

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 25-28**

**A RESOLUTION APPROVING A FINAL PLAT FOR A DEVELOPMENT KNOWN
AS THE VILLAGE AT COLOGNE 18TH 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, Southside Villages of Cologne, LLC, a Minnesota limited liability corporation (the “Developer”) is the owner of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

Outlot C, THE VILLAGE AT COLOGNE FIFTH ADDITION, Carver County,
Minnesota

Outlot C, THE VILLAGE AT COLOGNE NINTH ADDITION, Carver County,
Minnesota

Outlot A, THE VILLAGE AT COLOGNE SEVENTH ADDITION, Carver County,
Minnesota

(the “Subject Property”); and

WHEREAS, the City Council of the City of Cologne did adopt Resolution No. 25-18 on August 18, 2025 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 October 1, 2025 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 VILLAGE AT COLOGNE 18TH ADDITION prepared by Anderson Engineering of Minnesota, LLC 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 No. 25-18 approving the Preliminary Plat 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 September 15, 2025 and Collaborative Planning dated September 25, 2025 (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 THE VILLAGE AT COLOGNE 18TH ADDITION dated August 29, 2025 prepared by Anderson Engineering of Minnesota, LLC as revised to conform to the requirements of this Resolution and the Staff Letters and containing the following plans sheets (the “Anderson Plans”):
 1. Title Sheet (Sheet G0)
 2. Existing Parcel Map (Sheet E1)
 3. Existing Conditions and Demolition Plan (Sheet D1)
 4. Overall Plat (Sheet C1)
 5. Final Plat (Sheet C2)
 6. Site Plan (Sheet C3)
 7. Grading and Erosion Control Plan (Sheet C4)
 8. Topsoil Management Plan (Sheet C5)
 9. Stormwater Pollution Prevention Plan (Sheets C6-C7)
 10. Sanitary Sewer and Water Main Plan (Sheet C8)
 11. Street and Storm Sewer Plan (Sheet C9)
 12. Civil Details (Sheets C10-C13)
 13. Landscape Plan (Sheet L1)
 14. Landscape Notes and Details (Sheet L2)
5. No construction shall be permitted on the Subject Property until updated Anderson 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 Approved Construction 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 December 6, 2025.
12. The approval of the Final Plat shall terminate unless all conditions of this Resolution are completed and the Final Plat is recorded no later than December 6, 2025.
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 Lots 1-15, Block 1.
16. No lots or outlots are permitted to access directly onto Village Parkway or Silver Leaf Trail.
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. Park dedication fees shall be paid by the Developer 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.
20. A trail is required along the western side of Village Parkway adjacent to the lots in the plat. Paving of said trail may be deferred by the City Council to a future phase of development of the outlots on the plat if agreed to within a Development Agreement. The Final plat and plans shall show proposed grading and future construction of the trail. Installation of landscaping along the berm and Village Parkway shall be completed with this phase of development.
21. Civil defense siren fees shall be paid by the Developer 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. A streetlight shall be installed at the intersection of Silver Leaf Trail and Cobblestone Drive by the developer and lights selected shall be consistent with those in The Village of Cologne. 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. 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 relegable to the homeowner.

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

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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 20th day of October, 2025.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Administrator

M/_____

Lein_____

Szaroletta_____

Bower_____

S/_____

Bruss_____

Olson_____

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draft2.docx
October 17, 2025

Final Plat

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PLAY FILE NO.
OUR DOC. NO.



THE VILLAGE AT COLOGNE 18TH ADDITION
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2025, by and between the City of Cologne, a Minnesota municipal corporation (the "City"), and Southside Villages of Cologne 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 what will be platted as Lots 1-15, Block 1 all in THE VILLAGE AT COLOGNE 18TH ADDITION (the "Residential Lots");
2. Use by the Developer to plat into lots and right of way in the future encompassing Outlot A of THE VILLAGE AT COLOGNE 18TH ADDITION (the "Future Lots"); and

all in a plat entitled THE VILLAGE AT COLOGNE 18TH ADDITION to be filed in the records of the Carver County Recorder.

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

F. By Resolution No. 25-18 adopted on August 18, 2025, the Developer has received preliminary plat approval from the City Council.

G. By Resolution No. 25-28 adopted on October 20, 2025, the Developer received final plat approval from the City Council for the subdivision and development of THE VILLAGE AT COLOGNE 18TH 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. 25-18 and 25-28.

H. As a condition precedent to the effectiveness of this Agreement, the Developer must hold or 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 THE VILLAGE AT COLOGNE 18TH 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. 25-28 approving the final plat of the Property including any requirements, reports, or resolutions incorporated into Resolution No. 25-28 by reference. The Developer shall comply with all requirements of the City Engineer set forth in his letters dated September 15, 2025 and of the City Planner in her letters September 25, 2025, report dated September 25, 2025, 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”).

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 THE VILLAGE AT COLOGNE 18TH ADDITION were prepared by Anderson Engineering of Minnesota, LLC for the Developer dated August 29, 2025, unless otherwise noted below and contain the following plan sheets:

- 1. Title Sheet (Sheet G0)
- 2. Existing Parcel Map (Sheet E1)
- 3. Existing Conditions and Demolition Plan (Sheet D1)
- 4. Overall Plat (Sheet C1)
- 5. Final Plat (Sheet C2)
- 6. Site Plan (Sheet C3)

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10. Sanitary Sewer and Water Main Plan (Sheet C8)
11. Street and Storm Sewer Plan (Sheet C9)
12. Civil Details (Sheets C10-C13)
13. Landscape Plan (Sheet L1)
14. Landscape Notes and Details (Sheet L2)

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 September 15, 2025 and to the satisfaction of the City Planner the issues raised in the letters dated September 25, 2025 and report dated September 25, 2025 and the conditions set forth in Resolutions No. 25-18 and 25-28 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 including the MPCA, MDH, and CCWMO and the construction of the Improvements must be in conformance with such permits and approvals, except that Developer may begin the Site Grading Improvements if Developer has previously entered into a Grading Agreement and Permit with the City. 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 undo 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 _____, 202__ 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, 2026 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 (15 x \$12.50 for a total of \$187.50) 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 an

irrevocable letter of credit (the "Security") approved by the City Attorney in the amount _____ and 00/100 Dollars (\$1_____), 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 Developer's execution of this Agreement, Developer's performance and completion of the work required by this Agreement, or Developer's breach of this Agreement, including performance or breach occasioned by the acts of Developer's independent contractors, agents, employees, or delegates. Except to the extent caused by the willful misconduct or negligence of the City, its officials, agents, employees, or contractors, the Developer will, to the fullest extent permitted by law, 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, 2026, 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 THE VILLAGE AT COLOGNE 18TH 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 lot line, excepting in those areas subject to a Conservation Easement. 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 THE VILLAGE AT COLOGNE 18TH ADDITION as shown in the Approved Plans and shall maintain such sod until a certificate of occupancy is issued for such Residential Lot. Individual Residential Lots landscaping shall be consistent with the landscape plan approved by the City Planner. Conservation easement 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. Developer shall pay Two Thousand Three Hundred Eleven No/100 Dollars (\$2311.00) per residential unit for a total of Thirty-Four Thousand Six Hundred Sixty-Five and 00/100 Dollars (\$34,665.00) concurrent with the execution of this Agreement.

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. Developer shall pay Forty and No/100 Dollars (\$40.00) per ERU for a total of Six Hundred and 00/100 Dollars (\$600.00) 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. 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) October 31, 2027: or (ii) the date on which the last Residential Lot is sold by Developer, the Developer may erect up to one (1) signs advertising THE VILLAGE AT COLOGNE 18TH ADDITION development on any Residential Lot abutting Silver Leaf Trail, which sign may not exceed fifty (50) square feet and shall be placed in a location approved by the City.

3.14 Model Homes.

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 not grant certificates of occupancy for the model homes until after final

building inspection and the completion of the street base including the base course of bituminous.

3.15 Reserved.

3.16 Snowplowing. The City will assume the responsibility for plowing snow on each of the platted streets of THE VILLAGE AT COLOGNE 18TH 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.

1. 3.17 Wastewater Capacity. 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.

3.18 [Reserved].

3.19 Recording of Plat. The Developer must record with the Carver County Recorder the approved final plat for the Property on or before December 6, 2025, 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 THE VILLAGE AT COLOGNE 18TH ADDITION
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND SOUTHSIDE VILLAGES OF
COLOGNE LLC

CITY OF COLOGNE

By: Matt Lein
Its: Mayor

By: Michelle Morrison
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
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 _____, 2025,
by Michelle Morrison, the City Administrator, respectively, of the City of Cologne, a Minnesota
municipal corporation, on behalf of the corporation.

Notary Public

THIS IS A COUNTERPART SIGNATURE PAGE TO THE VILLAGE AT COLOGNE 18TH ADDITION
DEVELOPER'S AGREEMENT BETWEEN CITY OF COLOGNE AND SOUTHSIDE VILLAGES OF
COLOGNE LLC

SOUTHSIDE VILLAGES OF COLOGNE LLC

By: Ron Olson

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Ron Olson, the _____ of Southside Villages of Cologne 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 THE VILLAGE AT COLOGNE 18TH ADDITION**

Insert consent

EXHIBIT A

Outlot C, THE VILLAGE AT COLOGNE FIFTH ADDITION, Carver County,
Minnesota

Outlot C, THE VILLAGE AT COLOGNE NINTH ADDITION, Carver County,
Minnesota

Outlot A, THE VILLAGE AT COLOGNE SEVENTH ADDITION, Carver County,
Minnesota

**CITY OF COLOGNE
CARVER COUNTY, MINNESOTA
RESOLUTION NO. 25-29**

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR A
DEVELOPMENT KNOWN AS THE VILLAGE AT COLOGNE 18TH 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, Southside Villages of Cologne, LLC, a Minnesota limited liability corporation (the “Developer”) is the owner of certain real property located in the City of Cologne, State of Minnesota, legally described as follows:

Outlot C, THE VILLAGE AT COLOGNE FIFTH ADDITION, Carver County,
Minnesota

Outlot C, THE VILLAGE AT COLOGNE NINTH ADDITION, Carver County,
Minnesota

Outlot A, THE VILLAGE AT COLOGNE SEVENTH 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. 25-29 adopted on October 20, 2025, 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 THE VILLAGE AT COLOGNE 18TH 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.

THIS SPACE LEFT INTENTIONALLY BLANK

Adopted and approved by the City Council of the City of Cologne on a vote of ____ ayes and ____ nays effective on the 20th day of October, 2025.

Approved:

Matt Lein
Mayor

Attested:

Michelle Morrison
City Clerk

M/_____

Lein_____

Szaroletta_____

Bower_____

S/_____

Bruss_____

Olson_____

C:\Users\cnash\Dropbox\Cologne\Developments\Ron Olson\2025 Subdivision\Final Plat\Resolution\Development agreement Resolution VAC
18th.docx
October 17, 2025



Memo

To: Mayor Lein and Council Members

From: Michelle Morrison – City Administrator

Date: October 17, 2025

Re: Administrator Update

In addition to items presented in the packet please see the following notes of interest:

- The Mn House of Reps Capitol Investment Committee will be touring bonding requests on Thursday October 23rd between 12:15 and 12:45pm. Jake Saulsbury and Meghan Brockman from Bolton and Menk will be in attendance to speak. If any of you are free and would like to attend, please let me know.
- Question came up at last meeting about the South Water Tower and when it was cleaned last. I found a contract with KLM Engineering to do the cleaning in the fall of 2018 at a cost of \$8,000
- The CFD fall meeting with townships is scheduled for Tuesday evening October 28th at 7:00 pm
- North Water Tower Rehabilitation Project completed. All water tests passed and went online last Monday
- Preconstruction meeting for Village at Cologne 18th was held Tuesday October 14th.



City of Cologne
September 2025



Carver County Sheriff's Office
Monthly Calls for Service
From: 09/01/2025 To: 09/30/2025

Cologne City

Patrol

A Offense

Fraud 1

Total A Offense: 1

B Offense

Disorderly Conduct 1

Total B Offense: 1

Non Criminal

Misc Non-criminal 3

Abuse/Neglect (Info Only) 2

Animal 1

Medical Calls Received 4

Fire Calls Reveived 1

Suspicious Activity 1

Disturbance (Info Only) 4

Total Non Criminal: 16

Traffic

Traffic - Misc 4

Traffic Stop 33

Driving Complaint 1

Total Traffic: 38

Total Patrol: 56

Administrative

Administrative

GunPermit-Acquire 1

GunPermit-CarryNew 1

GunPermit-CarryRenew 1

Total Administrative: 3

Total Administrative: 3

Total Cologne City: 59



Carver County Sherff's Office
Arrest Summary
For: Cologne City
From: 09/01/2025 To: 09/30/2025

Cologne City

90Z - All Other Offenses

Totals for Cologne City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1



Carver County Sheriff's Office
Verbal Warnings
From: 09/01/2025 to 09/30/2025

Cologne City

Traffic Stop:	27
Grand Total Verbal Warnings:	27



Carver County Sherff's Office

Traffic Citation Summary

From: 09/01/2025 To: 09/30/2025

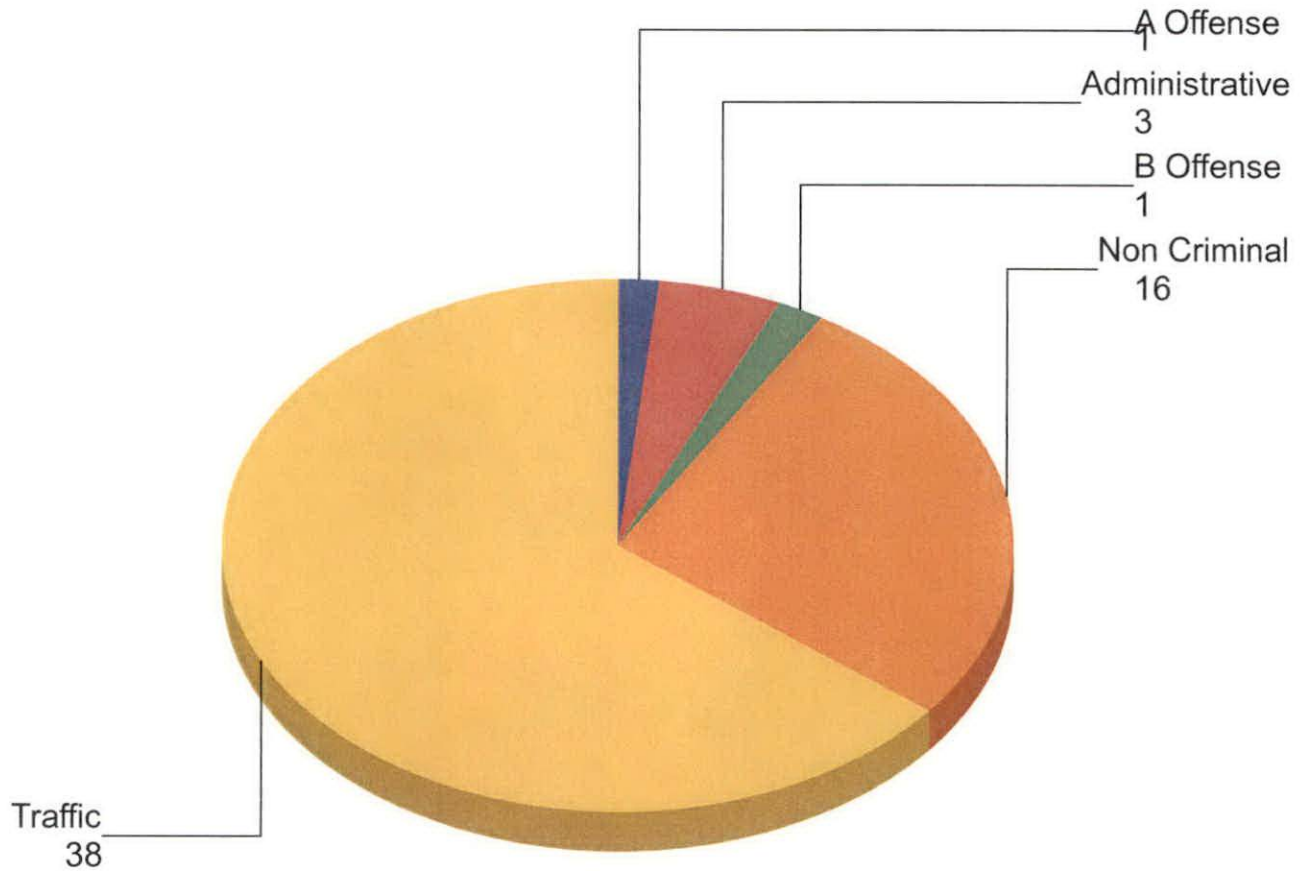
Cologne City

DAS, DAR, DAC:	1
Expired Tabs:	1
Improper Pass:	1
No Proof Of Insurance:	2
Restricted License Violation:	1
Speed:	1
Use Electronic Device While Drivng-Adi	1
Total Cologne City:	8



Carver County Sheriff's Office
Monthly Calls for Service
From: 09/01/2025 To: 09/30/2025

Cologne City



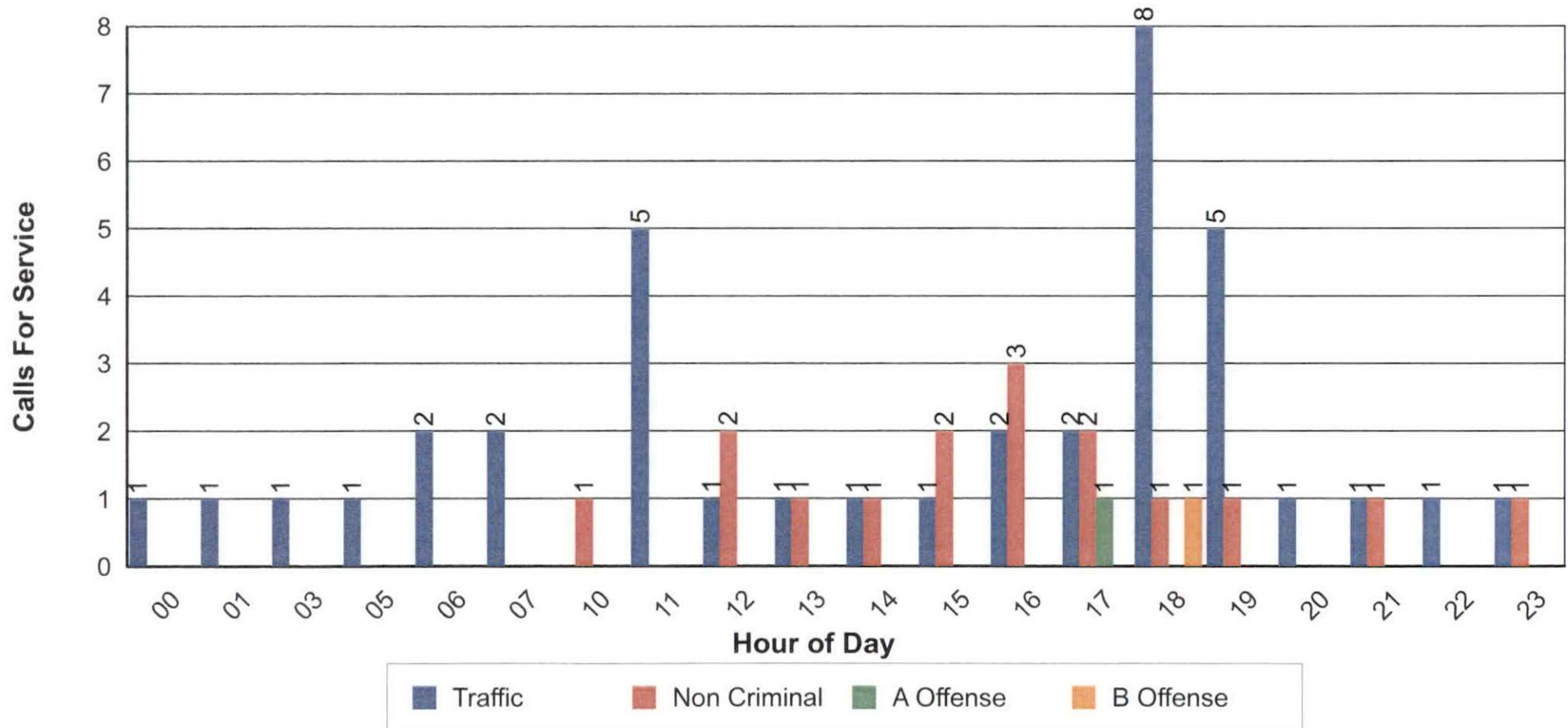
Total A Offense:	1
Total B Offense:	1
Total Non Criminal:	16
Total Traffic:	38
Total Administrative:	3

Total Cologne City: 59



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 09/01/2025 To: 09/30/2025

Cologne City

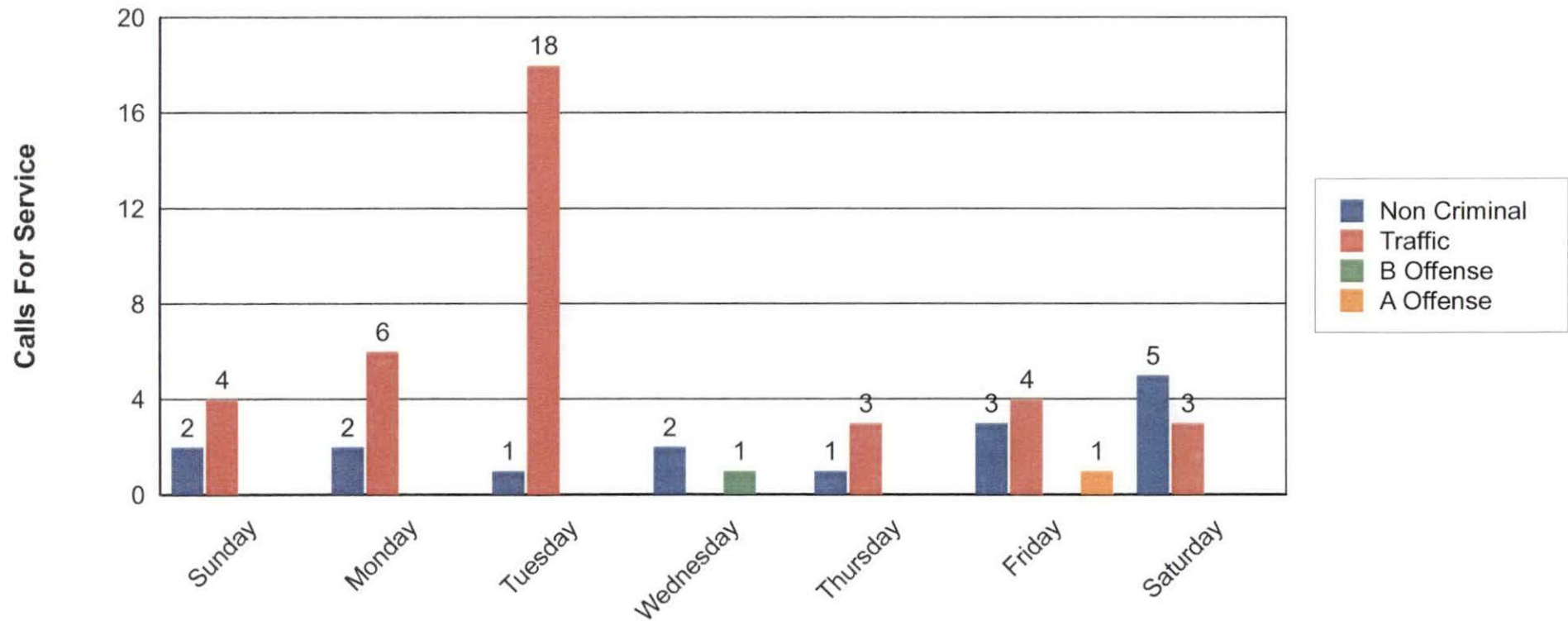


Total Cologne City: 56



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 09/01/2025 To: 09/30/2025

Cologne City



Total Cologne City: 56



Carver County Sheriff's Office
CSO Calls For Service
From: 09/01/2025 To: 09/30/2025
Cologne City

<u>Incident Nr</u>	<u>Status Name</u>	<u>Activity</u>	<u>Start Time</u>	<u>End Time</u>	<u>Minutes Spent</u>	<u>Running Total Minutes</u>
202500026236						
747CS						
202500026236	DISP	Animal	09/06/2025 1:35:40PM	09/06/2025 1:35:46PM	0.10	0.10
202500026236	Enroute	Animal	09/06/2025 1:35:46PM	09/06/2025 1:54:30PM	18.73	18.83
202500026236	Scene	Animal	09/06/2025 1:54:30PM	09/06/2025 2:12:46PM	18.27	37.10
202500026236	Available	Animal	09/06/2025 2:12:46PM	09/06/2025 2:12:46PM	0.00	37.10
202500026504						
741CS						
202500026504	DISP	Traffic - Misc	09/09/2025 11:02:17AM	09/09/2025 11:02:20AM	0.05	37.15
202500026504	Enroute	Traffic - Misc	09/09/2025 11:02:20AM	09/09/2025 11:08:41AM	6.35	43.50
202500026504	Scene	Traffic - Misc	09/09/2025 11:08:41AM	09/09/2025 11:27:14AM	18.55	62.05
202500026504	Available	Traffic - Misc	09/09/2025 11:27:14AM	09/09/2025 11:27:14AM	0.00	62.05
202500026504	DISP	Traffic - Misc	09/09/2025 3:05:33PM	09/09/2025 3:05:36PM	0.05	62.10
202500026504	Scene	Traffic - Misc	09/09/2025 3:05:36PM	09/09/2025 3:12:21PM	6.75	68.85
202500026504	Available	Traffic - Misc	09/09/2025 3:12:21PM	09/09/2025 3:12:21PM	0.00	68.85
202500028239						
741CS						
202500028239	DISP	Traffic - Misc	09/25/2025 11:08:19AM	09/25/2025 11:08:21AM	0.03	68.88
202500028239	Enroute	Traffic - Misc	09/25/2025 11:08:21AM	09/25/2025 11:31:52AM	23.52	92.40
202500028239	Scene	Traffic - Misc	09/25/2025 11:31:52AM	09/25/2025 11:57:31AM	25.65	118.05
202500028239	Available	Traffic - Misc	09/25/2025 11:57:31AM	09/25/2025 11:57:31AM	0.00	118.05

Total Minutes: 118.05