

5. Findings: The Board of Appeals and Adjustments must find as follows in the granting of a variance from this Ordinance: (Please respond to each of the findings below, you may attach additional sheets if needed.)

a. Granting a variance will not adversely affect the public health, welfare and safety and will not be detrimental or injurious to property or improvements in the neighborhood.

*Applicant's response* See attached responses

b. Strict interpretation or enforcement would result in a practical difficulty or unnecessary hardship that is not self created, that is inconsistent with the intent of this Ordinance and the Comprehensive Plan.

*Applicant's response* \_\_\_\_\_

c. There are exceptional or extraordinary circumstances or conditions applicable to the property, use or facilities that do not apply generally to other properties in the same district.

*Applicant's response* \_\_\_\_\_

d. Strict or literal interpretation would deprive the applicant of the use and enjoyment of his property in a manner similar to others in the same district.

*Applicant's response* \_\_\_\_\_

e. Granting of the variance will not allow a use which is otherwise not a permitted use in the zoning district in question.

*Applicant's response* \_\_\_\_\_

6. A variance granted but not used shall become void one (1) year after its effective date.

7. No application for the same or essentially the same variance shall be made within six (6) months of the date of denial.

C. Variance Appeal Procedures

Within thirty (30) days of the action of the Board of Appeals and Adjustments, the applicant or an affected property owner may file an appeal to the City Council to the decision of the Board of Appeals and Adjustments. The City Council shall set a date for a public hearing, within forty-five (45) days of receipt of the appeal, to consider granting or denying the variance request.

I understand the preceding standards for variances and hereby submit my application for variance.

Applicant's Signature  Date 5/1/2026

Responses:

5.a. Correct. The accessory structure will only improve all aspects of the property

5.b. Not applicable

5.c. Correct. Many factors applicable to the lot in question are different from others in the area.

These are:

- Larger than average lot size (nearly 1/2 acre)
- Corner lot
- West property line is city limit
- No direct neighbors on 3 sides
- West tree line conceals property site lines
- Proposed placement is not in direct site line of any neighbor

Our home was especially desirable to us due to location. Having the "living in the country" feel while all the amenities of city life make it a great fit for us. Our past times include recreational use of ATV's, snowmobiles, and boats. The nearby access to local trails has lead to the desire for more recreational vehicles of all kinds. In order to keep our property in good condition and safe, we feel a larger accessory structure on site is necessary. While larger than the previously allotted size, we feel it is modest in size and will still fit in with the neighborhood based on our location.

5.d. Our preference is to store any items kept on site at our property indoors for the security and betterment of the goods. An accessory structure within the specified criteria will not allow for adequate space on site. Indoor storage ensures our development continues to maintain curb appeal to anyone in the area.

The closest example of a similar accessory structure with access of Benton St. West. is at 601 Benton St. West. This property is just up the road from our project. The appx. 960SF structure similarly sits back about 100' off the roadway. This property successfully navigates personal storage in a well kept and private manor that fits in well in our community.

5.e. Personal storage is permitted. The use of the proposed structure is no different than existing use

**CITY OF COLOGNE**  
**FEE AND FINANCIAL SECURITY AGREEMENT**

**Property Address:** 401 Prairie View Dr. **PID:** 408010060  
**Property Owner Name:** Chad and Cassandra Vos **Phone:** 612-791-0361  
**Property Owner Email:** chad@vosconstruction.com  
**Applicant Name:** Chad and Cassandra Vos **Phone:** 612-791-0361  
**Applicant Email:** chad@vosconstruction.com

Prior to review of requests/projects, the City of Cologne requires property owners pay any applicable fees as well as establish a financial security for the expenses associated with individual projects requiring City engineering, legal, planning and/or other direct expenses. These expenses may include, but are not limited to, any time, mileage, possible publishing costs, and consulting fees incurred by your project. The City determines the security amount to be requested, as well as the minimal allowable balance, based upon the scope of the request/project.

The City will process the applicant's applications and administer ancillary matters related to the approvals for the consideration of the developer's deposit of adequate security to pay the City's costs. Nothing in this agreement shall require the City to approve the Developer's applications or grant any other approval. Developer's application(s) or request(s) must be approved according to, and in compliance with, all of the City's ordinances and procedures and other state and local laws, rules, regulations and procedures that apply to the applications or requests.

We, the undersigned property owner(s) and applicant (if other than an owner) (together "Developer") understand and agree that:

1. This is not a zoning application, and this agreement does not place the City under any obligations for action within a certain period of time, with respect to MINN. STAT. § 15.99 or any other statute.
2. We, including ourselves and our heirs, successors, and assigns, if any will be bound by and follow all of the City's ordinance and procedures and other state and local laws, rules, regulations and procedures with respect to the applications or requests and to promptly and will completely respond to all reasonable requests of the City with respect to such matters or our application or request may be denied as incomplete or premature.
3. In addition to the security there are additional nonrefundable application and/or permit fee(s) associated with the Developer's applications or project. Developer acknowledges and agrees that the security required by this agreement is to pay the City's costs of processing Developer's application and that the City's requirement for Developer to pay the costs described in this document are reasonable and authorized by law.
4. The undersigned Developer agrees to provide to the City, by certified check or online payment, for deposit in an escrow fund, the amount of \$ 2,500.00, as financial security for all estimated future City administrative, planning, legal and engineering fees and other costs incurred in processing this request, in accordance with this Agreement. The City will periodically provide a statement of reimbursable expenses owed which shall be reimbursed by the applicant and/or property owner(s) within 10 days of such request. In addition, if the escrow amount is depleted or the scope of the project is changed such that it is determined additional escrow is required, we agree to furnish additional monies as requested by the City within 10 days of such request. We understand and agree that if a balance remains in the escrow account at the conclusion of the request/project, after all related expenses have been billed to the City and have been paid, it will be refunded, without interest, at the next applicable claims date upon written request from the applicant and/or property owner(s) and verification that all consultant invoices related to the request/project have been received by the City and all such invoices have been paid to the City's satisfaction. Claims are paid at the monthly City Council meetings and usually mailed within one





week. We further understand that all fees and expenses are due whether the review/project is ultimately approved or denied.

5. All City incurred professional fees and expenses associated with the processing of this request and enforcing the terms of this agreement are our responsibility as the property owner(s) and will be promptly paid by us upon billing by the City. We further understand and agree that as the property owner(s) we must make said payment within 10 days of the date of the invoice. Bills not paid within the 10 days of request for payment by the City shall accrue interest at the rate of 6% per year.
6. If we fail to pay said amounts when due, then the City may, to the fullest extent permitted by law, certify or assess such costs against any property owned by us within the City limits for collection with the real estate taxes and/or take necessary legal action to recover such costs, and we agree that the City shall be entitled to attorneys fees and other costs incurred by the City as a result of such legal action. Nothing in this Agreement limits the City's right to any particular remedy.
7. We knowingly and voluntarily waive all rights to appeal said certification or assessment of such expenses against our property under any applicable Minnesota Statutes, including any claim related to the procedure for the assessment, the reasonableness of the fees, and the benefit to the property. We agree that this agreement constitutes a petition for assessment or certification.
8. No delay or omission by the City to exercise any enforcement right shall impair any such right in the future or be construed to be a waiver of that or any other right, but any such right may be exercised from time to time and as often as may be deemed necessary by the City.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and shall be binding on, and exclusively benefit, the City and the Developer and their respective heirs, successors and assigns.

*Checks should be made payable to: City of Cologne, and mailed or delivered to 1211 Village Parkway Po Box 120, Cologne, MN 55322. Return this signed agreement with your check.*

***PLEASE NOTE THAT THIS AGREEMENT MUST BE SIGNED BY 100% OF THE PROPERTY OWNERS OF THE PROPERTY SUBJECT TO THE AGREEMENT.***

<b>Signature(s) of Applicant:</b>	 _____	<b>Date:</b> <u>5/1/2026</u>
	 _____	<b>Date:</b> <u>5/1/2026</u>
<b>Signature(s) of All Owner(s):</b>	 _____	<b>Date:</b> <u>5/1/2026</u>
	 _____	<b>Date:</b> <u>5/1/2026</u>

Please add additional signature sheets if necessary.

*§ 153.039 C-2 CENTRAL BUSINESS DISTRICT.*

(A) Purpose. In addition to the purposes stated in § 153.002, it is intended that the C-2 District provide for the unique layout and character of a traditional central business district with retail and professional office functions and other mixed uses.

(B) Permitted uses.

(1) Retail sales conducted within structures, but excluding automobile and motorized equipment sales, truck stops, gasoline and fuel sales, drive-through restaurants and sexually-oriented businesses.

(2) Repair and service conducted within structures, but excluding automobile and motorized equipment repair.

(3) Professional and personal services and business offices.

(4) Legal, nonconforming residences and accessory uses.

(5) Apartments, if located above the street level in non-residential structures.

(6) Theaters and recreational businesses conducted within structures, but excluding adult-oriented businesses.

(7) Daycare centers and preschools.

(8) Cabinet making and sales showroom.

(9) Restaurants and bars, excluding those with drive-through lanes.

(10) Trade services such as electricians, plumbers and similar trades but excluding those that require the outside storage of supplies, equipment or vehicles.

(C) Interim uses.

(1) Tractor trailer parking.

(2) Masonry construction trade business and showroom.

(3) Shared or commercial kitchen or other food preparation including wholesale distribution and/or retail sales not to exceed 7500 square feet of gross floor area.

(D) Permitted accessory uses.

(1) Off-street parking.

(2) Signs.

(3) Storage necessary to conduct a principal use if located inside the building and not exceeding fifty (50) percent of the floor area of the building.

(Ord. 150, passed 2-22-2000; Ord. passed 3- -2007; Am. Ord. 150-Q, passed 10-5-2009; Am. Ord. 150-R, passed 4-5-2010)