

**CITY OF COLOGNE, COUNTY OF CARVER, STATE OF MINNESOTA
CITY COUNCIL
RESOLUTION NO. 14-18**

**A RESOLUTION APPROVING A FINAL PLAT OF PUBLIC/INSTITUTIONAL LOTS FOR
PARTNERSHIP FOR BETTER EDUCATION, LLC, AND THE CITY OF COLOGNE
FOR A DEVELOPMENT KNOWN AS
THE VILLAGE AT COLOGNE SIXTEENTH ADDITION**

WHEREAS, the City of Cologne, a Minnesota municipal corporation duly organized and authorized to conduct its affairs under the laws of the State of Minnesota (the "City"), is the owner of certain real property located in the City of Cologne, County of Carver, State of Minnesota, legally described as:

Lot 1, Block 1, The Village at Cologne, Carver County, Minnesota, except the north 115.00 feet of the west 45.20 feet thereof

Outlot B, The Village Market Second Addition, Carver County, Minnesota

(the "City Property"); and

WHEREAS, Partnership for Better Education, LLC, a Minnesota limited liability company (the "Developer"), is the owner of certain real property located in the City of Cologne, County of Carver, and State of Minnesota, legally described as:

Lot 1, Block 1, The Village at Cologne Twelfth Addition, Carver County, Minnesota

The north 115.00 feet of the west 45.20 feet of Lot 1, Block 1, The Village at Cologne, Carver County, Minnesota

Lot 2, Block 1, The Village at Cologne Sixth Addition, Carver County, Minnesota

(the "School Property")

The City Property and the School Property are hereinafter referred to as the "Subject Property;" and

WHEREAS, the City Council of the City did adopt Resolution No. 05-01 on March 21, 2005, approving a preliminary plat of the Subject Property as part of The Village at Cologne; and

WHEREAS, the Planning Commission of the City did recommend approval of the final plat at its September 15, 2014, meeting; and

WHEREAS, in order to facilitate certain transfers of real property necessary for the expansion of Cologne Academy (the "School"), establish new boundary lines, and facilitate marketability of title, the City will join in the final plat; 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.
2. There are numerous technical issues to be resolved prior to construction.
3. The final plat prepared by E.G. Rud & Sons, Inc. is attached hereto as Exhibit "A."

NOW, THEREFORE, be it resolved that the final plat for The Village at Cologne Sixteenth

Addition prepared by E.G. Rud & Sons, 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 conditions of the City of Cologne Resolution No. 05-01, as subsequently amended, approving the preliminary plat are incorporated herein by reference as though set out in full.
3. The project may be constructed in Phases and Stages (as defined in the Developer's Agreement) in substantial compliance with the plans and specifications for each Phase and Stage as set forth in the developer's agreement between the City and the Developer (the "Developer's Agreement") which must be on file at City Hall and which must obtain approval from the City Engineer and the City Planner before any permits are issued or any work can commence on any Phase or Stage.
4. No construction shall be permitted on the School Property, or construction of access and parking improvements on the City Property, until updated plans addressing the comments of the City Engineer and the City Planner and the conditions of this Resolution and the Developer's Agreement are provided for review and approval by the City Engineer and City Planner. Updated plans shall include a final landscape plan that shall be submitted for review by the City Planner. Plans may be submitted in Phases and Stages as outlined in the Developer's Agreement. Following approval by the City Engineer and City Planner, these plans shall collectively be known as the "Approved Plans".
5. Easement terminations related to the previously granted utility easements that are acceptable to the City Attorney shall be executed and recorded following utility relocation.
6. If the Developer submits a building permit application for a classroom addition adjacent to the southerly portion of the existing School which does not include a gymnasium or a theater, Developer must, in addition to any plans required by the State Building Code, submit the following plans to the City for review and approval by the City Engineer as a condition precedent to obtaining a building permit:
 - A. Site plan.
 - B. Access unplatted street widening, refinishing and curb and gutter plan.

- C. Parking improvement plan for the School Property.
 - D. Landscape plan.
 - E. Parking improvement plans for parking improvements on the portion of the City Lot on which the Developer has certain rights to construct parking improvements. Such plans must provide, when considered with other parking available to the owner of the School Property, adequate parking under City Code for the expansion proposed in the building permit.
 - F. All such other information, plans, reports, and drawings as required by the City Engineer or City Planner.
7. If the Developer submits a building permit application for a classroom addition adjacent to the southerly portion of the existing School which includes a gymnasium or a theater, Developer must, in addition to any plans required by the State Building Code, submit the following plans to the City for review and approval by the City Engineer as a condition precedent to obtaining a building permit:
- A. Site plan.
 - B. Access unplatted street widening, refinishing and curb and gutter plan.
 - C. Parking improvement plan for the School Property.
 - D. Landscape plan.
 - E. Parking improvement plans for parking improvements on the portion of the City Lot on which the Developer has certain rights to construct parking improvements. Such plans must provide, when considered with other parking available to the owner of the School Property, adequate parking under City Code for the expansion proposed in the building permit.
 - F. All such other information, plans, reports, and drawings as required by the City Engineer or City Planner.
8. If the Developer submits a building permit application for a subsequent expansion of the southerly portion of the school, after a school expansion pursuant to Paragraphs 6 and 7 herein, which may or may not include a gymnasium or theater component and Developer has an easement right to

construct parking improvements on a portion of Lot 2, Block 1, The Village at Cologne Sixteenth Addition, the Developer (or any other owner of the School Property) must, in addition to any plans required by the State Building Code, submit the following plans for review and approval by the City Engineer as a condition precedent to obtaining a building permit:


- A. Parking improvement plans for parking improvements on the portion of the City Lot on which Developer has certain rights to construct parking improvements. Such parking must provide, when considered with other parking available to the owner of the School Property, adequate parking under City Code for the expansion proposed in the building permit.
 - B. Site plan.
 - C. Landscape plan.
 - D. All such other information, plans, reports, and drawings as required by the City Engineer or City Planner.
9. An easterly expansion of the northerly portion of the School requires relocation of existing underground utilities, including, but not limited to sanitary sewer, water and storm sewer (the "Existing Utilities") which serve both the School and the City's Community Center and replacement with new underground utility lines (the "New Utilities"). If the Developer submits a building permit application for an easterly expansion of the northerly part of the School, the Developer must, in addition to any plans required by the State Building Code, submit the following plans for review and approval by the City Engineer as a condition precedent to obtaining a building permit:
- A. Existing utility removal plan.
 - B. New utility installment plan.
 - C. Site grading plan.
 - D. All such other information, plans, reports, and drawings as required by the City Engineer or City Planner.
10. The Developer must in conjunction with the easterly expansion of the northerly portion of the School:
- A. At its sole costs and expense install and connect New Utilities to serve both the School and the City's Community Center.

- B. At its sole cost and expense, promptly following installation of the New Utilities, remove the Existing Utilities.
 - C. The New Utilities shall be installed in the easements dedicated on the plat of The Village at Cologne Sixteenth Addition.
 - D. Provide uninterrupted utility service to the City's Community Center.
 - E. Promptly following removal of the existing utilities, prepare and record with the Carver County Recorder a document extinguishing the utility easement created in the warranty deed dated September 26, 2006, recorded as Document No. A450698 in the office of the Carver County Recorder.
 - F. Repair any damage to real property and improvements owned by City, including but not limited to streets, curb and gutter, sidewalks, landscaping, buildings and equipment caused during the installation of the New Utilities or the removal of the Existing Utilities.
11. The access easement for the School Property shall be revised in a format acceptable to the City Attorney and shall be recorded concurrently with the filing of the final plat. The access easement, as revised, shall provide wider access to the School Property; and the Developer shall construct a wider access in accordance with the plans approved by the City Engineer.
 12. The First Amendment to the Easement Agreement (the "Easement Agreement") which amends the easement recorded with the Carver County Recorder on September 25, 2008, as Document No. A489660), in form and content acceptable to Developer and City, must be executed and recorded immediately after the final plat and prior to any mortgage lien.
 13. Two purchase agreements approved by the City Council on September 15, 2014, must be executed and the conditions set forth therein must be satisfied and the conveyance documents referenced therein must be executed and available for recording in the sequence specified by the City Attorney, prior to the City releasing the final plat for recording.
 14. The Developer is responsible for coordinating and matching all interconnections of streets, utilities, and other infrastructure.
 15. The timing of the construction of the infrastructure improvements on the Subject Property will be subject to the conditions of the Developer's Agreement.

16. The Developer shall construct all street, utility, trail, stormwater, parking and other improvements as shown on the Approved Plans at its own expense.
17. Financial security in a form approved by the City Attorney and in an amount approved by the City Engineer must be provided by the Developer for improvements prior to the issuance of any permits or plan approval for any Phase or Stage. The financial security required by Sections 1.01 and 4.06 of the Developer's Agreement must be delivered to the City as a condition precedent to the City releasing the final plat for recording. The Developer's Agreement shall specify the amount of the financial security.
18. The Developer must reimburse the City for all costs incurred by the City and its consultants in relation to review of the proposed development, preparation of title documents, vacation documents, and purchase agreements, as well as the preparation of the Developer's Agreement.
19. A title commitment shall be provided for the review of the City Attorney before the final plat is released for recording.
20. The Developer shall be responsible for securing necessary easements and for constructing all improvements as shown on the Approved Plans approved by the City Engineer and City Planner.
21. The Developer shall be responsible for obtaining and complying with all necessary permits from the Metropolitan Council, Minnesota Department of Health, DNR, Carver County Watershed District, PCA, MnDOT, Carver County Public Works Department and any other governmental agencies.
22. The Developer shall incorporate the standards and procedures of the Best Management Practices Handbook for site restoration and erosion control measures during the construction process.
23. Street lights 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.
24. Additional conditions as determined necessary by the City Planner, City Engineer, and City Attorney shall be addressed prior to release of the final plat for recording.
25. Base map updating fees shall be paid prior to the release of the final plat for recording. Fees shall be paid for two (2) lots for a total of \$100.00.


26. The Developer has previously satisfied trail and park dedication requirements for the School Property.
27. Civil defense siren fees have been previously paid.
28. The City approves the Developer's Agreement.
29. The approval of the final plat shall terminate if the Developer's Agreement approved by the City has not been entered into between the City and Developer by October 15, 2014, which Developer's Agreement must be recorded as the document immediately preceding the final plat of The Village at Cologne Sixteenth Addition. City staff and the City Attorney are authorized to make revisions to the Developer's Agreement prior to recording.
30. The Developer must comply with all terms, conditions, and recommendations contained in: (i) the reports of Bolton and Menk, the City Engineer, dated August 29, 2014, and September 3, 2014, except the water main looping around the southerly portion of the School addition; and (ii) the report of Resource Strategies Corporation, the City Planner, dated September 4, 2014.

Adopted and approved by the City Council of the City of Cologne on a 5 to 0 vote on the 15th day of September, 2014.



Matt Lein, Mayor

Attest:


Susan Mueller
Deputy Clerk

<http://clients.intranet.mhslaw.com/6/37696/draft documents/resolution final plat 09-16-14 deleting water main loop.docx>

m / McInnis

J / Meyer

EXHIBIT "A"

FINAL PLAT PREPARED BY E.G. RUD & SONS, INC.

