City Council Meeting Agenda

Monday, January 7, 2019 - 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: Kyle Evenski
Councilmember: Carol Szaroletta
Councilmember: Sarah Bruss
Councilmember: Rachel Lenzen

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. ADMINISTER OATHS OF OFFICE
2. CALL MEETING TO ORDER & ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADOPT AGENDA
5. VISITOR’S PRESENTATIONS, PETITIONS, CORRESPONDENCE
6. 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. December 17, 2018 Minutes
   b. December 25, 2018 Payroll Summary
c. January 8, 2019 Payroll Summary
d. December 27, 2018 Check Summary Register
e. January 7, 2019 Check Summary Register
f. Conrad Avenue 3rd Pay Request

7. COUNCIL BUSINESS
   a. Village at Cologne 17th Addition
      i. Res 19-01 Approving Prelim and Final Plats
      ii. Developer’s Agreement
      iii. Declaration of Covenants
   b. City Planner Questionnaire
   c. Modern Design
   d. 2019 Annual Appointments
   e. Ordinance 150-Y Amending Sign Ordinance
   f. Speed Signs
   g. 2019 School Choice Week

8. BOARD REPORT

9. ANNOUNCEMENTS

10. ITEMS REMOVED FROM THE CONSENT AGENDA

11. ADJOURN

CALENDAR OF EVENTS/MEETINGS

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18</td>
<td>Friday</td>
<td>Cologne Lions Bingo</td>
</tr>
<tr>
<td>January 21</td>
<td>Monday</td>
<td>OFFICES CLOSED MLK Jr. Day</td>
</tr>
<tr>
<td>January 22</td>
<td>Tuesday</td>
<td>7:00PM City Council Meeting</td>
</tr>
</tbody>
</table>
City Council Meeting Minutes
Monday, December 17, 2018 - 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: Sarah Bruss
Councilmember: Kyle Evenski
Councilmember: Carol Szaroletta
Councilmember: Jessica Spates

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

Mayor Matt Lein called the meeting to order at 7:00 p.m. Council Members Bruss, Evenski, Szaroletta and Spates were present. Also present: City Administrator Jesse Dickson and City Clerk Michelle Morrison.

2. PLEDGE OF ALLEGIANCE

3. ADOPT AGENDA

Motion by Council Member Evenski, second by Council Member Bruss to adopt the agenda as presented. Motion carried unanimously

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. December 3, 2018 Minutes  
b. December 11, 2018 Payroll Summary  
c. December 17, 2018 Check Summary Register  
d. Relief Association Raffle Gambling Application

A motion was made by Council Member Szaroletta, to adopt the consent agenda, second by Council Member Spates. Motion carried unanimously.

6. COUNCIL BUSINESS
   a. PUBLIC HEARING: Truth in Taxation

Motion by Council Member Evenski to open the Truth in Taxation Public Hearing, second by Council Member Bruss. Motion carried unanimously. No citizens were present for the hearing. Motion by Council Member Evenski to close the public hearing, second by Council Member Szaroletta. Motion carried unanimously.

b. PUBLIC HEARING: 2019 Fee Schedule

Motion by Council Member Spates to open the 2019 Fee Schedule Public Hearing, second by Council Member Szaroletta. Motion carried unanimously. No citizens were present for the hearing. Motion by Council Member Evenski to close the public hearing, second by Council Member Spates. Motion carried unanimously.

c. 2019 Final Levy and Budget
   ii. Final Tax Levy Presentation  
   iv. Memo Financial Position  
   v. Financial Position  
   vi. Res No. 18-27 Approving 2019 Budget  
   vii. Res No. 18-28 Approving Tax Levy Collectible 2019

Administrator Dickson reviewed the above documents in detail with the Council. After thorough discussion, Council Member Spates made a motion to adopt Resolution No. 18-27 - Adopting 2019 Budget for all General, Enterprise and Capital Investment Activities. Second by Council Member Szaroletta. Motion Carried unanimously.
Council Member Evenski made a motion to adopt Resolution No. 18-28 - Approving Tax Levy Collectible for 2019 at 1,304,146.00. Second by Council Member Bruss. Motion carried unanimously.

d. Res No 18-29 Approving 2019 Fee Schedule

Administrator Dickson reviewed the proposed changes to the 2019 Fee Schedule with the Council. After discussion, Council Member Evenski made a motion to adopt the amended fee schedule in Resolution No 18-29 Approving Publication of Ordinance No. 161-N By Title and Summary. Second by Council Member Bruss. Motion carried unanimously.

e. 2019 Appointments

Jake Salisbury, from Bolton & Menk, discussed with the Council his firms’ proposal for Planning Services. After discussion it was agreed to invite both Haila Maze from Bolton & Menk and Cynthia Nash - Collaborative Planning, LLC to a Council Meeting in January to review their respective proposals.

Mayor Lein reviewed the current appointments and asked Council Members to review the list and be prepared to fill in the Appointments in January.

f. 2019 Office Holiday Calendar

Motion by Council Member Spates, to adopt the Holiday Calendar as presented. Second by Council Member Szaroletta. Motion carried unanimously.

g. 2019 City Council & Planning Commission Schedules

After discussion a motion was made by Council Member Evenski to adopt the schedules as presented. Second by Council Member Bruss. Motion carried unanimously.

h. Audit Proposal for FY 2018

While not on the Agenda, the City did receive a proposal for Audit Services from Eide Bailly. After discussion, a motion was made by Council Member Bruss to engage Eide Bailly for the FY 2018 audit. Second by Council Member Szaroletta. Motion carried unanimously.

7. BOARD REPORT

a. November 2018 Sheriff’s Report

b. Personnel Committee Update
The council was given an update on the review process that was just completed on all employees. Motion by Council Member Szaroletta to adopt the Personnel Committee’s recommend salary changes. Second by Council Member Spates. Motion carried unanimously.

8. ANNOUNCEMENTS

Mayor Lein discussed the League of Mn Cities training opportunities coming up and encouraged attendance if possible.

Council Member Evenski thanked outgoing Council Member Jessica Spates for stepping up and filling in on the Council this year after the vacancy and noted that everyone appreciated her contributions.

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADJOURN

Motion by Council Member Spates, second by Council Member Evenski to adjourn at 8:00. Motion carried unanimously.

CALENDAR OF EVENTS/MEETINGS

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<thead>
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<th>Date</th>
<th>Time</th>
<th>Event</th>
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<td>December 24-25</td>
<td>Monday-Tuesday</td>
<td>OFFICES CLOSED</td>
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<tr>
<td>December 31-January 1</td>
<td>Monday-Tuesday</td>
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<td>January 7</td>
<td>Monday 6:00PM</td>
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<tr>
<td>January 7</td>
<td>Monday 7:00PM</td>
<td>City Council Meeting</td>
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Respectfully Submitted:

Attested:

_________________________   Michelle M Morrison, Clerk

Matt Lein, Mayor
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**NOTE:** This Payroll includes quarterly Fire Dept Pay and annual pay for City Council and Planning Commission.
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No amount available for Deferred Compensation - need access to Laserfiche to get amounts and it is unavailable.
### Check Summary Register

**CITY OF COLOGNE**

Cks 12/27/2018 - 12/27/2018

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**Total Checks** $39,800.94

Clerk Treasurer

Date
### CITY OF COLOGNE

*Check Summary Register*

January 2019

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**Clerk Treasurer**

**FILTER: None**

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**Date**
COLOGNE CITY COUNCIL
RESOLUTION NO. 19-01

A RESOLUTION APPROVING A PRELIMINARY PLAT AND A FINAL PLAT OF 16 RESIDENTIAL VILLA LOTS ON 3.18 ACRES FOR M/I HOMES OF MINNEAPOLIS, LLC THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION

WHEREAS, the City of Cologne (the “City”) is a Minnesota municipal corporation, duly organized and authorized to conduct its affairs under the laws of the State of Minnesota; and

WHEREAS, M/I Homes of Minneapolis, LLC a Minnesota limited liability corporation (the “Developer”), is the fee owner of certain real property located in the City of Cologne, County of Carver, State of Minnesota, legally described as follows:

Outlots C, D, E, and F, THE VILLAGE AT COLOGNE SECOND ADDITION, Carver County, Minnesota.

That part of Outlot A, THE VILLAGE AT COLOGNE SECOND ADDITION, Carver County, Minnesota, lying southerly of a line described as commencing at the southwest corner of said Outlot A; thence North 00 degrees 35 minutes 55 seconds East, assumed bearing, along the most westerly line of said Outlot A a distance of 267.49 feet to the point of beginning of the line to be described; thence South 89 degrees 24 minutes 05 seconds East a distance of 130.00 feet; thence South 80 degrees 46 minutes 03 seconds East a distance of 384.03 feet to the most easterly line of said Outlot A and said line there terminating (the “Subject Property”); and

WHEREAS, the Planning Commission on December 3, 2018, considered the proposed preliminary and final plat and it made the following findings of fact:

1. The proposed final plat is consistent with the City’s current comprehensive plan as amended to facilitate the development of the Subject Property.

2. Approval of the final plat is appropriate; and

WHEREAS, the Planning Commission on February 7, 2005, approved the proposed preliminary plat of The Village at Cologne and rezoning; and

WHEREAS, the City Council, by Resolution No. 05-01, adopted on March 21, 2005, approved the proposed preliminary plat of The Village at Cologne and rezoning. Resolution No. 05-01 was amended at the request of the Developer on May 2, 2005; and amended by consent of the City and
Developer by Second Amended Resolution dated May 7, 2007; and amended by consent of the City and Developer by Third Amended Resolution dated October 1, 2007.

NOW, THEREFORE, the final plat for The Village at Cologne Seventeenth Addition prepared by E.G. Rud & Sons, Inc., which is attached hereto as Exhibit A is approved subject to the following conditions:

1. The plat shall be labeled “The Village at Cologne Seventeenth Addition.”

2. All terms and conditions of Resolution No. 05-01 (as amended), including all exhibits thereto, are incorporated into this Resolution by reference as though set out in full.

3. Single family residential Carriage homes is the permitted use on the sixteen single family lots (Lots 1-16, Block 1) The “Villa Lots”.

4. City Attorney must approve all ingress/egress access, maintenance agreements, easements and other documents relating to the private drive which provides access to the Villa Lots.

5. All Carriage homes shall be constructed in conformance with the applicable setback requirements of the City.

6. The Carriage homes on the sixteen Villa Lots will have exterior elevations which are consistent with what was in the PUD approved plan and the standards of City Ordinance No. 105-K and which are consistent with the exterior elevations attached hereto as Exhibit B.

7. The lowest floor elevations, lowest opening elevations and garage floor elevations for each house pad on each separate Villa Lot must be shown on the grading plan.

The freeboard standards related to the carriage homes shall be as follows:

A. Low opening of each carriage home is a minimum of 2-feet above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams with a separate emergency overflow.

B. Low opening of each carriage home is a minimum of 3-feet above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams without a separate emergency overflow.

C. Low floor elevations of carriage home is a minimum of 1-foot above the 100-year, 24-hour storm flood elevation for each house adjacent to ponds, wetlands, lakes or streams.

In addition, residences and garages shall not be constructed within 25-feet horizontally of the calculated 100-year, 24-hour storm encroachment line.
8. The Developer must submit details on corrected building pads including compaction tests, limits of the pads and elevations of the excavations. The general soils report for the development must also be submitted to the City prior to the issuance of building permits.

9. All improvements to be constructed for The Village at Cologne Seventeenth Addition shall be constructed in accordance with the plans approved by the City Engineer.

10. Utilities have been previously designed and constructed by the Developer but will be revised by Developer to remove certain existing sanitary sewer lines and to install new sanitary sewer, storm sewer and water lines as shown in the phase for the village at Cologne 17th Addition prepared by Stantec dated October 5, 2018.

11. The access street for The Village at Cologne Seventeenth Addition commencing at Naples Avenue to the west and extending to the existing east/west private street on the north end of the subject property, shall be a private street constructed by the Developer, but maintained, repaired and plowed by the homeowner’s association created for The Village at Cologne Seventeenth Addition. [CORRECT OR BY EASEMENT/AGREEMENT]

12. The underground sanitary sewer, water and storm sewer lines constructed in the private street outlined in the prior paragraph lie within a platted drainage and utility easement; and upon completion and acceptance by the City, the City will assume ownership for the sanitary sewer and water utility lines (excluding stub lines to individual homes). If the private street is excavated by the City in order to maintain water and sanitary sewer lines, it shall be the responsibility of the homeowners’ association created for The Village at Cologne Seventeenth Addition or the owners of the Villa Lots to repair, at its expense, the damage to the street caused by such excavation. The homeowners’ association or the owners of the Villa Lots shall be solely responsible, at its expense, to repair and maintain the storm sewer improvements on the Subject Property.

13. The Developer may construct nine different of its models on the lots in The Village at Cologne Seventeenth Addition (see Exhibit B):

   A. Elmwood
   B. Linden
   C. Cedarwood
   D. Cedarwood II
   E. Everett
   F. Willow
   G. Reece
   H. Hannah
   I. Bradley
14. The Developer shall pay all fees imposed by Resolution No. 05-01 (as amended) at the
time of the release of the plat on The Village at Cologne Seventeenth Addition for filing.
All SAC/WAC charges and all other applicable fees required in Ordinance No. 161-J
shall be payable concurrent with the application for any building permit. This approval is
subject to and conditioned upon the following:

A. The City vacation of underlying drainage and utility easements for which the
   Developer has filed a petition.

B. City Attorney review and approval of the title commitment.

C. City Attorney review and approval of homeowners association documents.

D. City Attorney review and approval of consents and amendments to existing
   homeowners association documents.

15. 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 and Developer has complied with paragraph 23 herein.

16. The Developer shall locate all existing agricultural tile lines on the Subject Property and
provide for their continued discharge through the storm water system that will be
constructed by Developer.

17. The Developer shall supply detailed storm sewer, hydraulic and hydrologic calculations,
as requested, to the City Engineer to review and approve.

18. The Developer, if not already provided, shall supply detailed construction plans for
sanitary sewer, water main, street access points and storm sewer improvements for the
City Engineer to review and approve. All utility improvements shall be constructed in
accordance with the City’s specifications and detail standards.

19. The Developer shall be responsible for obtaining and complying with all necessary
permits from the Metropolitan Council, Minnesota Department of Health, DNR, Carver
Watershed District, PCA, MnDOT, Carver County Public Works Department and any
other governmental agencies.

20. 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.

21. The Developer must reimburse City for all costs incurred by City and its consultants in
relation to review of the proposed development plan of Developer and in relation to the
installation of any improvements making up the development of the Subject Property.

22. The Developer shall comply with and/or satisfy all requirements set forth in the City
Engineer’s report dated October 18, 2018 and the City Planner’s report of October 30,
2018.
23. The Developer has satisfied parkland dedication requirements for the Subject Property as provided in Resolution No. 05-01 (as amended).

24. The Developer may not proceed with any construction until the Developer has entered into a Developer’s Agreement prepared and approved by the City Attorney, and posted the financial security required by Cologne City Code.

25. The approval is conditional upon the City Engineer receiving and approving a complete construction plan as required by the City Engineer including, but not limited to, sanitary sewer, watermain, storm sewer, street, site grading, and erosion control for the Subject Property.

Adopted and approved by the City Council of the City of Cologne on a ____ to ____ vote effective on the 7th day of January, 2019.

______________________________
Matt Lien, Mayor

Attest:

______________________________
Michelle Morrison, City Clerk
EXHIBIT A

Final Plat
THIS DEVELOPER’S AGREEMENT (“Agreement”) is made effective this 7th day of January, 2019, by and between the City of Cologne, a Minnesota municipal corporation (“City”), and M/I Homes of Minneapolis/St. Paul, LLC, a limited liability company (“Developer”).

RECITALS

A. The Developer is the fee 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 residential use encompassing Lots 1-16, Block 1 (“Villa Lots”) all in a plat entitled The Village at Cologne Seventeenth 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 of the City for the subdivision of the Property.
D. By Resolution No. 19-01 adopted on January 7th, 2019, the Developer has received preliminary and final plat approval from the City Council of the City for the subdivision of the Property.

E. 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 the prior preliminary plat resolution for The Village at Cologne (Resolution No. 05-10, as amended), Resolution No. 19-01, and in this Agreement.

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 $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 (all at then current City rates therefor). 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 $5,000.00, within ten (10) business days after written notice from the City Administrator that the balance of the deposit is less than $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 Villa Lot has been sold, the Developer may provide to the City an instrument in recordable form that releases said Villa 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. Notwithstanding the foregoing of the provisions of Section 2.15 relating to Private Streets may not be released and survive any release.

1.07 Recording. Simultaneous with the execution of this Agreement, Developer will file the final plat for The Village at Cologne Seventeenth Addition with the Carver County Recorder. The Developer will coordinate the order of recording of the final plat 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. 05-10, as amended, Resolution No. 19-01 approving the preliminary plat and the final plat of the Property including any requirements, reports or resolutions incorporated into Resolution No. 05-10, as amended, Resolution No. 18-25 by reference.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS

2.01 Agreement to Construct Improvements. The Developer agrees to construct the street, water, sewer and other improvements ("Improvements") required for the development of the Property, which shall be installed under the terms and conditions herein set forth:

A. Private street grading, graveling and stabilizing, including the construction of berms and boulevards (hereinafter called "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 “Storm Sewer Improvements”).

C. Sanitary sewer laterals or extensions, including all necessary building services, manholes and other appurtenances (hereinafter called “Sanitary Sewer Improvements”).

D. Water main laterals or extensions, including all necessary building services, hydrants, valves, fittings and other appurtenances (hereinafter called “Water Main Improvements”).

E. Permanent private street surfacing including concrete curb and gutter (hereinafter called “Permanent Street Improvements”).

F. Standard street name signs and traffic signs on all newly opened intersections and streets (hereinafter called “Traffic Sign Improvements”).

G. Grading of the Property and construction of building pads (hereinafter called “Site Grading Improvements”).

H. Street lights and installation of street lights consistent with the lighting plan approved by the City (hereinafter called “Street Light Improvements”).

I. Landscaping and installation of grass, trees and shrubs consistent with the approved landscape plan dated October 29, 2018 (hereinafter called “Landscape Improvements”).

All Improvements must be constructed in conformance with the plans and specifications that shall be approved by the City prior to release of the final plat for recording (“Approved Plans”).

A copy of the Approved Plans with the letter of the City Engineer must be filed with the City
Clerk/Treasurer concurrent with the execution of this Agreement. The Approved Plans for The Village at Cologne Seventeenth Addition were prepared by E.G. Rud & Sons, Inc. and Stantec for the Developer and contain the following plan sheets:

1. Final Plat for The Village at Cologne Seventeenth Addition prepared by E.G. Rud & Sons, Inc. (one sheet);

2. Final Grading Plans prepared by E.G. Rud & Sons, Inc. (Sheet GP);

3. Construction Plans for utility removal, sanitary sewer, water main prepared by Stantec (Sheets C0.01, C2.01 and C4.00 totaling 3 sheets):

4. Landscape Plan dated October 29, 2018; and

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. Additionally, the Developer must resolve to the reasonable satisfaction of the City Engineer the issues raised in Bolton & Menk’s letter dated October 18, 2018, and Resource Strategies Corporation’s memo dated October 30, 2018, and set forth in Resolution No. 05-01 (as amended Resolution No. 19-01) and any subsequent review requirements, letters, or memos of the City Engineer and the City Planner.

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 of public improvements, but is not responsible for inspecting the private street. Developer must notify the City Engineer of all tests to be performed.

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

2.04 Time for Developer’s Performance: General Provision. The Developer agrees that it will commence work on the Improvements on or before May 1, 2019, 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 of the City on or before September 30, 2019, subject to delays due to inclement weather, casualty, labor strikes, material shortages or other causes beyond the reasonable control of Developer (“Force Majeure”). The second lift of bituminous on the private street will be installed by Developer during the 2020 construction season following completion of the City’s water treatment plant. 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 bond and/or other 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 2.10), 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 contractor(s) 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 contractor(s) selected by the Developer. Prior to the commencement of construction of the Improvements by the Developer, Developer and its contractor(s) shall attend a pre-construction meeting with the City Engineer. The Developer and its contractor(s) 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, other than the City Improvements, 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 contractor(s) without prior written order from the City are furnished at the Developer’s or contractor(s) 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 all work required by the City Engineer or its designated representative, the City Engineer and representatives of the Developer’s contractor(s) 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 portion of the development of the Property shall take the form of a resolution duly passed by the City Council of the City, 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, unless otherwise specified by the City Engineer.

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.

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:

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<th>Structures/Blocks</th>
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<tr>
<td><strong>Layer Name</strong></td>
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<tr>
<td><strong>Rim Elevation (Storm and Sanitary)</strong></td>
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<tr>
<td><strong>Invert Elevation (Storm and Sanitary)</strong></td>
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<td><strong>Casting Type (Storm and Sanitary)</strong></td>
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<td><strong>Size</strong></td>
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<td><strong>Top Nut Elevation (Water/Hydrant)</strong></td>
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<tr>
<th>Pipes/Lines</th>
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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.

2.10 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 ("Security") approved by the City Attorney in the amount of $360,620.88, which is 125% of the City Engineer’s estimated cost of the Improvements (including the landscape plan) except for the Grading Improvements which are subject to separate security provided pursuant to the Grading Permit. The Security must remain in place to secure Developer’s obligations, but reduction in the Security may, in the discretion of the City Council, be granted upon written request by the Developer based upon the value of the completed work at the time of the requested reduction. The amount of reduction will first be approved by the City Engineer and then submitted to the City Council for action. The Security may not be reduced to less than 25% of the original amount for items 2.01 A, B, C, D, E and H 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 thirty (30) 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. In such an event, the City shall provide to Developer an itemization of the proceeds drawn by the City from the Security and written confirmation, in reasonable detail, as to how such proceeds were applied by the City pursuant to this Section 2.10. The Developer shall be liable to the City to the extent the Security is inadequate to reimburse the City its reasonable 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.

2.11 Insurance. The Developer shall, concurrent with the execution of the final plat, furnish proof of insurance acceptable to the City, covering any public liability or property by reason of the operation of the Developer’s, or any contractor or subcontractor of the Developer’s, equipment, laborers and hazard caused by the construction of the Improvements. The insurance must be kept in force at all times that construction of the Improvements is in progress. The insurance certificate so provided by Developer must name the City as an additional insured and the insurance certificate provided by the Developer’s contractor must name the City and Bolton & Menk as additional insureds and all certificates must provide that the insured will give the City not less than thirty (30) days’ written notice prior to the cancellation or termination of the insurance policy.
2.12 **Warranty Bond.** Upon completion of the work of the Improvements and prior to acceptance by the City, the Developer and/or Developer’s contractor(s) shall be required to furnish to the City a two (2) year warranty bond in at least the amount of the actual construction cost of the Improvements guaranteeing the work of the construction of the Improvements to the City.

2.13 **Erosion and Sediment Control and Street Cleaning.** The Developer shall follow Best Management Practices Handbook and the reasonable directives of the City Engineer to control erosion and sediment, minimize dust and construction debris and keep the streets on the Property clean. The Developer shall maintain and periodically sweep all ingress and egress routes and streets at Developer’s expense. Should the Developer fail to abide by the directives of the City Engineer, or 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 3.09 hereof.

2.14 **Intentionally Deleted.**

2.15 **Private Street.** The Villa Lots are served by a private drive/street which is not a public improvement, is not a public street and will not be maintained, repaired or replaced by the City. All costs related to the installation of the private drive/street are the obligation of the Developer. After completion of the construction of the private drive/street all costs of its repair, replacement and maintenance are the obligation of the owners of the Villa Lots. If the City has to disturb the private drive/street to access any public utility lines constructed thereunder, the cost of repairing or replacing the private drive/street is the obligation of the Villa Lot owners. The provision of this Section 2.15 shall survive any release of this Agreement.
2.16. **Base Map Updating.** A fee of $15.00 per Residential Lot must be paid by Developer concurrent with the execution of this Agreement.

### 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 Villa Lot to recover the reasonable costs thereof. 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, the City, its officials and employees, shall not be personally liable or responsible in any manner
to the Developer, the Developer’s contractor(s) or subcontractor(s), material suppliers, laborers or any other person or persons for any claim, demand, damages, actions 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. The Developer will hold the City, its officials, consultants, agents and employees, harmless from all such claims, demands, damages, 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 (all at then current City rates therefor).

3.03 Drainage of Sumps. All sumps installed in any residence constructed on any Villa Lot or Residential Lot subject to this Agreement shall be hard plumbed to the exterior and shall discharge in accordance with the review and comments of the City Engineer to the nearest drainage easement or connect to drain tile or storm sewer as directed by the City.

3.04 Landscaping. Developer must complete the installation of the Landscape Improvements on or before October 31, 2019, 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 Villa Lot within The Village at Cologne Seventeenth Addition, Developer shall cause all the Residential Lots on which a villa home is located to be finished with a minimum of six (6) inches of topsoil and sodded extending from the curb and gutter along the street to the rear of the structure on a line parallel to the street. Each Villa Lot shall also have a minimum of two (2) trees installed as per the requirements of City Code. Grading, sodding, and seeding shall be in conformance with the approved grading plan and the SWWPP. No walls, permanent structures, or impervious surfaces may be constructed within drainage and utility easements or above
sewer, water, or storm sewer utilities on the Property. If the certificate of occupancy is issued between October 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 Villa Lots abutting the private drive/streets in the Village at Cologne Seventeenth Addition as shown in the Approved Plans and shall maintain such sod on such lots until a certificate of occupancy is issued for such Villa Lot until a subsequent Developer’s Agreement is entered into by City and Developer. Individual Villa Lots and Villa Lots landscaping shall be consistent with the approved landscape plan dated October 29, 2018. The Developer must install signage indicating boundaries of easements approved by the City Engineer on each Villa Lot abutting the drainage and utility easements.

3.05 Parkland. The Developer, upon completion of the terms of this Agreement, and based upon prior parkland conveyances and improvements has satisfied parkland dedication requirements for the Villa Lots.

3.06 Intentionally Deleted.

3.07 Transportation Fee. Concurrent with the issuance of each building permit, Developer shall pay to City the Transportation Fee of $735.00 per Villa Lot established in Resolution No. 05-10, as amended.

3.08 Additional Security. As Security for the obligations of the Developer not specifically provided for in Sections 1.01 and 2.10, the Developer shall provide to the City, in a form acceptable to the City Attorney, an irrevocable letter of credit in the amount of $35,000.00. This amount may be added to the letter of credit provided by the Developer pursuant to Section 2.10. 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.

3.09 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 agrees to inform purchasers of
any Villa Lot(s) of the existence of this Agreement and the obligations and restrictions created
herein prior to the completion of the sale. 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.

3.10 HOA/Title. The Developer must have submitted and have received approval of
the City Attorney for all homeowners’ association documents, private drive/street easements
and title reports before the plat will be released for recording.

3.11 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.

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

3.14 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
CITY OF COLOGNE

By: ______________________________
   Matt Lien
Its:   Mayor

By: ______________________________
   Michelle Morrison
Its:   City Clerk

STATE OF MINNESOTA       )
                        )ss.
COUNTY OF CARVER        )

The foregoing instrument was acknowledged before me this ____ day of January, 2019, by Matt Lien and Michelle Morrison, the Mayor and City Clerk, respectively, of the City of Cologne, a Minnesota municipal corporation, on behalf of the corporation.

______________________________
Notary Public
M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By: ______________________________
   John Rask
   Its: Vice President

STATE OF MINNESOTA )
 )ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this ___ day of January, 2019, by John Rask, the Vice President of M/I Homes of Minneapolis/St. Paul, LLC, a 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 (rlh)
EXHIBIT A

Outlots C, D, E, and F, THE VILLAGE AT COLOGNE SECOND ADDITION, Carver County, Minnesota.

That part of Outlot A, THE VILLAGE AT COLOGNE SECOND ADDITION, Carver County, Minnesota, lying southerly of a line described as commencing at the southwest corner of said Outlot A; thence North 00 degrees 35 minutes 55 seconds East, assumed bearing, along the most westerly line of said Outlot A a distance of 267.49 feet to the point of beginning of the line to be described; thence South 89 degrees 24 minutes 05 seconds East a distance of 130.00 feet; thence South 80 degrees 46 minutes 03 seconds East a distance of 384.03 feet to the most easterly line of said Outlot A and said line there terminating.
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR
THE VILLAGE AT COLOGNE SOUTH

This Declaration (this “Declaration”) is made this _____ day of ________________, 2019, by M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company, hereinafter called "Declarant", for the purpose of establishing The Village at Cologne South as a single-family residential housing community.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real estate located in the City of Cologne, in Carver County, Minnesota, which is legally described on Exhibit A hereto attached, all which above-described land, together with all improvements thereon, constitutes and is hereinafter referred to as the "Property"; and

WHEREAS, the Property is the subject of a proposed residential development, and Declarant intends to improve the Property or portions thereof and any additions thereto from time to time; and

WHEREAS, Declarant desires to subject the Property to this Declaration at this time; and

WHEREAS, the real estate subjected hereby or which subsequently may be subjected to this Declaration and the improvements constructed thereon, will require uniform and continuing care and maintenance for the benefit and enjoyment of persons residing in the Property; and

WHEREAS, the Association, as hereinafter defined, has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to maintain certain easements (each as hereinafter identified), to preserve and enhance the Property, to administer and enforce the covenants and restrictions, to provide certain services to certain Owners (as hereinafter defined); and to collect and disburse the assessments, fees and charges hereinafter created; and

WHEREAS, the Property is not subject to Minnesota Statutes Chapter 515B (the “Act”) by reason of the exemption contained in Section 515B.1-102(e)(2) thereof, and is subject to a master association, as defined in the Act.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as hereafter may be made pursuant to this Declaration, is and shall be held, transferred, conveyed, sold, leased, occupied, and developed, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property, and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each
Owner. This Declaration contemplates a general plan for the individual ownership of residential real property estates all of which are "single family" lots. The purpose of this Declaration is to provide for the maintenance and administration of certain defined areas and facilities which benefit the development within and adjacent to the Property. Every conveyance of any part of the Property, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

**ARTICLE I.**
**DEFINITIONS**

**Section 1.** The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. “Articles” shall mean the Articles of Incorporation of the Association.

B. “Association” shall mean The Village at Cologne South Homeowners Association, a Minnesota nonprofit corporation, created under Minnesota Statutes Chapter 317A.

C. “Board” shall mean the Board of Directors from time-to-time of the Association.

D. “Bylaws” shall mean the corporate Bylaws adopted, from time to time, by the Board.

E. “City” shall mean the City of Cologne, Minnesota.

F. “Committee” shall mean the Architectural Control Committee of the Association.

G. “Common Expenses” shall mean all expenditures made or liabilities incurred by or on behalf of the Association incident to its operation, and items otherwise identified as Common Expenses in this Declaration or the Bylaws.

H. “County” shall mean Carver County, Minnesota.

I. “CPI” shall mean the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for Minneapolis-St. Paul, as published from time-to-time by the U.S. Department of Labor.

J. “Declarant” shall mean the entity identified above, and its successors and assigns subject to satisfaction of the requirements of Article XI, Section 10 hereof.

K. “Declarant Rights” shall mean those exclusive rights reserved to Declarant, its successors and assigns, as set forth in Article XI below.
L. “Driveway and Sidewalk Maintenance” shall mean management of snow removal from driveways up to (but not including) the garage floor slab and the sidewalk up to (but not including) the front stoop, to the extent located within the boundaries of any Lot.

M. “Eligible Mortgage Holder” shall mean a holder of a first Mortgage, as hereinafter defined, who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said writing has requested the Association to notify it of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

N. “Excluded Parcel” shall mean any Additional Real Estate which is not added to the Property within the time limits allowed herein.

O. “FHA” shall mean Federal Housing Administration, Department of Housing and Urban Development.

P. “FHLMC” shall mean Federal Home Loan Mortgage Corporation.


R. “Irrigation System” shall mean each individual lawn sprinkler system installed by Declarant for the irrigation of each Lot.

S. “Landscape Easement Area” shall mean and refer to each and all of those certain portions, if any, of the Property legally described on Exhibit B attached hereto, or any such additions thereto (by way of grant from Declarant or other).

T. “Lawn Maintenance” shall mean, to the extent the Board in its sole discretion deems necessary or desirable, to water, mow, trim, rake, apply fertilizer and herbicide to, and otherwise maintain all lawns and all Association plantings and trees located on Lots according to rules adopted by the Association.

U. “Lot” shall mean and refer to a separate platted lot located within the boundary of the Property intended for or containing a dwelling.

V. “Mailbox Easement Area” shall mean those portions of each Lot lying within five (5) feet of the Private Road.

W. “Member” shall mean any person or entity holding membership in the Association as provided in Article III hereof.

X. “Mortgage” shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Y. P.O. “FHA” shall mean Federal Housing Administration, Department of Housing and Urban Development.
Z. “Owner” shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

AA. “Plantings Maintenance” shall mean the maintenance, repair and replacement of the plant material (if any) installed adjoining the patio screening fences installed on each Lot, to the extent the Board deems necessary or desirable.

BB. “Plat” shall mean the recorded plat of The Village at Cologne Seventeenth Addition depicting the Property pursuant to the requirements of Minn. Statutes Chapter 505, 508 or 508A, as applicable, including any additional or amended Plat or replat recorded from time-to-time depicting all or a portion of the Property.

CC. “Private Road” shall mean those portions of each and every Lot upon which the private street shall be constructed to serve each of the Lots as depicted and described in Exhibit C attached hereto.

DD. “Property” shall have the meaning ascribed above.

EE. “Snow and Turf Services” shall mean Driveway and Sidewalk Maintenance and Lawn Maintenance.

FF. “Snow and Turf Dues” shall mean the cost of providing Snow and Turf Services.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Subject to Declaration. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Lot Identification and Use. Initially there are sixteen (16) Lots created in the Property. Except as otherwise provided herein, all Lots are restricted to single-family residential use. The Lots are identified by lot and block numbers and subdivision name, as shown on the Plat, which is incorporated herein by reference. Each Lot constitutes a separate parcel of real estate.

Section 3. Boundaries. The front, rear and side boundaries of each unit shall be the boundary lines of the platted lots, as shown on the Plat. The Lots shall have no upper or lower boundaries.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner shall be subject to assessment, and except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. By taking title to a Lot, each Owner thereby consents to being a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a Member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership
shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except automatically upon the transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure or mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. If an Owner of any Lot attempts to not transfer the membership registered in his name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been expressly surrendered.

Section 3. Voting. Each Lot is assigned one (1) vote (which vote is initially 1/16th of the votes). Voting rights for each Lot cannot be separated or conveyed separately from the title to the Lot. When more than one person holds title to any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. There can be no split vote for a Lot. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded. In the absence of such arrangements, no vote shall be allowed to a Lot with multiple Owners.

Section 4. Common Expense Allocation. Common Expense obligations are allocated equally among the Lots, subject to the qualifications set forth in Article V below. Said obligations shall be automatically reallocated on the same basis among all Lots as and if additional Lots are added to the Property. The foregoing Common Expense obligation for each Lot cannot be separated from the title to the Lot.

Section 5. Suspension of Voting Rights. If any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV.
PROPERTY RIGHTS

Section 1. Easements, Covenants, Amendments. All easements described in this Declaration are permanent easements appurtenant, running with the land, except to the extent explicitly stated in this Declaration to be for the benefit of a particular person or entity. They shall
at all times inure to the benefit of and be binding on the Owner and the Mortgagee, from time to time, of any Lots, and their respective heirs, successors, personal representatives or assigns.

Section 2. Ingress and Egress Easements and Association Maintenance Easement. Each Lot shall be benefitted by and subject to nonexclusive private easements for ingress and egress over the Private Road.

Section 3. Drainage and Utility Easements and Association Maintenance Easement. The Property shall be subject to nonexclusive public easements for drainage and utilities as so indicated and described on the Plat. Such drainage easements shall include but not be limited to a nonexclusive easement over the yard areas of the Lots for storm and surface water drainage and ponding over those parts of the Property which are designated, designed, improved or graded for such purposes as a part of the development of the Property.

Section 4. Maintenance Easement Over Adjoining Lots. Owners, including but not limited to the Association, of adjoining Lots shall have reciprocal easements for reasonable access over adjoining Lots for the maintenance and upkeep of walls, fences, buildings, landscape material, grass and other improvements; provided, however, that any damage to an adjoining Lot resulting from such access shall be promptly and fully repaired.

Section 5. Association's Rights.

A. The Association shall have the right to manage, build, reconstruct, repair, maintain and improve (including by way of example, but not limited to, landscaping, to place, maintain, and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control of weeds, dandelions and crabgrass; to install and maintain an irrigation system; to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance of) the Private Road, Landscape Easement Areas and Mailbox Easement Areas. The Property shall be subject to nonexclusive easements in favor of the Association for performance of the construction, repair and maintenance responsibilities required or allowed pursuant to this Declaration.

B. The Property shall be subject to easements of record on the date hereof to any public or private utilities or governmental bodies for the installation and maintenance of electrical, telephone, cable television and data conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lot.

C. Declarant shall have a non-exclusive easement and right to erect and maintain temporary and permanent signs and related monuments identifying the community on Lots owned by Declarant. Those parts of the Property on which monument signs or related improvements are located shall be subject to a non-exclusive easement in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements.

D. The Board shall have the right to select a single or multiple garbage hauling company(ies) to service the Property, and prohibit other garbage haulers from servicing the Property. The fee for the garbage hauling service provided to each Lot shall be included in
annual assessments provided, however, that the Association may charge a fee to each Owner for any hauling of extra trash or large items which are not included in the standard garbage hauling service provided to each Lot.

Section 6. **Declarant’s Rights.** Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last Lot is conveyed by Declarant to an Owner other than a declarant, Declarant shall have the special declarant rights set forth in Article XI below. Without limiting the generality of the foregoing, declarant shall have the right (until the last Lot owned by Declarant is so conveyed) to construct, relocate, remove, and alter improvements on the Private Road, Landscape Easement Area, Mailbox Easement Area, including paths, driveways, parking areas, utilities, lighting, walls, fences and landscaping, and to cut, fill and reshape land contours. If there’s any conflict between the rights of Declarant and the rights of the Association with respect to the Private Road, Landscape Easement Area and Mailbox Easement Area, the rights of Declarant shall take precedence over the rights of the Association.

Section 7. **Non-dedication to Public Uses.** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Lots to or for any public use or purpose whatsoever.

Section 8. **Easement for Unintentional Encroachment.** Notwithstanding any other provisions contained herein, if any wall, fence or landscaping encroaches (not to exceed 12 inches) upon any part of any other Lot, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual easement appurtenant to such encroaching Lot shall exist for the continuance of any such encroachment for so long as the encroachment shall exist.

Section 9. **Emergency Access to Lots.** In case of emergency, all Lots are subject to and benefited by a non-exclusive easement in favor of the Association for access, without notice and at any time, in favor of fire, police or other public safety personnel.

Section 10. **Other Easements.** The Property shall be subject to such other easements as may be authorized by the Association under authority contained in the Association’s governing documents or recorded against the Property by reason of the City’s and/or the County’s requirements in connection with the development of the Property.

Section 11. **Landscape Easement Area.** The Association shall have an exclusive right and easement in and to the Landscape Easement Area, if any, for the purpose of maintaining and preserving the same to uniform and high standards of landscaping and appearance. Such rights shall include, but not be limited to, the right: (i) to place, maintain and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; (ii) to apply fertilizers and agents for the control or weeds, dandelions and crabgrass; (iii) to install and maintain a central irrigation system; (iv) to provide for snow removal and trash collection and (v) to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance. The Association will not be responsible for any damage to any Owner’s gardens and/or Owner’s plantings due to overwatering, underwatering or improper watering. No Owner may do any of the following within the Landscape Easement Area without the prior written
consent of the Association: (a) change, remove add to or obstruct any landscaping, plantings or improvements maintained by the Association; (b) change land contours; (c) deposit trash, garbage or yard debris; (d) store furniture, vehicles, sporting equipment or other personal property, planters, erect structures, walls, fences, bird baths, sculptures, planters or other objects, either decorative or utilitarian; or (e) interfere with the Association or its agents in the exercise of the Association's rights.

Section 12. **Mailbox Easement Area.** The Association shall have an exclusive right and easement in and to the Mailbox Easement Areas for the purpose of erecting, maintaining, repairing and replacing uniform mailboxes. The Association shall have the right to determine the design of all mailboxes within the Mailbox Easement Areas. The location of all mailboxes shall be determined by the local United States Postal Service Postmaster, and mailboxes may be clustered so that a mailbox may be located on a Lot different from the one it serves. The following shall require the consent of the Association in each instance: (i) changes in design, color or appearance of mailbox; (ii) additions to a mailbox; or (iii) plantings on or around a mailbox.

Section 13. **Non Interference; Impairment Prohibited.** All persons exercising easement rights hereunder shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the person’s exercise of the easement rights. No improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no fill or other material shall be placed, in an easement area, which may damage or interfere with the installation, use or maintenance of such area, or which may change or impede the intended flow of water through any drainage easement area. No person shall otherwise impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein.

**ARTICLE V. ASSESSMENTS/MAINTENANCE**

The Association has a lien on each Lot for any assessment levied against that Lot from time-to-time as the assessments become due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Recording of this Declaration constitutes record notice and perfection of any lien under this Article, and no further recording or notice is required.

Section 1. **Personal Obligation.** Declarant, for each Lot owned by it, hereby covenants, and each Owner by acceptance of a deed, or other conveyance of a Lot, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges incurred by the Association, which shall be payable in regular installments including, but not be limited to, hazard and liability insurance for common property, maintenance of lawns and landscaping, garbage hauling and other activities of the Association, pursuant to this Declaration, and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis and which the Association may be obligated to maintain; (b) special assessments for capital improvements, all of which assessments shall be established and collected as hereinafter provided; and (c) other assessments provided for in this Article. Any assessments authorized
herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from
the first day of January (for annual assessments) and from the date the first installment is payable
(for special assessments) against the Lot assessed. Special assessments are in addition to the annual
assessments, and may be levied for the purpose of defraying, in whole or in part, the cost of
(i) covering emergency expenditures, (ii) replenishing underfunded replacement repairs, or
(iii) covering unbudgeted capital expenditures. The recording of this Declaration shall constitute
notice of the Association’s lien against each Lot. Such annual assessments shall be due and payable
in two semiannual installments on the first day of each and every January and July commencing on
the first day of January of each year, or other more frequent periodic payments as determined by the
Board. Each assessment, together with interest, costs and attorneys’ fees of the Association
incurred to collect an assessment shall be the personal obligation of the person who was the Owner
of such Lot on the date said assessment became due and payable. Said personal obligation of an
Owner shall not pass to his successors in title or interest unless expressly assumed by them or
unless, prior to such transfer, a statement of lien for such assessments shall have been filed in
writing with the County Recorder/Registrar of Title, as applicable, for the County. No Owner shall
escape liability for the assessments which fell due while he was the Owner by reason of non-use,
transfer or abandonment of his Lot, nor may an Owner deduct or set-off against the assessments any
amounts the Owner claims are due from the Association, nor may an Owner withhold or defer
payment of assessments by reason of any claims or complaints against the Association of any nature
whatsoever.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be
used exclusively to promote the recreation, health, safety and welfare of the Owners and the
residents of the Property, to provide Snow and Turf Services, and to construct, manage, improve,
maintain, repair and administer the Private Road, Landscape Easement Areas and Mailbox
Easement Areas. As contemplated in Article IV, Section 5(D) above, the Association may also
establish an additional fee for any hauling of extra trash or large items which are not included in the
standard garbage hauling service provided to each Lot. An adequate reserve fund shall be
maintained for working capital and for the periodic maintenance, repair and replacement of those
improvements and elements of the common property that must be replaced on a periodic basis.
Such fund shall be maintained out of the regular assessments.

Section 3. Annual Assessments. Annual assessments shall be shared by all Lots in the
same manner as Common Expenses, as contemplated in Article III, Section 4 above. The Board
may fix said annual assessments to cover any and all expenses and projected expenses of the
Association during the applicable calendar year subject to the following limitations:

A. The annual assessment may be increased each year by not more than ten
percent (10%) of the prior year's annual assessment.

B. The annual assessment may only be increased by more than ten percent
(10%) of the prior year's annual assessment by a vote of two-thirds (2/3) of the Members
who are voting in person or by proxy, at a meeting called for this purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized
above, the Association may levy, in any assessment year, a special assessment against any one (1)
or more Lots, as applicable, payable over a period not to exceed thirty-six (36) months for the
purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Private Road, Landscape Easement Areas or Mailbox Easement Areas, including fixtures and personal property related thereto.

Section 5. Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services. There shall be contributed, on a one-time basis upon the initial sale of each Lot, an amount equal to two (2) month(s) installment of annual assessments. The contribution shall be paid at the time of closing on the sale of the Lot. This amount is not a prepayment of or substitution for monthly assessments, but is in addition to the regular installments of annual assessments. The funds shall be deposited into a segregated Association account no later than the date the period of Declarant control expires hereunder. Funds deposited in said account shall not be used to defray any of Declarant’s expenses, reserve contributions or construction costs, nor to make up any budget deficits prior to expiration of the period of Declarant control. However, upon the closing of the initial sale of a Lot, Declarant may reimburse itself from funds collected from the purchaser at closing for any prior contributions made by Declarant to the working capital fund with respect to that Lot.

Section 6. Application. All of the charges, assessments, dues and fees charged by the Association pursuant to Sections 3, 4 and 5 of this Article shall be deemed "assessments" to which the terms and provisions of Sections 1, 2 and 7 through 17 of this Article shall apply.

Section 7. Owner’s Maintenance. Each Owner shall be responsible for: (i) the upkeep and maintenance of such Owner’s residence, garage, driveway, sidewalks, patio, patio screening fence and all other areas, features or parts of the Lot; and (ii) the maintenance, repair and replacement of each Owner’s backyard storm sewer, if any, constructed by the Declarant, to the extent not otherwise maintained by the Association or the City, and each Owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other Lots. Every Owner must perform promptly all cleaning, maintenance and repair work within that Owner's Lot, which, if omitted, would affect or another Lot or Lots, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an Owner to remove offending landscaping, or to use a professional exterminator, and upon failure of the Owner so to do, Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof. An Owner shall do no act nor allow any condition to exist upon their Lot which will materially and adversely (i) affect the other Lots or homeowners, or (ii) detract from the overall appearance of the Property as a whole.

Section 8. Association’s Maintenance. The Association shall be responsible for the Plantings Maintenance. No Lot Owner shall remove, change, or otherwise alter the plant material (if any) adjoining the patio screening fence without the prior written authorization of the Board, and the Board may withhold such consent in their sole discretion. The Association shall provide spring start up and fall shut down services for the Irrigation System. The Association shall be responsible for any fees for repair of replacement of any irrigation head or line located on any Lot.
Section 9. Notice and Quorum for Certain Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3.B of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Rate of Assessment. Annual assessments shall be collected on an annual basis and special assessments shall be collected as the Board determines. Annual assessments must be fixed at a uniform rate for all Lots that are served by the completed Private Road (first lift of asphalt) and public sewer and water utilities, except that Lots owned by the Declarant shall be assessed at one-fourth (1/4) the full rate until the first day of the month following the transfer of such Lot to a third party, at which time such Lot shall be assessed the full rate. Special assessments will be fixed against the affected Lot(s), as reasonably determined by the Board. The Declarant may unilaterally waive and relinquish this reduced rate of assessment prospectively at any time by executing and recording a written waiver to that effect. However, certain expenses may be assessed on a different basis, or against one or fewer than all Lots, to the extent not prohibited by Minnesota Statutes in the following circumstances:

A. Any common expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Lot.

B. The costs of utilities may be assessed in proportion to usage.

C. Reasonable attorney fees and other costs incurred by the Association in connection with (i) the collection of assessments and/or (ii) the enforcement of the Declaration, Bylaws, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's Lot.

D. Fees, charges, late charges, fines and interest may be assessed.

E. If any damage to the common elements or another Lot is caused by the act or omission of any Owner or occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Lot to the extent not covered by insurance.

F. Any installments of an assessment accelerated pursuant to Section 15 below of this Article.

Assessments described in Sections 10.A through F above shall not be considered special assessments.
Section 11.  **Surcharges.** The Association in accordance with reasonable and uniform standards may add to the assessments for a particular Lot a surcharge for maintenance or utility expenses benefiting that Lot but less than all of the Lots.

Section 12.  **Commencement of Initial Annual Assessments.** The annual assessments provided for herein may commence as to all Lots when determined by the Board but in no case earlier than two (2) months after the conveyance of the first Lot to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 13.  **Budgeting and Notice of Annual Assessments.** By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year and shall send written notice thereof to each Owner. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 14.  **Proof of Payment.** Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then-unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 15.  **Nonpayment of Assessments.** Any assessments which are not paid when due shall be deemed delinquent. If an assessment or installment thereof is delinquent for more than thirty (30) days: (i) the Board may accelerate the remaining installments of the assessment due in the current assessment year upon notice thereof to the Owner, and thereafter the entire unpaid balance of the assessment shall be due and payable; (ii) the Board may assess a service charge not to exceed $100.00; and (iii) it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association (or any Owner acting in the name and for the benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

Section 16.  **Recording and Enforcement of Liens.** To further evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association, and it or a notice of lien or adverse claim thereof may be recorded in the office of the County Recorder/Registrar of Title (as applicable) for the County. No such notice shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency, the Association may proceed to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien may be enforced by action or advertisement in the same manner in which mortgages (with
or without a power of sale) on real property may be foreclosed in Minnesota. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and reasonable attorneys' fees. All such interests, costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof. The Owner and any person claiming an interest in the Lot, by acceptance or assertion of any interest in the Lot, grants the Association a power of sale and full authority to foreclose by advertisement.

The Association shall upon written request report to any Eligible Mortgage Holder any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due.

Section 17. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in the first Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer of the Lot. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a Common Expense.

ARTICLE VI.
OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Private Road, Landscape Easement Areas, Retaining Walls and Mailbox Easement Areas. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Private Road, Landscape Easement Areas and all improvements thereon (including furnishings and equipment related thereto), and the mailboxes within the Mailbox Easement Areas and shall keep the same in good, clean, attractive and sanitary condition, order and repair; SUBJECT ALSO, HOWEVER, to the limitations of the easement rights hereinabove created with respect to the Private Road, Landscape Easement Area, and to the rights of the public and the City with respect to the Mailbox Easement Areas. Such responsibility may include, but not be limited to, the following: (a) construct, maintain, clean, alter and reconstruct improvements as originally constructed by Declarant or as approved by the Association on the Private Road and Landscape Easement Area; (b) place, maintain, trim, cut, fertilize and replace sod, flowers, shrubs, trees or other plantings; (c) maintain, clean, replace and alter recreational structures (if any); (d) maintain and replace and pay for electricity used for all common lighting, signs, wells and irrigation systems on the Landscape Easement Areas; and (e) construct, maintain and reconstruct mailboxes within the Mailbox Easement Area. The Association shall determine, from time to time, the design and nature of all landscaping and vegetation within the Landscape Easement Areas, and its formality or informality,
and may, for example, choose to leave portions of such areas in a “wild”, “natural” or unmowed condition.

Section 2. Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Lot Maintenance. The Association shall provide the following maintenance for the Lots:

A. Driveways and Sidewalk. The Association, subject to the rights of the Owners of the Lots, as set forth in this Declaration, shall be responsible for, and be vested with, the Driveway and Sidewalk Maintenance. Other than Driveway and Sidewalk Maintenance, all maintenance and replacement of the driveways and sidewalks shall be the responsibility of the Owner and shall not be the responsibility of the Association. Notwithstanding the foregoing, in no event shall the Association be liable for any damage to the driveways arising out of the Driveway and Sidewalk Maintenance provided by the Association, nor shall the Association be required to use any special equipment with respect to the Driveway and Sidewalk Maintenance provided by the Association.

B. Lawn Landscaping and Plant Material Maintenance. The Association shall mow, trim, rake, water and otherwise maintain, all to the extent the Board, in their sole discretion, deem necessary or desirable, all lawns and exterior Association plantings on Lots. The Association will not be responsible for any damage to any Owner’s gardens and/or Owner’s plantings due to overwatering, under watering or improper watering. Any and all Owner plantings shall be subject in each instance to the prior written approval of the Board and subject to the Board’s right to disapprove any plantings and/or locations which in its sole discretion deems undesirable or disharmonious. The Association shall also maintain, repair and replace, all to the extent the Board deems necessary, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of certain lawn maintenance on all Lots.

C. Plantings. The Association shall be responsible for the maintenance, repair and replacement of the plant material (if any) that the Association elects to install and maintain on the patio screening fence on each Lot, all to the extent the Board, in its sole discretion, deems necessary and desirable. No Owner shall remove, change, or otherwise alter the plant material (if any) on the patio screening fence without the prior written authorization of the Board, which authorization may be granted or withheld in its sole discretion.
ARTICLE VII.
ARCHITECTURAL CONTROLS

Section 1. Committee Authority. No residential or other building, and no fence, wall, garage, outbuilding or other structure, nor any wire, pipe, cesspool, septic tank, well, path, walkway, tree, hedge, driveway, aerial, antenna, or exterior ornament of any kind, nor any addition, removal, alteration, or remodeling thereof, including change of color, repainting or redecorating of the exterior, shall be made, erected, altered, placed or permitted to remain on any portion of the Property unless and until detailed plans and specifications and proposals, including plans which show the external design, the colors and color scheme, the decoration, the construction, and the materials to be used in construction, the dimensions, and the location and approximate cost of the same shall have been submitted to and approved in writing by the Committee as to harmony of the external design and location in relation to surrounding buildings in the subdivision and as to general appearance and quality. If the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it (in such reasonable detail as the Committee may require), or if no suit to enjoin the making of such construction, removal, additions, alterations, or changes has been commenced within forty-five (45) days of such submission, such approval will be deemed to have been given. If no such submission has been made to the Committee or its representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner. The Board, on request, will issue a certificate as to the state of compliance or noncompliance of a particular Lot, and any such certificate will be binding as to third parties. Any deviation from said plans and specifications as approved which in the judgment of the Committee is a substantial change or a detriment to the appearance of the structure or of the surrounding area shall be corrected to conform to the plans and specifications as submitted.

Section 2. Prompt Completion. Every structure must be erected and completed within eighteen (18) months of approval by the Committee, or new approval must be obtained. If any structure is begun, and is not completed within eighteen (18) months after approval by the Committee, and in the judgment of the Committee is by reason of its incomplete state of offensive or unsightly appearance, the Committee, at its discretion after ten (10) days written notice to the Owner, may take such steps as may be necessary, in its judgment, to improve the appearance so as to make the property harmonious with neighboring properties, including entering upon the Lot, completion of the exterior of the structure, screening or covering of the structure, removing the structure and restoring the Lot to its previous condition, or any combination thereof or similar operation, and the amount of any expenditure made in so doing shall be a lien on the Lot enforceable in like manner as assessments hereunder.

Section 3. Declarant’s Rights. Nothing herein contained shall be deemed to prohibit Declarant from making changes to the plans, specifications, and appearance of buildings constructed from time to time on vacant Lots, but all buildings shall be consistent in terms of quality and harmonious in general appearance with previously constructed buildings.

Section 4. Composition of Committee. The Committee shall be the Board, or a committee of three (3) or more persons so designated by the Board.
Section 5. Restoration in Accordance with Original Plans. Any restoration or repair of the common elements or exterior of any dwelling and garages, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by the Committee and by the holders of Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to Mortgages.

Section 6. Removal and Abatement. The Committee or the Board shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation; or take whatever steps are deemed necessary to cure such violation. Any cost incurred by the Committee may be levied as a maintenance assessment as provided in Article V, Section 7, above.

ARTICLE VIII.
GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS OF OWNERS

Section 1. Lot Restrictions. No more than one dwelling shall be erected or maintained on each Lot, and no Lot as originally platted shall be further subdivided or partitioned. No garage or other building, except a permanent residence, shall be used at any time as a residence or sleeping quarters, either temporarily or permanently. No Lot shall be used for purposes other than as a single residential lot, nor shall any trade or business of any kind be carried on within or upon a Lot, without the express written approval of the Board and any governing authority that has jurisdiction over home occupations, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

A. The maintenance of a business and sales office by Declarant on Lots until the last Lot is conveyed to an Owner other than Declarant.

B. The maintenance of an office by the Association or its designated manager for purposes of management of the Property.

C. Lease or rental of a Lot for purposes consistent with this Section.

D. The use of a Lot by an Owner for home office or studio uses which are incidental to the principal residential use of the Lot, which do not invite or generate regular or frequent visits by clients, customers, employees, co-workers or the public, and which do not alter the residential character of the Lot or the Property.

E. The use of a Lot by an Owner for home office or studio uses which are incidental to the principal residential use of the Lot, which do not invite or generate regular or frequent visits by clients, customers, employees, co-workers or the public, and which do not alter the residential character of the Lot or the Property.

Section 2. Obstructions. There shall be no obstruction of the Private Road, nor shall anything except construction materials and equipment be kept or stored on any part of the Private
Section 3. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or any governmental body. No damage to, or waste of, the Private Road or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused to the Association or to other Owners by such Owner or such Owner’s invitees. No noxious, destructive or offensive activity shall be allowed on any Lot or in the Private Road or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 4. Prohibited Structures. No perimeter fences (chain link or wood), sheds, mobile-trailers, motorhomes, campers, camper-buses, tents, or shacks shall be installed, located, stored, constructed or maintained on any Lot. The Board, in its sole discretion, may grant a waiver to allow a decorative fence around a patio. In granting a waiver, the Board shall consider the impacts on yard maintenance, views from adjacent properties, and the type of material. In no case shall a waiver be granted for: (1) a fence over four (4) feet in height; (2) a chain link or solid wood fence; (3) a fence in the side or front yard; or (4) a fence that extends around the perimeter of the rear yard.

Section 5. Storage. No furniture, vehicles, sporting equipment or other personal property may be stored on any part of the Private Road without the express written approval of the Board.

Section 6. Parking of Vehicles. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all terrain vehicles", tractor/trailers, trucks in excess of 9,000 pounds gross weight or unlicensed or inoperable vehicles shall at any time be stored or parked on any Lot outside of a house or garage or on any part of the Private Road. No vehicle may be parked outside of a house or garage or on any part of the Private Road for more than 7 consecutive days.

Section 7. Wells. No wells may be installed on any Lot without the express written approval of the Association.

Section 8. Rules and Regulations. The Board from time to time shall adopt such other rules and regulations governing the use and enjoyment of the Private Road, Landscape Easement Areas and Mailbox Easement Areas as the Board of Directors in its sole discretion deems appropriate or necessary.

Section 9. No Timeshares. Timeshares as defined in the Act are not permitted within the Property.
ARTICLE IX.
RIGHTS FOR THE PROTECTION OF FIRST MORTGAGES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Any Eligible Mortgage Holder and any insurer or guarantor of a first Mortgage on a Lot who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration or the Bylaws or the Articles by an Owner of a Lot subject to a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;

C. Any proposed action which would require the consent of a specified percentage of mortgage holders as provided in this Declaration.

Section 3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 4. Liability for Unpaid Assessments. Any Eligible Mortgage Holder who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title to such Lot by the mortgagee.

Section 5. Certain Amendments: FHLMC Clause. In addition to all other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Eligible Mortgage Holders or their assigns (based upon one vote for each first mortgage owned), and at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Owners (other than any sponsor, developer, or builder, including the Declarant) of the Lots (based upon one vote for each Lot) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

A. Terminate the legal status of the project (except in accordance with procedures set forth in this Declaration and/or the Bylaws in the event of amendment or termination made as a result of destruction, damage or condemnation);

B. Use hazard insurance proceeds for losses to any common elements other than the repair, replacement or reconstruction of such common elements;
C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the Private Road.

D. By act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements shall not be deemed a transfer).

Section 6. Certain Amendments: FNMA Clause. In addition to all other requirements set forth herein, the written joinder of Owners representing at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the total allocated votes of the Owners, and the written consent of Eligible Mortgage Holders representing at least fifty-one percent (51%) (or such higher percentage as is required by law or this Declaration) of the votes of Lots that are then subject to mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the constituent documents applicable to the Property. A change to any of the following would be considered material:

A. Voting rights;

B. Assessments, assessment liens or subordination of such liens;

C. Reserves for maintenance, repair and replacement of the Private Road, Landscape Easement Area and Mailbox Easement Areas;

D. Insurance or Fidelity Bonds;

E. Reallocation of interests in the common elements, or rights to their use;

F. Responsibility for maintenance and repair of the several portions of the Property;

G. Convertibility of Lots into common elements or of common elements into Lots;

H. Leasing of Lots;

I. Imposition of any right of first refusal or any other restrictions on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;

J. Any provisions that expressly benefit mortgage holders, insurers or guarantors;

K. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;

L. Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration and the Bylaws;
M. action to terminate the legal status of the Association after substantial destruction or condemnation occurs (except in accordance with procedures set forth in this Declaration and the Bylaws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the common elements which might occur pursuant to any plan of expansion or phased development contained in the original constituent documents).

In each instance of an addition or amendment, an Eligible Mortgage Holder who is given a written proposal for such amendment and from whom, no response is received within thirty (30) days after notice of the proposal is given, shall be deemed to have approved such proposal.

Section 7. Termination Not In Consequence of Destruction or Condemnation. When Owners are considering termination of the legal status of the Association for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Lots must consent to any such action in writing before the action can take effect.

Section 8. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of first Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

Section 9. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Bylaws shall be construed as giving to the Owner or to any other party priority over any rights of first Mortgagees pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of any portion of a Lot or improvements thereon.

Section 10. Designation of Representative. Any Eligible Mortgage Holder may designate a representative to attend meetings of Members.

Section 11. Modification of Certain Mortgage-Related Sections By Declarant. Notwithstanding anything in this Declaration to the contrary, the Declarant may unilaterally amend Sections 5 and 6 of this Article so as to conform to the then-current requirements of FNMA and/or FHLMC.

ARTICLE X.
INSURANCE

Section 1. Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance.

A. Hazard and Liability Insurance for improvements located on the Private Road. The Association shall procure fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement only), and shall use
the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements.

B. Workers' compensation insurance (if the Association has eligible employees);

C. Comprehensive public liability insurance in such amounts and with such coverage as the Board shall from time to time determine, but at least:

(i) covering events occurring anywhere on the Private Road, the Landscape Easement Areas, and any other areas that are under supervision of the Association, or arising out of or in connection with the use, ownership or maintenance thereof;

(ii) covering, without limitation, legal liability of the Association for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Private Road, Landscape Easement Area, and any other areas that are under its supervision, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(iii) insuring each officer and member of the Board, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

(iv) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, provided that such coverage shall be for at least $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

D. Such other insurance as the Board may determine.

Section 2. Proceeds. Proceeds of casualty insurance on the Private Road and other common property shall be used only for the purpose of rebuilding or functionally replacing damaged improvements.

Section 3. Insurance Premiums. Insurance premiums for any insurance coverage purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association and used solely for the payment of the insurance premiums as such premiums become due.

Section 4. Fidelity Bonds. The Association may maintain blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent,
such bonds shall be required for the agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds. Fidelity bonds required herein must meet the following requirements:

A. fidelity bonds shall name the Association as obligee;

B. the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

C. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;

D. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association or to any insurance trustee and each servicer on behalf of FNMA.

ARTICLE XI.

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves the exclusive authority, for itself and its successors and assigns, to exercise the following rights for as long as it or they own a Lot, or for any shorter period indicated:

Section 1. Complete Improvements. To complete any dwellings and other improvements indicated on the Plat, planned by Declarant, authorized by the City or allowed by the Declaration, and to make improvements in or to the Lots owned by the Declarant in furtherance of the exercise of any Declarant Rights, without the approval of the Board or a committee appointed by it as provided in Article VII above.

Section 2. Sales Facilities. To construct, operate and maintain a sales office, management office, model dwellings and other development and sales facilities within and within any Lots owned by Declarant or authorized builders from time to time.

Section 3. Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Declarant or authorized builders.

Section 4. Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents, prospective purchasers and other invitees through and over the yard areas of the Lots for the purpose of exercising its Declarant Rights under this Article.
Section 5. Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Declarant; (ii) the date at which Declarant no longer owns a Lot for sale; or (iii) the date ten (10) years following the date of recording of this Declaration. An Association meeting shall be held within sixty (60) days after the earliest to occur of the foregoing events at which time the Owners shall elect two members of the Board. Declarant shall retain the power to appoint and remove one member of the Board until such time as Declarant no longer owns a Lot. Thereafter, all members of the Board shall be elected by the Owners in accordance with the Bylaws.

Section 6. Declarant’s Liability for Assessments. To have the benefit of the alternative rate of Assessment as provided in Article V, Section 10 above.

Section 7. Approval of Exterior Features. To review, and approve or disapprove, the exterior design, materials, size, site location and other exterior features of the dwellings and other structures, landscaping and other exterior improvements located upon the Property, and any modifications or alterations thereto.

Section 8. Consent to Certain Amendments. To consent, or withhold consent, to any amendment to this Declaration, the Articles and Bylaws or any rules and regulations of the Association.

Section 9. Relocate Boundaries and Alter Lots. To relocate boundaries between Lots and to otherwise alter Lots owned by it, to the extent permitted by the County.

Section 10. Transfer of Declarant Rights. To transfer some or all of the Declarant Rights, temporarily or permanently, by a separate instrument signed by the Declarant and the transferee, and recorded against the portions of the Property, subject to the following qualifications.

A. Upon transfer of any of the Declarant Rights, the liability of the Declarant shall be as follows: (i) the Declarant shall be liable for any obligation or liability arising out of its acts or omissions occurring before the transfer; (ii) the Declarant shall be liable for any obligation or liability relating to any Declarant Rights retained by the Declarant; and (iii) the Declarant shall not be liable for any act or omission arising from the exercise of Declarant Rights by the transferee of the Declarant Rights.

B. Any transferee of the Declarant Rights shall be entitled to exercise such Declarant Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Declarant; (ii) warranty obligations of the Declarant; (iii) breach of fiduciary obligations by the Declarant or by any officers or members of the Board appointed by the Declarant; (iv) any liability or obligation imposed on the Declarant as a result of the Declarant’s acts or omissions after the transfer; and (v) any liability arising out of any Declarant Rights retained by the Declarant.
ARTICLE XII.
GENERAL PROVISIONS

Section 1. Right to Cure. If any Owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the Owner. If the Association so acts on behalf of an Owner, the Association may levy an assessment against the Owner's Lot for the cost of the performance or correction as a maintenance assessment as provided in Article V.

Section 2. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles and the Bylaws (and of decisions made by the Association pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

Section 3. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in the Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligation or another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 4. Access. For the sole purpose of performing repairs and maintenance authorized by this Declaration, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner (except in an emergency), to enter upon any Lot. If the Association authorizes any sort of master cable or community television or data system, each Owner hereby authorizes access to the Owner's Lot upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such Lot, without regard to whether the Owner then elects to subscribe to or use such system.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective personal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods or ten (10)
years, unless terminated by recording a statement approved by the Owners and Eligible Mortgage Holders in the same percentages required to amend this Declaration.

Except as elsewhere herein provided, and subject to the Declarant Rights, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Certain amendments also require additional approval as specified in Article IX and/or Article XI herein.

In addition to the other requirements for amendment of this Declaration or the Bylaws, the written joinder and consent of the Declarant shall be required for any amendment of either this Declaration or the Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to maintain sales and management offices and models, to maintain signs and advertise the project, or to use easements through the Property for purposes of constructing improvements or marketing the project, until the last conveyance of a Lot by Declarant to an Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

Section 7. Successor Declarants. No party shall succeed to or be assigned the rights of Declarant hereunder unless (i) such party owns fee title to some portion of the Property, and (ii) an assignment and assumption agreement, executed by the then-current Declarant and such party is recorded pursuant to which the rights and obligations of the Declarant are assigned to and assumed by such party.

Section 8. Shore Land. No portion of the Property includes any shore land as defined in Minnesota Statute Section 103F.205.

Section 9. Notices. Any notice required to be sent to any Member (or Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Owners shall be deemed notice to all.

Section 10. Captions. The Article and Section headings of this Declaration are intended for convenience only and shall not be given any substantive effect.

Section 11. Construction. If an apparent conflict exists between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his", and "him" are for literary purposes and mean whenever applicable the plural and female forms.

[Signature Page Follows]
IN WITNESS WHEREOF, Declarant has caused this document to be executed as of the day and year first above written.

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

By:________________________________________
   John Rask
   Its: Vice President of Land

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this _____ day of ____________, 2019, by John Rask, the Vice President of Land of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

________________________________________
Notary Public

This instrument was drafted:
Thomas F. Alexander
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
Telephone: (952) 896-3375
Legal Description for Private Road Easement and Landscape Easements for The Village at Cologne Seventeenth Addition:

PRIVATE ROAD EASEMENTS:

The Southerly 25 feet of Lots 1 through 5, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

The Southerly, Southeasterly and Easterly 25 feet of Lot 6, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

The Westerly 25 feet of Lots 7 through 9, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

The Northwesterly 25 feet of Lot 10, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

The Northerly 25 feet of Lots 11 through 16, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

LANDSCAPE EASEMENTS:

The Westerly and Northerly 20 feet of Lot 1, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

The Northerly 20 feet of Lots 2 through 6, Block 1, THE VILLAGE AT COLOGNE SEVENTEENTH ADDITION, Carver County, Minnesota.

Drafted By: E.G. Rud & Sons, Inc.
City of Cologne
Planning and Zoning Administration Services
Bolton & Menk, Inc.

December 11, 2018

Submitted by:
Bolton & Menk, Inc.
2638 Shadow Lane, Suite 200
Chaska, MN 55318
P: 952-448-8838
F: 952-448-8805
December 11, 2018

Jesse Dickson, City Administrator
City of Cologne
1211 Village Parkway
Cologne, MN 55322

RE: On-Call Planning Services

Dear Mr. Dickson:

The City of Cologne needs on-call planning services to provide high-quality and consistent customer service. Bolton & Menk, Inc. has the experience and qualifications to provide professional planning services on an as-needed, ongoing basis. Like you, we take great pride in helping create a community that is safe, sustainable, and beautiful. Our approach to planning services makes your priorities, our priorities. We understand what needs to be accomplished for successful planning and development services.

**Client Needs** - Our team has developed great long-term relationships while supporting other communities in Minnesota with planning services. We have worked with numerous cities such as Jordan, Forest Lake, Aitkin, Chatfield, Isanti, Dassel, and Arden Hills to assist with site plan review and ordinance administration, zoning updates, comprehensive and master plan updates, planning consultation, and land acquisitions. We are ready and able to hit the ground running.

**Strong Planning Team** - Our team has been assembled based on their experience in providing planning services for similar jurisdictions throughout Minnesota. As the senior staff member, I will serve as a central point of contact for our team. In addition, I will assign lower cost staff members, as appropriate, to maximize value to the City of Cologne.

**Community Knowledge** - Our recent experience with Cologne’s comprehensive plan update over the past couple years gives us insight into the specific issues and needs facing your city around development and planning.

In continued service to the City of Cologne, we are excited for the opportunity to provide planning consultant services for you. I will personally serve as your lead client contact and project manager. Please contact me at 651-434-5743 or haila.maze@bolton-menk.com if you have any questions regarding our proposal. I look forward to hearing from you.

Respectfully submitted,
Bolton & Menk, Inc.

Haila Maze, AICP
Senior Urban Planner
Approach and Work Plan

The City of Cologne is growing and changing. New development proposals and building permits are coming in, infrastructure improvements are being planned, and residents and property owners are looking to have their issues addressed.

Cologne has adopted plans and a city code intended, first and foremost, to protect the public health, safety, and general welfare of the community. These planning documents and regulations also serve to implement the city’s vision. Establishing a consistent and ongoing program for planning services is a key component in carrying out the purpose of these documents.

With the finalization of its comprehensive plan update and transition in long-term staff, Cologne is looking toward what’s next for planning services. Bolton & Menk is enthusiastic about the opportunity to partner with the city moving forward, with a customized and professional approach to meeting planning needs of the community.

Our Approach to Planning

At Bolton & Menk, we believe all people should live in a safe, sustainable, and beautiful community and we take pride in our ability to help make that happen.

Our professional planning team will work together with the City Council, Planning Commission, City Administrator, and residents to complete all of the day-to-day and long-range planning and zoning needs that arise within the City of Cologne. Our community-based planning professionals utilize an innovative, efficient, and transparent approach to planning and are committed to working seamlessly with the City to provide support and respond to routine requests.

We also understand the importance of customer service. Our firm was established with the goal of helping communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. We continue to strive to meet this goal every day. We will apply a customer service approach to Cologne staff, residents, business owners, developers, and other stakeholders involved in the planning and development process.

Work Plan

We will provide the following planning services on an as-needed basis:

Understand City Plans, Codes, and Processes
We will become familiar with the city’s plans, codes, and processes. We will hold an initial meeting with city staff to get to know each other, to learn about the nuances of the city codes and polices, and to understand any hot button issues facing the community.

We will also familiarize ourselves with the city’s standard processes for applications. If desired, we can review existing handouts, applications, and other materials and provide recommendations for improvements.

Application Review and Follow-Up
Our staff is familiar with applications of all kinds, from building permits to variances to subdivision plats. Once an application has been submitted, we will assist the city with reviewing applications. Tasks include:

- Determine whether application is complete
- Refer application to appropriate agencies and departments for review and comment
- Coordinate review among city staff and other agencies
- Provide applicant with comments and changes
- Schedule hearings and reviews as appropriate

Once an application has been through the approval process, there are often final details and steps needed to close the file. We will:

- Prepare documents for recording
- Provide follow-up correspondence to applicants

Meeting Preparation and Attendance

Many development applications require review and approval by various commissions and the city council. Tasks include:

- Prepare written reports on applications
- Attend and present these reports to the Planning Commission and City Council, as needed
- Research, prepare and present reports on City-identified issues
Assist Cologne Residents and Businesses
Residents and businesses often have questions and concerns about property improvements and permits. These applications, while smaller in scale, are just as important as large-scale developments. Tasks include:

- Work with and lead residents through conditional use permits, variances, zoning permits, and all other land development activities from pre-application to commission and council review
- Research and respond to residents’ questions about zoning and land use issues
- Inform residents, business owners, and commission members about planning and zoning regulations and guidelines

Ongoing and Long-Range Planning and Zoning Efforts
From time to time, there may be a need for an update to city code, or other policy or regulatory studies or updates. These may include:

- Ongoing review of the City of Cologne code, ordinances, and regulations relating to planning and zoning, recommend changes to comply with state statutes, and facilitate zoning processes that are compatible to the City
- Work with City staff and the community to update planning documents
- Other special studies, plans, and ordinance updates as requested by the city

Personnel and Staffing

Team Approach. Bolton & Menk has assembled a team of highly motivated, experienced, and trained professionals from many disciplines. The City of Cologne will have access to a variety of planning, engineering, landscape architecture, economic development, grant writing, geographic information systems (GIS), and water resource professionals to assist with any issue that may arise. When appropriate, we will utilize a team approach, with close coordination between the client on progress and the issues being worked through.

Flexibility. As experience has taught us, property owners often contact the City with a “simple” question late in the day and would like a response as soon as possible. As an in-house planning team, we are able to review questions in terms of planning or zoning issues, and provide a thorough analysis with a memo, map, or phone call. This level of efficiency in terms of response time, thorough professional evaluation, and overall level of satisfaction from the applicant as well as the City can only be achieved with an in-house team.

Independence. While we work as team, Bolton & Menk staff members are all prepared to provide independent professional input on important topics. We understand that there may be more than one perspective on an issue, and can provide insight into alternative approaches on an issue.

Accessibility. With an office in Chaska, staff are just minutes away in the case of meetings and other consultations. We are also only a Skype or phone call away if needed.

Local Knowledge. Bolton & Menk staff have worked in Cologne and other Carver County communities for years. We know the place and the people who live and work here, and we care about both.
Relevant Experience

The following projects include recent and related experience completed by members of the Bolton & Menk Team. Client satisfaction through quality deliverables, cost-effective rates, and a commitment to be responsive, timely, and professional are top priorities for us.

Planning Services
City of Jordan, MN

The City of Jordan experienced a staff turnover while facing several upcoming developments. Bolton & Menk was hired to provide on-call planning and development review services for the city. Our role is to assist staff with the review of development applications, including report writing and presentations to the planning commission and city council. We also provide assistance in zoning code interpretation and administration.

Planning Services
City of Aitkin, MN

Bolton & Menk serves as the consulting planner for the City of Aitkin. Our team has performed a variety of planning and zoning administration, including assisting residents and business owners with zoning and land use questions, development review, and attendance at planning commission and city council meetings. This also includes research on zoning and land use questions, and preparation of updates to the city code and zoning ordinance.

Planning Services
City of Dassel, MN

Bolton & Menk assists the City of Dassel as needed with professional planning and zoning services. Our team was brought on by the City during a time of significant residential development to assist with the proper application of the zoning code and to enable the community to consider residential design standards to promote the sense of place desired in the locale. They ensured compliance with state and federal laws and statutes when sensitive issues arose.

Planning Services
City of Isanti, MN

Bolton & Menk assisted the City of Isanti during a staff transition period. In this position, our staff collaborated with the City Engineer, City Attorney, Mayor, City Administrator, Economic Development Director and administrative staff to serve the City of Isanti and its residents in a timely and efficient matter.

Planning Services
City of Forest Lake, MN

Bolton & Menk assisted the City of Forest Lake with planning and zoning administration services for the community. We played an essential role on behalf of the City to deliver staff reports and conduct public meetings. Our staff maintained regular office hours as well as an availability to complete work remotely.

<table>
<thead>
<tr>
<th>Bolton &amp; Menk's list of recent planning services clients includes:</th>
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<tbody>
<tr>
<td>Aitkin</td>
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<tr>
<td>Castle Rock Township</td>
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<tr>
<td>Coates</td>
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<tr>
<td>Dassel</td>
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<tr>
<td>Empire Township</td>
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<td>Greenvale Township</td>
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<tr>
<td>Hopkins</td>
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<td>Landfall</td>
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<td>Miesville</td>
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<tr>
<td>Nicollet</td>
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<tr>
<td>Prior Lake</td>
</tr>
<tr>
<td>Scandia</td>
</tr>
<tr>
<td>Vermillion</td>
</tr>
<tr>
<td>Waconia</td>
</tr>
</tbody>
</table>
Client References

The best indicator of past performance is the level of client satisfaction. Our list of references is representative of the level of satisfaction we experience with our clients. We encourage you to contact this list of references or any other client to evaluate Bolton & Menk’s performance on planning related projects.

City of Aitkin
Gary Tibbits, Mayor and Planning & Zoning Chairman
218-927-2527
109 1st Avenue NW
Aitkin, MN 56431

City of Dassel
Terri Boese, City Clerk/Treasurer
320-275-2454
460 Third Street
Dassel, MN 55325

City of Isanti
Don Lorsung, City Administrator
(763) 444-5512
110 1st Avenue NW
Isanti, MN 55040

City of Arden Hills
Dave Perrrault, City Administrator
651-792-7811
1245 West Highway 96
Arden Hills, MN 55112

Empire Township
Terry Holmes, Chairman, Township Board of Supervisors
651-463-4494
3385 197th Street
Farmington, MN 55024
Fee Proposal

Bolton & Menk takes pride in tailoring our planning services to meet the specific goals and expectations of each client. Following are descriptions of key items and a proposed fee structure that Bolton & Menk will provide to the City of Cologne. Our approach to providing planning services can be subdivided into three main categories:

- General planning services
- Private development planning services
- Project-specific planning services

General Planning Services

General planning services are the professional service needs that arise within a community on a day-to-day basis and are typically not associated with a specific project. Typically projects that fall into this category are funded by the general fund. We understand staff can sometimes be hesitant to request information or ask questions of their consultant out of concern of receiving significant or unexpected bills for these day-to-day services. We want to minimize these costs while maximizing the benefit to the client. Therefore, for these types of services, Bolton & Menk proposes a Reduced Hourly Rate structure for general planning services.

Bolton & Menk will offer a reduced billing rate of $60/hour for the first 10 hours/month for general planning services, including attendance at planning commission, city council, and other meetings as needed and requested.

- The first 10 hours of general planning services in the month will be billed at the reduced hourly rate. If there are less than 10 hours of general planning service provided during a given month, the city will only be charged for the actual hours worked.
- Hours over and above the initial 10 hours will be billed at regular rates ($65-$145/hour).

Transition Costs: All work associated with transitioning from the City’s current planning consultant will be provided at NO CHARGE.

Reimbursement for Expenses: Mileage, basic reproduction of documents, and faxed documents will be provided at NO CHARGE.

Private Development Planning Services

Private development projects are those funded by developers or private individuals. Such projects might include subdivision plats, planned unit developments, or conditional use permits. Typically, costs associated with development-driven projects are the responsibility of the developer, either as identified in the development agreement or by established fees or escrows.

We will review each private development project with the city staff to define the appropriate level of service. All private development projects will be accounted and invoiced separately for ease of pass-through billing by the city to the developer. Under this scenario, our services will still be provided under the contract between the city and our firm. Bolton & Menk will work only for or on behalf of the City of Cologne.

Project-Specific Planning Services

Project specific planning services are intended for projects that do not fall into the general services category. These projects are usually specialized and have a specific timeframe for completion. Examples of these projects include complete zoning ordinance rewrites or special planning studies. For project-specific services, we will work with the city to define a scope of services and an estimated hourly budget. Invoices will be based on the actual number of hours worked within the designated budget. The city will not be charged for unused hours within the budget.

If during the course of work conditions arise to cause the scope of services to increase, any proposed increase to the budget will be reviewed, and authorization will be obtained before proceeding with additional work.
Schedule of Fees

Our fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2020. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>Hourly Billing Rates*</th>
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</thead>
<tbody>
<tr>
<td>Sr. Principal Engineer/Surveyor</td>
<td>$150-250/Hour</td>
</tr>
<tr>
<td>Sr. Project Manager – Principal Engineer/Surveyor/GIS/LA</td>
<td>$128-187</td>
</tr>
<tr>
<td>Sr. Urban/Transportation/Aviation Planner</td>
<td>$125-160</td>
</tr>
<tr>
<td>Project Manager (including Landscape Architect &amp; GIS)</td>
<td>$70-175</td>
</tr>
<tr>
<td>Planner/Project &amp; Design Engineer/Landscape Architect</td>
<td>$65-190</td>
</tr>
<tr>
<td>Specialist (Nat. Resources, GIS, Traffic, Communications, Graphics, Other)</td>
<td>$59-156</td>
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<tr>
<td>Administrative Assistant</td>
<td>$45-90</td>
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<tr>
<td>Structural/Electrical/Mechanical/Architect</td>
<td>$120-215</td>
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<tr>
<td>Routine Office Supplies</td>
<td>NO CHARGE</td>
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<tr>
<td>Routine Photo Copying/Reproduction</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Mileage</td>
<td>NO CHARGE</td>
</tr>
</tbody>
</table>

*Reduced hourly billing rate of $60 applies to the first 10 hours of general planning services per month. See explanation under Fee Proposal section.
Collaborative Planning

November 21, 2018

Mr. Jesse Dickson
City of Cologne
1211 Village Parkway
PO Box 120
Cologne, MN 55322

RE: Proposal for Planning Services

Dear Mr. Dickson:

I am pleased to submit this proposal for planning services to the City of Cologne. I believe that you will find my expertise will provide outstanding value to the community through the following:

- An AICP and EDFP certified planner with over 25 years experience in comprehensive and strategic planning, economic development, ordinance preparation, transportation planning, development review, and grant writing and administration.
- Clear and open communication with City staff/consultants, City Council, residents and other participants throughout the course of projects, with the goal of keeping expectations clear and surprises to a minimum.
- Experience facilitating collaboration between affected parties to identify the best solutions for all involved, while guiding projects through the regulatory process in a timely manner.
- Creative solutions and implementation to identify opportunities to add value to development proposals and other projects to bring to reality the vision of the community.

Thank you for considering my firm for the opportunity to provide planning services to the City of Cologne. I would be pleased to discuss your community’s vision and my approach to assisting you to achieve that vision in more detail. If you have any questions about this proposal, please feel free to call or email.

With Warmest Regards,

Cynthia M. Nash, AICP, EDFP
Principal

PO Box 251, Medina, MN 55340
763-473-0569
PROPOSAL

FOR

PLANNING SERVICES

FOR

COLOGNE, MINNESOTA

November 21, 2018

SUBMITTED BY:

CYNTHIA NASH, AICP, EDFP

COLLABORATIVE PLANNING, LLC

PO Box 251

MEDINA, MN  55340

763-473-0569

cnash@collaborative-planning.com
Planning Services

Firm Background

Collaborative Planning was established in 2004 and is located in Medina, Minnesota. We provide planning and zoning services exclusively to governmental clients. Ms. Nash is the designated City or Town Planner providing planning services for the following clients at this time, but also provides services to other clients related to specific projects:

City of Hanover
Brian Hagen, City Administrator
763-497-3777
brianh@ci.hanover.mn.us
Louisville Township
John Weckman, Chair
952-215-1629
john.weckman@comcast.net

Credit River Township
Chris Kostik, Chair
612-986-8162
kostik@creditriver-mn.gov

Areas of Practice

- Development review
- Economic Development
- Grant writing and administration
- Environmental Review
- Ordinance Preparation and Enforcement
- Zoning Administration
- Transportation Planning
- Parks, Recreation and Tourism Planning
- Comprehensive Planning
- Conservation Planning
- GIS
- Historic Preservation Planning

Assigned Personnel

Ms. Cindy Nash will provide all planning and zoning services under this proposal. Her resume is included on the following two pages. Ms. Nash was certified by the American Institute of Certified Planners in 2000 and has over 25 years of planning experience. Most of that experience has been with communities with a population under 10,000 that are experiencing high growth rates. She also received certification as an Economic Development Finance Professional in 2016.
RESUME
Cynthia Nash, AICP, EDFP

Overview of Professional Qualifications

Cindy Nash has over 25 years of experience and an extensive well-rounded background in long- and short-range planning, zoning, development review, transportation planning, tourism and recreation planning, ordinance preparation, and economic development. She was certified by the American Institute of Certified Planners in 2000, and also received certification as an Economic Development Finance Professional by the National Development Council in 2016.

Professional Background

Ms. Nash established Collaborative Planning in 2004. She is currently the City or Town Planner to the City of Hanover, Credit River Township and Louisville Township and served as the City Planner for the City of Carver from 2002 through 2018. In addition, she provides municipal planning services to other local governments on various projects.

Prior to this, Ms. Nash was the Senior Planner at McCombs Frank Roos Associates (now Sambatek), overseeing the activities of the Municipal Planning Department from 2002 through 2004. Representative clients included the City of Carver, Hassan Township, City of St. Paul Park and the City of Taylors Falls.

Ms. Nash was the Director of Planning for Glynn County, Georgia from 1998 through 2000, and continued to provide consulting services to them from 2000 to 2002. Glynn County, located along the Atlantic Coast, contains a diverse demographic and development mix. Under her direction, eight planning staff members coordinated the multiple functions of a full-service planning department. Significant planning projects included the 4000-acre Golden Isles Gateway planned development, which included as its centerpiece a theme park and associated commercial complex. The Planning Department also served as the Federal Highway Administration’s designated Metropolitan Planning Organization for the Brunswick urbanized area.

Early in her career, Ms. Nash provided consulting planning services to numerous small but rapidly growing communities through her employment at the Arrowhead Regional Development Commission in Duluth, Minnesota, as well as the Coastal Georgia Regional Development Center in Brunswick, Georgia. In these positions, Ms. Nash prepared numerous comprehensive plans and ordinances, scenic byway corridor management plans, recreation plans, transportation plans, and grants. In addition, she assisted the St. Louis River Board with land acquisition of environmentally sensitive parcels and other planning matters. Ms. Nash also provided planning assistance to the North Shore Management Board and Voyageurs National Park.
## Education

- Master of Science, Clemson University
- Bachelor of Science, Mankato State University

## Certifications

- AICP, American Institute of Certified Planners
- EDFP, National Development Council

## Representative Experience

- Bridgewater at Hanover, City of Hanover
- Carver Crossing, City of Carver
- Carver Elementary, City of Carver
- Carver Square (Carver Dental, Children of Tomorrow, retail space), City of Carver
- Carver Station and CMAQ Grant, City of Carver
- City of Carver Comprehensive Plan
- City of Carver/Dahlgren Township Orderly Annexation Agreement, City of Carver
- City of Hanover Comprehensive Plan
- City of Nowthen/City of Oak Grove Concurrent Detachment/Annexation
- Copper Hills, City of Carver
- Credit River Township Comprehensive Plan
- Credit River Zoning Ordinance and Subdivision Regulations
- Crow River Heights West, City of Hanover
- Freeway Commercial AUAR, City of Carver
- Great Plains Sand, Louisville Township
- Hanover Cove, City of Hanover
- Hanover Dental, City of Hanover
- Jordan Aggregate, Sand Creek Township
- Meadows at Spring Creek, City of Carver
- Merriam Junction Sands, Louisville Township
- Mills Fleet Farm, City of Carver
- Minnesota River Bluffs Trail Extension Master Plan, Carver County
- Northwest Carver AUAR and Southwest Carver AUAR, City of Carver
- Oak Tree, City of Carver
- Spring Creek and Glen at Spring Creek, City of Carver
- Tara Farm, Credit River Township
- Territory, Credit River Township
- TH 41 SDD/TH 41 DEIS/FEIS, Representative for City of Carver
- TH 41/169 Interchange and Frontage Road, Louisville Township
- TH 212 EA/EAW (Carver to Norwood Young America), Representative for City of Carver
2019 PLANNING SERVICES RATE SCHEDULE

**Billing Rate.** The billing rate for Ms. Nash for 2019 is $103 per hour, invoiced in \( \frac{1}{4} \) hour increments.

**Direct Expenses.** In addition to the billing rates listed above, any direct expenses that are incurred in performing services shall be submitted for reimbursement, including but not limited to costs for items such as outside printing, messenger and delivery service, and filing fees. Such costs will be itemized on the invoices provided and will include documentation of the expenses incurred.

**Mileage, photocopies and faxes.** These charges will not be invoiced to the City.

**Invoicing.** Invoices will be provided monthly with explanatory detail on work performed for each charge. Separate invoices will be provided as requested for client ease in submitting pass-through charges (as applicable) to applicants.
## City of Cologne
### 2019 Appointments

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<thead>
<tr>
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<tbody>
<tr>
<td>Official Newspaper</td>
<td>Norwood Young America Times</td>
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<tr>
<td>Acting Mayor</td>
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<tr>
<td>Public Safety</td>
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<td>Watershed Representative</td>
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<td>Parks &amp; Streets</td>
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<td>Emergency Management Dir</td>
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<td>Planning Commission Liaison</td>
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<tr>
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<td>Melchert, Hubert, &amp; Sjodin</td>
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<td>Bolton &amp; Menk</td>
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<tr>
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<tr>
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<td>Dan Worm</td>
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January 4, 2019

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

RE: Conrad Avenue Reconstruction Project
Payment Request No. 3

Dear Mr. Dickson:

Enclosed is payment request No. 3 for work completed from 9/8/2018 to 12/31/2018 for the above referenced project. This request includes payment for bituminous driveway paving, topsoil finishing, infiltration basin work, and other miscellaneous items.

We have reviewed the estimate, verified the quantities, and recommend payment to R & R Excavating, Inc. located at 1149 Highway 22 South, Hutchinson MN, 55350 in the amount of $43,006.75.

Please contact me if you have any questions regarding this payment request.

Respectfully Submitted,

Bolton & Menk, Inc.

Aaron J. Schmidt, P.E.

Enclosure

cc: Brian Vos, City of Cologne
    Jake Saulsbury, Bolton & Menk
Contractor: R & R Excavating, Inc.
Name of Project: Conrad Avenue Reconstruction Project
Estimate Number: 3
Application Date: 1/3/2019
Pay Period: 9/8/18 - 12/31/18

% COMPLETED AFTER THIS ESTIMATE: 82.9%

ORIGINAL CONTRACT AMOUNT: $379,554.74

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TOTAL ADDITIONS: $ -
SUB TOTALS: $379,554.74
TOTAL DEDUCTIONS: $ -

CONTRACT AMOUNT TO DATE: $379,554.74

TOTAL COMPLETED TO DATE: $314,557.13
MATERIALS STORED: $ -
TOTAL COMPLETED AND STORED TO DATE: $314,557.13
LESS 5% RETAINAGE: $15,727.86
TOTAL EARNED LESS RETAINAGE: $298,829.27

LESS PREVIOUS PAYMENTS:

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Total Estimates: $255,822.52

AMOUNT DUE THIS ESTIMATE: $43,006.75

Payment requested by: R & R Excavating, Inc.
Contractor Representative

Approved and recommended for payment by: Bolton & Menk, Inc.
Project Engineer

By: [Signature]
Date: 1-4-2019

By: [Signature]
Date: January 3, 2019
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<td>ITEM NO.</td>
<td>ITEM</td>
<td>UNIT</td>
<td>AS BID</td>
<td>CURRENT ESTIMATE</td>
<td>COMPLETED TO DATE</td>
<td></td>
<td></td>
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</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>QUANTITY</td>
<td>AMOUNT</td>
<td>QUANTITY</td>
<td>AMOUNT</td>
<td>QUANTITY</td>
<td>AMOUNT</td>
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<td>AMOUNT</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>SUBGRADE EXCAVATION</td>
<td>CU YD</td>
<td>225</td>
<td>$17.04</td>
<td>$3,834.00</td>
<td>CU YD</td>
<td>96.00</td>
<td>$1,635.84</td>
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<tr>
<td>54</td>
<td>PARKING LOT DRAINAGE</td>
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<td>1</td>
<td>$5,941.79</td>
<td>$5,941.79</td>
<td>0.50 LUMP SUM</td>
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<tr>
<td>55</td>
<td>GEOTEXTILE FABRIC TYPE V</td>
<td>SQ YD</td>
<td>2775</td>
<td>$1.58</td>
<td>$4,384.50</td>
<td>SQ YD</td>
<td>2,300.00</td>
<td>$3,634.00</td>
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</tr>
<tr>
<td>56</td>
<td>GRANULAR BORROW (CV)</td>
<td>CU YD</td>
<td>440</td>
<td>$34.80</td>
<td>$14,617.20</td>
<td>CU YD</td>
<td>440.00</td>
<td>$10,912.00</td>
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<tr>
<td>57</td>
<td>AGGREGATE BASE, CLASS 5 (CV)</td>
<td>CU YD</td>
<td>935</td>
<td>$31.43</td>
<td>$29,387.05</td>
<td>CU YD</td>
<td>1,031.00</td>
<td>$32,404.30</td>
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<tr>
<td>58</td>
<td>AGGREGATE SURFACING CLASS 2</td>
<td>TON</td>
<td>60</td>
<td>$31.03</td>
<td>$1,861.80</td>
<td>TON</td>
<td>TON</td>
<td>TON</td>
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<td>59</td>
<td>STABILIZING AGGREGATE</td>
<td>TON</td>
<td>400</td>
<td>$16.68</td>
<td>$6,672.00</td>
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<td>TON</td>
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<tr>
<td>60</td>
<td>MOUNTABLE CURB &amp; GUTTER</td>
<td>LIN FT</td>
<td>1265</td>
<td>$15.90</td>
<td>$20,113.50</td>
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<td>1,300.00</td>
<td>$20,670.00</td>
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<td>61</td>
<td>TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2.B) (SPWB230B)</td>
<td>SQ YD</td>
<td>34,798.60</td>
<td>$68.86</td>
<td>$2,345.00</td>
<td>SQ YD</td>
<td>$6,053.68</td>
<td>$3,319.76</td>
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<tr>
<td>62</td>
<td>TYPE SP 9.5 WEARING COURSE MIXTURE (2.B) (SPWEA240B)</td>
<td>TON</td>
<td>240</td>
<td>$72.09</td>
<td>$17,301.60</td>
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<td>35.63</td>
<td>$2,568.57</td>
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<td>63</td>
<td>4&quot; CONCRETE WALK</td>
<td>SQ FT</td>
<td>52</td>
<td>$15.81</td>
<td>$822.12</td>
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<td>44.00</td>
<td>$2,067.66</td>
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<tr>
<td>64</td>
<td>4&quot; BITUMINOUS DRIVEWAY PAVEMENT</td>
<td>SQ YD</td>
<td>1445</td>
<td>$30.28</td>
<td>$43,754.60</td>
<td>SQ YD</td>
<td>1,039.00</td>
<td>$31,460.93</td>
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<td>TOPSOIL BORROW (LV)</td>
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<td>$35.74</td>
<td>$2,573.28</td>
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<td>66</td>
<td>INFILTRATION MEDIA (CV)</td>
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<td>$97.64</td>
<td>$6,053.68</td>
<td>CU YD</td>
<td>34.00</td>
<td>$3,319.76</td>
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<td>67</td>
<td>SEED MIX 25-151 &amp; FERTILIZER TYPE 3</td>
<td>ALLOWANCE</td>
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<td>$3,000.00</td>
<td>$3,000.00</td>
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<tr>
<td>68</td>
<td>SEED MIX 33-261 &amp; FERTILIZER TYPE 4</td>
<td>SQ YD</td>
<td>1750</td>
<td>$1.34</td>
<td>$2,345.00</td>
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<tr>
<td>69</td>
<td>TURF REINFORCEMENT MAT CATEGORY 4</td>
<td>SQ YD</td>
<td>27</td>
<td>$13.99</td>
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<tr>
<td>70</td>
<td>SILT FENCE, TYPE MS</td>
<td>LIN FT</td>
<td>225</td>
<td>$2.42</td>
<td>$544.50</td>
<td>LIN FT</td>
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<tr>
<td>71</td>
<td>STORM DRAIN INLET PROTECTION</td>
<td>EACH</td>
<td>6</td>
<td>$96.84</td>
<td>$581.04</td>
<td>EACH</td>
<td>2.00</td>
<td>$193.68</td>
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<tr>
<td>72</td>
<td>SIGN PANELS TYPE C</td>
<td>EACH</td>
<td>1</td>
<td>$538.00</td>
<td>$538.00</td>
<td>EACH</td>
<td>1.00</td>
<td>$538.00</td>
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<tr>
<td>73</td>
<td>WETLAND CHANNEL EXCAVATION</td>
<td>CU YD</td>
<td>505</td>
<td>$25.12</td>
<td>$12,685.60</td>
<td>CU YD</td>
<td>CU YD</td>
<td>CU YD</td>
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<tr>
<td>74</td>
<td>SEED MIX 34-261</td>
<td>SQ YD</td>
<td>1800</td>
<td>$0.54</td>
<td>$972.00</td>
<td>SQ YD</td>
<td>SQ YD</td>
<td>SQ YD</td>
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<tr>
<td>75</td>
<td>CO 1: SANITARY SEWER SERVICE</td>
<td>LUMP SUM</td>
<td>1</td>
<td>$1,985.76</td>
<td>$1,985.76</td>
<td>LUMP SUM</td>
<td>$1,985.76</td>
<td>LUMP SUM</td>
<td>$1,985.76</td>
<td></td>
<td></td>
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<tr>
<td>76</td>
<td>CO 2: 4&quot; WATER SERVICE</td>
<td>LUMP SUM</td>
<td>1</td>
<td>$7,227.33</td>
<td>$7,227.33</td>
<td>LUMP SUM</td>
<td>$7,227.33</td>
<td>LUMP SUM</td>
<td>$7,227.33</td>
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<td></td>
</tr>
<tr>
<td>77</td>
<td>CO 3: 12&quot; STORM SEWER REALIGNMENT</td>
<td>LUMP SUM</td>
<td>1</td>
<td>$6,938.75</td>
<td>$6,938.75</td>
<td>LUMP SUM</td>
<td>LUMP SUM</td>
<td>$6,938.75</td>
<td>LUMP SUM</td>
<td>$6,938.75</td>
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</tr>
<tr>
<td><strong>TOTAL AMOUNT:</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$395,706.58</strong></td>
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<td></td>
<td><strong>$45,270.27</strong></td>
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</table>

**AMOUNT PAYABLE LESS RETAINAGE:**

**$43,006.75**

**$288,929.27**
ORDINANCE NO. 150-Y

AN ORDINANCE AMENDING THE
CITY OF COLOGNE CODE OF ORDINANCES

The City Council of the City of Cologne ordains the following amendments to Chapter 153 (Zoning Code) of Title XV (Land Usage) of the City of Cologne Code of Ordinances:

SECTION I. Section 153-077 Sign Regulations, Subdivision (B) *District regulations*, subsection (1) is amended to read:

(1) The following signs are permitted in the Agriculture, Residential, Public/Institutional and Planned Unit Development Districts.

SECTION II. Section 153-077 Sign Regulations, Subdivision (B) *District regulations*, subsection (1) (d) is amended by adding the following provision:

3. One off-premises sign is permitted for each public, medical, religious, cultural, and educational building that is located within a Planned Unit Development District, with dimensional standards as allowed in subsection (1) (d) 1. above, provided the use and the location of the off-premises sign are part of the same approved Planned Unit Development.

SECTION III. Ordinance No. 150-Y was adopted on Monday January 7, 2019, and shall become effective upon publication in the official newspaper.

ATTEST:

______________________________
Matt Lein, Mayor

Michelle Morrison, City Clerk

Published in the NYA Times on ______________, 2019.
SafePace® Evolution 11

The Traffic Logix SafePace® Evolution 11 driver feedback sign is the solution that fits your budget.

This compact radar speed sign offers exceptional visibility and power efficiency in a lightweight and portable solution. Featuring the options you need at remarkably affordable pricing, the SafePace Evolution 11 driver feedback sign will help you keep your neighborhoods safe for years to come.

### EV 11 Specifications

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digit Size</td>
<td>11”</td>
</tr>
<tr>
<td>Height</td>
<td>29”</td>
</tr>
<tr>
<td>Weight</td>
<td>20 lbs</td>
</tr>
<tr>
<td>24/7, 365 Scheduling</td>
<td>✓</td>
</tr>
<tr>
<td>Data Collection</td>
<td>✓</td>
</tr>
<tr>
<td>Solar Compatibility</td>
<td>✓</td>
</tr>
<tr>
<td>Battery Operated</td>
<td>✓</td>
</tr>
<tr>
<td>Universal Mounting</td>
<td>✓</td>
</tr>
<tr>
<td>Cloud Compatibility</td>
<td>✓</td>
</tr>
<tr>
<td>Trailer Compatibility</td>
<td>✓</td>
</tr>
<tr>
<td>Dolly Compatibility</td>
<td>✓</td>
</tr>
<tr>
<td>Hitch Compatibility</td>
<td>✓</td>
</tr>
<tr>
<td>Warranty</td>
<td>2 Years</td>
</tr>
</tbody>
</table>

### Features

**Energy Efficient:** The sign can function up to 3 weeks autonomously with optional battery power depending on volume.

**Optimal Visibility:** Unique light enhancing, anti-glare lens system as well as automatic ambient light adjustment provide brilliant visibility even in poor lighting conditions.

**User-Friendly:** Easy-to-use management software lets you set sign parameters quickly and easily while optional data collection allows you to download traffic data, and generate statistical reports.

**Stealth Mode:** Baseline traffic data collected while speed display appears blank to motorists.

**Speed Violator Strobe:** Programmable flashing strobe to alert speeding drivers comes standard with every sign.

**Universal Mounting:** Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

**Superior construction** and durability for long-lasting performance.
## Feature Specifications

### Dimensions

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digits</td>
<td>11”(h) x 5.6”(w), 98 LEDs per digit</td>
</tr>
<tr>
<td>Unit with “YOUR SPEED” sign mounted</td>
<td>Full size sign: 29.0”(h) x 23.0”(w) x 6.25”(d)</td>
</tr>
<tr>
<td>Sign Weight (includes “YOUR SPEED” sign (2 lbs) mounted)</td>
<td></td>
</tr>
</tbody>
</table>

### AC Powered

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 lbs</td>
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</table>

### Battery Powered

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 lbs (not including batteries)</td>
<td></td>
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</tbody>
</table>

### Solar powered model

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 lbs (does not include batteries, solar panel or bracket)</td>
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</tbody>
</table>

### General Specifications

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
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</thead>
<tbody>
<tr>
<td>Operating Temperatures F (°C):</td>
<td>-40° (-40°) to 185° (85°)</td>
</tr>
<tr>
<td>2-Digit Speed Display</td>
<td>Miles per hour (mph) 3-99. Kilometers per hour (km/h) 5-99.</td>
</tr>
<tr>
<td>Faceplate</td>
<td>High-Intensity prismatic reflective sheeting on “YOUR SPEED” signs with black colored text. MUTCD approved colors and format</td>
</tr>
<tr>
<td>Communications</td>
<td>Bluetooth (standard). GSM/GPRS (optional, for use with SafePace Cloud)</td>
</tr>
<tr>
<td>Programming</td>
<td>SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling</td>
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</tbody>
</table>

### Power Options (Electrical Specifications)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
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</thead>
<tbody>
<tr>
<td>AC power input</td>
<td>100~240 V AC</td>
</tr>
<tr>
<td>DC power input</td>
<td>12 V DC</td>
</tr>
<tr>
<td>Solar panel options</td>
<td>20W or 50W solar panel</td>
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</tbody>
</table>

### Radar

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Radar:</td>
<td>Doppler (FCC approved)</td>
</tr>
<tr>
<td>Model</td>
<td>DF 600</td>
</tr>
<tr>
<td>Radar RF out</td>
<td>5 mW maximum</td>
</tr>
<tr>
<td>Radar f-center</td>
<td>24.125 GHz or 24.200 GHz</td>
</tr>
<tr>
<td>Pickup distance</td>
<td>Up to 400 feet</td>
</tr>
<tr>
<td>Beam angle</td>
<td>24° (vertical) x 12° (horizontal)</td>
</tr>
<tr>
<td>Beam polarization</td>
<td>Linear</td>
</tr>
<tr>
<td>CE Mark (Radar)</td>
<td>Yes</td>
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</table>

### Display

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
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</thead>
<tbody>
<tr>
<td>LEDs</td>
<td>208</td>
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<tr>
<td>Digits</td>
<td>196 LEDs: Color: Yellow (590 nm) Viewing angle at 50° IV: 30° Partial Flux (Brightness): 9000 – 22400 Ev[Lux]/LED</td>
</tr>
<tr>
<td>Speed Violator Strobes</td>
<td>Color: White (2700 K – 6500 K) Viewing angle at 50° IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K</td>
</tr>
<tr>
<td>Ambient light sensor</td>
<td>1 sensor and automatic brightness adjustment</td>
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</table>

### Enclosure

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
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<tbody>
<tr>
<td>Construction</td>
<td>Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption</td>
</tr>
<tr>
<td>Weatherproof Rating</td>
<td>Weatherproof. NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated</td>
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### Warranty

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specifications</th>
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</thead>
<tbody>
<tr>
<td>Sign</td>
<td>2 years</td>
</tr>
<tr>
<td>Batteries</td>
<td>1 year</td>
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</table>
**Standard Features (Included) - Evolution Signs**

- The Evolution radar feedback signs come with 1 year of unlimited cloud access. At the end of this 12 month period the customer has the option to either renew the cloud at a cost of $400 per sign or resort back to a Bluetooth option at no cost.
- Sign powers down when no traffic present
- Programmable Speed Violator Flashing Strobe Light
- Ambient Light Sensor and Automatic Brightness adjustment
- Banding Mount Bracket
- Safe Pace Management Software
- Bluetooth

### Quote Line Items - All Prices shown are in $USD

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Code</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td>Evolution 11 - Solar 4-cell battery back up</td>
<td>EVL 11 - Solar 4-cell</td>
<td>2.00</td>
<td>$2,399.00</td>
<td>$4,798.00</td>
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<tr>
<td>Evolution Universal Bracket Full Set (EVI 11 and 12 ONLY)</td>
<td>EVL Bracket (EVI 11 and 12 ONLY)</td>
<td>2.00</td>
<td>$125.00</td>
<td>$250.00</td>
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<tr>
<td>Evolution Universal Bracket - Pole Plate (EVI 11 and 12 ONLY)</td>
<td>EVL Bracket Pole Plate (EVI 11 and 12)</td>
<td>1.00</td>
<td>$49.00</td>
<td>$49.00</td>
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<tr>
<td>Yellow Faceplate</td>
<td>YellowSign</td>
<td>2.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Data Collection</td>
<td>SPDATA</td>
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**Totals**

<p>| | |</p>
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<tbody>
<tr>
<td>Subtotal</td>
<td>$5,097.00</td>
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<tr>
<td>Total Price</td>
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<tr>
<td>Shipping and Handling</td>
<td>$231.00</td>
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Terms: 1% - 10 Days - Net 30  We also accept: MC - VISA - AMEX

IF TAX EXEMPT: Please Provide Tax Exempt Certificate with Order

Please note: If you are not able to unload from a 53' truck, special delivery services will need to be added.

Quote Acceptance Information

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<tr>
<th>Signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, all children in Cologne should have access to the highest-quality education possible; and,

WHEREAS, the Cologne City Council recognizes the important role that an effective education plays in preparing all students in Cologne to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Cologne; and,

WHEREAS, Cologne is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Matt Lein do hereby recognize January 20-26, 2019 as COLOGNE SCHOOL CHOICE WEEK, and I call this observance to the attention of all of our citizens. Approved by the City Council of the City of Cologne on this 7th day of January, 2019.

Matt Lein, Mayor

ATTEST:

Michelle Morrison
City Clerk

M/ __________  Szaroletta  __________  Evenski  __________
Lenzen  __________  Lein  __________

S/ __________  Bruss  __________