions related to the manner and terms under which development of this property was permitted to commence; and

WHEREAS, the Developer has applied for an amendment to the 2020 PUD in order reduce the side-yard setbacks that were approved as part of the 2020 PUD; and

WHEREAS, the approved preliminary plat previously submitted by the for a development entitled Winkler Crossings Additions, the most recent revision of said preliminary plat updated April 8, 2020 (unless otherwise noted) was prepared by James R. Hill, Inc. and contains the following sheets:

- a. Title Sheet (Sheet 1.0)
- b. Existing Conditions (Sheet 1.1)
- c. Existing Drainage Map (Sheet 1.2)
- d. Proposed Drainage Map (Sheet 1.3)
- e. Preliminary Plat (Sheet 2.0) – revised March 18, 2020
- f. Erosion and Sediment Control Plan (Sheet 3.0)
- g. Erosion and Sediment Control Notes (Sheets 3.1 to 3.2)
- h. Erosion and Sediment Control Details (Sheet 3.3)
- i. Grading and Drainage Plan (Sheets 4.0 to 4.4)
- j. Utility Plan (Sheets 5.0 to 5.4)

- k. Construction Details (Sheets 6.0 to 6.1)
- l. Lot Phasing Plan (Sheet 1 of 1) – April 21, 2018
- m. Site Grading Phasing Plan (Sheet 1 of 1) – April 21, 2018
- n. Preliminary Landscape Plan (5 sheets) – April 20, 2020

(the “Site Plans”); and

WHEREAS, the Planning Commission of the City did on July 17, 2023, conduct a public hearing in relation to the Developer’s request for an amendment to the 2020 PUD ; and

WHEREAS, the Planning Commission of the City did on July 17, 2023 recommend approval of the amendment to the 2020 PUD to the City Council; and

WHEREAS, the City Council has considered the proposed application to rezone the property and it makes the following **findings of fact**:

Application

- 1. The Developer submitted an application (“Application”) for an amendment to the planned unit development.
- 2. The Subject Property is bordered on the south by 122nd Street, on the west by single-family homes and vacant property, on the north by undeveloped property, and on the east by undeveloped property.

Review Process

- 1. Following appropriate published and mailed notice, a public hearing was held by the Planning Commission on July 17, 2023.
- 2. The Planning Commission, following receipt of public comments and deliberation on the proposed Application, recommended approval of preliminary plat at their July 17, 2023 meeting.
- 3. These findings and resolutions are based upon the Council Memo July 10, 2023, the favorable recommendation of the City Planning Commission, and such additional information and documentation which is presented to the City Council on July 17, 2023 which will be the subject of a separate list prepared by the City Planner following the July 17, 2023 meeting.

Comprehensive Plan

- 1. The City’s current Comprehensive Plan (“2030 Comp Plan”) was adopted in 2009 pursuant to Minnesota Statutes Section 473.859 to be in conformance with the Metropolitan Council’s 2030 Regional Development Framework and the systems statements issued by the Metropolitan Council.

2. The Comp Plan guides the Subject Property as Low-Density Residential, and notes a planned park on the Subject Property
3. The proposed application is consistent with the guidance in the Comp Plan.

Subject Property Zoning

1. The property is currently zoned Planned Residential Development. The terms of the existing 2020 PRD are generally consistent with the R-1 zoning district as amended by the 2020 PRD. This amendment seeks to reduce the side-yard setback from 10 feet to 9 feet.
2. For the purposes of review, the R-1 Zoning District was utilized to determine potential design characteristics that would vary under the terms of a proposed amended planned unit development.
3. The proposed base zoning district for the Subject Property of R-1 is consistent with the guidance in the Comp Plan.
4. The requested use of single-family homes is an allowed use in the R-1 Zoning District.

NOW, THEREFORE, BE IT RESOLVED the amendment to the planned unit development is approved and will be effective upon completion of the following conditions:

1. The foregoing findings of fact are incorporated herein by reference.
2. This Resolution No. 23-16 amends and replaces Resolution No. 20-10.
3. A Final Plat for the Subject Property is approved and recorded.
4. A Developer's Agreement acceptable to the City is entered into by and between the Developer and the City.
5. Adoption and publication of the ordinance amending the existing PRD as required by law.
6. All conditions of the City Engineer, City Attorney and City Planner are met.
7. Single-family homes are the permitted use on the lots on Blocks 1 through 10. The outlots are not permitted to be used for residential lots.
8. Outlots A and B shall satisfy the open space requirements for the 2002 PRD. the Developer shall, simultaneously with the recording of the final plat for the first phase, convey to the City by warranty deed, free and clear of all liens and

encumbrances, fee title to the property described as Outlots A and B on the Preliminary Plat (the “Open Space Property”). Conveyance of the Open Space Property to the City shall satisfy the open space requirements for both the 2002 PRD and this amended planned unit development of the Subject Property. The conveyance of the Open Space Property does not constitute parkland dedication, or satisfy any applicable parkland dedication requirements which requirements shall be satisfied as described in future resolutions approving the preliminary plat and each phase of the final plats.

9. No lots are permitted to access directly onto 122nd Street.
10. The single-family homes constructed on the residential lots in the Subject Property shall have the following attributes:
 - a. All homes must have a three-car garage.
 - b. The front elevations of the homes must have a 25% surface area accent comprising of stone, masonry, wood or stucco.
 - c. The minimum roof pitch of any front facing gable shall not be less than 7/12.
 - d. No more than two homes with the same or similar exterior and front elevations shall be erected within any five abutting, contiguous, and successive lots or within four lots on either side of the lot directly across the street from the lot in question.
11. Variations from the City’s Zoning Ordinance requirements for the residential lots are approved as follows:
 - a. The lot size is reduced to 8,750 square feet.
 - b. The minimum lot width is reduced to 70 feet at the setback line.
 - c. The side-yard setback is reduced to 9 feet.
12. All other requirements of the City’s Zoning Ordinance not specifically exempted above must be met as if the lots were zoned R-1.

Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 17th day of July, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/ _____

Lein _____

Szaroletta _____

Kells _____

S/ _____

Bruss _____

Lenzen _____

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 23-17**

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN
AS WINKLER CROSSING 5th 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 B, WINKLER CROSSING 4th 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 July 17, 2023 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 5TH 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, and Resolution No. 23-16 amending the Rezoning/PRD, 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 July 6, 2023 and Collaborative Planning dated July 9, 2023 (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 5th ADDITION dated June 12, 2023 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”):
 1. Title Sheet (Sheet 1.0)
 2. Existing Conditions (Sheet 1.1)
 3. Erosion and Sediment Control Plan (Sheet 2.1)
 4. Erosion and Sediment Control Plan Topsoil Management Plan (Sheet 2.2)
 5. Erosion and Sediment Control Plan Seeding Plan (Sheet 2.3)
 6. Erosion and Sediment Control SWPPP Notes (Sheets 2.4 to 2.5)
 7. Erosion and Sediment Control Details (Sheet 2.6)
 8. Grading and Drainage Plan (Sheet 3.1)
 9. Sanitary Sewer and Watermain Construction (Sheets 4.1 to 4.3)
 10. Storm Sewer Construction (Sheets 5.1 to 5.2)
 11. Street Construction (Sheets 6.1 to 6.2)
 12. Construction Details (Sheets 7.1 to 7.3)
 13. Landscape Plan prepared by Calyx Design Group dated June 14, 2023
5. No construction shall be permitted on the Subject Property until updated James R. Hill Plans addressing the comments of the Staff Letters 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 Construction 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 Developer’s 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 Construction 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 September 15, 2023.
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 September 15, 2023.
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 Developer's 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 3.
16. Outlot A of WINKLER CROSSING 5TH 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 4TH ADDITION, the Developer has a credit of \$65,985.80 that is carried forward to this WINKLER CROSSING 5TH ADDITION. The Developer's Agreement shall memorialize the use of the carry-over credit. Park dedication for Outlot A of WINKLER CROSSING 5TH ADDITION shall be paid at the time of future platting and development of said outlot 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 Construction Plans. The following trails shall be installed:
 - A. The trail connecting between Prairie View Drive and the western property line shall be constructed at the sole expense of the Developer.
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 WMO, 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 (60) days

of the issuance of a Certificate of Occupancy, unless the Certificate of Occupancy is granted after September 15th in a given year in which case the sod must be installed by July 15th of the following year.

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

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

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Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____
nays effective on the 17th day of July, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/_____

Lein_____

Szaroletta_____

Kells_____

S/_____

Bruss_____

Lenzen_____

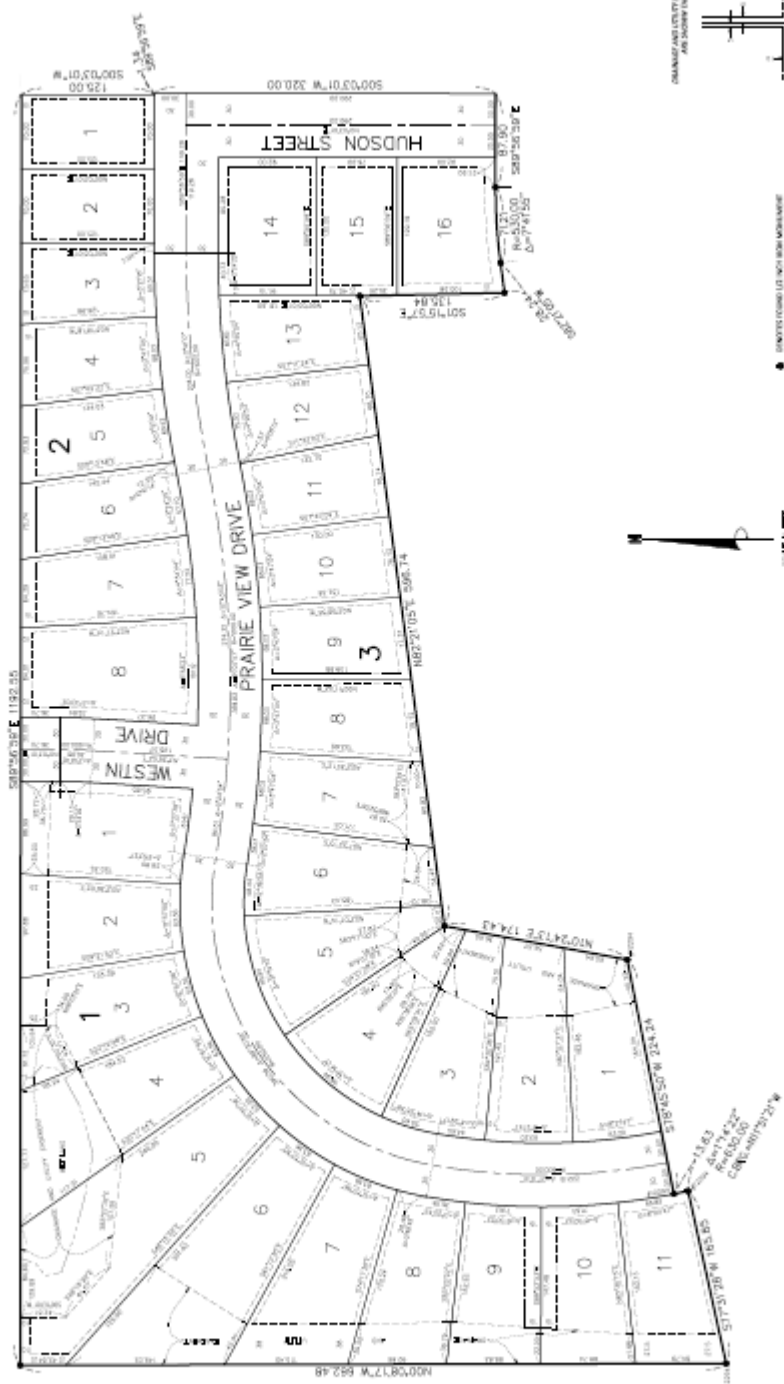
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draft2.docx
July 14, 2023

Final Plat

7

PLAT FILE NO. _____
C.R. DOC. NO. _____

INSET



• **GRONOVITS RECEIVED** LIT. INCH. BEHOLD. MODERNISM. WFTV-CAP. 04/02/22 8.1.3. INC. 47481. 04/02/22 04/02/22 04/02/22 04/02/22

DOORAGE AND UTILITY PAYMENTS BEING 5 FEET IN WIDTH, LENGTH OF HIGHWAY INDICATED, INCLUDING LEFT SHOULDER, AND ROAD 15 FEET IN WIDTH, AND 150 FEET IN LENGTH, INCLUDING ADJACENT OF AID UNDER AS SHOWN ON THE PLAN.

JAMES R. HILL, INC.

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 23-18**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR A
DEVELOPMENT KNOWN AS WINKLER CROSSING 5TH 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 B, WINKLER CROSSING 4th ADDITION, Carver County, Minnesota

(the “Subject Property”); and

WHEREAS, the City has given final approval of Developer’s plat of the Subject Property contingent upon compliance with certain City requirements including the approved City conditions of approval as contained in Cologne Resolution No. 23-17 adopted on July 17, 2023, and those City approved standard terms and conditions contained herein; and

WHEREAS, the City requires that certain public improvements including, but not limited to bituminous street, sidewalk, trail(s), curb and gutter, grading, drainage, sanitary sewer, municipal water and storm sewer and drainage ponds as set forth on the approved Development Plans for WINKLER CROSSING 5TH ADDITION (hereafter “Improvements”) be installed to serve the Subject Property and be financed by Developer; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Development Agreement subject to the City Attorney’s review and approval, and authorizes City staff and the Mayor to execute documents as necessary to cause the Final Plat and Development Agreement to be recorded, subject to said documents being reviewed and approved by the City Attorney.

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Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 17th day of July, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/ _____

Lein _____

Szaroletta _____

Kells _____

S/ _____

Bruss _____

Lenzen _____

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Winkler 5th draft2.docx
July 14, 2023

WINKLER CROSSING 5TH ADDITION
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2023, 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 1-11, Block 1; lots 1-8, Block 2; and lots 1-16, Block 3; all in WINKLER CROSSING 5TH ADDITION (the "Residential Lots");

2. Use by the Developer to plat into lots and right of way in the future encompassing Outlot A of WINKLER CROSSING 5TH ADDITION (the “Future Lots”); and

all in a plat entitled WINKLER CROSSING 5TH ADDITION to be filed in the records of the Carver County Recorder.

C. The Outlots A and B depicted on WINKLER CROSSING 3RD 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 3RD 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 and by Resolution No. [REDACTED] adopted on [REDACTED], 2023, 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 3RD 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 “3RD ADDITION Developer’s Agreement”).

G. By Resolution No _____ adopted on _____, 2022, the Developer has received final plat approval from the City Council for the subdivision and development of WINKLER CROSSING 4TH 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, _____, and in the Developer's Agreement recorded as Document No. _____ in the Carver County Recorder's Office (the "4TH ADDITION Developer's Agreement").

H. 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.

I. By Resolution No _____ adopted on _____, 2023, 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.

J. 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 5TH 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. [REDACTED] approving the final plat of the Property including any requirements, reports, or resolutions incorporated into Resolution Nos. 20-10, 20-11, and

by reference. The Developer shall comply with all requirements of the City Engineer set forth in his letters dated July 6, 2023 and of the City Planner in her letters dated July 9, 2023, report dated July 10, 2023, 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") other than the three (3) phase power line along 122nd Street, which shall remain in place.

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 5TH ADDITION were prepared by James R. Hill, Inc. for the Developer dated June 12, 2023, and finalized on _____, 2023, unless otherwise noted below and contain the following plan sheets:

1. Title Sheet (Sheet 1.0)
2. Existing Conditions (Sheet 1.1)
3. Erosion and Sediment Control Plan (Sheet 2.1)
4. Erosion and Sediment Control Plan Topsoil Management Plan (Sheet 2.2)
5. Erosion and Sediment Control Plan Seeding Plan (Sheet 2.3)
6. Erosion and Sediment Control SWPPP Notes (Sheets 2.4 to 2.5)
7. Erosion and Sediment Control Details (Sheet 2.6)
8. Grading and Drainage Plan (Sheet 3.1)
9. Sanitary Sewer and Watermain Construction (Sheets 4.1 to 4.3)
10. Storm Sewer Construction (Sheets 5.1 to 5.2)
11. Street Construction (Sheets 6.1 to 6.2)
12. Construction Details (Sheets 7.1 to 7.3)
13. Landscape Plan prepared by Calyx Design Group dated June 14, 2023

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 the letters dated July 6, 2023 and to the satisfaction of the City Planner the issues raised in the letters dated July 9, 2023 and report dated July 10, 2023 set forth in Resolution No. 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, except that Developer may begin the Site Grading Improvements upon (i) confirmation that Developer has provided City with Security and Additional Security required by §§ 2.11 and 3.10, (ii) the deposit under § 1.01 and (iii) execution of this Agreement. Developer understands that any and all Site Grading Improvements that it performs prior to the receipt of permits and approvals shall be at its own risk and that Developer may be required to stop, alter, or undue any or all work performed if so required by the City or governmental agencies with all costs and liabilities to be borne by Developer.

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 September 1, 2023 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, 2023 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 (35 x \$12.50 for a total of \$437.50) 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 _____ and _____/100 Dollars (\$ _____), which is 125% of the City Engineer's estimated cost of the Improvements (including the landscape plan). The Security must remain in place to secure Developer's obligations under this Agreement, 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 so provided by Developer must name the City as an additional insured on the certificate. The insurance provided by the Developer's contractor must endorse the City and Bolton & Menk, Inc. as an additional insured on forms WN GL 146 07 19 and WN GL 147 07 19 (or their equivalents) for General Liability, Automobile Liability, and Umbrella/Excess Liability on a primary and non-contributory basis. All certificates from Developer or any contractor or subcontractor of Developer's 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, all permitting agency requirements, 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, 2023, 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 5TH 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 that will be owned by the City 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 5TH 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 \$65,985.80 carried forward and applicable to this WINKLER CROSSING 5TH ADDITION resulting from park improvements made on WINKLER CROSSING 3RD ADDITION. This credit shall be deducted from the park dedication fee for the thirty-five (35) Residential Lots of \$80,885.00 (35 residential lots x \$2,311.00 per residential lot for a total of \$80,885.00).

- B. As a result the value of the credit for park improvements made on WINKLER CROSSING 3RD ADDITION noted in subparagraph A, which is less than the cash park dedication fee required for WINKLER CROSSING 5TH ADDITION, the Developer shall be required to pay the difference as cash park dedication fees in the amount of \$14,899.20 concurrently with the execution of this Agreement.
- C. Park dedication fees for Outlot A IN WINKLER CROSSING 5TH ADDITION shall be paid at the time of future platting and/or development of Outlot A and the Developer shall pay the full park dedication fee per lot.

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 Four Hundred and 00/100 Dollars (\$1,400.00) shall be paid concurrent with the execution of this Agreement.

3.08 [Reserved].

3.09 [Reserved].

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 3RD 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, 2024; 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 5TH ADDITION development on Outlot A of WINKLER CROSSING 3RD ADDITION, or any other Residential Lot abutting 122nd 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 of WINKLER CROSSING 5TH ADDITION 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 said Outlot A are re-platted for residential development and the drainage and utility easements covering the underground utility lines in said Outlot A are so indicated on subsequent platting.

3.16 Snowplowing. The City will assume the responsibility for plowing snow on each of the platted streets of WINKLER CROSSING 5TH 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 [Reserved].

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 August 31, 2023, together with all documents 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 5TH ADDITION
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND LOOMIS DEVELOPMENT LLC

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 _____, 2023,
by Matt Lein, the Mayor, respectively, of the City of Cologne, a Minnesota municipal corporation,
on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Michelle Morrison, the 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 5TH ADDITION
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND LOOMIS DEVELOPMENT LLC

LOOMIS DEVELOPMENT LLC

By: Scott Loomis
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Scott Loomis, the Chief Manager 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
TO DEVELOPER'S AGREEMENT
FOR WINKLER CROSSING 5TH ADDITION**

Tradition Capital Bank, a Minnesota banking corporation, as mortgagee under that certain Combination Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated October 9, 2020, filed in the office of the Carver County, Minnesota Recorder on October 9, 2020, as Document No. A707191, in the original amount of \$1,738,200.00 to secure sums due and payable from Loomis Development LLC, a Minnesota limited liability company, as mortgagor, does hereby consent to the terms and conditions of the Winkler Crossing 5TH Addition Developer's Agreement between the City of Cologne, a Minnesota municipal corporation, and Loomis Development LLC, a Minnesota limited liability company, dated _____, 2023 and subordinates that combination mortgage and the assignment of rents and the lien created thereby to such Developer's Agreement.

TRADITION CAPITAL BANK

By: Andrew Krough

Its: _____

STATE OF MINNESOTA)
)SS.
COUNTY OF _____)

The foregoing Mortgagee's Consent was acknowledged before me this _____ day of _____ 2023, by Andrew Krough, the _____ of Tradition Capital Bank, a Minnesota banking corporation.

Notary Public

EXHIBIT A

Outlot B, Winkler Crossing 4TH Addition, according to the recorded plat thereof, Carver County, Minnesota.

DRAFT

**CITY OF COLOGNE
CARVER COUNTY
STATE OF MINNESOTA**

ORDINANCE NO. 150-Y__

**AN ORDINANCE AMENDING THE CITY OF COLOGNE ZONING ORDINANCE
RELATED TO ACCESSORY STRUCTURES AND IMPERVIOUS SURFACE**

The City Council of Cologne, Minnesota ordains:

SECTION 1. RESCIND AND REPLACE SECTION. Section 153.016 of the Cologne Zoning Ordinance is hereby rescinded and a new Section 153.016 is added as follows:

153.016 ACCESSORY STRUCTURES.

(A) *General.* No accessory structure may be permitted on any parcel without a principal structure. Accessory structures and driveways may not be located within any public easement areas. No accessory structures may be located in the required front yard (the area between the principal structure and the public right-of-way). Corner lots have front yard areas abutting both public rights-of-way.

(B) *Site plan review and permit requirements.*

(1) *Structures 200 square feet and less.* An administrative site plan review is required for the construction, erection, or placement of all detached accessory structures not exceeding 200 square feet in area. Any party intending to construct, erect, or place such a structure on any property must present a sketch plan of the property, including location of the principal structure and proposed location of the accessory structure, to the City Clerk. The City Clerk or designee shall promptly verify whether the proposed accessory structure meets the requirements of this chapter, or whether additional review or permitting is required. No site plan may be approved and no structure may be constructed unless in conformity with the requirements of this chapter.

(2) *Structures over 200 square feet.* An administrative site plan review and building permit application is required for all detached accessory structures exceeding 200 square feet in area. A certificate of survey, including the location of the principal structure and proposed location of the accessory structure along with other information included on the checklist for a certificate of survey, shall be submitted with the application.

(C) *Size limitations in Residential Zoning Districts.*

(1) Detached accessory structures shall not exceed an aggregate total of 200 square feet; except, when no attached or detached accessory structure exists on the property, or when only a single car attached or detached accessory structure exists on property within the Downtown Overlay District, the aggregate total of detached accessory structures shall not exceed 1,000 square feet. No detached accessory structure shall exceed 20 feet in height or contain more than one story.

(2) If an attached accessory structure is being removed or converted to living space in order to construct a new accessory structure, a building permit is required. Any conversion of an accessory structure to living space shall include the removal of overhead doors, the replacement of siding to match the principal structure, interior improvements that are compatible with the principal structure, and the realignment of the existing driveway when necessary and appropriate to serve a new accessory structure and when such realignment is necessary aesthetically to be compatible with the conversion of accessory space to living space. The conversion of the accessory structure to living space shall either occur prior to the issuance of a building permit for a detached accessory structure, or the applicant shall enter into a written agreement prepared by the City Attorney and establish a financial security with the City to establish terms and conditions under which the future conversion will occur.

(D) **Size Limitations in Non-Residential Zoning Districts.** Structures accessory to the principal use shall not exceed thirty (30) percent of the gross floor area of the principal use.

(E) *Setback requirements* No accessory structure may be located in the required front yard in any zoning district. Accessory structures with permanent foundations must meet the setback requirements of the principal structure. Accessory structures that are 200 square feet or less in size shall meet the following minimum setback requirements:

Residential Districts	Side yard: 5 feet
	Rear yard: 10 feet
Non-residential Districts	Side/Rear yard: 1/2 the principal structure setback

(F) *Design considerations.* All detached accessory structures in excess of 200 square feet shall be compatible with the principal structure in appearance, architectural style and building materials. A determination shall be made during the site plan review process whether a new or realigned driveway to the accessory structure is necessary and appropriate.

(G) **Driveways.** A building permit for any accessory structure in excess of 200 square feet with garage doors or other openings to facilitate the storage of motor vehicle as defined by Minn. Stat. 169.011 or trailers shall include a driveway extension that meets the following requirements:

(1) No additional or separate driveway entrances are permitted for access to an accessory structure. An accessory structure may be accessed from an extension of the existing driveway but an additional curb cut to access an accessory structure is not permitted. An exception to this requirement is if the accessory structure can be accessed from a driveway connecting to a public alley that is paved and maintained by the city.

(2) A driveway extension servicing an accessory structure will be no greater than eight feet in width and shall be paved. An exception to the pavement requirement may be granted by the City Council if the Applicant applies for and is granted a Conditional Use Permit and providing evidence that the paving requirement can be

met in the future if necessary while also meeting other ordinance requirements including but not limited to those related to impervious surface requirements, screening and driveway location.

(3) A driveway extension requires landscaping and/or screening along the portion of the driveway which abuts any adjacent properties.

(4) A driveway extension may not be located in any public easements or within the required side or rear yard setback except that a driveway extension may cross the side or rear yard setback when connecting the accessory structure to a public alley.

SECTION 2. AMEND A PORTION OF A SECTION. The table of Dimensional Standards in Section 153.043 is hereby amended to change the Lot Coverage requirement in the R-1 Zoning District to 35%.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

SECTION 4. REPEALER

All prior ordinances to the extent that they are inconsistent with the terms and provisions of this Ordinance, shall be deemed repealed after the effective date of this Ordinance with regard to those inconsistent terms and provisions.

Passed by the City Council of Cologne this 17th day of July, 2023.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk