



CITY COUNCIL MEETING
Tuesday, August 19, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Voss, Dotson, Burbank,
Boeke, McCann, Svenby, and Raney

5:00 p.m. - Tour Velve Hall

Study Session in Chambers, Charles S. Crandall Center at City Hall, 540 West Hills Circle.

5:30 p.m. - Eric King to present results of the Local Option Sales Tax Study prepared by the University of MN.

6:00 p.m. - Update on Preparation of the 2026 Preliminary Budget.

6:30 p.m. - Discussion on Conversion to an Open Bood Process for Property Valuation.

If time permits, there will also be updates about various boards and commissions.

1. INTRODUCTORY ACTIONS: Call to Order; Roll Call and Pledge of Allegiance

1.1. Council Agenda

1.2. Mayor Jessop

1.2.1. Oath of Office - City Administrator Tuma

1.3. Public Hearing - Establish Development District #22 and Adopt Development Program for Development District #22

1.3.1. Resolution 44-25 Establish Development District and Adopt a Development Program - Development District #22

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – August 6, 2025

2.2. Minutes - Boards and Commissions

2.2.1. Human Rights Commission Meeting - July 8, 2025

2.2.2. EDA Meeting - July 16, 2025

2.2.3. Park Board Meeting - August 4, 2025

2.3. Department Reports

2.3.1. Police Department - Crime Clock and Statistics - July 2025

2.3.2. Fire - Monthly Dashboard and Activity Report - July 2025

2.3.3. Weed/Nuisance Inspection Report - August 12, 2025

2.4. Licenses/Permits

2.4.1. Event Permit - OHS Homecoming Parade - September 19, 2025

2.5. Miscellaneous

2.5.1. Certificate of Substantial Completion - West Lake Meadows Public Improvements

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolutions

3.2.1. Resolution 45-25 Final Plat - Mineral Springs Estates Addition

3.2.2. Resolution 46-25 Land Development Agreement, Loan Agreement and Mortgage - Mineral Springs Estates Addition - Mineral Springs Estates, LLC

3.3. Miscellaneous

3.3.1. Proposal - Vevle Hall Networking - Phone Station Inc

4. **STAFF REPORT - Jeff Louks, Facilities Manager - Internal Services/ Facilities**

5. **PUBLIC COMMENTS:** Please limit comments to 2 minutes. Please approach the microphone, sign-in and state your name and address for the record after being acknowledged by the Council President. Speakers will be limited to two minutes to deliver their comments. Those speaking are asked to conduct themselves in a respectful manner as they deliver their comments. Audience members are asked to refrain from reacting to comments. The City Council will not respond directly to comments in this venue or take immediate action in response to them.

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**



CITY OF
OWATONNA

Mayor Jessop

CITY OF OWATONNA
STEELE COUNTY
STATE OF MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Owatonna, Steele County, Minnesota, will hold a public hearing on August 19, 2025, at 7:00 p.m., at the City Hall, 540 West Hills Circle in the City of Owatonna, Minnesota (the "City"), relating to the proposed establishment of Development District No. 22 (the "Development District") and the proposed adoption of a Development Program (the "Development Program") for the Development District, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, inclusive, as amended. A copy of the Development Program is on file and available for public inspection at the office of the City Administrator at City Hall.

The initial boundaries of the Development District are proposed to be coterminous with the corporate boundaries of the City.

All interested persons may appear at the hearing and present their views orally or in writing prior to the hearing.

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF OWATONNA, MINNESOTA



Kris M. Busse, City Administrator



DATE: August 19, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 44-25 Establish Development District and Adopt a Development Program - Development District #22

Purpose:

Approve Resolution 44-25 to establish Development District 22 and adopt a Development Program for Development District #22.

Background:

The City Council approved a financing program to incent developers to develop single-family housing. For the program, the City would finance the hard surfacing of the streets, curb and gutter and sidewalks of a development for up to five years. Staff are currently working with a developer on such a program. In working with legal counsel, the best way to provide the financing is through a loan agreement. In order to provide a loan for a housing development, the City must establish a development district for the city where a public hearing is required. After holding a public hearing, the City Council must approve the attached resolution establishing Development District 22 and adopting a development program. A loan agreement can then be approved for each development participating in the program.

Budget Impact:

The incentive program provides financing for hardsurfacing for streets, curb and gutters and sidewalks for up to 5 years. The program provides that the loan be paid back within 5 years with interest. A loan agreement must be approved for each development that plans to participate in the program.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 44-25 - Development District #22

RESOLUTION NO. 44-25
RESOLUTION APPROVING THE ESTABLISHMENT OF DEVELOPMENT DISTRICT
NO. 22 AND APPROVING THE ADOPTION OF A DEVELOPMENT PROGRAM

WHEREAS, it has been proposed that the City of Owatonna, Minnesota (the "City") (1) establish Development District No. 22 (the "Development District") and (2) adopt a development program for the Development District (the "Development Program") pursuant to and in accordance with Minnesota Statutes, Sections 469.124 through 469.133, inclusive, as amended (the "Act"); and

WHEREAS, the Act authorizes cities to create development districts to improve a district of the City to provide the impetus for commercial development, create and increase employment opportunities, and improve the local tax base general economy of the city and state; and,

WHEREAS, the City Council has investigated the facts and has caused to be prepared the Development Program; and

WHEREAS, the City has performed all actions required by law to be performed prior to the approval of the establishment of the Development District and the adoption of the Development Program therefor, including, but not limited to, the holding of a public hearing upon published and mailed notice as required by law and the consulting of the Planning and Zoning Commission of the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Owatonna follows:

1. Establishment of Development District No. 22. There is hereby established in the City a Development District No. 22, the initial boundaries of which are coterminous with the corporate boundaries of the City.
2. Development Program. The Development Program for the Development District, a copy of which is on file in the office of the City Administrator, is adopted.
3. Administration. The administration of the Development District is assigned to the City Administrator who shall from time to time be granted such powers and duties pursuant to Minnesota Statutes, Sections 469.130 and 469.131 as the City Council may deem appropriate.

Passed and adopted this _____ day of _____, 2025 with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2025.

ATTEST:

Matt Jessop, Mayor

Jenna Tuma, City Administrator



CITY OF
OWATONNA

Council Minutes

Owatonna City Council Minutes
August 6, 2025 – DRAFT COPY

On Wednesday, August 6, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Svenby, Voss, Burbank, Boeke, McCann and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Klecker; Finance Director Burns; Park Director Dieckmann; Human Resources Director Thamert; Fire Chief Hoffman, IT Technology Director Brown, IT Specialist Enz; Assistant City Administrator Tuma; City Administrator Busse; and Administrative Coordinator Clawson. Council Member Dotson was unable to attend.

Following roll call, Council Member Boeke made a motion to approve the agenda as presented, Council Member McCann seconded the motion, all members present voted aye in approval.

Mayor Jessop

Mayor Jessop commented he approved Resolution 37-25 declaring a State of Emergency as requested by the Owatonna Emergency Manager following a severe storm on Sunday, July 28th. The storm caused a significant amount of damage generating debris and disrupting power distribution systems. Mayor approved this resolution on July 29th and requested City Council ratification, Council Member Svenby made a motion to ratify Resolution 37-25, Council Member Burbank seconded the motion, and all members present voted for approval.

Mayor Jessop then made proclamation for Kris M. Busse Day. Ms. Busse will retire tomorrow, August 7, 2025, after serving as the City Administrator since 2007. The city has benefited from the leadership provided by Administrator Busse. He encouraged community members to express their appreciation to Ms. Busse for her service to the City of Owatonna.

Consent Agenda Items

Council President Raney explained council members review the Consent Agenda items prior to the meeting for approval in one motion. Consent Agenda items for this meeting include:

- Minutes – Council Meeting – July 15, 2025
- Airport Commission Minutes - July 10, 2025
- Planning Commission Minutes - July 22, 2025
- HRA Board Minutes - July 28, 2025
- Fire - Monthly Dashboard and Activity Report - June 2025
- Fire - Monthly Dashboard and Activity Report - June 2025
- Building Inspection Monthly Report - July 2025
- Event Permit - Tree Giveaway in Central Park for Properties in an Environmental Justice Area - September 5, 2025
- Temporary Liquor Permit - Downtown Business Partnership - GEM Days - August 8 & 9, 2025
- Exempt Permits - Owatonna Robotics Booster Club - Bingo/Raffle - September 18, 2025, and October 23, 2025

Change Date of City Council Meeting - Tuesday, November 4th to Wednesday, November 5th, 2025, because of a Special School Election.

Memorandum of Agreement - School Resource Officer - IDS #761

Annual agreement between the School District #761 and the city for the 2025-2026 School Resource Officers (SRO) or September 2, 2025-June 4, 2026. A 5% wage increase was added to the previous year's agreement. The city will receive \$94,216.78 annually for each SRO position.

Geotechnical Services Agreement - 2026 Infrastructure Improvements - Braun Intertec Agreement for the Proposed 2026 Infrastructure Projects. A Request for Proposal (RFP) was sent to multiple testing firms for proposed 2026 Infrastructure project that includes the reconstruction of Cardinal Drive SE, along Rice St from Cedar Ave S and Grove Ave S, and near Partridge Ave NE. The proposed construction will include full roadway reconstructions and new utility lines for watermains, sanitary sewers, and stormwater sewers. Additionally, the construction may also include the addition of a new housing subdivision off Partridge Ave NE. The purpose of the geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of new city streets and utilities. The cost the geotechnical exploration is \$14,957 without prior authorization.

HealthiestYou Service Agreement - Teladoc Health, Inc.

HealthiestYou by Teladoc is a mobile virtual care app providing convenient access to high quality everyday health care services via phone or video. HealthiestYou provides a comprehensive suite of healthcare services including general medical, expert medical services, mental health, back care, dermatology, and nutrition. It is an affordable way for the City to enhance convenient care options for employees enrolled in the City's medical insurance. An agreement with HealthiestYou was approved by City Council on November 6, 2024, with a January 1, 2025 effective date. Due to unexpected legislative updates at the beginning of the calendar year, the implementation of this program needed to be delayed until August 1, 2025. Cost for HealthiestYou in 2025 will be reduced from \$13,800 to \$5,750.

Subscription Update – NeoGov

The city entered into an agreement with NeoGov in May 2013. NeoGov is a web-based HR software solution designed specifically to meet public sector needs. NeoGov is currently utilized for full circle recruitment in all City departments. This updated subscription will integrate single sign-on security and pre-employment background screening into the current platform. These updates will enhance the security and comprehensiveness of the pre-employment processes. The cost of this update will be \$4,394.17 in 2025.

Council Member Boeke made a motion to approve these Consent Agenda items; Council Member Voss seconded the motion, and all members present voted aye approving all items.

Finance Report

Council Member Voss recapped payments for amounts greater than \$20,000 this period:

\$ 23,520.59	Crane Creek Asphalt – asphalt
30,352.44	Hawkins - chemicals
35,376.74	L & L Street Rods & Sport Truck-police fleet setup units: 2578, 2571 and 2559
109,197.70	Nero Engineering - WWTF upgrade & expansion project - June 2025
970,412.09	Rice Lake Construction Group - WWTP Expansion - pay est #37
153,564.90	Southeast Service Cooperative - July 2025 health ins premiums
21,935.00	Summit Infrastructure LLC - Manhole Rehab (Tri-layer)
<u>393,784.04</u>	Other Expenditures
\$ 1,738,143.50	Subtotal
<u>125,186.00</u>	HRA Housing Assistance Payments
\$ 1,863,329.50	Total Expenditures Presented for Approval

Council Member Boeke made a motion to approve payment of all bills presented, Council Member Burbank seconded the motion, all members present voted aye in approval.

Resolution 38-25 Adopt Steele County Hazard Mitigation Plan

Fire Chief Hoffman requested approval of Resolution 39-25 to adopt the current Steele County Multi-Hazard Mitigation Plan. Hazard mitigation planning and preparedness is the most effective instrument to diminish losses by reducing the impact of disasters upon people and property. The development of a local government plan is required in order to maintain eligibility for certain federal disaster assistance and hazard mitigation funding programs. Steele County Emergency Management Director Kristen Sailer was present to answer any questions. Council Member Voss made a motion for approval; Council Member McCann seconded the motion, and all members present voted aye for approval.

Resolution 39-25: CUP-21 Mini Storage Facility - 1980 Austin Road SE

Community Development Director Klecker requested approval of Resolution 39-25 to approve Conditional Use Permit 21. This is a request received from Brent Kaslow of Capital General Contracting, Chris Behne of Prime Garage Door & Moe and B3 Contracting LLC to construct a Mini Storage Facility at 1980 Austin Road SE. This property, 0.95 acres is currently undeveloped, The Planning Commission held a public hearing on this matter on July 22, 2025 and recommend approval with the following conditions:

- 1) Photometrics plan to be submitted and approved prior to the issuance of a building permit.
- 2) Individual storage units shall be under 5,000 square feet in floor area.
- 3) The sole permitted use of all units shall be storage. No commercial business operations shall be permitted.
- 4) All signs shall obtain the necessary permits and comply with B-2 zoning standards.
- 5) All items in the City Engineer's Memo dated July 11, 2025, must be adhered to.

Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, and all members present Finance Director voted aye in approval.

Resolution 40-25: Amend 2025 Authorized Signatories

City Administrator Busse requested approval of Resolution 40-25 to amend the list of authorized signatories for 2025. Resolution 1-25 approved during the Annual Organizational Meeting on January 7, 2025 named the mayor, city administrator, finance director, senior accountant and accounting technician to disperse funds through check, electronic funds transfer, wire, or ACH. The list will be updated to replace retiring City Administrator Busse with new City Administrator Jenna Tuma. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

Resolution 41-25: Name Responsible Authority for Data Practices - Jenna Tuma

City Administrator Busse requested approval to change the City's 2025 Responsible Authority to administer the requirements for government data with the City. During the annual organizational meeting on January 7, 2025, City Administrator Busse was named the city's Responsible Authority for 2025, but she is retiring. This resolution names new City Administrator Jenna Tuma as the city's Responsible Authority for the remainder of 2025. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye in approval.

Resolution 42-25: Set Public Hearing on September 2, 2025 - Street Reconstruction Plan

Finance Director Burns requested approval of Resolution 42-25 setting a date for a public hearing for comments on the city's Street Reconstruction Plan. The City will prepare a plan for reconstruction and overlay of streets in the City over the next five years, including a description of the affected streets and estimated costs (the "Plan"), and to issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the Plan. A public hearing regarding the Plan and issuance of the bonds. The City Council has determined to prepare a Plan for the City for years 2025 through 2029 and to issue general obligation bonds (the "Bonds") in a principal amount not to exceed \$1,800,000, plus any premium received, to finance certain street reconstruction and overlay activities.

Todd Hagen, Municipal Advisor/Vice President Ehlers, Inc. commented the 5-year plan allows an efficient process for planning. The public hearing will be the first step in the bonding process will include a credit rating request from Moody's. The public hearing was set for Tuesday, September 2nd at 7:00 pm in Council Chambers. Council Member Svenby made a motion for approval, Council Member Voss seconded the motion, all members voted aye in approval

Resolution 43-25 Set Date for Public Hearing - Establishment of Development District 22 and Adoption of a Development Program for Development District 22

Community Development Director Klecker requested approval of Resolution 43-25 to set a public hearing to consider establishment of Development District #22 and the adoption of a

Development Program for Development District #22 to provide the incentive for developers to develop single-family housing. Council previously approved a program in which the City would finance the hard surfacing of the streets, curb and gutter and sidewalks of a development for up to five years. Staff are currently working with a developer on such a program. In working with legal counsel, the best way to provide the financing is through a loan agreement. This resolution sets a public hearing for Tuesday, August 19, 2025 at 7:00 pm in Council Chambers. Council Member Voss made a motion for approval, Council Member McCann seconded the motion, all members present voted aye in approval.

Garbage/Refuse Hauler Permit - Junk Solutions LLC - Ellendale MN

City Administrator requested Council approve the application received from Tanner Nelson for a Garbage Hauler and Refuse Permit to do business as Junk Solutions, LLC of Ellendale. Required insurance, payment of fees and background verification completed; Chief Mundale has no objections to issuance of this permit. The city's Garbage Haulers and Refuse Permit is an annual permit which expires December 31st each year. Council Member Voss made a motion for approval, Council Member McCann seconded the motion, all members present voted aye in approval.

On-Sale Wine and 3.2% Malt Liquor License - Little Theatre of Owatonna

City Administrator Busse requested Council approve the applications received for an On-Sale Wine License and a 3.2% Malt Liquor License from David Harinen, Board Member of the Little Theatre of Owatonna (LTO). LTO is the community theater located at 560A Dunnell Drive, in the Merrill Building owned by the city on the West Hills Campus. Renovations were made to Merrill Hall last year and LTO acquired an additional leased space to use as a lobby/reception area. The premise area for these liquor licenses is only the lobby/reception area on the first floor across the hall from the theater entrance. Payment of fees, receipt of the required insurance certificate and background verification have been completed. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, all members present voted aye in approval.

2025 Street & Utility Project Change Order #1 - Wencil Construction, Inc.

Public Works Director Murphy requested approval of Change Order #1 for the 2025 Street & Utility Project. During the April 15th City Council Meeting, the 2025 Street & Utility Project was awarded to Wencil Construction Inc. of Owatonna, MN. The bid was \$1,809,585.40 (17%) under the Engineer's Estimate. Due to the lower than estimated project cost and the project being located near an area that needed additional watermain replacement, Owatonna Public Utilities requested that we add on utility work for 2nd Ave SW going from Oakdale Street south to Oakdale Lane. The sanitary sewer is also in need of replacement in this location. Wencil Construction agreed to add the work for a Change Order totaling an additional \$135,170.00. This change order brings the project cost to \$1,945,028.40 to be paid for with

funds from OPU, the sanitary sewer fund, and the operating budget. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

2025 CIP Overlay Change Order #1 - Crane Creek Asphalt

Public Works Director Murphy requested approval of Change Order #1 for the 2025 CIP Overlay. During the May 6th City Council Meeting, the 2025 CIP Overlay was awarded to Crane Creek Asphalt for a contracted price of \$463,857.69 (10% under the Engineer's Estimate of \$513,514.24). Since the bid was lower than the planned cost, the City proposed adding Ridgeview Place to the project. Crane Creek agreed to the addition for the price of \$30,697.25. The change order brings the project cost to \$494,554.94 to be paid for with the current year bond issue. Council Member McCann made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

Public Works Director commented the next four change orders were received from Rice Lake Construction Group for the Wastewater Treatment Facility Project. Each Change Order includes Work Change Directives (WCDs) to address construction issues, design clarifications, and interdisciplinary coordination, or error and/or omissions. Detailed information on each change order and WCD is available in the Engineering Department. The total revised contract amount following these four Change Orders is \$58,968,775.00; a 5.82% increase from the original contract. Eric Meester, Nero, Engineering Consultant was present and commented many of these work directives were for unknown tasks found as they rehab the previous system for connection. Removal of the digester lid was layers of tar which he hasn't seen in other projects. He believes they have exposed all aspects of the project and do not anticipate additional unknown tasks.

WWTF Expansion Change Order #22 - Rice Lake Construction Group

Change Order #22 consists of eleven WCDs and increases project costs by \$36,004.63.

- 140 - Existing Exterior Wall Refinish
- 142 - RWC Pump Connections
- 144 - MBR and DTC HVAC Modifications
- 148 - Admin Sidewalk Modifications
- 150 - DTC Pipe Modifications
- 151 - FO 46 Biogas Odorizer Wiring
- 155 - Classified Overhead Door Operator
- 156 - Digester 1 Fluidizing Line Replacement
- 157 - FO 47 - TSS Sensor Modifications
- 158 - Admin Cabinet Credit
- 159 - DTC Coating Credit

Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

WWTF Expansion Change Order #23 - Rice Lake Construction Group

Change Order #23 consists of two WCDs for Price Escalation, the project costs will increase by \$30,607.22.

- 149 - Ductile Iron Pipe Price Escalation
- 153 - Concrete Price Escalation

Council Member Voss made a motion for approval, Council Member Svenby seconded the motion, all members present voted aye in approval.

WWTF Expansion Change Order #24 - Rice Lake Construction Group

Change Order #24 consists of one WCD and increases project costs by \$231,806.80:

- 160 - Primary Digester Lid Removal

Council Member Svenby made a motion for approval, Council Member Voss seconded the motion, all members present voted aye in approval.

WWTF Expansion Change Order #25 - Rice Lake Construction Group

Change Order #25 consists of one WCD and increases project costs by \$33,434.09:

- 161 - Sludge Storage Building Power Refeed

Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye in approval.

End User Agreement - Verified First

Human Resources Director Thamert requested approval of the Verified First End-User Agreement. Pre-employment background checks are currently processed manually by the Owatonna Police Department. The agreement with Verified First will allow the City to tailor background check packages specific to the position needs and integrate seamlessly with the recruitment platform NeoGov resulting in increased efficiency and thoroughness in the pre-employment screening process. The budget impact will be based on the number of background checks processed; estimated impact for 2025 is \$1,500. Council Member Boeke made a motion for approval, Council Member Burbank seconded the motion, all members present voted aye in approval.

STAFF REPORT

IT Director Brown gave a brief update on current tasks within the IT Department. Cyber Security has been a hot topic since the computer system of the City of St Paul was recently compromised. Our staff is working on safety measures for multi-factor sign-on, deploying an end point detection and response system which will report if suspicious activity is detected. He is member of the IT Professionals Group with the League of Minnesota Cities and the Minnesota Whole of State Cybersecurity Group and receives updates on instances of breaches. Fortunately, our system is meeting recommendations with firewalls in place. He has been working with other departments to review how and where data is stored to increase efficiency. He has also assisted staff prepare responses to several data requests. Council Member Boeke asked if he knew what cost has incurred preparing data request responses, Director Brown commented several departments provide responses so unsure of costs. Last week, he spent 5-6 hours identifying data for a request.

PUBLIC COMMENTS

David Harinen, 757 Churchill Drive thanked the city and council members for their support of the Little Theater of Owatonna and arts within the city. This year, they are celebrating their 60th anniversary and looking forward to many more years of offering entertainment.

Gary Jones, 995 Ridge Road commented there have been some good changes to the Deer Management Plan within this last year for public safety. Manthey Park has been eliminated (.91 acres) and required 150' not 100' from maintained trails or the edge of the park. Within Mineral Springs Park, there is only one space that meets these requirements, which is only 1.3 acres. Larger areas are available within other parks and consideration should be given to also remove Mineral Springs Park from the city's program..

MAYOR AND COUNCIL COMMENTS:

Council Vice President Voss commented he rode along with an officer last night and stopped at several neighborhood Night to Unite parties and thanked the Fire Department and Police Departments for their participation. Last month, there was an article in the local paper about the city's plans with the RBG Group for a cannabis dispensary; however, plans have not been finalized, and we will be working with our City Attorney and staff as we proceed. The legislation was poorly written, other cities have incurred problems. During the Summer LMC Conference, he attended a session on Cannabis Legislation and the response to many questions was, I don't know, will have to get back with you, as the legislation is very vague. He then thanked City Administrator Busse for her leadership and congratulations on her pending retirement which begins tomorrow.

Council Member Burbank said he would echo Council Member Voss; it has been a pleasure to know and work with City Administrator Busse. He recommended that she not say yes to anything for the next six months.

Council Member McCann also commented he enjoyed attending several Night to Unite parties, the people were very open and receptive to meet. He thanked City Administrator Busse for her leadership and guidance, and confident that new City Administrator Tuma will also do a great job.

Council Member Svenby commented that he was a member of the interview panel in 2007 when Ms. Busse was selected as the City Administrator. He had questioned what she would bring as she previously worked for Waseca, a much smaller city but she has done a lot, Owatonna is in a much better position than when she began. He thanked Ms. Busse for all that she has done for this community and the pride she has shown in her job. He also thanked her for the work culture she helped create within the city's employees.

Mayor Jessop commented he rode with Captain Sorenson and attended three parties for Night to Unite activities. He thanked City Administrator Busse for helping him to find his footing when he was elected.

Council President Raney reminded everyone the Steele County Fair begins next week and asked everyone be mindful of pedestrians and drive slower near the fairgrounds. Few City Administrators stay with a city for 10 years; the average term is only seven years. Kris has been

here for more than 18 years; her heart is her with this community and she will be missed. He then wished her a long healthy retirement.

City Administrator Busse commented that it was wonderful to hear from so many wishing her congratulations. She was grateful for the comments during a reception prior to this meeting made by Mayor Jessop, City Attorney Walbran, current Council President Raney and previous City Council President Schultz. She feels blessed to retire, someone told her that everyone doesn't get the opportunity to retire so she is very thankful and blessed for this opportunity. She is filled with gratitude to have worked with some wonderful Department Directors and staff; they all work hard for this community. The new culture that this council has started is doing some wonderful things for this city and she is sure that our new City Administrator Tuma will continue to bring this to the next level. She concluded saying she is overwhelmed with gratitude and thanks to everyone; she then added that she did not cry, and she thought she would.

Council President Raney thanked everyone for attending tonight's meeting. At 7:58 p.m., Council Member Svenby made a motion to adjourn, Council Member Burbank seconded the motion, but no members voted aye, and all members present voted nay.

Council Vice President Voss gave some parting words on behalf of the council. Congratulations Kris and wish you the best in your retirement, you have performed your duties with class poise, dignity, honesty and dedication. The City of Owatonna will always be better for it.

With no additional comments, Council Member Voss then made a motion for adjournment, Council Member Boeke seconded the motion and all members voted aye to end the meeting at 8:01 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Coordinator



CITY OF
OWATONNA

Board - Commission Minutes

Owatonna Human Rights Commission Minutes – July 8, 2025

The Owatonna Human Rights Commission (OHRC) met on Tuesday, July 8, 2025, in the Meeting Room of the Charles S. Crandall Center. Chairman Bjore called the meeting to order at 5:36 p.m. Commissioner Mustafe took roll call. Present were Commissioners Bjore, Ismael, Hill, Seykora, Esquivel and Hansen; City Administrator Busse; Assistant City Administrator Tuma; City Council Member McCann; and Administrative Coordinator Clawson. Commissioner Hult was unable to attend.

Following the Pledge of Allegiance, Chairman Bjore welcomed everyone to the meeting. Commissioner Hansen made a motion to approve the Meeting Agenda as presented, Commissioner Hill seconded the motion, all members present voted aye in approval. Commissioner Seykora made a motion to approve the June OHRC Minutes, Commissioner Bjore seconded the motion, all members present voted aye in approval.

ITEMS OF DISCUSSION

- 1) Somali Cultural/Independence Day Event – July 6th in Central Park
OHRC Commissioners Mustafe and Bjore commented they attended this first-time event in Owatonna. There were approximately 100 people attending the event at which they walked around introducing themselves and handing out water and Jolly Ranchers.
- 2) AGE Juneteenth Event – June 21st at the Beer Garden at SCFF
OHRC Commissioners Hansen, Seykora, Bjore & Hill attended this event as did Mayor Jessop. It was a very hot/humid day, and attendance was lower than previous years. AGE recently hired a publicity staff member for promotion of future events. All present agreed it is important for OHRC to be visible during these types of cultural events.
- 3) Rainbowatonna 2025 Pride in the Park – Saturday, July 12th in Central Park
Assistant City Administrator Tuma will present the proclamation, Rainbowatonna Pride Day. The OHRC tent will be set up with a table for OHRC flyers and candy. City staff will drop off a six-foot table and two bag chairs. Commissioner Bjore commented she will be there from 1:30 – 7:30 and asked other commissioners to join her when they could.
- 4) OHRC Promotions:
 - a) OHRC Article – Commissioner Hill commented she recently spoke with Communications Manager Sheely to review the article she prepared about the OHRC. The article will be published in the city's electronic newsletter.
 - b) The Steele County Times will publish articles about the Welcome Week activities during the last week of August.
 - c) Commissioner Bjore will do a City Spot with Communications Manager Sheely.
 - d) Straight Talk – August 20th – Commissioner Chairman Bjore will meet with Karen Hale at 10:00 am to record a show which will play during the last week of August.

- e) Community Pathways – Commissioner Bjore commented Robin at Community Pathways has offered to post OHRC items to their Facebook account when shared. Community Pathways and United Way feature a non-profit group each day at their table during the fair and OHRC could be featured this year. They noticed the number of their Hispanic customers increased by 43% after additional of a Spanish speaking staff member; they believe the Somali Community would benefit if an employee was fluent in Somali and hoping to add to their staff.
- 5) Additional OHRC Activities this year, several months have no planned OHRC activity. One suggestion was a community potluck during November, December, or March as food tends to bring people together. OHRC members asked to bring additional suggestions during the next OHRC Meeting for further discussion.
- 6) Pending Purchases/Invoices
 - a) Administrative Coordinator Clawson confirmed balance due Plaza Morena for the balance owed for the 2025 MLK Day Event meal was paid.
 - b) Commissioner Bjore presented quote from Corporate Recognition of \$246 for an OHRC tablecloth. Commissioner Hansen made a motion to accept this quote and place an order, Commissioner Seykora seconded the motion, all members voted aye in approval.
- 7) Downtown Thursday (DTT) Event – September 4, 2025
Commissioners Bjore and Ismael plan to do a radio spot with Molly two days prior to this event. Commissioner Hansen commented she has sent first communication to potential subjects for the Human Library and encouraged everyone to help securing additional participants. She prepared a clear curtain with pockets to display books available during the event and is considering offering cookies to participants.
- 8) Meeting on the Fields – September 6, 2025
Commissioner Hansen filed an Event Permit for use of Daiken Field; the fields are reserved from 5:00 pm – 9:30 pm with games beginning at 6:30 pm. Commissioner Ismael commented he will contact the Owatonna Soccer Association for referees. The City's Rec on the Go trailer will be onsite at 5:30 pm with one staff member and request three OHRC also help during the event. Commissioner Seykora will follow-up with Steele Threads for 40 player T-shirts, Commissioner Esquivel requested his team receive large shirts and Commissioner Ismael his team receives both medium and large t-shirts. The T-shirts will be red and blue with white lettering and logo. Commissioner Seykora will ask for fruit donations, Commissioner Bjore will request water donation and Commissioner Hansen to provide a speaker system. All agreed the National Anthem would not be played and translators would not be provided.

City Council Member McCann thanked the OHRC Commissioners for their service to the community.

ADJOURNMENT

At 6:42 p.m., Commissioner Hansen made a motion to adjourn, Commissioner Bjore seconded the motion, and the meeting was adjourned. The next OHRC Meeting is planned for Tuesday, August 12th at 5:30 pm. A card was presented to City Administrator Busse thanking her for her assistance with the OHRC during the last 18 years. This is the last OHRC Meeting prior to Ms. Busse's retirement on August 7th.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator

**EDA
Minutes
July 16, 2025**

The Owatonna Economic Development Authority met in regular session at 4:00 pm at the Degner Regional Airport with President Voss presiding. Commissioners present: Dan Boeke, Dave Burbank, Patrick McDermott, Brian Savage, and Doug Voss. Commissioners absent: Andrew Cowell and Corey Mensink. Also present were Troy Klecker, Sean Williams, Brad Meier, Lisa Cochran, Glenda Smith, and Kristen Kopp.

Approval of Minutes. Commissioner Burbank moved approval of the minutes of the June 18, 2025 meeting with second by Commissioner Savage. All Commissioners voting Aye, the motion passed.

Treasurer's Report. Community Development Director Troy Klecker presented the revenue and expense reports for June. He said that they have made second half payment to the Chamber. He said there are a few changes to the budget next year. With the OABDC, the OABDC takes care of the interior and we take care of the building envelope. We talked about how that will work internally. So if HVAC goes out, that is an essential function and our responsibility. From an internal budgeting, those expenses will be put on EDA to pay for because it is our building. There will be a Facilities plan to forecast those expenses into the future. We will be budgeting more next year for those things. That is what the -\$2,700 is. The other thing that will be changing is TIF reporting to the State. Former Finance Director Rhonda did that internally in the past and \$12,000 went to the Finance Department to do that. It will now be done externally with Ehlers, so next year's budget will have a much higher number. The first year will be more due to set up. He said it frees up Finance staff time. Boeke questioned what is changing with the OABDC. Klecker said that nothing is changing. The things we are responsible for are building envelope. A good chunk of it is HVAC, roof, utilities. No matter who the tenant is, you're going to need these things. He said it has evolved over time. We previously didn't put money into those buildings and it got to a level of disrepair. We are recognizing that it is our asset—we own it. We can't expect the tenant to cover those things. This all came to light a few years ago when we did the Facilities plan. There are different improvements that will either fall on us or fall on them. It has been loosely described and it will be specific in the lease. Boeke said that he's glad that we're coming around to this, but he said it will affect the City's budget. Klecker said that there will be a line item to handle those things. Voss said that it is in good shape going into it.

Loan Report. OABDC Director Sean Williams presented the Loan Report for June. He said that all loans are current.

OACCT /OPED Report. OACCT President Brad Meier presented the report. A new Workforce Coordinator has been hired. This is their fourth coordinator—Gospel Kordah. He is off to a great start and will do a nice job. He will work with Brian Coleman. There will be dialogue back and forth with the schools as far as what the students are looking for. Last year there were 300 some students in work-study jobs. They are hosting a Micropolitan here in Owatonna on September 24. There is an open house on Main Street road reconstruction tomorrow.

MainStreet Report. MainStreet Director Lisa Cochran presented the quarterly MainStreet Report. She said that the Main Street reconstruction meeting—there were calendar invites sent to every business. Klecker said if they are able to come to the meeting, that would be a good start. They have about 30% of their construction plans drawn and they want the Council to be involved. McDermott asked if there is a projected start date. Cochran said next spring. She highlighted Downtown Thursdays and said this event has grown and has been a very good asset to Owatonna and especially downtown. She said an average of 710 people at the Farmers Market each Saturday in Central Park. Placer AI lets us hone in on a time and place.

Tourism Report. Tourism Director Glenda Smith presented the quarterly Tourism Report. She said it's been a busy spring. She highlighted some events and conferences. They have been running some dedicated social media campaigns focusing on Madison, WI; Chicago, IL; and Des Moines, IA. They are seeing a lot of good activity from those campaigns. The Bowling Tournament will be back next spring and the Model T group is starting to arrive tomorrow night. They are starting to see some overnight requests for group tours, which is a good thing. The May occupancy landed at 55.3% and that includes Home2 Suites. Voss asked if we had a convention center, would we land some more events. Smith said she believes so.

OABDC Report. OABDC Director Sean Williams presented the OABDC Report for June. They presented the Retail Incubator to the School Board, and that got a good reception. They will meet with the Facilities Committee and they will be making a recommendation. The Small Business Academy with Community Ed will start up again on September 15. Savage asked if there were concerns about grants. Williams said that that they have identified some grants, but less than 10% of their budget is Federally funded.

Airport Report. Community Development Director Troy Klecker presented the quarterly Airport Report. There are a number of projects underway this year. One is the parking lot in the front which will allow for some commercial lots along the parking lot. At the airport, one of the big goals is the runway extension. They have had discussions with the FAA about adjusting the length. They don't want us to go through that justification until we address all of our pavement projects. There were projects scheduled for 2027 that have been moved up to 2026. So the CIP has been shifted to get a number of pavement projects done in 2026. All four major projects will be done in 2026 with 2.5% local share. Then all of our pavement will have been addressed, which will set us up well to proceed with the expansion of the runway. It's a small local portion, but over \$2 Million in projects. Airport Manager Dave Beaver does all the grant writing submittal and we contract with SEH to do construction management. The other thing they are trying to do is grow business out there. Accelerated Aviation is doing very well. They are leasing the dome hangar and all of the office space. They have a private hangar and now we are talking about them renting part of our Main Hangar. Another key piece is having them do maintenance for the public out at the airport. It will open up the maintenance shop up to the public, which is something we wanted to get back to the airport since Brent Langar moved to Waseca. It should be handled at the next Council meeting. Burbank asked if a longer runway would equate to larger aircraft. Klecker said that it would.

EDA Projects. Community Development Director Troy Klecker presented the EDA Projects for June. He said we took over the Cemstone site officially in July. The biggest battle is to not make

it look like an abandoned site. Police and Fire will do some training out there and we will do maintenance on it. We are working toward a redevelopment project. He said he's talked to Cashwise and it is going to be brought to their real estate group. We will be pursuing options. This all started ten years ago when Cemstone was going to put a big investment in the site. We talked with them and asked if they would consider moving to the Industrial Park. The letter of intent for 117 Bridge St W was extended for 90 days. Ascend 1 is completed now. Renneberg Hardwoods is currently building on State Avenue on the lot we sold to them. Sputtering Components has begun their 12,500 square foot addition to their facility.

Old Business.

Forgivable Loan: 220 Cedar Ave N – Ronnies's Sports Bar LLC / Skala - \$10,000 Interior.

Cochran said that she reached out to Ken Beck about the basement structural project. The total was about \$14,000 and Ken emailed Derek Skala and Lisa and said that there are certainly areas of concern to be addressed. If repairs are neglected, the foundation will need significant repairs. Klecker said that there were some questions as to whether it was structural or not. It sounds like, to be structurally sound into the future, those things need to be done. By Ken's response, it probably does qualify for code requirements. Cochran said that there is \$14,000 worth of work to bring it to where it is structurally sound. Klecker said that they would get half of the \$14,000, so they get \$7,000. Klecker said that it is not a bad idea to approve it for the full \$10,000 to give them some wiggle room. Voss said these projects always seem to turn out to be more expensive than originally planned. Cochran said that Eric at Mohs is good at keeping her up to date. A motion was made by Boeke and seconded by McDermott to approve the forgivable loan for up to \$10,000 for interior improvements at 220 Cedar Avenue N. All Commissioners voting Aye, the motion passed.

New Business.

Low Doc Loan: 127 Broadway Street W – HC Properties, LLC / Clayton – Tier 1: \$5,000 / Tier 2: \$13,300. Williams said that this is Health Nutz. A motion was made by Boeke and seconded by Savage to approve \$5,000 Tier 1 and \$13,300 Tier 2 Low Doc Loans for 127 Broadway Street W. All Commissioners voting Aye, the motion passed.

Forgivable Loan: 119 Bridge Street W – Quanxi LLC / Feng - \$10,000 Exterior. A motion was made by McDermott and seconded by Burbank to approve the Forgivable loan for \$10,000 exterior improvements to 119 Bridge Street W. All Commissioners voting Aye, the motion passed.

Schedule Next Meeting. The next EDA meeting is scheduled for **August 20, 2025** at 4:00 pm in Charles S. Crandall Center – Chambers at City Hall.

Adjournment. There being no further business, a motion was made by Commissioner Boeke and seconded by Savage adjourn the meeting at 5:05 pm. All Commissioners voting Aye, the motion passed.

MINUTES - UNAPPROVED
OWATONNA PARKS AND RECREATION
REGULAR PARK BOARD MEETING
August 4, 2025, at 4:30 P.M.

LOCATION: Park Maintenance Facility, 1140 Industrial Rd, Owatonna, MN 55060

OPENING BUSINESS

Call to Order at 4:32 p.m. by Jon Thiel

Executive Members Present: Chair: Jon Thiel, Secretary: Sara Baird

Board Members Present: Tyler Cochran, Nancy Ness, Nan Silkunas

Members Absent: Vice Chair: Gina McGuire

Staff Present: Eric Anderson: Recreation Manager, MJ Knudson: Admin Coordinator,
Maureen Lyons: Admin Coordinator, Dani Licht, Rec. Supervisor

City Council Member: Don McCann

Guests Present: Todd Rexine, Conservation Director, Great River Greening, Annette
Duncan, President, Steele County United Way

APPROVAL OF THE AGENDA

Motion by Nancy Ness to approve agenda. Second by Tyler Cochran. All members voted aye.

APPROVAL OF THE JUNE 2, 2025, MINUTES

Motion by Sara Baird to approve park board meeting minutes and bring before the Council.
Second by Nancy Ness. All members voted aye.

PERSONS WISHING TO APPEAR

The public forum is intended to afford the public an opportunity to address topics to the Park Board. The public forum will be no longer than 30 minutes in length, and each presenter will have no more than five (5) minutes to speak. Topics of discussion are restricted to local park and recreation topics. The Park Board will only listen and not take action on public forum presentations. None present

NEW BUSINESS

Biochar: Todd Rexine presented information on a relatively new process that reduces waste wood volume without releasing the carbon through burning to a certain point and then extinguishing the fire before the wood turns to ash. The resulting lightweight, charcoal-type product is greatly reduced in volume and can be used as a soil amendment or as ground cover. The consensus from the board was supportive to consider a possible partnership event with Great River Greening in the spring of 2026.

Proposed Fees Manual Update presented by Eric Anderson to reflect Brooktree price increase of 5% in 2026. Board consensus was to move forward with the updates.

OLD BUSINESS

Born Learning Trail

Annette Duncan presented the Born Learning Trail concept for Morehouse Park including signage and activities. Funding and upkeep will be managed by United Way. As resources, like brail or additional languages are available, signs may be updated. Board consensus was supportive of the project.

Community Center Task Force update

Tyler Cochran updated the board on recent task force activities.

Archery Range, crossbows prohibited

Eric Anderson shared information related to why crossbows are prohibited from the archery range for public safety, risk and liability reasons.

COMMUNICATIONS

Recreation Division and Parks Division reports were included in the agenda packet. Clarification was made regarding the date of a tree giveaway, which will take place September 5, 2025.

Motion by Tyler Cochran to approve reports and all park/event permits as required and bring the matter before the Council, second by Nan Silkunas. All members voted aye.

Kris Busse Retirement: Park Board members are invited to attend a public reception honoring City Administrator, Kris Busse, August 6 from 4:30-6:00 pm. at the Arts Center.

Communications from Park Board members:

Jon Thiel Congratulations to Dani Licht and the River Springs Water Park team for receiving the Peoples' Choice Award for best place to swim in southern MN.

Don McCann Thank you to the Parks and Recreation team for their response to recent storm damage. Thanks to the Park Board for all of their work and service to the City.

ADJOURNMENT:

Motion by Nancy Ness to adjourn. Second by Sara Baird. All members present voted aye. Meeting adjourned at 5:40 pm.

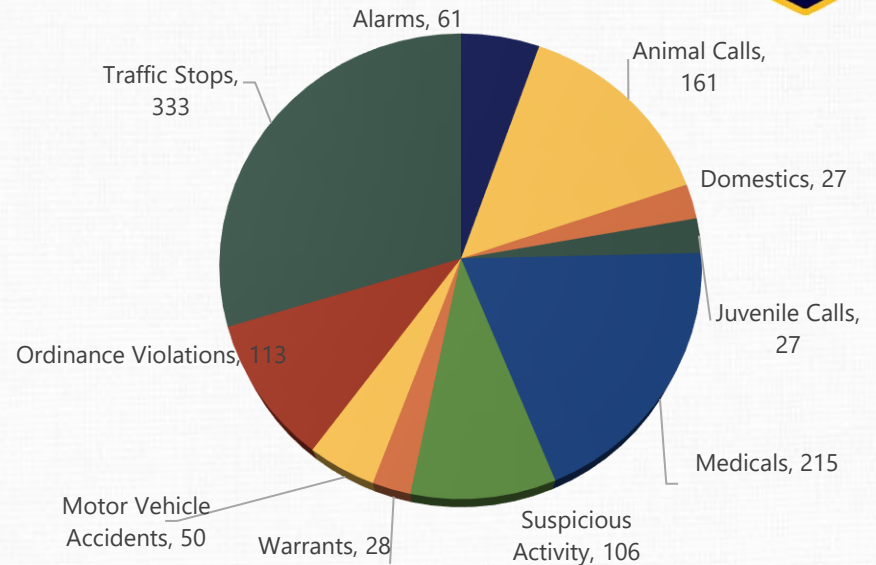
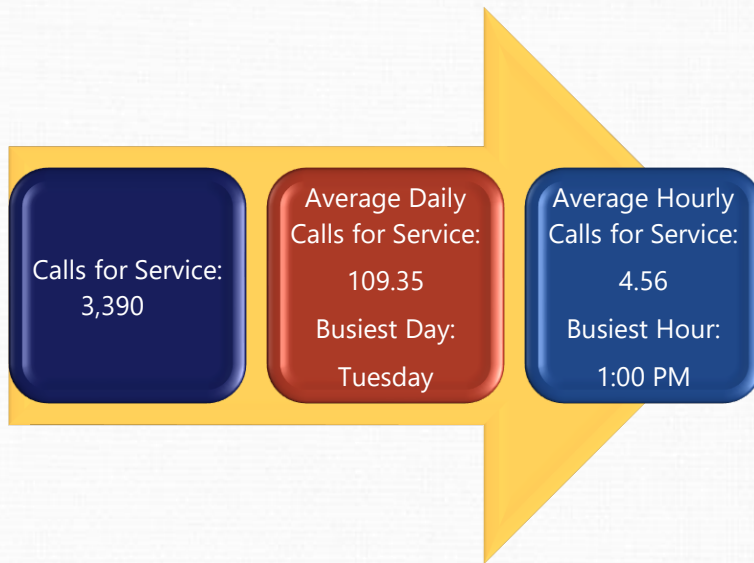
The next board meeting is scheduled for September 8, 2025, at 4:30 pm Location will be at West Hills Social Commons, Second Floor, West Meeting Room.



CITY OF
OWATONNA

Department Reports

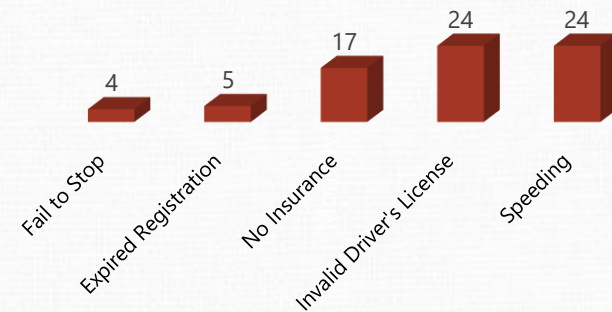
Owatonna Police Department Crime Clock July 2025



The Owatonna Police Department issued a total of 148 citations and 246 warnings in July.



Top 5 Citation Types



The above statistics are based on calls for service reports compiled monthly. Official crime data can be found via [Minnesota Crime Data Explorer](https://www.mnhs.gov/crime-data-explorer/).



Owatonna Police Department

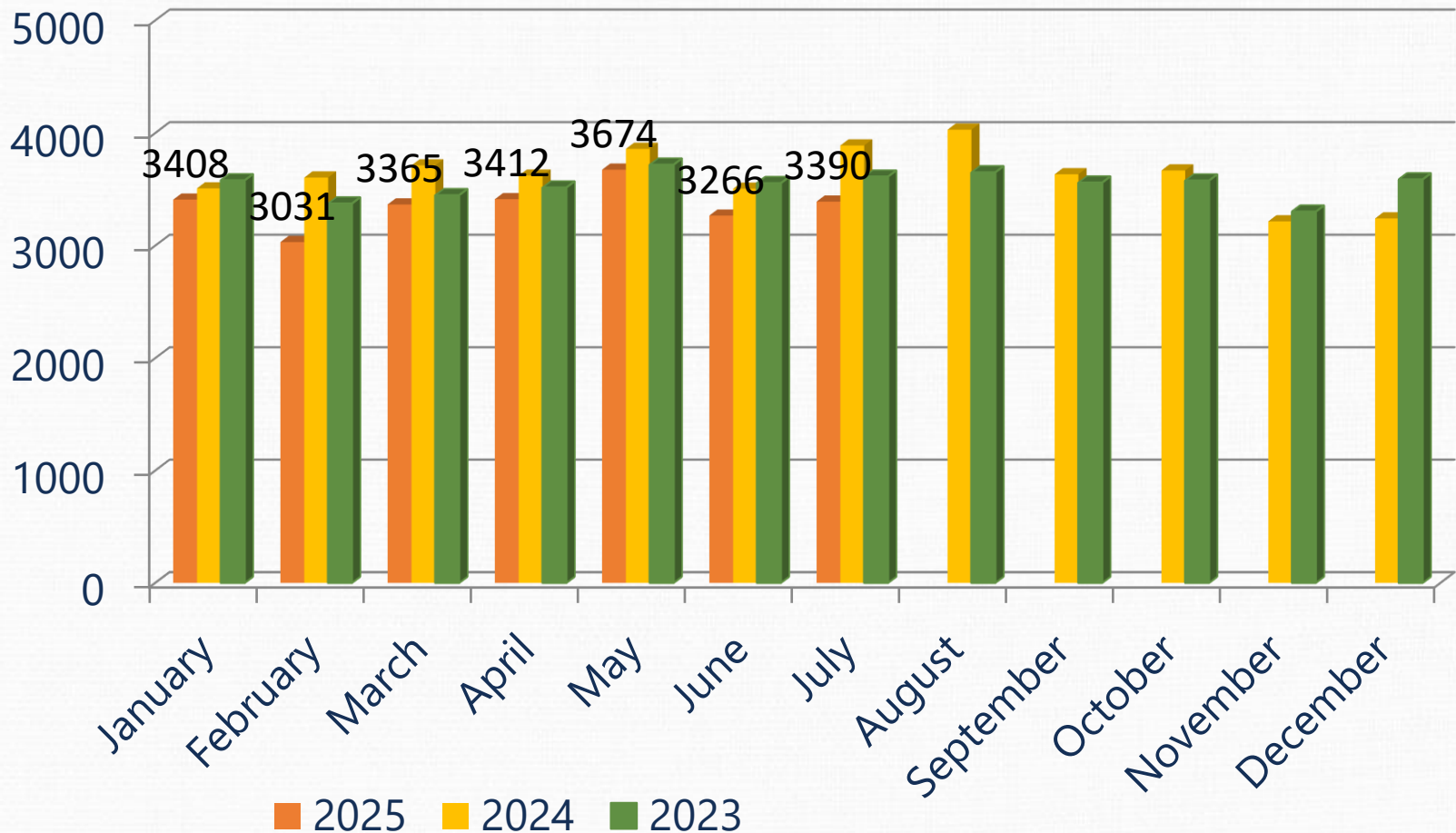
July 2025 Crime Statistics



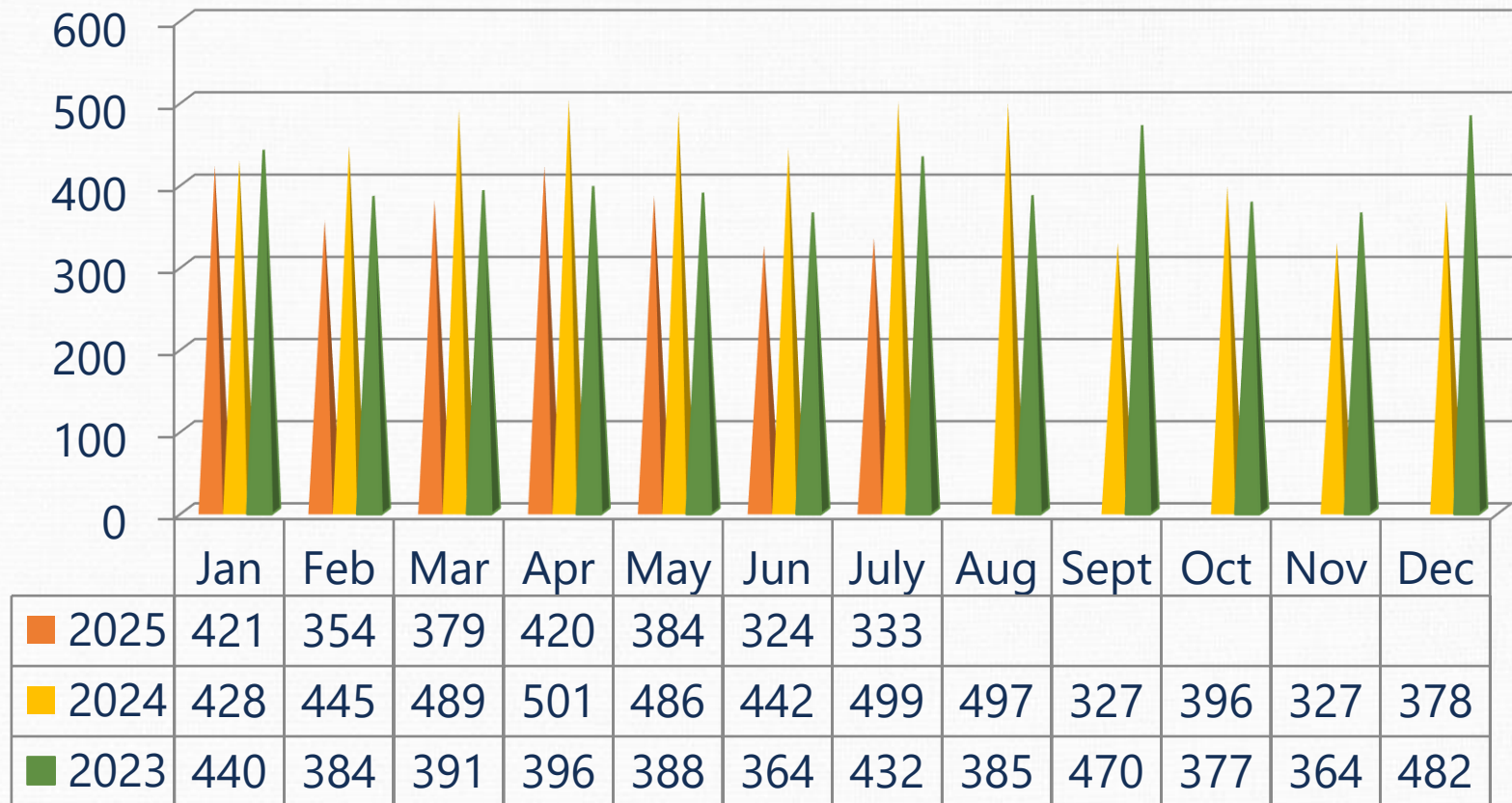


**The following statistics are based on calls for service reports compiled monthly.
Official crime data can be found via [Minnesota Crime Data Explorer](#).**

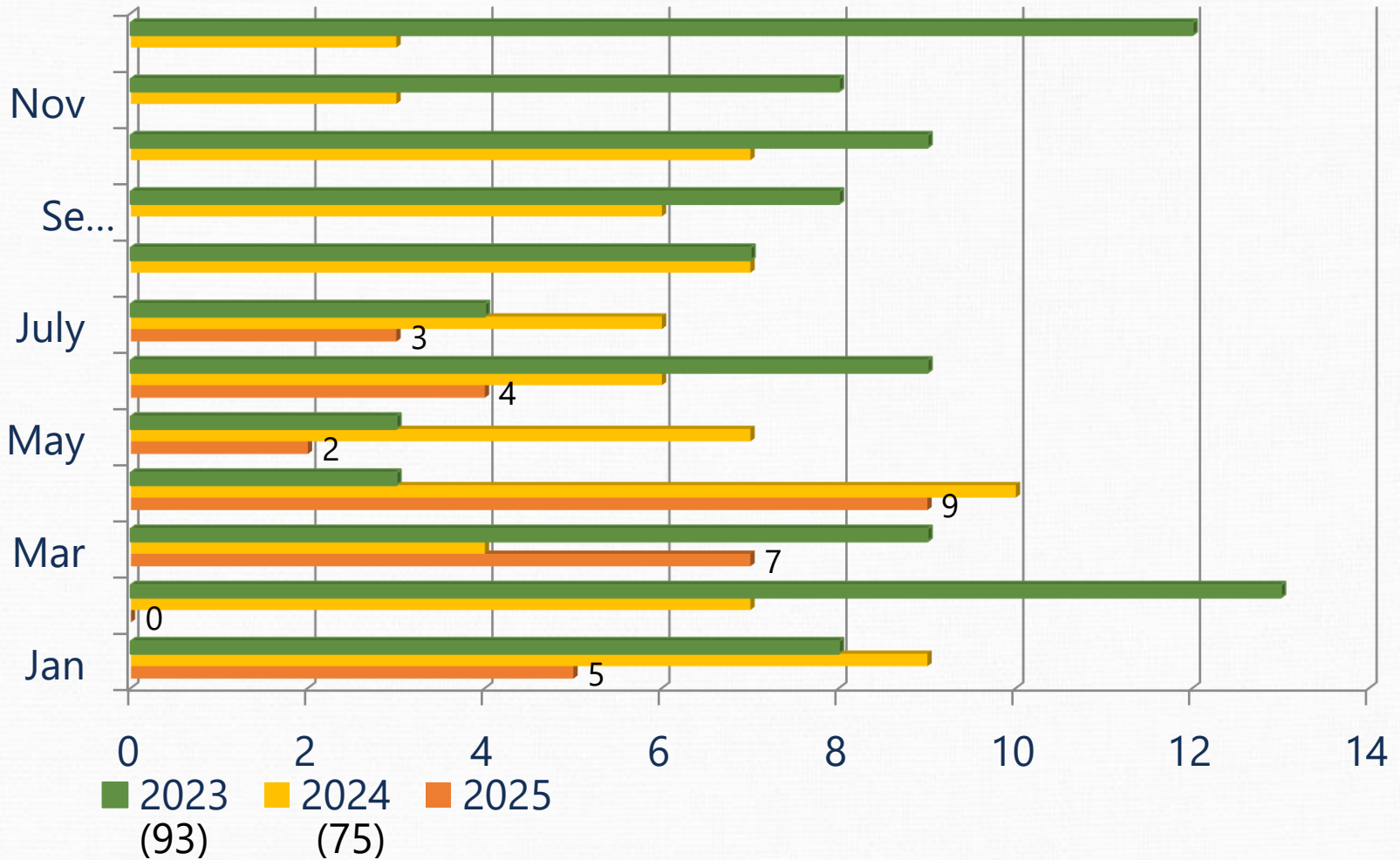
Total Calls for Service



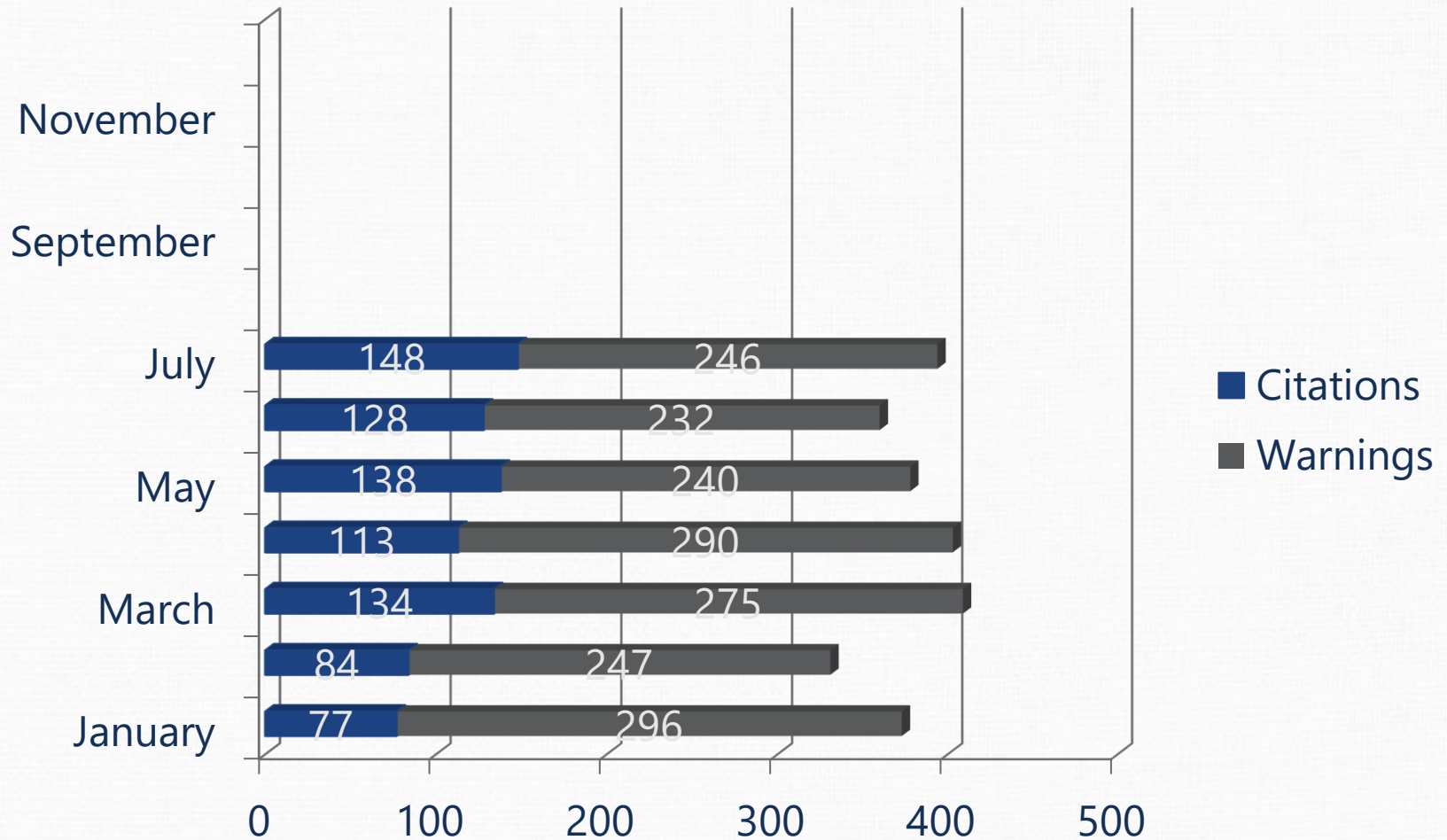
Traffic Stops



DWI



Citations and Warnings



Group A Crimes

Murder and Non-Negligent Manslaughter	0	Pocket-Picking	14	Identity Theft	7
Kidnapping/Abduction	1	Shoplifting	17	Hacking/Computer Invasion	1
Rape	4	Theft From Building	1	Embezzlement	2
Sodomy	0	Theft From Motor Vehicle	7	Stolen Property Offenses	0
Fondling	6	Theft of Motor Vehicle Parts or Accessories	1	Destruction/Damage/Vandalism of Property	32
Robbery	4	All Other Larceny	28	Drug/Narcotic Violations	16
Aggravated Assault	14	Motor Vehicle Theft	13	Drug Equipment Violations	0
Simple Assault	54	Counterfeiting/Forgery	8	Incest	1
Intimidation (Assault)	39	False Pretenses/Swindle/Confidence Game	14	Pornography/Obscene Material	2
Arson	1	Credit Card/Automated Teller Machine Fraud	3	Weapon Law Violations	8
Extortion/Blackmail	0	Impersonation	0	Human Trafficking, Commercial Sex Acts	0
Burglary/Breaking & Entering	8	Wire Fraud	5	Animal Cruelty	1
				TOTAL: 312	

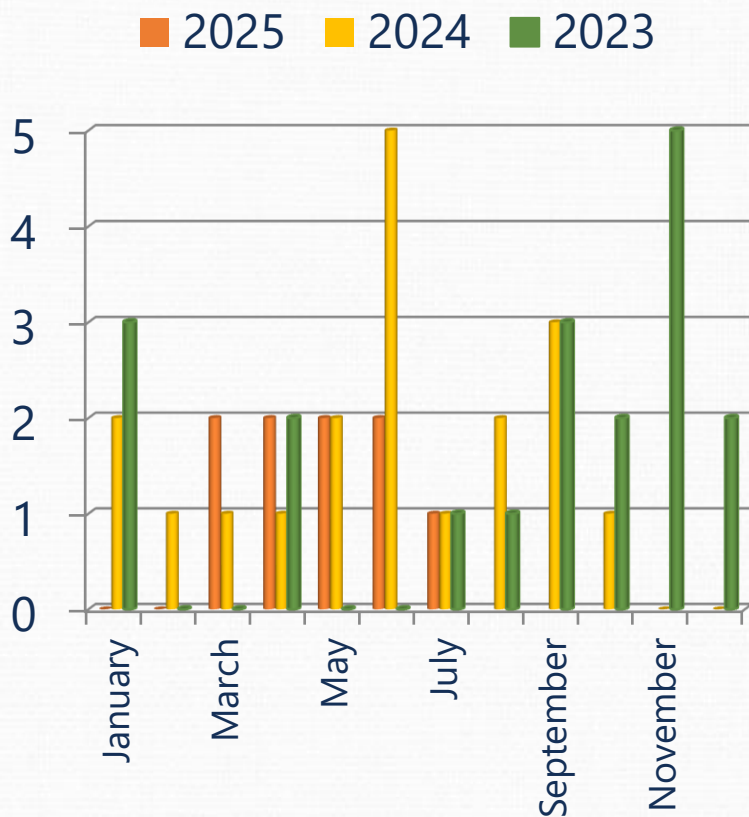
Group B Crimes

Curfew/Loitering/Vagrancy Violations	7
Disorderly Conduct	37
Driving Under the Influence	61
Family Offenses, Nonviolent	5
Liquor Law Violations	16
Trespass of Real Property	10
All Other Offenses	90

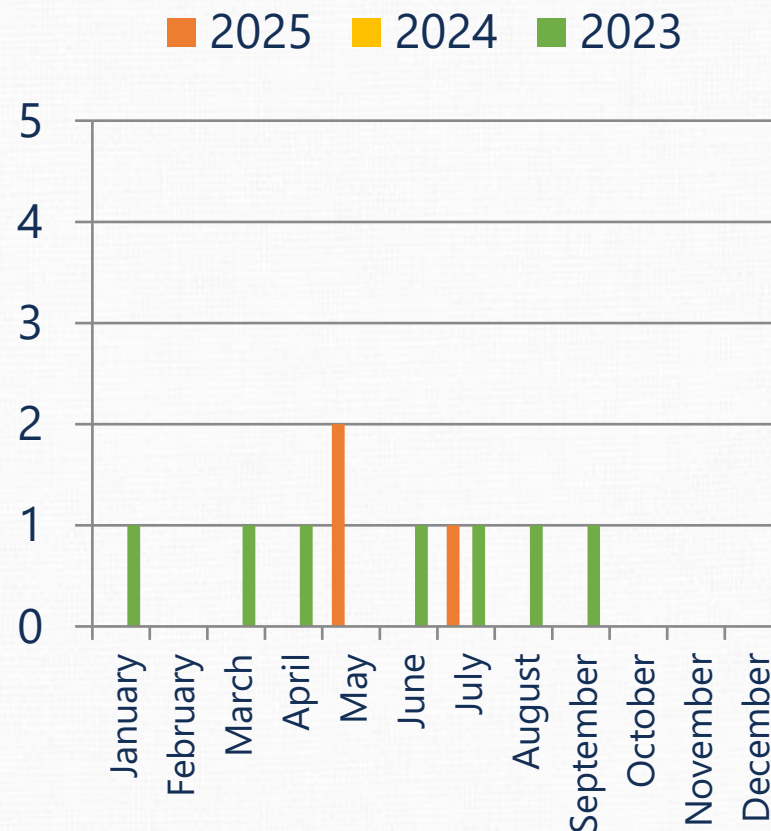
Total: 226

Disorderly and Nuisance Violations

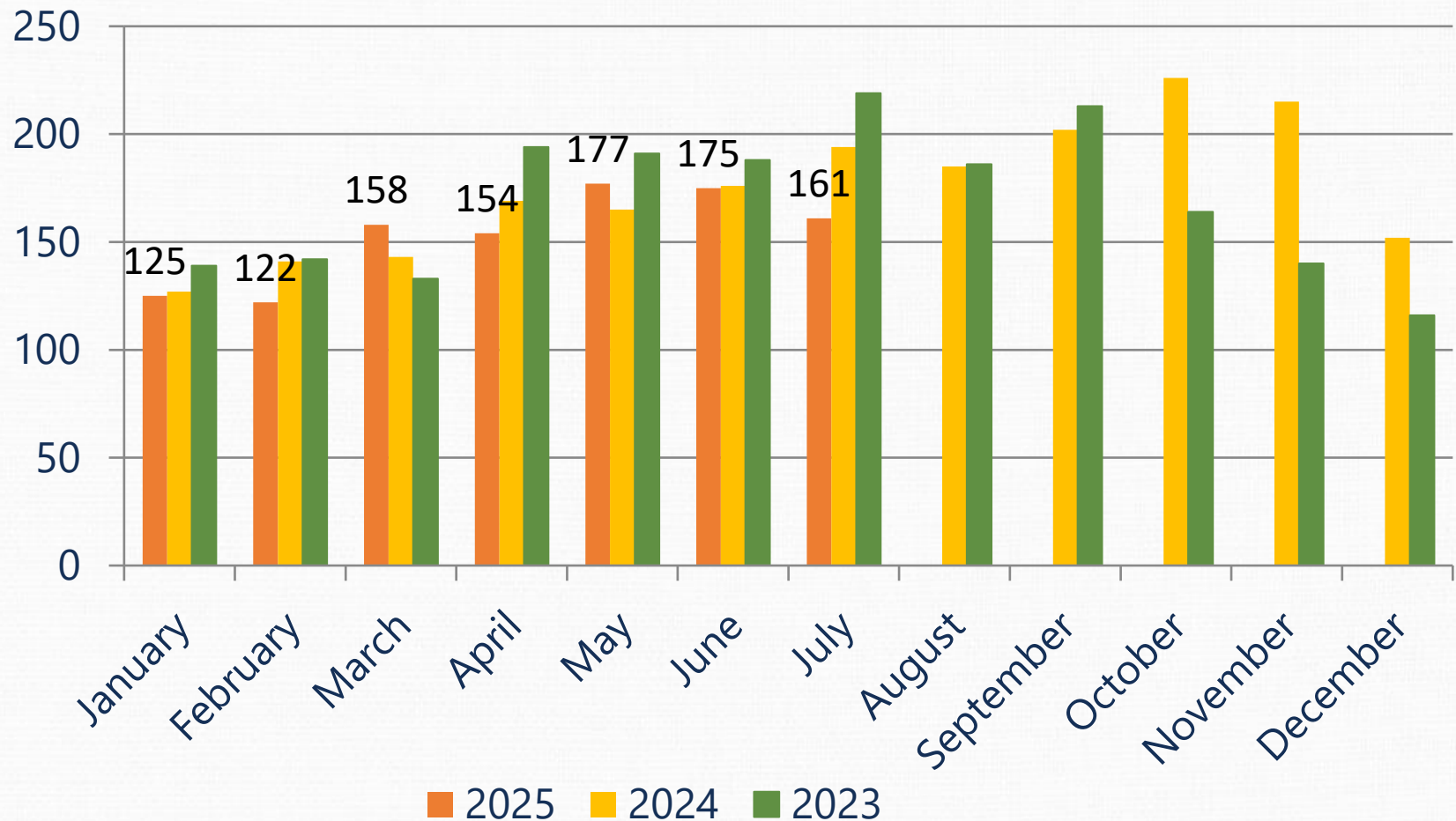
Disorderly Violations



Nuisance Violations



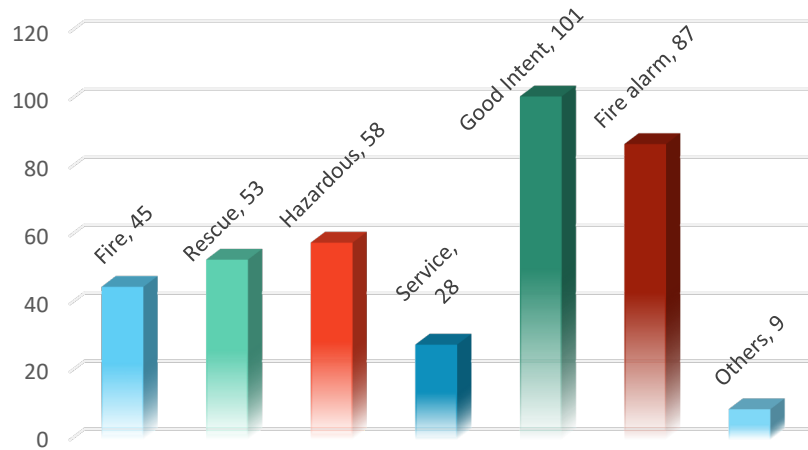
Animal Control Calls



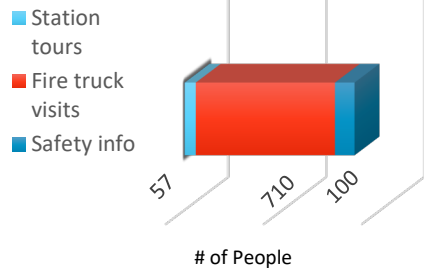
OWATONNA FIRE DEPARTMENT DASHBOARD

2025 STATISTICS

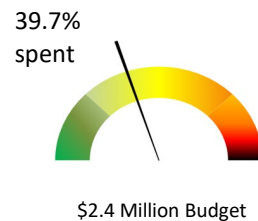
Incidents by Type



Public Education

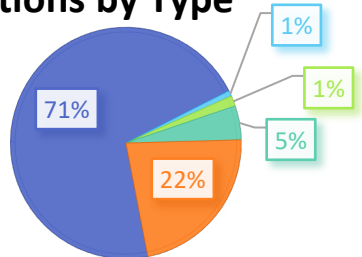


Expenditures



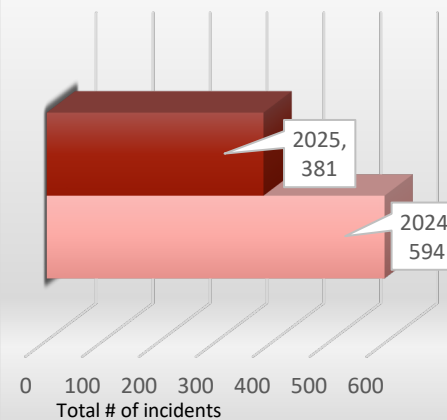
Inspections by Type

- Fire code
- Fire alarm system
- Sprinkler system
- Nuisance complaints
- Weed complaints

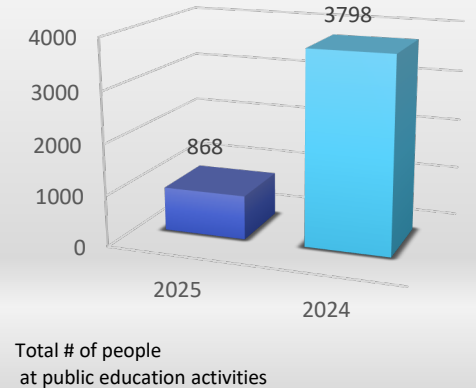


2025 VS 2024 STATISTICS

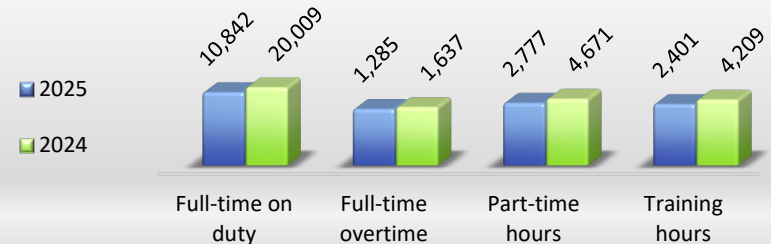
Incidents



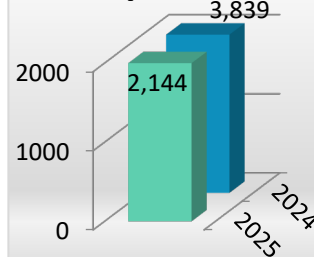
Public Education



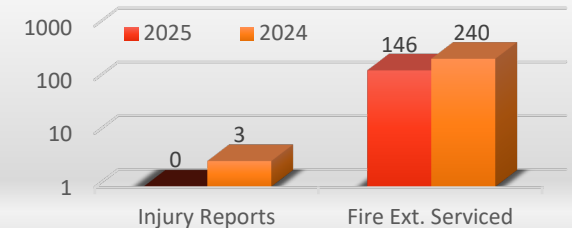
Staff Hours



Inspections



Safety Services



2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214	151	349	270	129	131	270						1514	2953
Fire alarm inspections	4	1	1	4	2	5	0						17	13
Sprinkler system inspections	7	3	1	4	12	1	3						31	66
Nuisance inspections	2	4	4	9	47	10	26						102	266
Weed inspections	0	0	0	0	140	179	161						480	742
Sprinkler system permits issued	3	2	3	2	1	4	4						19	26
Fire alarm system permits issued	1	1	0	3	3	0	3						11	21
Hood/Suppression system permits issued	1	1	0	0	0	0	0						2	2
Plan reviews	10	6	7	10	7	6	11						57	98
Code reviews	3	4	4	3	2	3	3						22	34
# Knox boxes checked	0	1	0	0	2	2	3						8	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0	0	0	20	0	0	37						57	460
# people given extinguisher demos	0	0	0	0	0	0	0						0	207
# people at truck visits	0	0	0	0	300	410	0						710	1840
# people fire safety information	30	0	50	0	0	20	0						100	1289
# people juvenile firesetters	0	0	0	0	1	0	0						1	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents	City incidents	51	34	39	39	50	46	64					323	521
	Rural incidents	4	7	10	14	8	4	8					55	70
	Mutual aid given	2	0	0	1	0	0	0					3	3
Monthly Totals		57	41	49	54	58	50	72					381	594
Type of Incidents	Fire	10	6	5	5	5	4	10					45	48
	Rescue calls	5	5	9	6	8	14	6					53	117
	Hazardous conditions	4	9	6	3	10	8	18					58	77
	Service calls	4	4	7	2	5	3	3					28	38
	Good intent calls	16	7	15	20	20	11	12					101	131
	Fire alarms	17	10	7	16	7	10	20					87	179
	Others	1	0	0	2	3	0	3					9	4
Monthly Totals		57	41	49	54	58	50	72					381	594
Total training hours		320.34	372.66	411.83	330.18	329.31	397.50	239.67					2401	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0	0	0	0	0	0	0						0	3
# lost work hours	0	0	0	0	0	0	0						0	0
# fire extinguishers serviced	70	0	19	57	0	0	0						146	240
TOTAL HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Full-time shift hours worked	1528.00	1344.00	1797.75	1561.00	1585.25	1464.00	1562.25						10842.25	20009.00
Full-time overtime hours worked	244.50	163.08	52.02	173.54	178.83	297.50	175.27						1284.74	1636.58
Paid-on-Call hours worked	388.25	389.75	447.00	408.50	376.75	390.75	376.00						2777.00	4671.00
Monthly Hours Worked Total	2160.75	1896.83	2296.77	2143.04	2140.83	2152.25	2113.52						14903.99	26316.58

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 30, 2025 to August 12, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	Vacant lot 17-686-0101with long grass/weeds as of 8/4/25	8/4/2025		8/20/2025			0.5
4 Avenue Southeast	The complaint vacant lot with long grass and weeds has been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
El Dorado Street Southeast	The vacant lot 17-623-0109 with long grass and weeds has been mowed as of July 29, 2025	7/29/2025			7/29/2025	Has been mowed.	0.5
Hartle Avenue	The vacant lot with long grass and weeds has been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
104 18 Street Southwest	Complaint: Tall weeds/grass haven't been cut all year. Weeds are between HyVee Gas dumpster and Scooter's entrance per complaint picture 9466.	8/5/2025	8/7/2025	8/17/2025			0.5
104 18 Street Southwest	Complaint: Blvd hasn't been cut all year.	8/12/2025	8/13/2025	8/23/2025			0.5
1120 Hoffman Drive North	Complaint: Garbage bag of used diapers were dumped on the corner of Hoffman and State.	8/12/2025					0.5
1122 Oak Avenue South	The complaint location with long gras and weeds in all yards has been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
115 School Street West	Long grass/weeds per complaint picture 9448 8/1//25	8/1/2025			8/4/2025	Has been mowed.	1
116 Selby Avenue	reinspection 9465 of the front yard of the complaint remains the same as of Aug 4, 2025. Need to sent another complaint violation notice due to the weed and nuisance issues in all yards. Couch chair remains on the front blvd as of Aug 8, 2025, Aug 11, 2025	8/4/2025	8/13/2025	8/23/2025		8/12/25 - Violation letter returned. Re-sent to forwarding address. 9609	1
117 Mill Street West	Reinspection pictures 9457 (front of house) and 9458 (east side of garage) as of Aug 4, 2025.	8/4/2025			8/5/2025	Has been mowed.	1
119 School Street West	Long grass/weeds per complaint picture 9472 as of 8/6/25	8/6/2025			8/7/2025	Has been mowed.	1
122 School Street West	Long grass/weeds per complaint picture 9453 as of 8/4/25	8/4/2025			8/6/2025	Has been mowed.	1
136 McKinley Street West	Long grass/weeds per complaint picture 9473 as of 8/6/25	8/6/2025	8/12/2025	8/22/2025	8/12/2025	Has been mowed.	1
145-181 22 Street Northwest	Complaint: Tall grass near 165-175 22nd St NW. See picture 9474 that show the mowed area	8/6/2025				No violation found at time of inspection.	0.5
157 South Street East	Long grass/weeds per complaint picture 9440 as of 7/30/25	7/30/2025			7/31/2025	Has been mowed.	1
1615 Eagle Ridge Street Northeast	Long grass/weeds in all yards per complaint picture 9483 as of 8/8/25	8/8/2025	8/12/2025	8/22/2025			0.5
1804 Northbrook Place Northeast	Long grass/weeds per complaint picture 9481as of 8/7/25. No home on lot due to fire.	8/7/2025	8/13/2025	8/23/2025			0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 30, 2025 to August 12, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
185 28 Street Northeast	Complaint: The shrub is close to encroaching the whole width of the sidewalk per complaint picture 9450.	8/1/2025	8/7/2025	8/17/2025	8/7/2025	Shrub has been cut.	1
1900 Hartle Avenue Southeast	Reinspection picture 9489 of the vacant lot as of 8/11/25. 8/12/25 - They have someone lined up to bale it as soon as they can, depending on the weather. 9609	8/11/2025		8/11/2025			0.5
2020 Cedar Avenue South	Complaint: Tall weeds on boulevard and around the Whole Sale building per complaint pictures 9467, 9468 as of 8/5/25.	8/5/2025	8/7/2025	8/17/2025			0.5
207 South Street East	All the complaint location yards with long grass and weeds have been mowed as of Aug 4, 2025.	8/4/2025			8/4/2025	Has been mowed.	0.5
2104 Harbour Oak Drive Southeast	9446 reinspection picture shows the vacant lot with long grass and weeds as of Aug 1, 2025.	8/1/2025			8/6/2025	Has been mowed.	1
219 Fremont Street East	Complaint: Mattress leaning up against a tree in the alley way per complaint picture 9464 as of 8/5/25.	8/5/2025			8/6/2025	Has been removed.	1
2215 Condor Place	Complaint: Tall grass per complaint picture 9475 as of 8/6/25	8/6/2025	8/7/2025	8/17/2025	8/7/2025	Has been mowed.	1
229 Park Street	Reinspection picture 9456 with long grass and weeds in all yard as of Aug 4, 2025. Need to call the lawn mowing service as of Aug 4, 2025	8/4/2025			8/11/2025	Has been mowed.	1
230 Riverside Avenue	The complaint location with misc junk items on the front boulevard area has been removed as of Aug 5, 2025	8/5/2025			8/5/2025	Have been removed.	0.5
239 Rice Street East	Long grass/weeds per complaint picture 9439 The complaint location with long grass and weeds has a reinspection picture 9487 as of Aug 11, 2025. Need to call the lawn mowing service as of Aug 11, 2025	7/30/2025	8/1/2025	8/11/2025			0.5
245 Larch Avenue	Long grass/weeds in all yards per complaint picture 9486 as of Aug 8, 2025	8/8/2025	8/12/2025	8/22/2025			0.5
246 Rice Street East	Long grass/weeds per complaint picture 9438	7/30/2025	8/1/2025	8/11/2025	8/4/2025	Has been mowed.	1
246 School Street East	Long grass/weeds with complaint picture 9429	7/29/2025	8/1/2025	8/11/2025	8/5/2025	Has been mowed.	1
247 Fremont Street East	Complaint: Tall weeds around garage.	8/5/2025	8/7/2025	8/17/2025	8/12/2025	Has been mowed.	1
248 & 248 1/2 Fremont Street East	Has been mowed.	8/5/2025			8/5/2025	Has been mowed.	0.5
251 Fremont Street East	Complaint pictures 9462 and 9465: Tall weeds around garage and east boulevard.	8/5/2025	8/7/2025	8/17/2025	8/12/2025	Has been mowed.	1
252 Broadway Street East	Long grass/weeds in all yards per complaint picture 9484 as of 8/8/25	8/8/2025	8/12/2025	8/22/2025	8/12/2025	Has been mowed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
July 30, 2025 to August 12, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
253 16 Street Northeast	Reinspection pictures 9459 (front of house with tall plants) and 9460 (backyard that has been mowed as of 8/4/25	8/4/2025			8/4/2025	Has been mowed.	0.5
2555 Lamada Place	Complaint: Tall grass per complaint picture 9476 as of 8/6/25	8/6/2025	8/7/2025	8/17/2025			0.5
267 Willow Avenue	The complaint tall weeds on the corner of Willow and Rose by the fire hydrant has been cut back as of Aug 1, 2025 per reinspection picture 9451	8/1/2025			8/1/2025	Have been cut.	0.5
2795 Park Drive	Complaint: Tall grass/weeds at a closed business per complaint picture 9471 as of 8/5/25.	8/5/2025	8/7/2025	8/17/2025			0.5
303 State Avenue	Long grass/weeds per complaint picture 9477 as of 8/7/25 Started to mowed the complaint yards as of 8/11/25.	8/7/2025	8/13/2025	8/23/2025			0.5
313 State Avenue Northwest	Long grass/weeds per complaint picture 9478 as of 8/7/25	8/7/2025			8/11/2025	Has been mowed.	1
320 Jenny Lane	Reinspection picture 9454 of the complaint location has not been mowed as of Aug 4, 2025 (all yards). Need to call the mowing service as of Aug 4, 2025. Not mowed as of Aug 5, 2025, Aug 6, 2025, Aug 7, 2025, Aug 8, 2025	8/4/2025		8/4/2025		8/12/25 - Contacted mower. 9609	0.5
321 Park Street	Long grass/weeds per complaint picture 9442	7/30/2025	8/1/2025	8/11/2025	8/1/2025	Has been mowed.	1
333 State Avenue	Long grass	8/7/2025				No violation found at the time of the inspection.	0.5
336 McKinley Street West	Long grass/weeds per complaint picture 9441	7/30/2025	8/1/2025	8/11/2025	8/8/2025	Has been mowed.	0.5
352 McKinley Street West	Long grass/weeds with complaint picture 9431 The complaint location with long grass and weeds in all yards has been mowed as of Aug 4, 2025	7/29/2025	8/1/2025	8/11/2025	8/1/2025	Has been mowed.	1
3627 County Road 45 North	Reinspection pictures 9425, 9426, 9427 of the areas around the closed business place with long grass and weeds. Need to call the mowing service. 7/31/25 - Contacted mower. 9609	7/25/2025		7/25/2025	8/5/2025	Has been mowed.	1
409 Sylvan Street	Complaint: Tall grass/weeds in backyard per complaint picture 9469 as of Aug 5, 2025.	8/5/2025	8/7/2025	8/17/2025			0.5
410 Elm Avenue South	Long grass/weeds in all yards	8/1/2025	8/5/2025	8/15/2025	8/12/2025	Has been mowed.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
July 30, 2025 to August 12, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
416 Sylvan Street	Reinspection picture 9398 with long grass and weeds as of July 22, 2025. Need to call lawn mowing service. 7/31/25 - Contacted mower. 9609	7/22/2025		7/21/2025	8/5/2025	Has been mowed.	1
430 Elm Avenue South	Long grass/weeds with complaint picture 9430	7/29/2025	8/1/2025	8/11/2025	8/6/2025	Has been mowed.	1
450 Stoneridge Lane Northeast	Complaint: Tall weeds along north property line per pictures 9452 and 9461	8/1/2025			8/8/2025	Has been cut.	1
480 Stoneridge Lane Northeast	Tall grass on vacant lot	8/7/2025			8/8/2025	Has been cut.	1
505 State Avenue	Long grass/weeds per complaint picture 9479 as of 8/7/25	8/7/2025			8/8/2025	Has been mowed.	1
505 State Avenue		8/8/2025			8/8/2025		0.5
508 24 Street Northeast	Long grass/weeds per complaint picture 9443	7/30/2025	8/1/2025	8/11/2025	8/11/2025	Has been mowed.	1
609 Harriet Avenue	9447 reinspection picture shows the complaint location with continued long grass and weeds in all yards as of Aug 1, 2025.	8/1/2025		8/1/2025	8/5/2025	Has been mowed.	1
610 20 Street Northeast	Complaint: Tall weeds	8/1/2025				No violation found at time of inspection.	0.5
613 Vine Street East	Long grass/weeds in all yards per complaint picture 9485 as of 8/8/25	8/8/2025	8/12/2025	8/22/2025			0.5
615 Linn Avenue	The complaint long grass and weeds at the complaint lawn yards have been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
655 24 Street Northeast	The complaint location with long grass and weeds in all yards has been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
728 Cedar Avenue North	The complaint location with long grass and weeds along the north side of the building has been mowed as of Aug 4, 2025	8/4/2025			8/4/2025	Has been mowed.	0.5
750 Lemond Road	Long grass/weeds per complaint picture 9444 7/31/25	7/31/2025	8/5/2025	8/15/2025	8/4/2025	Has been mowed.	1
809 Cedar Avenue North	complaint locations have been mowed as of July 29, 2025	7/29/2025			7/29/2025	Has been mowed.	0.5
829 Escalade Lane Southeast	The vacant lot 17-619-0117 with long grass and weeds has been mowed as of July 29, 2025	7/29/2025			7/29/2025	Has been mowed.	0.5
859 Escalade Lane Southeast	The vacant lot 17-619-0116 with long grass and weeds has been mowed as of July 29, 2025	7/29/2025			7/29/2025	Has been mowed.	0.5
865 Escalade Lane	The vacant lot 17-619-0115 with long grass and weeds has been mowed as of July 29, 2025	7/29/2025			7/29/2025	Has been mowed.	0.5



CITY OF
OWATONNA

Licenses Permits

Events Permit Application**EP-25-40**

Submitted On: Aug 13, 2025

Applicant Casie DeVos

@ cdevos@isd761.org

Event Information**Event Name**

Homecoming Parade 2025

Event Contact

Casie DeVos

Location of Event

Downtown Owatonna--starting at OPS District Office

Description of Event

Homecoming Parade

Event Set Up Date

09/19/2025

Event Set Up Time

12:00 pm

Actual Event Date

09/19/2025

Actual Event Time

1:30 pm

Clean Up Date

09/19/2025

Clean Up Time

3:30 pm

Rain Date: In the event of inclement weather, will the event be postponed or canceled?

Canceled

Estimated Attendance

7000

Application Information**Sponsoring Organization Name**

OHS Student Council

Mailing Address

1455 18th St SE

City /State/Zip

Owatonna, MN 55060

Primary Contact**Name : Casie DeVos****Email Address : cdevos@isd761.org****Primary On-site Contact****Name: Casie DeVos****Website Address : www.isd761.org****Alternate On-site****Contact: Kory Kath**

Refer Media or Citizen Inquiries To:

Name

Casie DeVos

Event Features

City Streets or Right-of-Way

Yes

Start/End Time

1:00

Date

09/19/2025

Name of Requested Street(s)

N Cedar Ave, Broadway--I can send map.

Alleys

Yes

Start/End Time

1:00

Date

09/19/2025

Name of Requested Alley(s)

By the District Office

City Sidewalks or Trails

No

Public Parking Lots or Spaces

No

Parks

No

Will any signs/banners be put up?

No

Will there be any inflatables?

No

Will there be entertainment?

No

Will sound amplification be used?

Yes

Type

Music on floats

Hours

1.5 hours

Will sound be amplified after 10:00pm?

No

Sound amplified after 10:00 p.m. will require an Exception to the City's Noise Ordinance. There is a \$150 fee for an Exception to the City's Noise Ordinance which must be paid with this Event Application

Will a stage or tent(s) be set up?

No

Will there be temporary fencing?

Yes

Dimensions

if we need barriers to keep people back

Will merchandise/food items be sold?

No

Will food be prepared on site?

No

Will alcohol be sold?

No

Will this event require a Temporary Liquor Permit?

No

Will there be a fireworks display?

No

Describe power needs and location of power source

None.

Describe level of advertisement

Radio, social media, newspaper

Have adjacent property owners been notified of this event?

No

Will the event need barricade(s)?

Yes

Number Needed

6

Size Needed

Medium

Event organizer is responsible for pickup and return of barricades at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-456-5028 to make arrangements. Fees may apply.

Will the event need cones?

Yes

Number Needed

100

Size Needed

Medium

Event organizer is responsible for pickup and return of cones at the City Shop, 1100 Industrial Blvd., Monday-Friday 7 AM to 3 PM. Please call 507-774-7050 to make arrangements". Fees may apply.

Will Central Park Stage be used?

No

Will there be any horses?

No

Describe trash removal and cleanup plan during and after event

Students and staff will clean up, along with volunteers. The city has been great to work with to get the barricades moved. We appreciate everyone's willingness.

Will event need traffic control?

Yes

Contact Owatonna Police Department for assistance, 507-451-8232

Describe crowd control procedure to ensure the safety of participants and spectators

Staff and volunteers will be walking to stop people from going in the road, we might want to consider strings, but I am not sure if that will help.

Will "No Parking" signs be needed?

Yes

Number Needed

50

Fees may apply, show location(s) on site map.

Will event need security?

No

Will event need Emergency Medical Services?

No

Describe the emergency action plan if severe weather should arise?

We will call 911.

Please provide contact information for responsible party during event to advise of severe weather notifications:

Name

Casie DeVos



- 1.) Hayracks depart Radel Pavillion and head North on Austin Road, connecting with Grove St.
- 2.) Hayracks will load students in front of OHS along Grove St. and Convertibles will load students/dignitaries in the Staff Parking Lot along School Street.
 - a.) Order will be established at spot 2 as the parade sets.
- 3.) Official start of the parade at Broadway & Grove
 - a.) Parade will travel West on Broadway
- 4.) North on N. Cedar Ave
- 5.) Conclude at the corner of E. Rose St. and N. Cedar Ave.
- 6.) Parade will then return to OHS to dismantle. Hayracks will be returned to families throughout the afternoon.

Graphic 2: Barriers Noted:

Police Escort needed from the Radel Pavillion, through loading, and through parade route

Main Street assistance needed to cross

Barricades on

- Grove and Broadway
- S. Broadway
- West Vine St. & N. Cedar Ave.
- East Vine St. & N. Cedar Ave.
- East Pearl St. & N. Cedar Ave.
- West Pearl St. & N. Cedar Ave.
- West Rose & N. Cedar Ave.
- Both sides N. Elm Ave & Broadway

Crowd barrier for:

- West Broadway St. & Central Park
- Broadway St. & N. Cedar Ave.





CITY OF
OWATONNA

Miscellaneous



DATE: August 19, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Certificate of Substantial Completion - West Lake Meadows Public Improvements

Purpose:

Requesting City Council Acceptance of the Certificate of Substantial Completion for the Public Improvements (18th St NW) completed as part of the West Lake Meadows Apartment Complex Project located on 24th Avenue NW.

Background:

Public Improvements were part of the development agreement entered into by the City, Owatonna Public Utilities and West Lake Meadows of Owatonna, LLC on June 6, 2022. These improvements included construction of public street, 18th Street NW, including sanitary sewer main, watermain, sidewalk, storm water treatment, and traffic signage.

The date of substantial completion of the project shall be July 1, 2025 and shall mark the start of the three year warranty period. All applicable warranties shall be in place as required by the agreement and warranty bond shall be provided to the City for our records.

Budget Impact:

There is no budget impact to certifying completion, all applicable fees incurred by the developer have been satisfied.

Staff Recommendation:

Staff recommends acceptance of the completed project with the warranty period effective July 1, 2025.

Attachments:

1. Certificate of Completion - West Lake Meadows
2. Land Development Agreement - West Lake Meadows

CERTIFICATE OF COMPLETION

City of Owatonna, Minnesota, a Minnesota municipal corporation (the “**City**”), and **Owatonna Public Utilities**, an entity under the Owatonna City Charter (“**OPU**”), make this Certificate of Completion (this “**Certificate**”) effective as of August 19, 2025 (the “**Effective Date**”).

RECITALS

- A. The City, OPU and West Lake Meadows of Owatonna, LLC, a Minnesota limited liability company (the “**Owner**”), are parties to that certain Land Development Agreement dated June 8, 2022, and recorded June 10, 2022, as Document No. A000443188 in the Office of the County Recorder, Steele County, Minnesota (the “**Agreement**”), regarding property legally described as Lots 1, 2, 3, 4 and 5, Block 1, Westlake Meadows, Steele County, Minnesota (the “**Property**”).
- B. Owner has satisfactorily completed all of the Public Improvements (as defined in the Agreement), paid all fees and complied with all terms of the Agreement.
- C. Owner has requested, and the City and OPU have agreed, to provide this Certificate.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and OPU certify and agree as follows:

- 1. Owner has satisfactorily completed all of the Public Improvements in compliance with the terms and conditions of the Agreement, paid all fees and is in compliance with all terms of the Agreement.
- 2. The City has accepted the Public Improvements, the Public Improvements are City property and Owner shall have no responsibility with respect to the maintenance of such Public Improvements.
- 3. This Certificate shall be recorded against the Property.

[Remainder of page intentionally left blank. Signature page follows.]

**SIGNATURE PAGE TO
CERTIFICATE OF COMPLETION**

The City and OPU have executed this Certificate as of the Effective Date.

City of Owatonna

By _____
Matt Jessop
Its Mayor

By _____
Jenna Tuma
Its City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Matt Jessop and Jenna Tuma, the Mayor and City Administrator, respectively, of the City of Owatonna, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Owatonna Public Utilities

By _____
Roger Warehime
Its General Manager

STATE OF MINNESOTA)
) SS
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Roger Warehime, the General Manager of Owatonna Public Utilities, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Rinke Noonan (HAM)
1015 W. St. Germain St., Suite 300
P.O. Box 1497
St. Cloud, MN 56302-1497
(320) 251-6700
File No. 28125-0023

LAND DEVELOPMENT AGREEMENT
WESTLAKE MEADOWS

THIS AGREEMENT, is made and entered into as of June 8, 2022 (the "Effective Date"), by and between WEST LAKE MEADOWS OF OWATONNA, LLC, a Minnesota limited liability company (herein the "Owner") and CITY OF OWATONNA, MINNESOTA, a Minnesota Municipal Corporation (herein the "City") and OWATONNA PUBLIC UTILITIES an entity under the Owatonna City Charter (herein the "OPU").

WHEREAS, the Owner, OPU, and the City agree that this Agreement shall serve to facilitate the orderly and efficient development of a multifamily apartment housing project (the "Project") to the mutual benefit of the Owner, OPU and the City;

WHEREAS, the City has approved the Final Plat of Westlake Meadows, attached as Exhibit A (the "Plat") and legally described as Exhibit B, on April 19, 2022 (the "Property");

WHEREAS, the City and OPU have outlined certain public improvements and/or facilities which in part provide needed infrastructure for the development of the Property;

WHEREAS, the City agrees to allow the development to proceed subject to the execution of this Agreement that addresses the impacts of the Project on the public infrastructure.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, and for other good and valuable consideration, the parties agree to the following:

I. OWNER'S OBLIGATIONS

- A. Property Development. The Owner shall record the Plat in accordance with the City's Subdivision Ordinance prior to the completion of the infrastructure improvements.
- B. Removals. The Owner acknowledges that there are no wells or septic systems within the Property.
- C. Grading, Drainage, Erosion Control, Utility Lines. The Owner agrees to complete the grading and drainage improvements and install the erosion control facilities and utilities for each phase of the Project in accordance with the construction



plans and specifications for the Project prepared by Campion Engineering Services, Inc. (the "Owner Engineer") dated April 25, 2022, Project No. 21-020, consisting of 14 sheets (the "Plans");

1. The Owner shall be responsible for installing and maintaining all necessary temporary erosion and sediment control measure to be in compliance with the City of Owatonna Construction Stormwater Ordinance and the MPCA Construction Stormwater Permit and any applicable rules and regulations.
 2. The Owner shall be responsible for construction of all required permanent stormwater control measures. The stormwater control measures shall be in accordance with City, MPCA and any other applicable standards.
 - a. Owner grants the City a limited access license for inspection of stormwater control and treatment measures. If the stormwater control and treatment measures are found to be out of compliance, then following notice of such noncompliance and an opportunity to cure as provided in this Agreement, the City may repair the measures at the property owner's expense for actual costs incurred.
 - b. The permanent stormwater improvements will be privately owned and an easement and operation agreement reasonably acceptable to the City shall be recorded describing responsibility for the operation and maintenance of the private stormwater improvements on the Property.
 3. The Owner will be responsible for the design and construction of all utility improvements, including but not limited to: sanitary sewer, watermain, storm sewer, etc., as set forth on the Plans and in accordance with applicable City rules and regulations.
 4. The Owner shall provide the City Engineer with copies of utility layout plans, as provided by the electrical, telephone, gas, and cable companies prior to construction commencing for each such utility.
- D. Roadway Improvements. The Owner will construct the public roadway within the Project (18th Street NW) in accordance with the Plans and the design standards set forth by the City.
1. The public right-of-way for 18th Street NW and any public easements are dedicated on the Plat.
 2. 18th Street NW will not be required to be constructed at this time. City and the Owner agree that 18th Street NW will be constructed within 3 years of the Effective Date OR in conjunction with Phase 2 of the Project.

3. The Owner shall reimburse OPU for any streetlights on 18th Street NW that are deemed necessary for this development in accordance with OPU's standard policy at a cost not to exceed \$3,000 per light.
- E. Development Plans. The Project shall be developed and constructed in accordance with the Plans. The "Public Improvements" shall consist of the 18th Street NW improvements as shown on the attached Exhibit C and the Plans and the Public Improvements shall be constructed in accordance with the following:
1. Construction of 18th Street NW connecting to 24th Avenue NW and extending easterly approximately 605 feet. The street will be constructed to a 10-ton bituminous street that is 36 feet in width from the face to the face of curbing. A left turn lane will be provided at the entrance to 24th Avenue NW. No parking will be permitted on this street. The Owner shall be responsible for all grading, construction, and surfacing of 18th Street NW, including installation of an approved turn around area for snow plows and emergency vehicles.
 - a. Construction observation shall be completed by an individual with the appropriate MNDOT Certifications, including but not limited to: grading and base, aggregate production, concrete I & II, etc.
 - b. Test results in accordance with the Minnesota Department of Transportation Schedule of Materials control shall be performed by a qualified testing agency and shall be submitted to the City.
 - c. Testing as required for utilities shall be submitted to the City, including but not limited to: sanitary sewer pressure and mandrel testing along with video inspection, watermain bacteria testing and pressure testing.
 - d. Construction schedule shall be submitted to the City and updated as changes occur.
 2. An eight-inch public sanitary sewer main will be constructed from an existing manhole in 24th Avenue NW to the eastern end of 18th Street NW. One service line will be constructed to service the future land to the north.
 3. A twelve-inch public water main will be constructed from a new connection to the watermain along 24th Avenue NW to the eastern end of the newly constructed 18th Street NW. Two water services will be installed to service each side of the street. Two additional fire hydrants will also be installed with one at the end of 18th Street NW and one approximately 500 feet to the east of the intersection with 24th Avenue NW.
 - a. The Owner's Engineer estimates that the cost to oversize the watermain from 8" to 12" (the "Watermain Oversizing") is \$31,330.

- b. OPU will reimburse the Owner for the actual cost of the Watermain Oversizing within 30 days following receipt of an invoice from the Owner for such cost. OPU reserves the right to withhold said payment until such time which the public watermain has been constructed, including having had passed all applicable inspections and tests, all work completed, and the watermain has been accepted by OPU.
 4. A five-foot wide sidewalk shall be constructed on the south side of 18th Street NW. Grading shall be provided on the north side of the street that would allow for future construction by the adjoining landowner of a five-foot wide sidewalk in the future.
 5. A fee in an amount equal to 1% of the Owner Engineer's estimated cost of the Public Improvements (excluding the estimated cost of the Watermain Oversizing) shall be submitted to the City Engineer for City oversight of the public infrastructure prior to commencing construction of the Public Improvements.
 6. Any variation from the Plans shall be approved by the City Engineer in writing prior to making any changes, which approval shall not be unreasonably withheld, conditioned or delayed.
 7. As-Built construction plans of the Public Improvements prepared by the Owner's Engineer shall be submitted to the City within 90 days of completion thereof.
 8. Upon Owner's substantial completion of the Public Improvements and final written acceptance by the City the Public Improvements shall become City property. Upon Owner's substantial completion of the Public Improvements, and the submittal to the City of the documents in Section E.I. and Section L., the City Engineer shall inspect the Public Improvements and notify Owner in writing and with adequate detail if any of such Public Improvements do not conform to the requirements of this Agreement and what measures will be necessary, in the City Engineer's reasonable opinion, for the City to accept such improvements. Upon Owner's compliance with this Agreement with respect to the Public Improvements, the City or the City Engineer shall give formal notice of acceptance to Owner and thereafter Owner shall have no responsibility with respect to the maintenance of the Public Improvements. The City's inspection and acceptance of the Public Improvements subject to Section K. shall not be unreasonably withheld, conditioned or delayed.
- F. Stormwater. The Owner acknowledges that the City has stormwater requirements that need to be met for all development projects. Stormwater responsibilities on the Property will be all constructed and maintained by the Owner. The Owner hereby acknowledges that they are taking in stormwater from the public catch

basins on 18th Street NW and will be treating that stormwater. The City will own and maintain the catch basins within the 18th Street NW right-of-way.

- G. Traffic Improvements. The Owner shall pay for all street signs, within the Project as required by the Ordinance for the City and Minnesota Uniform Traffic Control Manual. This includes a street sign and a stop sign at the new intersection. The City will install these signs and invoice the Owner for the actual costs thereof.
- H. Permits. The Owner shall obtain all necessary permits for the construction within the Property.
- I. Recording Fee. The Owner shall pay the recording fee for the recording of this Agreement at the Steele County Recorder's office.
- J. License. The Owner hereby grants the City, its agents, and employees a limited license to enter the Property at reasonable times upon reasonable notice to Owner to perform periodic inspections or observations of the work as deemed reasonably appropriate by the City.
- K. Warranty. The Owner warrants all Public Improvements against poor material and faulty workmanship for a period of three (3) years after its completion.
- L. Inspection. Owner agrees to hire Owner Engineer or other suitably qualified consultant to inspect and test the construction of the Public Improvements on a regular and routine basis including the sewage collection system, water distribution, roadways and stormwater systems. Material testing to be paid for by the Owner and completed by a certified testing agency.

Owner agrees to hire Westwood Professional Services or other suitably qualified consultant to provide construction staking for the construction of all improvements.

The Owner hereby grants the City, its agents, officials, and engineers, a license to enter onto the Property at reasonable times upon reasonable notice to Owner for purposes of undertaking its own inspections at the City's discretion, and at the City's sole expense. City agrees to indemnify Owner, their Governors, Managers, Members, Officers and Agents including but not limited to Owner Engineer and hold them harmless from any and all claims, demands, actions, causes of action, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of any entry authorized by City onto the Property except if the claim arises from negligence caused by the Owner.

- M. Security. Prior to commencement of the Public Improvements, Owner shall deliver to City a performance bond, letter of credit, cash, other acceptable financial surety, or a combination thereof, in an amount equal to 125 % of the Owner Engineer's estimated cost of the Public Improvements (excluding the estimated cost of the Watermain Oversizing) (the "Security") to ensure completion of the Public Improvements. Such estimated costs as of the Effective

Date are \$345,165.75 and estimated Security of \$431,457.19. The Security will be released by the City once the Public Improvements have been accepted by the City or the City Engineer as provided in this Agreement.

The City is hereby granted the option, but not the obligation, to complete or cause completion in whole or part of all of the Owner's obligations under this Agreement for which the Security is required if the Owner defaults with respect to any term or condition in this Agreement for which Security is required and fails to cure such default(s) within thirty (30) days after receipt of written notice thereof from the City; provided, however, if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days, it shall not be a default if the Owner has initiated and is diligently pursuing such cure. The Owner acknowledges that the City does not assume any obligations or duties of the Owner with respect to any such contract agreements unless the City shall agree in writing to do so.

The City may make a claim against the Security, as appropriate, following Owner's failure to cure such default after the notice and cure period set forth in the foregoing paragraph, or if the Security is allowed to lapse prior to the end of the required term.

- N. Monuments. Monuments of a permanent character shall be placed at the corners of all lots created by the subdivision and located as required by Minnesota Statute Section 505.021. Building permits will not be issued until such monuments are placed. A verification letter shall be submitted to the City from the Owner's Surveyor stating the monuments have been placed.
- O. Owner's Responsibility for Code Violations. In the event of a violation of City Code relating to use of the property construction thereon or failure to fulfill an obligation imposed upon the Owner pursuant to this Agreement, City shall give the developer written notice after which the Owner shall have 30 days within which to cure such violation, and provided, further, if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days, it shall not be a default if the Owner has initiated and is diligently pursuing such cure. The City need not issue a building or occupancy permit for construction or occupancy on the Property if the Owner is in default beyond all notice and cure periods.
- P. Owner's Responsibility for its Contractors. Owner shall release, hold harmless, defend and indemnify City, its elected and appointed officials, employees and agents ("Indemnified Parties") from and against any and all claims, demands, lawsuits, complaints, loss, costs (including attorneys' fees), damages and injunctions relating to any acts, failures to act, errors, omissions of Owner or Owner's consultants, contractors, subcontractors, suppliers and agents. Owner shall not be released from its responsibilities to release, defend, hold harmless and indemnify City of Indemnified Parties to the extent provided in this Agreement because of any inspection, review or approval by City.

II. CITY'S OBLIGATIONS

- A. The City has approved the Project and the Plat. The City shall allow the Owner to record the Plat prior to completion of the infrastructure.
- B. The City will issue building permits for Lots 1, 2 & 3 once the Plat is considered of record and the permits are ready to issue.
- C. No building permits will be issued for Lots 4 & 5 until Owner has commenced construction of the Public Improvements.

III. EVENTS OF DEFAULT

- A. Events of Default. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- 1. Failure of a party to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.
- 2. If the Owner shall:
 - a. File any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
 - b. Make an assignment for the benefit of its creditors; or
 - c. Admit in writing its inability to pay its debts generally as they become due; or
 - d. Be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Owner as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee, or liquidator of the Owner, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Owner, and shall not be discharged within sixty (60) days after such appointment, or if the Owner, shall consent to or acquiesce in such appointment.

- B. Enforcements.

- 1. In the event of a party's default hereunder which is not cured within thirty (30) days after written notice thereof describing with specificity the nature

of the default asserted, to the defaulting party, provided, however, if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days, it shall not be a default if the party has initiated and is diligently pursuing such cure, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default either to restrain any violation or recover damages, or both. In addition, and without limitation, the parties shall have the following specific rights and remedies.

- a. With respect to matters that are capable of being corrected by the non-defaulting party, a non-defaulting party may, following the defaulting party's failure to cure a default after written notice and the applicable cure period as provided herein, at its option enter upon the Property for the purpose of correcting the default and the non-defaulting party's reasonable actual costs in correcting same shall be paid by the defaulting party to the non-defaulting party within 10 days following receipt of an invoice and reasonable documentation substantiating such costs.
2. Reimbursement. Any out-of-pocket amounts expended by the non-defaulting party in enforcing this Agreement, shall be reimbursed or paid to the non-defaulting party within 10 days following receipt of an invoice and reasonable documentation substantiating such costs.
3. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party pursuant to Section III(E)(1)(a) and III(E)(2) above which are not timely paid at the rate of the Prime Rate as established from time to time by U.S. Bank, Rochester, Minnesota, plus two percent per annum (the "Interest Rate") from the date payment should have been made by the defaulting party until the date actually paid.
4. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
5. Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

IV. OWNER'S INSURANCE

The Owner shall not commence work under this Agreement until it has obtained, or caused its contractor or contractors to obtain the following insurance coverage:

A. COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE:

Commercial General Liability Insurance covering personal injury, including death, and claims for property damage which may arise out of Owner's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and not less than \$1,500,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,500,000 or more. All such insurance shall be maintained for a term of 3 years after the City has accepted the Public Improvements as provided herein. Insurance required to be maintained by Owner under this Section shall be evidenced by carrier's certificates of insurance filed with the City Engineer before commencement of any work. Certificates of insurance for insurance required by Owner under this Section shall name the City of Owatonna as an "additional insured."

B. WORKERS' COMPENSATION INSURANCE:

The Owner's contractor or contractors shall take out and maintain during the construction of any work "Workers' Compensation Insurance" for all of its employees employed at the site of the project and in case of any work is sublet the Owner shall require the subcontractor similarly to provide "Workers' Compensation Insurance" for all of the latter's employees unless such employees are covered by the protection afforded by the Owner, in case any class of employee engaged in hazardous work under this Agreement at the site of the project is not protected under the Workers' Compensation Statute, the Owner shall provide, and shall cause such subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

C. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE:

The Owner's professional contractors, (e.g. engineers, architects, etc.), shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of \$1,000,000.00 for a term of 3 years after the City has accepted the Public Improvements provided herein. The Owner shall provide evidence of compliance with these insurance requirements by providing a certificate of insurance naming the City as an additional insured.

GENERAL PROVISIONS

- A. Waiver and Amendment. This Agreement shall not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by all of the parties.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. There are no understandings, agreements, or

representations, oral or written, beyond those specified in this Agreement regarding such subject matter.

- C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and/or assigns.
- D. Compliance with Laws / Standards. Owner shall abide by all Federal, State and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this project.
- E. Severability. Invalidation of any of the provisions in this Agreement by judgment or court order shall in no way effect any of the other provisions, which other provision shall remain in full force and effect.
- F. Force Majeure. If a party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes, walk-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, contractor delays, or other similar causes beyond such party's control, performance by such party will be extended for the period of time attributable to such causes.
- G. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- H. Notices. Any notice or election herein required or permitted to be given or serviced by any party hereto upon the other will be in writing and delivered in person, by recognized overnight delivery service (i.e., Federal Express, UPS, etc.), or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Owner: West Lake Meadows of Owatonna, LLC
 Attention: Steve Kuepers
 17018 Commercial Park Road
 Brainerd, MN 56401

If to the City: City of Owatonna
 Attention: City Administrator
 540 West Hills Circle
 Owatonna, MN 55060

If to OPU: Owatonna Public Utilities
 Attention: General Manager
 208 Walnut Avenue
 Owatonna, MN 55060

Any such communication, if mailed as provided herein, will be deemed to have been received on the expiration of three (3) business days after mailing. Any such communication, if sent by recognized overnight delivery service (i.e., Federal Express, UPS, etc.) will be deemed to have been received on the first business day after the communication is sent by such means. Any communication personally delivered will be deemed to have been given upon delivery thereof in the manner above provided on the date delivered. If the last day of a period within which either party is required or allowed to provide a notice, demand, offer, election, acceptance or other communication hereunder should fall upon a Saturday, Sunday or legal holiday, then the next full business day will be included in such period and such notice, offer, demand, request or communication may be made and given on such next full business day.

- I. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and emailed pdf signatures shall be sufficient for all purposes.
- J. The City and OPU agree, from time to time, within ten (10) days after written request by the Owner, to execute, acknowledge and deliver to and in favor of any proposed lender or other party designated by Owner an estoppel certificate, in a form reasonably satisfactory to the City, OPU and to said party requesting said certificate, a certificate stating whether: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified or amended, or if so, identifying and describing any such modification or amendment; and (c) the City and OPU have no notice of any default on the part of the Owner or any other claim against the Owner, or if so, specifying the nature of said default or claim.
- K. Upon request by the Owner, the City and OPU shall provide a recordable certificate of completion within a reasonable period of time, upon the satisfactory completion of the Public Improvements and satisfactory compliance with all terms of this Agreement.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

CITY OF OWATONNA, a Minnesota
Municipal Corporation

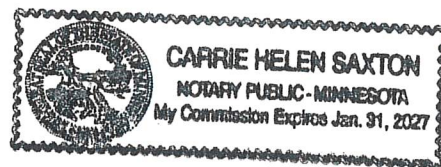
By Thomas A. Kuntz
Its Mayor

Attest: Kris M. Busse
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by Thomas Kuntz and Kris Busse, the Mayor and City Clerk, respectively, of the City of Owatonna, a Minnesota municipal corporation, on behalf of the corporation.

Carrie Helen Saxton
Notary Public



My commission expires Jan 31, 2027.

OWNER:

West Lake Meadows of Owatonna, LLC,
A Minnesota limited liability company

By: _____

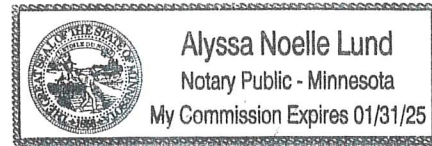
Steve Kuepers, Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 6th day of June, 2022, by Steve Kuepers, the Chief Manager of West Lake Meadows of Owatonna, LLC, a Minnesota limited liability company, on behalf of the company.

Alyssa Noelle Lund
Notary Public

My commission expires 1/31/25.



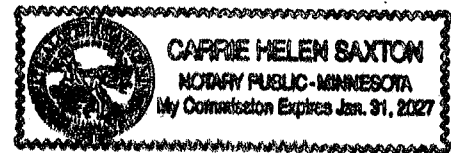
OWATONNA PUBLIC UTILITIES,
A Minnesota Municipal Corporation

By: Roger E. Warehime
Its: General Manager

STATE OF MINNESOTA)
) ss
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by Roger Warehime, the General Manager, respectively, Owatonna Public Utilities, a Minnesota municipal corporation, on behalf of the corporation.

Carrie Helen Saxton
Notary Public



My commission expires Jan 31, 2027.

THIS DOCUMENT DRAFTED BY:
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

Exhibit A

(Final Plat of Westlake Meadows)

(See attached)

Exhibit B

(Property Legal Description)

Lots 1, 2, 3, 4 and 5, Block 1, Westlake Meadows, Steele County, Minnesota.

Exhibit C

(Public Improvements)

(See attached)



CITY OF
OWATONNA

Finance Report

RECAP:

\$

53,592.14 AvFuel Corp - Airport fuel for resale
24,267.12 Central Farm Service - fleet fuel
26,242.86 Clifton Larson Allen LLP
- 2025 Audit - HRA installment #4 - \$525.00
- 2025 Audit - City installment #4 & 5 - \$25,717.86
199,349.92 Crane Creek Asphalt - asphalt
39,387.42 John Deer Financial
- 2024 John Deere FC20R Flex Wing Rotary Cutter - \$38,440.00 - Airport
- Window and seal - \$947.42 - Airport
202,908.29 Near North Title Group
- Purchase 502 Maple Drive - \$167,908.29
- Earnest money 1301 Oak S - \$35,000.00
31,094.61 Owatonna Area Chamber of Commerce - Lodging Tax May
65,500.00 Road Machinery & Supplies - 2024 Bomag Roller - Streets
21,440.98 Steele County Auditor
- Final 2025 LEC expenditures - \$11,817.56
- Annual election equipment maintenance - \$9,623.42
444,382.89 Ulland Brothers Inc - 23002 18th Street SE Trail - pay est #2
838,336.95 Wencil Construction Inc
- 23005 Vine Street lot - pay est #4 - \$121,994.25
- 25001 Street & Utility - pay est #3 - \$716,342.70
271,256.40 OTHER EXPENDITURES

\$ 2,217,759.58 TOTAL EXPENDITURES PRESENTED FOR APPROVAL

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
383995	08/12/25	ABDO LLP	3,567.50	R	ACH
383996	08/12/25	ALEXANDER LUMBER COMPANY	613.71	0	Regular
383997	08/12/25	AMERICAN ENGINEERING TESTING	3,313.15	R	ACH
383998	08/12/25	APG MEDIA OF SO MINNESOTA LLC	103.13	0	Regular
383999	08/12/25	ASBESTROL INC	440.96	R	ACH
384000	08/12/25	AVFUEL CORPORATION	53,592.14	R	ACH
384001	08/12/25	AWARDS DIRECT INC	67.80	0	Regular
384002	08/12/25	BACHMAN'S CREDIT DEPT	12,752.25	R	ACH
384003	08/12/25	BAKER & TAYLOR BOOKS	825.58	R	ACH
384004	08/12/25	BARR ENGINEERING CO	2,139.50	R	ACH
384005	08/12/25	BARRON'S	299.98	0	Regular
384006	08/12/25	BENJAMIN R JOHNSON	14.76	0	Regular
384007	08/12/25	BOLTON & MENK INC	6,682.00	R	ACH
384008	08/12/25	BOOKPAGE	420.00	R	ACH
384009	08/12/25	BORDER STATES INDUSTRIES INC	1,526.39	R	ACH
384010	08/12/25	BRODART CO	28.23	0	Regular
384011	08/12/25	CANADIAN PACIFIC RAILWAY CO	100.00	0	Regular
384012	08/12/25	CARS N CREDIT	50.00	0	Regular
384013	08/12/25	CDW GOVERNMENT INC	36.39	0	Regular
384014	08/12/25	CEDAR VALLEY SERVICES INC	718.22	R	ACH
384015	08/12/25	CENTRAL FARM SERVICE	24,267.12	0	Regular
384016	08/12/25	CHRISTINE LOOSE	50.00	0	Regular
384017	08/12/25	CITY OF BLOOMING PRAIRIE	11,250.00	R	ACH
384018	08/12/25	CLEAN RIVER PARTNERS	561.50	0	Regular
384019	08/12/25	CLIFTONLARSONALLEN LLP	26,242.86	0	Regular
384020	08/12/25	CLUB CADDIE	525.00	R	ACH
384021	08/12/25	CLUB CAR LLC	975.00	0	Regular
384022	08/12/25	COALITION OF GREATER MN CITIES	1,260.00	0	Regular
384023	08/12/25	CONTINENTAL RESEARCH CORP	596.76	R	ACH
384024	08/12/25	CORPORATE RECOGNITION	262.98	R	ACH
384025	08/12/25	COURT SPORTS AND MORE	144.00	R	ACH
384026	08/12/25	COVERALL OF THE TWIN CITIES	2,455.00	R	ACH
384027	08/12/25	CRANE CREEK ASPHALT	199,349.92	R	ACH
384028	08/12/25	CROSSFIT INNERDRIVE	175.00	R	ACH
384029	08/12/25	CRYSTEEL TRUCK EQUIP	240.00	R	ACH
384030	08/12/25	CULLIGAN OF OWATONNA	31.08	R	ACH
384031	08/12/25	CURT'S TRUCK & DIESEL SERVICE	147.82	R	ACH
384032	08/12/25	DALCO	1,502.89	0	Regular
384033	08/12/25	DEMCO	92.72	0	Regular
384034	08/12/25	DENISE STEWART	308.92	R	ACH
384035	08/12/25	DLL FINANCE LLC	9,156.08	0	Regular
384036	08/12/25	DOUG SHEELY	50.00	0	Regular
384037	08/12/25	EILENE JOHNSON	50.00	0	Regular
384038	08/12/25	ELECTRIC PUMP INC	6,880.22	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384039	08/12/25	EMPLOYEE STRATEGIES INC	6,250.00	R	ACH
384040	08/12/25	FIRST SUPPLY OWATONNA	251.59	R	ACH
384041	08/12/25	FOUR SEASONS ELECTRIC	2,066.03	R	ACH
384042	08/12/25	GENUINE PARTS COMPANY - NAPA	1,720.69	R	ACH
384043	08/12/25	GOPHER/PLAY WITH A PURPOSE	2,433.05	R	ACH
384044	08/12/25	GRAINGER	734.95	R	ACH
384045	08/12/25	HAWKINS INC	10,116.98	R	ACH
384046	08/12/25	HEALTHPARTNERS INC	10,521.90	0	Regular
384047	08/12/25	HEIMAN INC	3,510.00	R	ACH
384048	08/12/25	HILLYARD INC	147.92	0	Regular
384049	08/12/25	HORIZON COMMERCIAL POOL SUPPLY	2,054.29	R	ACH
384050	08/12/25	HOUSE OWATONNA	133.34	0	Regular
384051	08/12/25	HUBER SUPPLY CO INC	20.15	0	Regular
384052	08/12/25	IFACS	70.38	R	ACH
384053	08/12/25	INDUCTIVE AUTOMATION	6,321.00	R	ACH
384054	08/12/25	INNOVATIVE OFFICE SOLUTIONS	316.85	0	Regular
384055	08/12/25	INSTY PRINTS	156.82	R	ACH
384056	08/12/25	INTERSTATE SERVICES INC	150.00	R	ACH
384057	08/12/25	JARDINE LOGAN & O'BRIEN	605.00	0	Regular
384058	08/12/25	JASON MARSHALL STAYTON	240.00	R	ACH
384059	08/12/25	JOHN DEERE FINANCIAL	39,387.42	0	Regular
384060	08/12/25	JULIE STRAND	75.00	0	Regular
384061	08/12/25	KARLA ZUFALL	50.00	0	Regular
384062	08/12/25	KATHRYN MOUW MSW LICSW LADC	150.00	R	ACH
384063	08/12/25	KELLY LOUKS	50.00	0	Regular
384064	08/12/25	KOWZ-FM	500.00	R	ACH
384065	08/12/25	LAWSON AUTOMOTIVE LLC	803.49	R	ACH
384066	08/12/25	LAWSON PRODUCTS	539.36	0	Regular
384067	08/12/25	LINDER DIGITAL	1,180.00	R	ACH
384068	08/12/25	LOKEN EXCAVATING & DRAINAGE	3,963.50	R	ACH
384069	08/12/25	MACQUEEN EQUIPMENT CO	1,642.31	R	ACH
384070	08/12/25	MANKE'S OUTDOOR EQUIP & APPL	69.98	R	ACH
384071	08/12/25	MARCO TECHNOLOGIES LLC	544.63	R	ACH
384072	08/12/25	MARTIN-MCALLISTER	2,450.00	R	ACH
384073	08/12/25	MICHAEL BEACH COACHING & CONSU	2,400.00	R	ACH
384074	08/12/25	MICHELLE SLETTEN	50.00	0	Regular
384075	08/12/25	MIDWEST TAPE LLC	2,852.53	R	ACH
384076	08/12/25	MINNESOTA ELEVATOR INC	25.00	R	ACH
384077	08/12/25	MN DEPT OF LABOR AND INDUSTRY	80.00	0	Regular
384078	08/12/25	MN RECREATION & PARK ASSN	718.00	R	ACH
384079	08/12/25	MN VALLEY TESTING LABS INC	1,145.25	R	ACH
384080	08/12/25	MRI SOFTWARE LLC	150.00	R	ACH
384081	08/12/25	MTI DISTRIBUTING INC	2,066.25	R	ACH
384082	08/12/25	NEAR NORTH TITLE GROUP	620.00	0	Regular
384083	08/12/25	NEAR NORTH TITLE GROUP	202,908.29	R	Wire Transfer

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384084	08/12/25	NORTHLAND FARM SYSTEMS	960.22	R	ACH
384085	08/12/25	OFFICE OF MNIT SERVICES	2,940.00	0	Regular
384086	08/12/25	OWATONNA AREA CHAMBER OF COMM	31,094.61	0	Regular
384087	08/12/25	OWATONNA HEATING & COOLING INC	130.00	R	ACH
384088	08/12/25	OWATONNA PUBLIC UTILITIES	2,363.90	R	ACH
384089	08/12/25	OWT HARDWARE	265.70	0	Regular
384090	08/12/25	PAAPE COMPANIES INC	5,233.81	R	ACH
384091	08/12/25	PIEPHO ROOFING INC	370.00	0	Regular
384092	08/12/25	PLAN IT SOFTWARE LLC	6,500.00	R	ACH
384093	08/12/25	PRIME GARAGE DOOR & MORE LLC	739.00	R	ACH
384094	08/12/25	R&E ENTERPRISES OF MANKATO INC	14,787.50	0	Regular
384095	08/12/25	REGENTS OF THE U OF MN	500.00	0	Regular
384096	08/12/25	REINDERS INC	8,719.60	R	ACH
384097	08/12/25	RENT N SAVE PORTABLE SERVICES	3,600.25	0	Regular
384098	08/12/25	RICE STEELE 911 CENTER	2,542.75	0	Regular
384099	08/12/25	ROAD MACHINERY & SUPPLIES	65,500.00	0	Regular
384100	08/12/25	RS AMERICAS INC	171.90	0	Regular
384101	08/12/25	SCOTT F LIMBERG	850.00	R	ACH
384102	08/12/25	SELCO	2,441.94	R	ACH
384103	08/12/25	SENIORPLACE INC	245.00	0	Regular
384104	08/12/25	SHERWIN WILLIAMS COMPANY	1,024.49	0	Regular
384105	08/12/25	SHORT ELLIOTT HENDRICKSON INC	14,490.50	R	ACH
384106	08/12/25	SPHERION STAFFING LLC	1,286.00	0	Regular
384107	08/12/25	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
384108	08/12/25	SPS COMPANIES INC	1,860.84	R	ACH
384109	08/12/25	STEELE COUNTY AUDITOR	21,440.98	0	Regular
384110	08/12/25	STEELE COUNTY TREASURER	6,311.61	0	Regular
384111	08/12/25	STEVE JAMES EXCAVATING INC	2,916.15	R	ACH
384112	08/12/25	SUZANNE RENEE SCHWICHTENBERG	625.00	0	Regular
384113	08/12/25	SYNCHRONY BANK - LOWE'S	1,403.27	0	Regular
384114	08/12/25	TAFT STETTINIUS & HOLLISTER LL	5,500.00	R	ACH
384115	08/12/25	TASTE OF HOME BOOKS	42.93	0	Regular
384116	08/12/25	TAYLOR MADE GOLF COMPANY INC	1,129.56	0	Regular
384117	08/12/25	TELADOC HEALTH INC	34.50	0	Regular
384118	08/12/25	THE PENWORTHY COMPANY	1,510.79	0	Regular
384119	08/12/25	THEODORE SORENSEN	50.00	0	Regular
384120	08/12/25	THEODORE VON RUDEN	50.00	0	Regular
384121	08/12/25	THOMPSON SANITATION INC	236.40	R	ACH
384122	08/12/25	TRENCHERS PLUS INC	375.00	R	ACH
384123	08/12/25	UKG INC	18,610.26	R	ACH
384124	08/12/25	ULLAND BROTHERS INC	444,382.89	R	ACH
384125	08/12/25	UNITED LABORATORIES INC	2,102.72	0	Regular
384126	08/12/25	UNITED WAY	80.00	0	Regular
384127	08/12/25	UTILITY CONSULTANTS INC	2,656.13	R	ACH
384128	08/12/25	VENTURE HYDRAULICS INC	100.68	R	ACH



CITY OF
OWATONNA

Resolutions



DATE: August 19, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 45-25 Final Plat - Mineral Springs Estates Addition

Purpose:

Request Council approval of Resolution 45-25 to approve the Final Plat of Mineral Springs Estates Addition.

Background:

See attached staff report.

Budget Impact:

None with this request.

Staff Recommendation:

As recommended by the Planning Commission, Staff recommends council approval.

Attachments:

1. Resolution 45-25 Final Plat - Mineral Springs Estates Addition
2. Staff Report to Planning Commission

RESOLUTION NO. 45-25
A RESOLUTION APPROVING FINAL
PLAT OF MINERAL SPRINGS ESTATES ADDITION

WHEREAS, on August 19, 2025, the City Council accepted and approved the Final Plat of Mineral Springs Estates Addition to the City of Owatonna, as the same was approved and recommended by the Planning Commission of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Owatonna, Minnesota:

- 1) That said plat is in accordance with and conformity to the plans and regulations established by the City for a comprehensive plan for the development of the City.
- 2) That said plat be and the same hereby is approved with the following conditions:
 - a) The Final Plat shall be recorded within 60 days of the approval of the Final Plat.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the Final Plat.
 - c) The conditions of the PUD shall be adhered to at all times.
 - d) A Development Agreement will need to be recorded along with the Final Plat.
 - e) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District prior to the final plat approval.
 - f) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
 - g) All conditions included in the City Engineer's memo dated May 5, 2025 shall be met.
- 3) That the Clerk cause a certified copy of this resolution to be filed in the office of the County Recorder of Steele County, Minnesota, and to be given to the applicants of said plat.

Passed and adopted this ____ day of ____, 2025; with the following vote:

Aye ____; No ____; Absent ____;

Approved and signed this ____ day of ____, 2025;

Matthew T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk

June 20, 2025

To: Planning Commission
From: Community Development Department
RE: Final Plat of Mineral Springs Estates

Background

Stephen Wheeler, Prairie LaSalle Partners, and Chad Lange, Festal Farms are requesting final plat approval of Mineral Springs Estates, a 36 lot and 13 outlot residential development of 82.72 acres east of River Springs Waterpark. The property is being replatted into a master planned neighborhood with a multitude of housing types. The Developer is moving forward with this project again and making the first addition a little larger than what was approved in 2023 by extending this construction phase to the east boundary.

The applicant is planning to construct 7th Avenue NE to extend into the property. Dakota Lane NE, the east / west street will be constructed to an extension of Hemlock Ave NE. Mass grading will occur for all of Phase 1. The Developer has indicated that all construction traffic will be using Outlot E for the grading and infrastructure construction. A 20' temporary access road will be constructed to accommodate this traffic.

Outlots E, G, & H make up what will be called Stoneridge Lane NE. The City views this street as a local collector as well as a key utility corridor. The Sanitary Sewer Study shows a 24" trunk sanitary sewer main is proposed in this right of way. This trunk main is needed to service the land to the east. This main needs to be constructed through this development and will be a requirement of future phases within the development agreement.

The City adopted the PUD for the Mineral Springs Estates development in 2023 with an amendment approved in the fall of 2023. The proposed plat conforms to the adopted PUD.

As part of the PUD and this development the developer is proposing public sidewalks on both sides of all streets within this phase. The sidewalks will not extend to the south on 7th Ave and Hemlock Ave as there are none existing within that development. All streets have been narrowed down to 36' wide streets face to face of the curb. These are 4' narrower than the sections of 7th and Hemlock that they will be tying into.

Application Review:

Applicant/Owner:	Prairie LaSalle Partners / Chad Lange, Festal Farms
Location of Property:	East of St Paul Road and north of Lee Street
Existing Zoning:	PUD, Planned Unit Development
Existing Land Use:	The land is currently vacant.

Report Attachments:

1. Location Maps
2. Preliminary Plat
3. Final Plat
4. Construction Access Drawing
5. Application Narrative

Proposed Development:**Size of Subdivision:**

82.72± acres

Number of Lots:

36 new lots and 13 Outlots

Lot Configuration:

The lots are generally rectangular in shape. The outlots are irregularly shaped to match future development areas or rights of way.

Street Pattern:

7th Avenue NE will be extended to service this subdivision. A new public street will be constructed east and west. A private driveway will be constructed for access to the units in Blocks 3 & 4. Temporary turn arounds will need to be constructed on all streets that are dead ends temporarily.

Services:

Services are available in 7th Avenue NE and will be extended north to service this phase.

Timing/Financing of Development:

The applicant is hoping to record the final plat soon and start construction this summer on phase 1.

Outstanding Assessments:

None.

Floodplain:

None.

Wetlands:

The property has numerous wetlands. The approved delineation and replacement plan will need to be adhered to. The developer is proposing to provide a minimum of a 20' setback from all wetlands.

Storm Water Drainage:

The applicant is proposing to construct stormwater facilities on site to meet the ordinance.

Easements:

The plat proposes perimeter lot easements throughout the development.

County/MNDOT Review:

This plat is not adjacent to a state or county ROW.

Staff Review:

Staff recommends approval of the final plat of Mineral Springs Estates with the following conditions:

- 1) The final plat shall be recorded within 60 days of the date of approval of the final plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The conditions of the PUD shall be adhered to at all times.
- 4) A development agreement shall be recorded along with the final plat.
- 5) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District.
- 6) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required per fire code.
- 7) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.

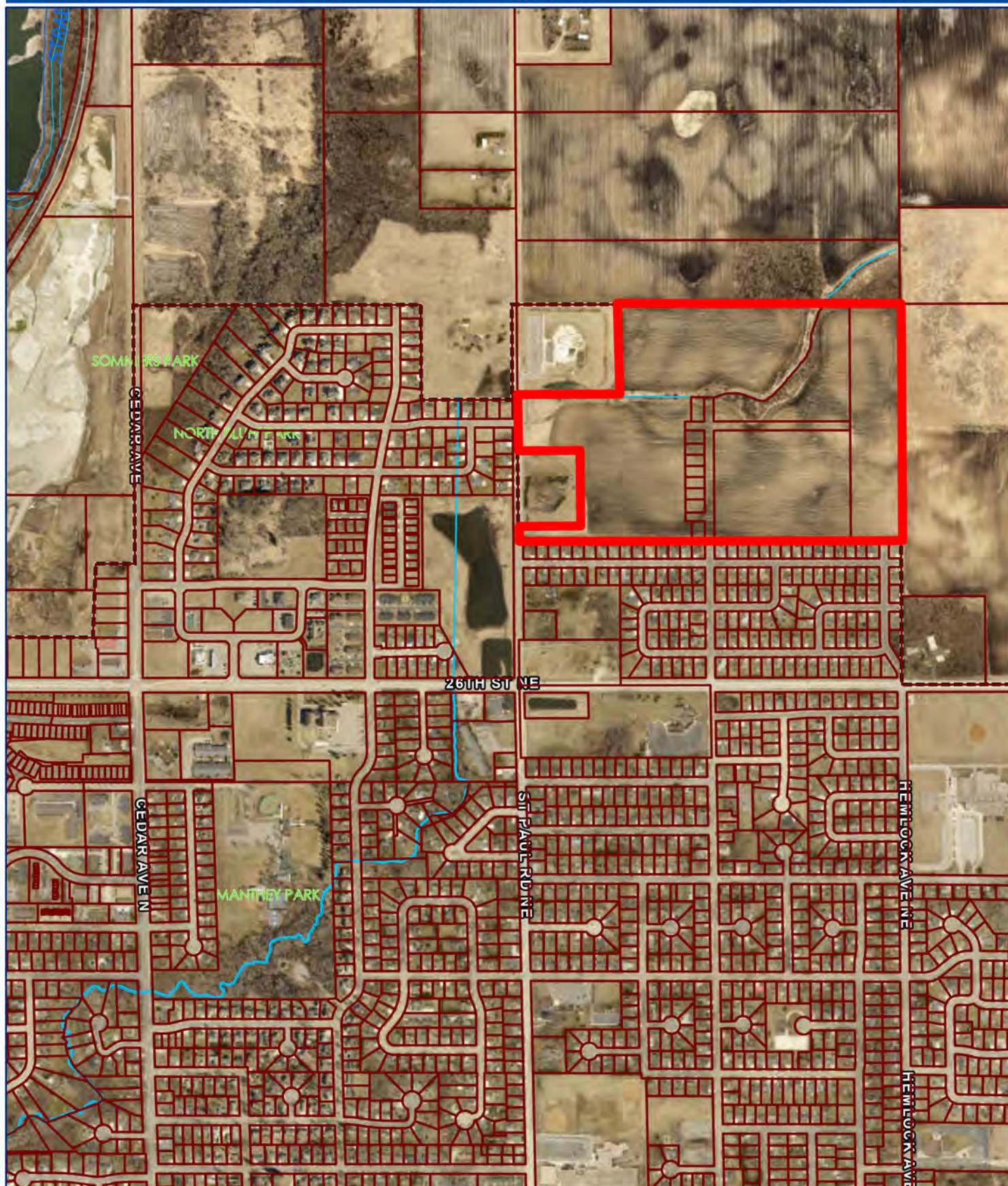
Planning Commission:

Final Plat of Mineral Springs Estates, which is a 82.72± acre tract of land zoned PUD, Planned Unit Development, by Prairie LaSalle Partners / Chad Lange, Festal Farms and located east of St. Paul Road and north of Lee Street NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) He said that one resident in North Bluffs stopped in with questions. Eickhoff asked about the pool traffic and if anything would be done to control the dust on the temporary dirt road. He said he wanted to make sure that safety would be addressed. Kruschke said as far as access, they are requiring stop signs and other notifications. By the time the construction starts, it will probably be the end of the waterpark season, so they might only overlap a week or two. There are some provisions in the development agreement. As far as dust control, that is a part of the process that goes through Stormwater Management. Eickhoff said overall this is a great project and exciting for the City. A motion was made by Eickhoff and seconded by Wilson to recommend City Council approval of the final plat of Mineral Springs Estates with the following conditions:

- 1) The final plat shall be recorded within 60 days of the date of approval of the final plat.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 3) The conditions of the PUD shall be adhered to at all times.
- 4) A development agreement shall be recorded along with the final plat.
- 5) The plans shall adhere to the approved wetland delineation and replacement plan as determined by the Soil & Water Conservation District.
- 6) Temporary turn arounds are required to be constructed at all dead-end streets that do not connect immediately as required by fire code.
- 7) All conditions included in the City Engineer's memo dated 5/8/2025 shall be met.

All Commissioners voting Aye, the motion carried.

Mineral Springs Estates City of Owatonna



Site

April 24, 2023



1:15,000

1 in = 1,250 ft

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This information is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only.

MINERAL SPRINGS ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Festal Farms Company, a Minnesota Corporation, owner of the following described property:

That of part of GOOD SAMARITAN ADDITION according to the recorded plat thereof on file in the Steele County, Minnesota, Recorder's Office, and part of the Southeast Quarter (SE1/4) of Section 34, Township 108, Range 20, Steele County, Minnesota, described as follows: Beginning at the northeast corner of said SE1/4; thence South 00 degrees 07 minutes 54 seconds East, bearing based on the Steel County Coordinate Database NAD83, 1614.62 feet to the northeast corner of WILLOWBROOK ADDITION NO. 3, according to the plat on file in said Recorder's Office; thence North 89 degrees 54 minutes 06 seconds West 2633.75 feet along the north line of said WILLOWBROOK ADDITION NO. 3 and along the north line of WILLOWBROOK ADDITION NO. 2 according to the plat on file in said Recorder's Office, to its intersection with the west line of said SE1/4; thence North 00 degrees 10 minutes 39 seconds West 101.50 feet along said west line of the SE1/4; thence North 89 degrees 49 minutes 21 seconds East 423.00 feet; thence North 00 degrees 10 minutes 39 seconds West 514.89 feet, parallel with said west line of the SE1/4; thence South 89 degrees 49 minutes 21 seconds West 423.00 feet to said west line of the SE1/4; thence North 00 degrees 10 minutes 39 seconds West 378.15 feet along said west line of the SE1/4 to the southwest corner of the tract described in Document No. 361141 on file in said Recorder's Office; thence easterly 695 feet, more or less, along the centerline of a drainage ditch to the southeast corner of said tract described in Document No. 361141; thence North 00 degrees 10 minutes 39 seconds West 631 feet, more or less, along the east line of said tract described in Document No. 361141 to its intersection with the north line of said SE1/4; thence South 89 degrees 54 minutes 13 seconds East 1940.04 feet to the point of beginning. Subject to easements, reservations, or restrictions of record, if any.

Have caused the same to be surveyed and platted as MINERAL SPRINGS ESTATES and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF, said Festal Farms Company, a Minnesota Corporation, has caused these presents to be signed by its proper officer this _____

day of _____, 20____.

Signed: Festal Farms Company

Chadwick S. Lange, President

State of _____

County of _____

This instrument was acknowledged before me on _____ by Chadwick S. Lange, President of Festal Farms Company, a Minnesota Corporation.

Notary Public

My Commission Expires: _____

Chadwick S. Lange, Trustee

Karen Lange, Trustee

State of _____

County of _____

This instrument was acknowledged before me on _____ by Chadwick S. Lange and Karen Lange, Trustees of Festal Farms Company, a Minnesota corporation.

Notary Public

My Commission Expires: _____

I, Tyler J. Pogreba, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Tyler J. Pogreba, Licensed Land Surveyor
Minnesota License Number 60122

State of Minnesota

County of _____

This instrument was acknowledged before me on _____ by Tyler J. Pogreba.

Notary Public,

My Commission Expires _____

This plat of THE MINERAL SPRINGS ESTATES was approved and accepted by the City Council of the City of Owatonna, Minnesota on this _____ day of

_____, 20____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat

has been reviewed and approved this _____ day of _____, 20____.

Scott A. Tuchtenhagen, County Surveyor, Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 20____.

Jennifer Mueller, Property Tax and Elections Director, Steele County, Minnesota

I hereby certify that the taxes due and payable for the year 2023 on the land described herein are paid.

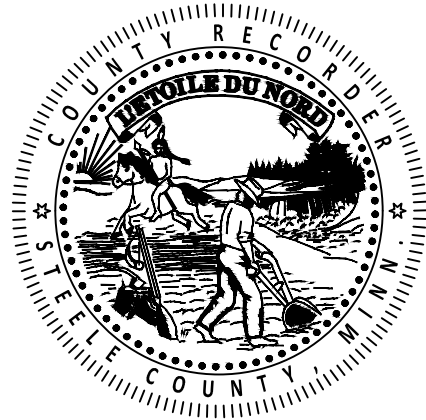
_____, Steele County, Minnesota

Filed in the office of the County Recorder, this _____ day of _____, 20____,

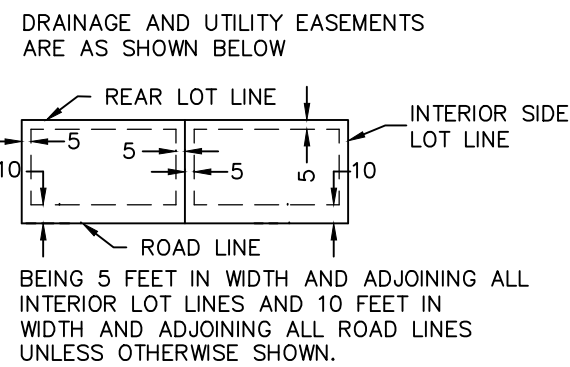
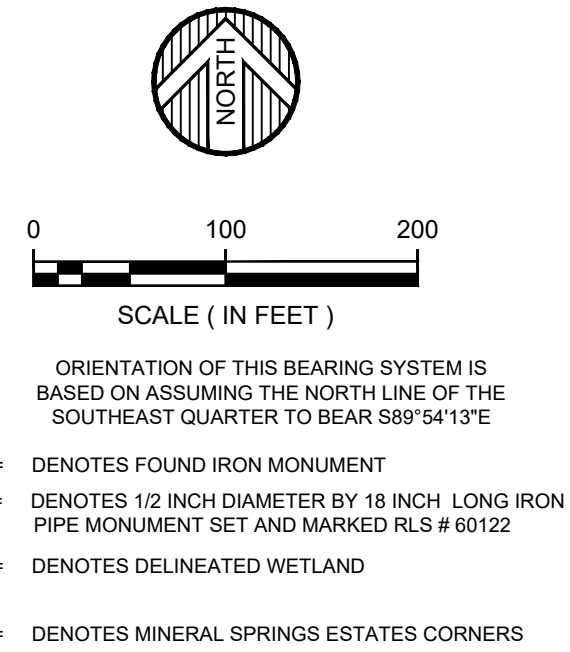
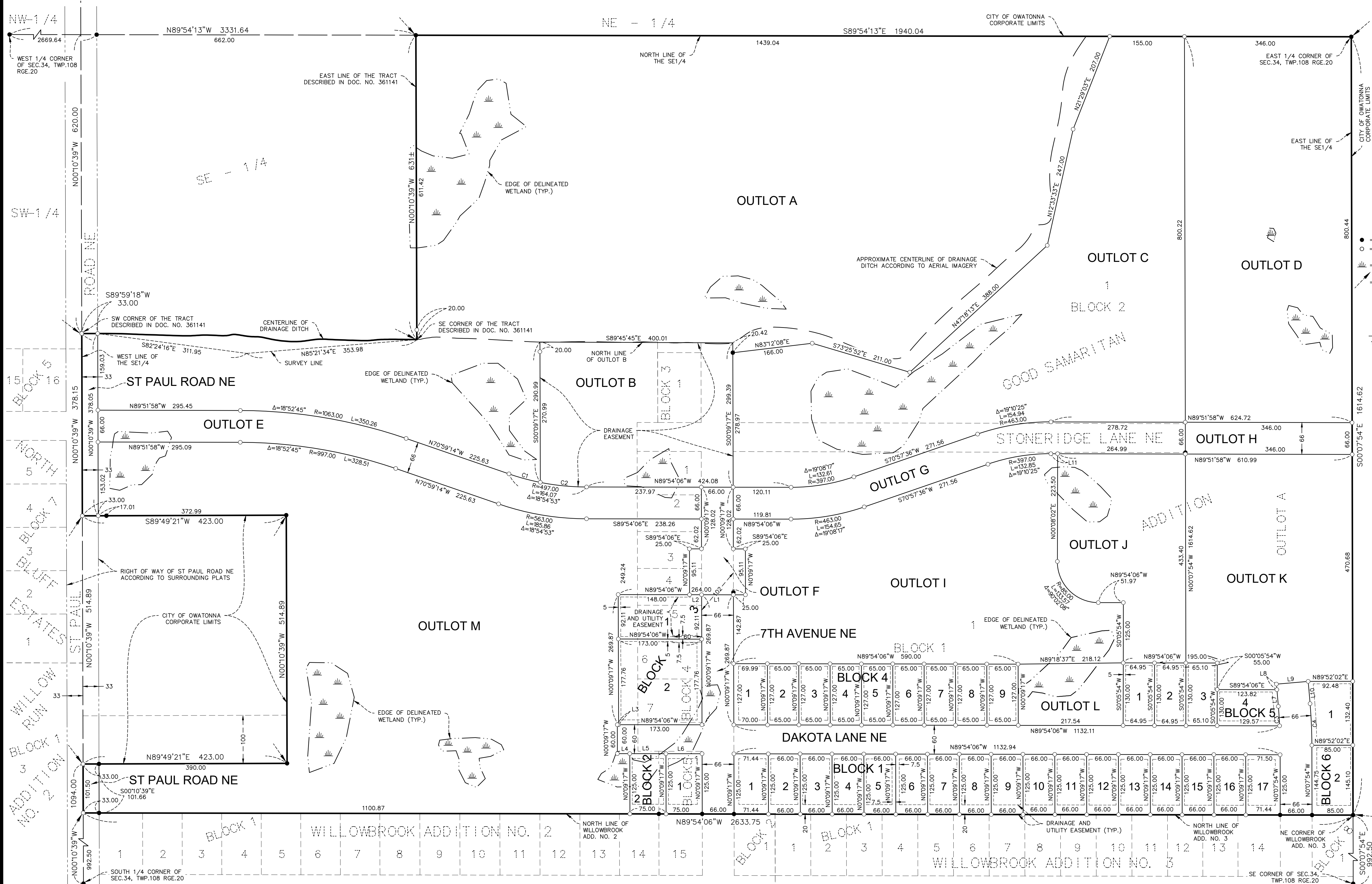
at _____ o'clock ____ M. in Book _____ of Plats, Page _____ as Document

Number _____.

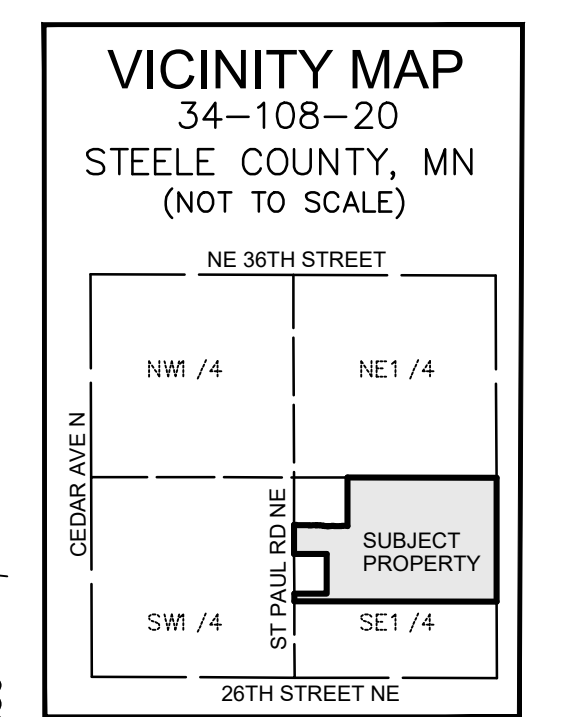
Rick G. Kvien, County Recorder, Steele County, Minnesota



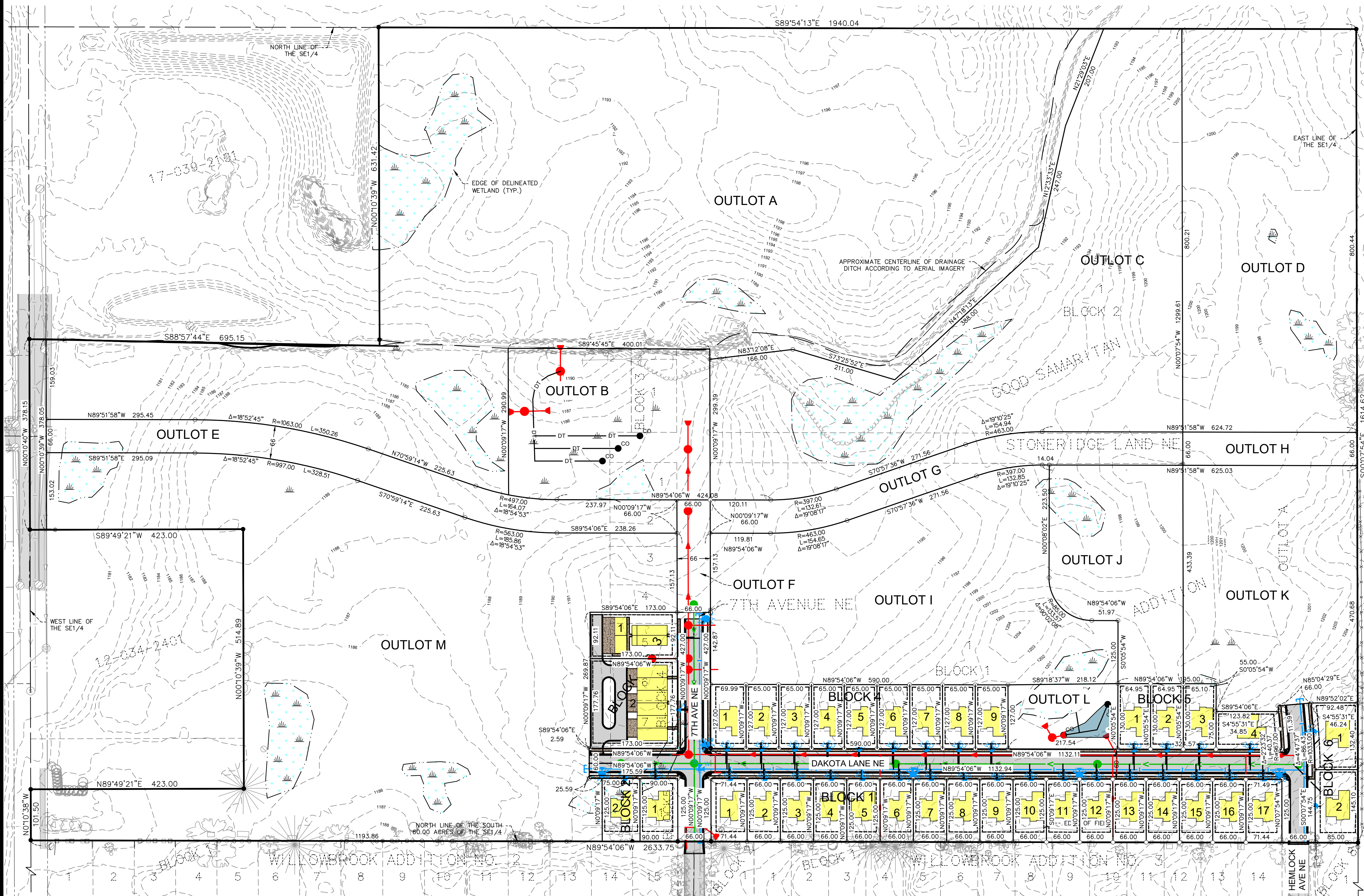
MINERAL SPRINGS ESTATES



LINE AND CURVE TABLE	
L1 = N89°54'06"W	66.00
L2 = N89°54'06"W	25.00
L3 = N89°54'06"W	2.59
L4 = N89°54'06"W	25.59
L5 = N89°54'06"W	75.00
L6 = N89°54'06"W	75.00
L7 = N04°55'31"W	34.85
L8 = N04°55'31"W	11.39
L9 = N85°04'29"E	66.00
L10 = N04°55'31"W	46.24
L11 = N89°51'58"W	14.04
C1 = R 497.00 L 67.39 Δ 07°46'07" CHB S74°52'17"E CH 67.34	
C2 = R 497.00 L 96.68 Δ 11°08'46" CHB S84°19'43"E CH 96.53	
C3 = R 967.00 L 40.37 Δ 02°23'32" CHB N03°43'45"W CH 40.37	
C4 = R 1033.00 L 86.43 Δ 04°47'37" CHB N02°31'43"W CH 86.40	



PRELIMINARY PLAT OF
MINERAL SPRINGS ESTATES



0 100 200
SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEELE COUNTY
COORDINATE DATABASE NAD83

ELEVATIONS BASED ON NAVD88 VERTICAL DATUM

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON
PIPE MONUMENT SET AND MARKED RLS # 41643
- ⦿ = DENOTES FOUND IRON MONUMENT
- = DENOTES SHRUB
- ⊙ = DENOTES CONIFEROUS TREE
- ⊙ = DENOTES DECIDUOUS TREE
- ⊙ = DENOTES TELEPHONE PEDESTAL
- ⊙ = DENOTES WATER HYDRANT
- = DENOTES CHAINLINK FENCE
- = DENOTES EDGE OF WOODS LINE
- = DENOTES PROPOSED UNDERGROUND STORM LINE
- = DENOTES PROPOSED UNDERGROUND SANITARY LINE

DRAINAGE AND UTILITY EASEMENTS ARE
AS SHOWN BELOW

10' 5' 5' 10'
ROAD LINE
BEING 5 FEET IN WIDTH AND ADJOINING ALL
INTERIOR SIDE LOT LINES AND 10 FEET IN
WIDTH AND ADJOINING ALL ROAD LINES
UNLESS OTHERWISE SHOWN.

DESCRIPTION:	ALL OF BLOCKS 1-5, AND OUTLOT A, GOOD SAMARITAN ADDITION AND PART OF THE SOUTHEAST QUARTER ALL IN SEC. 34, T.108, R.20 STEELE COUNTY, MINNESOTA
PROPOSED DESCRIPTION:	LOTS 1 - 17, BLOCK 1, LOT 1 AND LOT 2, BLOCK 2, LOT 1 AND LOT 2, BLOCK 3, LOT 1 - 9, BLOCK 4, LOT 1 - 4, BLOCK 5, LOT 1 AND LOT 2, BLOCK 6 OUTLOT A - OUTLOT L, MINERAL SPRINGS ESTATES
OWNER	MINERAL SPRINGS ESTATES, LLC
ADDRESS:	3611 85TH STREET NW ORONOCO, MN 55960
SURVEYOR:	WIDSETH 7804 INDUSTRIAL PARK RD BAXTER, MN.
AREA:	82.72 ACRES, MORE OR LESS
DATE:	APRIL 21, 2023

PARCEL NUMBERS FOR THE
SUBJECT PROPERTY ARE:

17-039-2100, 17-606-0201, 17-606-0001, 17-606-0101
17-606-0301, 17-606-0401, 17-606-0402, 17-606-0403
17-606-0404, 17-606-0405, 17-606-0406, 17-606-0407,
17-606-0501

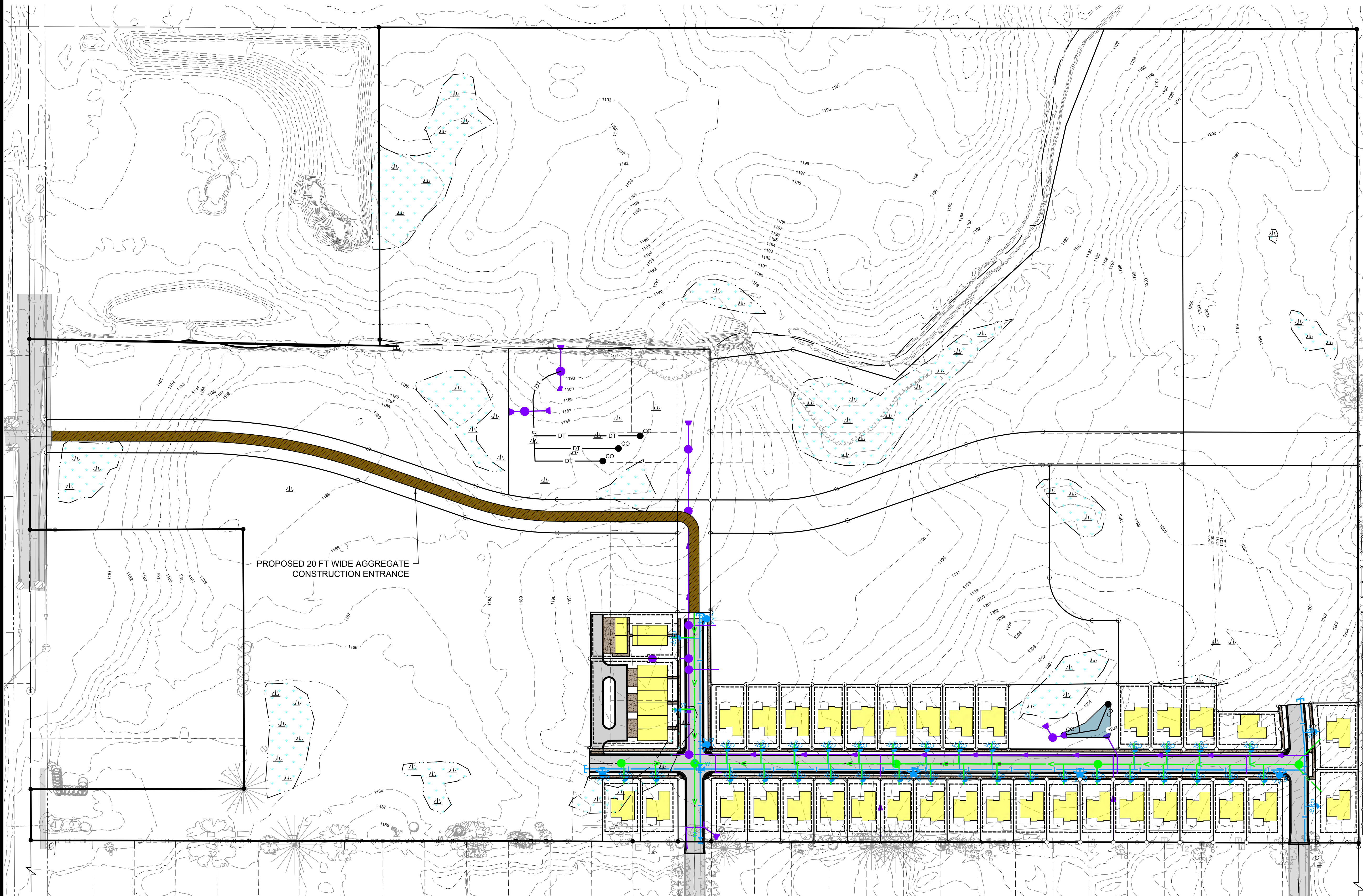
THERE ARE NO ADDRESSES LISTED FOR THE
SUBJECT PROPERTIES.

ACCORDING TO THE FEMA FLOOD MAP SERVICE
CENTER MAP NUMBER 27147C0152C EFFECTIVE DATE
12-02-2011 THE SUBJECT PROPERTY IS WITHIN ZONE
X (AREA OF MINIMAL FLOOD HAZARD).

ACCORDING TO THE STEELE COUNTY ON-LINE
PARCEL MAPPING APPLICATION, THE SUBJECT
PROPERTY IS CURRENTLY LOCATED WITHIN THE PUD
PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

PROPOSED 20 FT WIDE AGGREGATE CONSTRUCTION ENTRANCE EXHIBIT

MINERAL SPRINGS ESTATES



- 0 100 200
SCALE (IN FEET)
- ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE STEELE COUNTY
COORDINATE DATABASE NAD83
ELEVATIONS BASED ON NAVD88 VERTICAL DATUM
- = DENOTES FOUND IRON MONUMENT
 - = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON
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 - ⦶ = DENOTES TELEPHONE PEDESTAL
 - ⦿ = DENOTES WATER HYDRANT
 - = DENOTES CHAINLINK FENCE
 - ~~~~~ = DENOTES EDGE OF WOODS LINE
 - >—>— = DENOTES PROPOSED UNDERGROUND STORM LINE
 - >—>— = DENOTES PROPOSED UNDERGROUND SANITARY LINE

4/25/2025

To: Greg Kruschke, Community Development Manager, and the City of Owatonna

RE: Mineral Springs Estates Residential Development Narrative

Rochester

3777 40th Avenue NW
Suite 200
Rochester MN 55901

507.292.8743
Rochester@Widseth.com
Widseth.com

Dear Mr. Kruschke and members of the City Council,

The proposed preliminary plat is an amendment to the previous Mineral Springs Estates submittal in August of 2023. The revision involves the addition of 15 single family detached dwellings on Dakota Lane NE and the extension of Dakota Lane NE east to Hemlock Avenue NE. With the proposed revision, we are proposing 36 single-family residential lots and 2 multi-family residential parcels. Some of the wetlands will be removed as part of the natural progression of development, and some will remain and become natural areas to be enjoyed for active recreation activities like walking, biking, running, etc.

	DENOTES PROPOSED SINGLE-FAMILY DETACHED (R2)
	DENOTES PROPOSED SINGLE-FAMILY ATTACHED (R3)
	DENOTES PROPOSED TOWNHOUSES (R3)
	DENOTES PROPOSED 6 UNIT MULTI-FAMILY (R6)
	DENOTES PROPOSED OPEN SPACE
	DENOTES EXISTING WETLANDS
	DENOTES PROPOSED STORMWATER PONDS

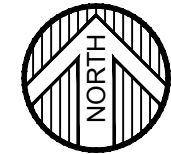
Single-family Detached Lot Size:
Width: 65 ft minimum
Depth: 120' (+/-)
Lot Area: 7,800 sq ft minimum

Single-family Attached Lot Size:
Width: 80 ft minimum per pair
Depth: 120' (+/-)
Lot Area: 5,000 sq ft minimum

6-Unit Multi-family: 1,700 sq ft

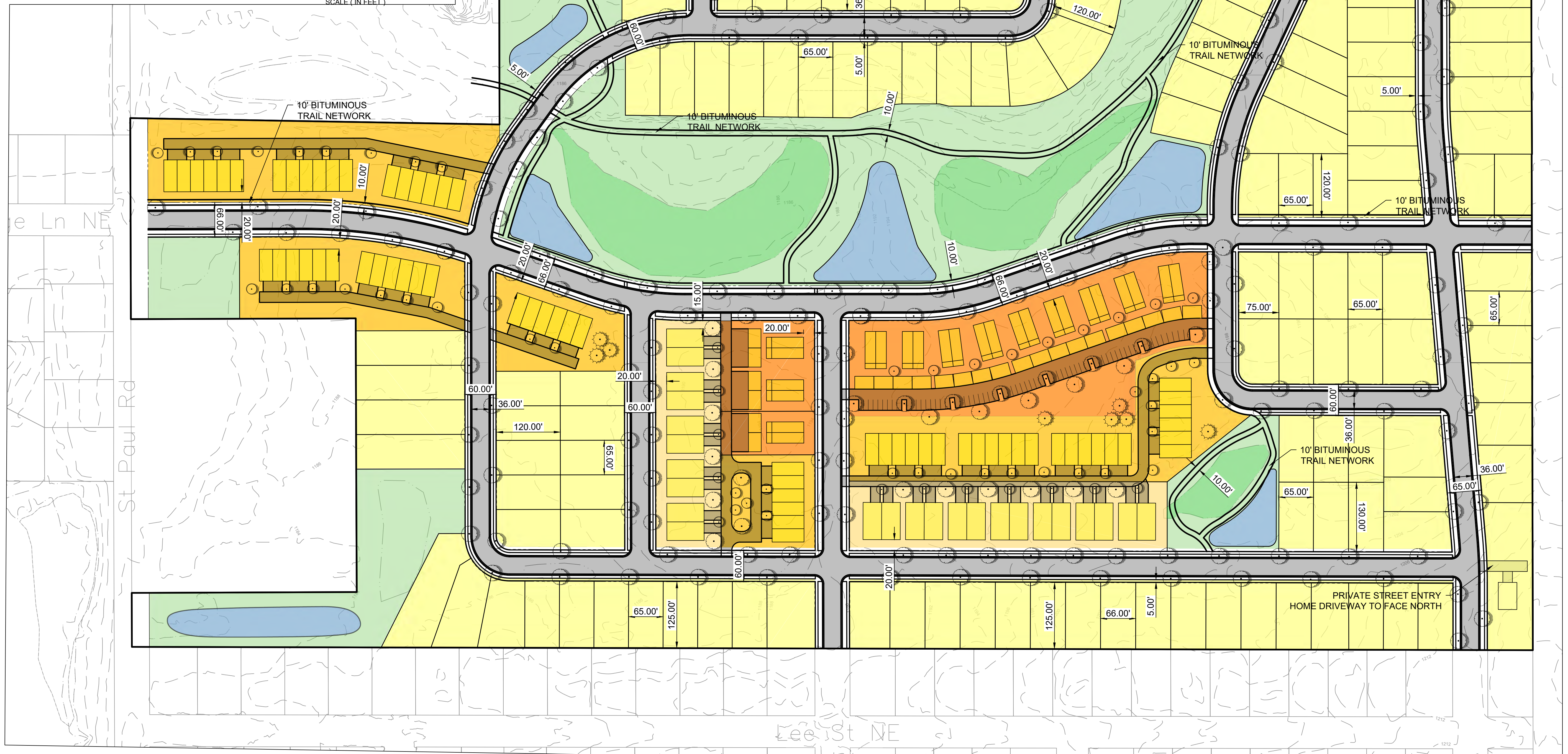
Two Stalls per unit

EVERGREEN TREE



0 100 200

SCALE (IN FEET)



WIDETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

THE LAWS OF THE STATE OF MINNESOTA.

Craig N Britton

CRAIG N BRITTON DATE: 4/21/2023 LIC. NO. 44228

SCALE: AS SHOWN
DRAWN BY: RSH
CHECKED BY: CNB
JOB NUMBER: 2022-11572

MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA
PUD SITE PLAN

SHEET NO.
1

SHEET OF



STEELE COUNTY
Soil and Water Conservation District

235 Cedardale Drive SE
Owatonna MN 55060
507-451-6730 Ext. 3
www.steeleswcd.org

5/13/25

To Whom it May Concern:

I have reviewed the plats for the Keg Addition and Mineral Springs Estates.

The Mineral Springs Estates was reviewed by matching the plat with the approved replacement plan from 10/2023. This plat cannot be approved with the information provided. The plat provided for review extended farther to the east than what was provided to the LGU and reviewed by the Technical Evaluation Panel (TEP) in the replacement plan application. Compare the city plat with pages 12 and 13 on the attached Joint Application for Wetland Replacement, especially the east end point of the development.

In the approved replacement plan, wetland 6 was impacted and accounted for. The plat in the 10/2023 decision stopped just to the west of wetland 7. The current plat received from the city while still avoiding wetland 7, may impact wetland 8. The TEP was not able to determine if wetland 8 would be impacted from the materials provided. If the development was overlayed on the approved wetland delineation map, page 11, it would be helpful and the TEP will review the plat again.

The TEP asked for this material, but it was not received as of the writing.

The Keg Addition was reviewed using satellite imagery, the National Wetland Inventory, and a site visit. No evidence of a WCA regulated wetland was found on site.

Regards,

Eric Gulbransen
Steele SWCD
235 Cedardale Dr. SE
Owatonna, MN 55060
(507)451-6730 x3



DATE: August 19, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 46-25 Land Development Agreement, Loan Agreement and Mortgage
- Mineral Springs Estates Addition - Mineral Springs Estates, LLC

Purpose:

Council to approve Resolution 46-25 to approve a Land Development Agreement for the first phase of the Mineral Springs Estates Addition, a Loan Agreement and Mortgage with Mineral Springs Estates, LLC.

Background:

The city requires a Development Agreement on all development projects to ensure that all parties understand the roles, expectations, timelines and requirements for the project. The attached agreement lays out the roles and expectations. In short, the developer is required to install all the public infrastructure for the development, including the sewer, water, stormwater facilities, streets and sidewalks.

City Council approved a policy in 2024 allowing for the City to assist with housing development. The city would provide financing to any developer at a rate of 2% above the City's bond rate for the "topping" of streets. This would include pavement, curb & gutter, sidewalks, driveway aprons and final landscaping as well as any other associated improvements. The developer would be required to begin repayment to the City when a lot is sold to an external buyer; the entire loan would be paid in full after five years.

In working with Counsel, it was recommended that this progress as a loan from the City instead of a deferred assessment. Attorney Taft, the City's consulting attorney, drafted a loan agreement and mortgage which were agreed to in principle by the developer.

Budget Impact:

The developer is responsible for all costs related to the public and private infrastructure. The City will collect a 1% fee for administration of the project as well as a subdivision improvement bond to ensure all the work is complete.

The loan amount is \$704,724.30, which includes a 5% contingency. The developer will be reimbursed for the actual costs of the project when the items are completed. The developer will repay the loan at a per lot cost plus interest upon any sale to an entity not associated with the developer.

Staff Recommendation:

Staff recommends approval subject to final approval of City Attorney Walbran and Attorney Taft.

Attachments:

1. Resolution 46-25 Land Development Agreement, Loan Agreement & Mortgage
2. Land Development Agreement - Mineral Springs Estates, LLC
3. Loan Agreement - Mineral Springs Estates, LLC
4. Mortgage - Mineral Springs Estates, LLC

RESOLUTION NO. 46-25
RESOLUTION APPROVING A LOAN AGREEMENT AND MORTGAGE

BE IT RESOLVED by the City Council (the "Council") of the City of Owatonna, Minnesota (the "City"), as follows:

1. Recitals

- a) The City proposes to loan (the "Loan") available funds of the City to Mineral Springs Estates LLC (the "Developer") pursuant to a Loan Agreement (the "Loan Agreement") by and between the City and the Developer to finance the construction and equipping of certain public improvements in connection with the Developer's construction of approximately (i) thirty-four (34) owner-occupied single family residential units; one (1) rowhouse containing six (6) units; and an approximately six-unit (6) multi-family residential facility (collectively, the "Project") on property (the "Development Property") located in the City;
- b) Pursuant to the Loan Agreement, the Developer will repay the Loan pursuant to the terms of the Loan Agreement and a Promissory Note delivered by the Developer to the City (the "Note"); and
- c) As further security for its obligations to repay the Loan, the Developer will execute and deliver to the City a Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement (the "Mortgage") granting the City a mortgage and security interest in the Project and Development Property; and
- d) Drafts of the Loan Agreement and Mortgage have been submitted to the City Council.

2. Approval of Loan Agreement and Mortgage

- a) The Council hereby approves the Loan Agreement and Mortgage in substantially the forms submitted and the Mayor and City Administrator are hereby authorized and directed to execute the Loan Agreement on behalf of the City.
- b) The approval hereby given to the Loan Agreement and Mortgage includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Loan Agreement. The execution of the Loan Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Loan Agreement in accordance with the terms hereof.

Passed and adopted this _____ day of _____, 2025, with the following vote:

Aye __; No __; Absent __.

Approved and signed this ____ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk

LAND DEVELOPMENT AGREEMENT
MINERAL SPRINGS ESTATES ADDITION

THIS AGREEMENT, is made and entered into as of _____, 2025, by and between Mineral Springs Estates, LLC, a Minnesota limited liability company (herein the “Owner”) and CITY OF OWATONNA, MINNESOTA (herein the “City”).

WHEREAS, the Owner and the City agree that this Agreement shall serve to facilitate the orderly and efficient development of the Project to the mutual benefit of the Owner and the City;

WHEREAS, The City has approved the Final Plat of Mineral Springs Estates, attached as Exhibit A and legally described as Exhibit B, on August 6, 2025 (herein the “Property”);

WHEREAS, the City has outlined certain public improvements and/or facilities which in part provide needed infrastructure for the development of the Property;

WHEREAS, The proposed project is shown in the plans attached as Exhibit C and the Cost Estimate attached as Exhibit D.

WHEREAS, the City agrees to allow the development to proceed subject to the execution of this Agreement that addresses the impacts of the Project on the public infrastructure.

I. OWNER’S OBLIGATIONS

- A. Property Development. The Owner agrees to proceed and complete the platting process of thirty-six (36) lots and thirteen (13) Outlots within Mineral Springs Estates (the “Project”), including recording the plat in accordance with the Subdivision Ordinance for the City of Owatonna prior to the completion of the infrastructure improvements.
- B. Grading, Drainage, Erosion Control, Utility Lines. The Owner agrees to complete the grading and drainage improvements and install the erosion control facilities and utilities in accordance with the construction plans and specifications prepared by Widseth, Owner’s Engineer, and reviewed and approved by the City of Owatonna.
 - 1. The Owner shall be responsible for installing and maintaining all necessary temporary erosion and sediment control measure to be in compliance with the City of Owatonna Construction Stormwater Ordinance and the MPCA Construction Stormwater Permit and any applicable rules and regulations.
 - 2. The Owner shall be responsible for construction of all required permanent stormwater control measures at the time of project commencement as per the approved Plan The stormwater control measures shall be in accordance with City, MPCA and any other applicable standards.

- a. A permanent access easement for inspection of stormwater control and treatment measures to the Property shall be granted to the City of Owatonna for inspection. If the stormwater control and treatment measures are found to be out of compliance, the City may repair the measures at the property owner's expense.
- b. The permanent stormwater improvements on Outlots B & L will be privately owned. An association for the subdivision shall be formed or a stormwater easement and maintenance agreement agreed upon and recorded if the improvement serves more than one lot describing the responsibility for the operation and maintenance of the stormwater improvements.
1. The Owner will be responsible for the design and construction of all utility improvements, including but not limited to: sanitary sewer, watermain, storm sewer, etc. in accordance with City of Owatonna regulations and all applicable rules and regulations per Exhibit C.
2. The Owner agrees to grant a public easement for surface drainage to preserve the natural or constructed drainage flows across the Project, and acknowledges the private stormwater improvements will be servicing the public right of way at the cost of the private owner or private association. This shall exclude servicing and / or maintaining the Creek which currently runs through the Project site.
3. The Owner shall provide the City Engineer with copies of utility layout plans, as provided by the electrical, internet, telephone, gas, and cable companies before construction.

C. Roadway Improvements. The Owner will construct all public roadways within the Project in accordance with the design standards set forth by the City of Owatonna.

1. The Owner shall dedicate through the platting process the public right-of-way for 7th Avenue NE and Dakota Lane NE as contained in the plat of Mineral Springs Estates.
2. The Owner will dedicate all easements shown on the plat of Mineral Springs Estates.
3. The Owner acknowledges that Outlots E, G and H will all be dedicated at Stoneridge Lane NE with future plats of the area. Outlot F will also be dedicated as future 7th Avenue NE.
- a. 7th Avenue NE will be extended north from its existing point to the end of the platted right of way. A turnaround will be constructed within Outlot F that will be vacated in the future once 7th Avenue NE is completed to Stoneridge Lane NE.
- b. 7th Avenue NE and Hemlock Avenue NE will have a 66' wide

- right of way.
 - c. The street section will contain B624 concrete curbing with two 16' paved lanes. The curb back to back width dimension will be 37.34'.
 - d. This street section will allow for parking on both sides of the street.
 - e. 7th Avenue NE will have a 5' wide concrete sidewalk on each side of the street. Appropriate pedestrian ramps will also be constructed at each intersection. This sidewalk will not be extended south from Dakota Lane NE.
 - f. A temporary turnaround will be constructed at the north end of the 7th Avenue NE right of way meeting all turning radius requirements of the Fire Code.
- 4. Dakota Lane NE will be extended east and west from 7th Avenue NE to the end of the platted right of way.
 - a. Dakota Lane NE will have a 60' wide right of way.
 - b. The street section will contain B624 concrete curbing with two 16' paved lanes. The curb back to back width dimension will be 37.34'.
 - c. This street section will allow for parking on both sides of the street.
 - d. Dakota Lane NE will have a 5' wide concrete sidewalk on each side of the street. Appropriate pedestrian ramps will also be constructed at each intersection.
 - 5. Owatonna Public Utilities will install and pay for all public street lights.
 - 6. The boulevard trees shall be installed and maintained by the Owner until the City Council adopts the resolution stating each phase and / or subphase is substantially complete for each phase and / or subphase as defined in plans submitted to the City by the Owner and approved in the PUD for Mineral Springs Estates. All boulevard trees are subject to the warranty period stated in Section L.
 - 7. The Owner shall pay for all street signs, within the Project as required by the Ordinance for the City of Owatonna and Minnesota Uniform Traffic Control Manual. The following signs are expected but not limited to:

- a. Street naming signs at the intersection of 7th Avenue NE, Hemlock Lane NE and Dakota Lane NE.
- b. Stop signs will be installed on Dakota Lane NE at the 7th Avenue NE Intersection and the Hemlock Lane NE and 7th Avenue NE intersection.
- 8. Outlot E will be used exclusively as the construction access for the project unless otherwise agreed upon by the parties in writing. Construction equipment shall not access the property from the development to the south. Stop signs and other warning devices shall be used to ensure pedestrians on the St. Paul Road trail are safe. Any damage caused to the trail shall be repaired by the Owner at no cost to the City and in accordance with all City specifications.

D. Development Plans. The project shall be developed and constructed in accordance with the plans and specifications prepared by Widseth and attached as Exhibit C, and as approved by the City Engineer of the City of Owatonna. No work shall begin until the plan for the proposed improvements are approved by the City Engineer in writing. The plans are required to be reviewed and approved are as follows:

- 1. Construction of 7th Avenue NE, Hemlock Avenue NE, and Dakota Lane NE. The Owner shall be responsible for all grading, construction, and surfacing of the above listed streets.
 - a. Construction observation shall be completed by an individual with the appropriate MNDOT Certifications, including but not limited to; grading and base, aggregate production, concrete I & II, etc.
 - b. Test results in accordance with the Minnesota Department of Transportation State Aid for Local Transportation (SALT) Schedule of Materials control shall be performed by a qualified testing agency and shall be submitted to the City.
 - c. Testing as required for utilities shall be submitted to the City, including but limited to: sanitary sewer pressure and mandrel testing along with video inspection, watermain bacteria testing and pressure testing.
 - d. Construction schedule shall be submitted to the City and updated as changes occur.
- 2. An 8-inch (or in field equivalent) diameter public sanitary sewer main will be constructed from an existing manhole to the south of the property in 7th Avenue NE. An 8-inch sanitary sewer line will be constructed in Dakota Lane NE and drain to a manhole in 7th Avenue NE. A total of 2250 feet of

main and 9 manholes are planned with the Phase 1 improvements. Service lines will be extended into all lots of the project.

3. Construct 2250 feet of eight inch public water main with tracer wire around throughout the project. Construct 91 feet of 6 inch water main within the project. Water services will be constructed into each lot.
4. A public Storm Sewer System will be constructed throughout the project and drain to a private pond in Outlot B. The Owner shall be responsible for the construction of this line, pond, and system.
5. A public Storm Sewer System will be constructed throughout the project and drain to a private pond in Outlot L. The Owner shall be responsible for the construction of this line, pond, and system.
6. A fee of 1% of the total construction cost of street and utility installation costs as provided in Exhibit D shall be submitted to the City Engineer for City oversight of the public infrastructure prior to commencing construction.
7. Any variation from the approved construction plans shall be approved in writing by the City Engineer prior to making any changes.

D. Access.

1. The Owner has been granted access from 7th Avenue NE and Hemlock Avenue NE for Phase 1.
2. All construction access will come through Outlot E for the project.
3. Lots 1 & 2, Block 6 will have a shared access private driveway from the Hemlock Lane NE and Dakota Lane NE intersection extending to the east. These two properties will be responsible for the ongoing maintenance of this private shared driveway access.
4. Access will be required to be constructed via Stoneridge Lane NE connecting to St. Paul Road with Phase 2 of Mineral Springs Estates.

E. Stormwater. The Owner acknowledges that the City has stormwater requirements that need to be met for all development projects. Stormwater responsibilities will all be constructed and maintained by the Owner per the grading permit for each phase.

- F. Development Signage. The Owner has been granted development signage rights through the PUD. All development signs shall be located on private property and maintained by the association.
- G. Wetlands. The Owner agrees that all wetlands have been delineated and are shown on the plat. All provisions of the Wetland Conservation Act have been adhered to. Documentation of the purchase of wetland credits shall be submitted prior to issuance of a grading permit for the project.
- H. Permits. The Owner shall obtain all necessary permits for the construction within the property.
- I. Recording Fee. The Owner shall pay the recording fee for the recording of this Agreement at the Steele County Recorder's office.
- J. License. The Owner hereby grants the City, its agent, and employees a license to enter the project to perform periodic inspections or observations of the work as deemed appropriate by the City.
- K. Warranty. The Owner warrants all work to be performed in the public right-of-way and within the public utility easements against poor material and faulty workmanship for a period of three (3) years after its completion. A warranty bond shall be submitted on the date of substantial completion being declared by the City Council.
- L. Inspection. Owner agrees to hire Widseth or other suitably qualified consultant to inspect and test the construction of the public improvements on a regular and routine basis including the sewage collection system, water distribution, roadways and stormwater systems. Material testing to be paid for by the owner and completed by a certified testing agency.

Owner agrees to hire Widseth to provide construction staking for the construction of all improvements.

Owner agrees to hire Widseth to provide as-built construction drawings for completion of the roadway, stormwater, and utility work. This will be required prior to the City accepting the public improvements from the Owner.

The Owner hereby grants the City, its agents, officials, and engineers, license to enter onto the Property for purposes of undertaking its own inspections at the City's discretion, and at the City's sole expense. City agrees to indemnify Owner, their Governors, Managers, Members and Agents including but not limited to Widseth and hold them harmless from any and all claims, demands, actions, causes of action, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of any entry authorized by City onto Owner's real property except if the claim arises from negligence caused by the Owner.

- M. Security. Prior to commencement of the project, Owner shall deliver to City a Subdivision Bond or other acceptable financial surety to ensure project completion, as estimated by Widseth and attached as Exhibit D, as principal and the City of Owatonna as obligee in the amount of 125% of the estimate attached as Exhibit D. Said surety will be released by the City once the improvements have been accepted by the City Council.

The City agrees that upon substantial completion the original subdivision bond can be replaced with a new subdivision bond that covers 125% of the remaining improvements that will include the sidewalks, boulevard trees, driveway aprons and approaches and final seeding or sodding of the boulevard areas. The Owner agrees that the new bond will be provided prior to substantial completion being granted. Sidewalks will be poured in sequential order and will not be piecemealed together.

The City is hereby granted the option, but not the obligation, to complete or cause completion in whole or part of all of the Owner's obligations under this Agreement for which a bond, letter of credit, cash deposit or other security (hereinafter referred to as the "Security") is required if the Owner defaults with respect to any term or condition in this Agreement for which Security is required and fails to cure such default(s) within sixty (60) days after receipt of written notice thereof from the City; provided however if the nature of the cure is such that it is not possible to complete the cure within sixty (60) days, it shall be sufficient if the Owner has initiated and is diligently pursuing such cure and completes the cure within a reasonable time as determined by the City Engineer. The Owner acknowledges that the City does not assume any obligations or duties of the Owner with respect to any such contract agreements unless the City shall agree in writing to do so.

The City may make a claim against the Security, as appropriate, after the notice and cure period set forth in the foregoing paragraph, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term.

- N. Survey Monuments. Survey Monuments of a permanent character shall be placed at the corners of all lots created by the subdivision and located as required by Minnesota Statute 505.02. Building permits will not be issued until such monuments are placed. The Owner's licensed land surveyor shall submit an affidavit to the City stating all monuments have been placed.
- O. Owner's Responsibility for Code Violations. In the event of a violation of City Code relating to use of the property construction thereon or failure to fulfill an obligation imposed upon the Owner pursuant to this Agreement, City shall give the Owner written notice after which the Owner shall have 30 days within which to cure such violation, provided however, City need not issue a building or occupancy permit for construction or occupancy on the Land while such a violation is continuing, unless waived in writing by City.
- P. Owner's Responsibility for its Contractors. Owner shall release, defend and indemnify City, its elected and appointed officials, employees and agents from

and against any and all claims, demands, lawsuits, complaints, loss, costs (including attorneys' fees), damages and injunctions relating to any acts, failures to act, errors, omissions of Owner or Owner's consultants, contractors, subcontractors, suppliers and agents. Owner shall not be released from its responsibilities to release, defend and indemnify to the extent provided in this Agreement because of any inspection, review or approval by City.

II. CITY'S OBLIGATIONS

- A. The City shall consider the Project/plat under the process outlined in the Zoning and Subdivision Ordinance for the City of Owatonna. The City shall allow the Owner to proceed and complete the platting process including plat recording for the Property prior to completion of the infrastructure.
- B. The City acknowledges that Block 3 will be platted into a Common Interest Community (CIC) Plat.
- C. Building permits will be allowed to be issued prior to the public improvements being completed.
- D. No Certificate of Occupancies will be issued until all public improvements have been deemed substantially complete by the City Council of the City of Owatonna.

III. GENERAL PROVISIONS

- A. Waiver and Amendment. This Agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, beyond those specified in this agreement.
- C. Successors and Assigns. This Agreement shall be binding upon the parties, their heirs, successors and/or assigns.
- D. Ordinances. Except as otherwise expressly provided herein, the Owner and the City acknowledge that they will remain subject to all applicable City ordinances, policies, and other governmental regulations.
- E. Enforcements
 - 1. In the event of either party's default which is not cured within thirty (30) days after written notice thereof, that party shall be deemed to be in default, provided however if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days it shall be

sufficient if the party has initiated and is diligently pursuing such cure and completes the cure within a reasonable time as determined by the City Engineer. If the defaulting party fails to cure the default, the City shall send notice describing with specificity the nature of the default asserted, to the defaulting party and the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default either to restrain any violation or recover damages, or both. In addition, and without limitation, the parties shall have the following specific rights and remedies.

- a. With respect to matters that are capable of being corrected by the non-defaulting party, a non-defaulting party may, at its option enter upon the Property for the purpose of correcting the default and the non-defaulting party's reasonable costs in correcting same, plus interest as provided in Subsection 3 below, shall be paid by the defaulting party to the non-defaulting party immediately upon demand;
 1. Reimbursement. Each party shall be responsible for their own Attorney's fees.
 2. Interest. Interest shall accrue on all amounts required to be reimbursed by the defaulting party to the non-defaulting party pursuant to this Section III,E . at the rate of Prime Rate as established from time to time by U.S. Bank, Rochester, Minnesota, plus two percent per annum from the date of payment by the defaulting party until the date reimbursed in full with accrued interest.
 3. Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
 4. Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.
- F. Severability. Invalidation of any of the provisions in the Agreement by judgment or court order shall in no way effect any of the other provisions, which other provision shall remain in full force and effect.
- G. Force Majeure. If either party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes,

walk-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, contractor delays, or other similar causes beyond either parties control, performance by such party will be extended for the period of time attributable to such causes.

- H. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- I. Notices. Any notice or election herein required or permitted to be given or serviced by any party hereto upon the other will be in writing and delivered in person, by facsimile, recognized overnight delivery service (i.e., Federal Express, UPS, etc.), or sent by United States certified or registered mail, postage prepaid, addressed as follows:

If to Owner: Mineral Springs Estates, LLC
Attention: Aberon Trunch
3611 85th Street NW
Oronoco MN 55960
Email: Atrunch@Prairie Lasalle Partners.com

With a copy to Greg C. Whitehead
Attorney
Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, IL 60605
Email: gwhitehead@att-law.com

And to: Joel Hilgendorf
Attorney
Hellmuth and Johnson
8050 West 78th Street
Edina, MN 55439
Email: jhilgendorf@hjlawfirm.com

If to the City: City of Owatonna
Attention: City Administrator
540 West Hills Circle
Owatonna, MN 55060

Any such communication, if mailed as provided herein, will be deemed to have been received on the expiration of five (5) business days after mailing. Any such communication, if sent by recognized overnight delivery service (i.e., Federal Express, UPS, etc.) will be deemed to have been received on the first business day after the communication is sent by such means. Any communication personally delivered will be deemed to have been given upon delivery thereof in the manner above provided on the date delivered. If the last day of a period within which either party is required or allowed to provide a notice, demand, offer, election, acceptance or other communication hereunder should fall upon a Saturday, Sunday or legal holiday then, the next

full business day will be included in such period and such notice, offer, demand, request or communication may be made and given on such next full business day.

J. No Third-Party Beneficiaries

The terms and provisions of the Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not intended to confer third-party beneficiary rights upon any other person.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above written.

CITY OF OWATONNA, a Minnesota
Municipal Corporation

Owner:
Mineral Springs Estates, LLC. a
Minnesota limited liability company

By _____
Its Mayor

By: _____
Its: Authorized Representative

Attest: _____
Its City Administrator

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF STEELE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____ and _____, the Mayor
and City Clerk, respectively, of the City of Owatonna, a Minnesota municipal corporation, on
behalf of the corporation.

Notary Public

My commission expires _____.

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____, of Mineral
Springs Estates, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

My commission expires _____.

Exhibit A

(Final Plat)

MINERAL SPRINGS ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Festal Farms Company, a Minnesota Corporation, owner of the following described property:

That part of GOOD SAMARITAN ADDITION according to the recorded plat thereof on file in the Steele County, Minnesota, Recorder's Office, and part of the Southeast Quarter (SE1/4) of Section 34, Township 108, Range 20, Steele County, Minnesota, described as follows: Beginning at the northeast corner of said SE1/4; thence South 00 degrees 07 minutes 54 seconds East, bearing based on the Steel County Coordinate Database NAD83, 1614.62 feet to the northeast corner of WILLOWBROOK ADDITION NO. 3; according to the plat on file in said Recorder's Office; thence North 89 degrees 54 minutes 06 seconds West 2633.75 feet along the north line of said WILLOWBROOK ADDITION NO. 3 and along the north line of WILLOWBROOK ADDITION NO. 2 according to the plat on file in said Recorder's Office, to its intersection with the west line of said SE1/4; thence North 00 degrees 10 minutes 39 seconds West 101.50 feet along said west line of the SE1/4; thence North 89 degrees 49 minutes 21 seconds East 423.00 feet; thence North 00 degrees 10 minutes 39 seconds West 514.89 feet parallel with said west line of the SE1/4; thence South 89 degrees 49 minutes 21 seconds West 423.00 feet to said west line of the SE1/4; thence North 00 degrees 10 minutes 39 seconds West 378.15 feet along said west line of the SE1/4 to the southwest corner of the tract described in Document No. 361141 on file in said Recorder's Office; thence easterly 695 feet, more or less, along the centerline of a drainage ditch to the southeast corner of said tract described in Document No. 361141; thence North 00 degrees 10 minutes 39 seconds West 631 feet, more or less, along the east line of said tract described in Document No. 361141 to its intersection with the north line of said SE1/4; thence South 89 degrees 54 minutes 13 seconds East 1940.04 feet to the point of beginning. Subject to easements, reservations, or restrictions of record, if any.

Have caused the same to be surveyed and platted as MINERAL SPRINGS ESTATES and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF, said Festal Farms Company, a Minnesota Corporation, has caused these presents to be signed by its proper officer this _____

day of _____, 20_____.

Signed: Festal Farms Company

Chadwick S. Lange, President
Slate of _____
County of _____

This instrument was acknowledged before me on _____ by Chadwick S. Lange, President of Festal Farms Company, a Minnesota Corporation.

Notary Public _____
My Commission Expires: _____

Chadwick S. Lange, Trustee
State of _____
County of _____

This instrument was acknowledged before me on _____ by Chadwick S. Lange and Karen Lange, Trustees of Festal Farms Company, a Minnesota corporation.

Notary Public _____
My Commission Expires: _____

I, Tyler J. Pogreba, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Tyler J. Pogreba, Licensed Land Surveyor
Minnesota License Number 60122

State of Minnesota

County of _____
This instrument was acknowledged before me on _____ by Tyler J. Pogreba,

Notary Public, _____

My Commission Expires _____

This plat of THE MINERAL SPRINGS ESTATES was approved and accepted by the City Council of the City of Owatonna, Minnesota on this _____ day of _____, 20_____ and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 Subd. 2.

Kris M. Busse, City Administrator

I hereby certify that in accordance with Minnesota Statutes, Section 505.021 Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

Scott A. Tuchtenhagen, County Surveyor, Steele County, Minnesota

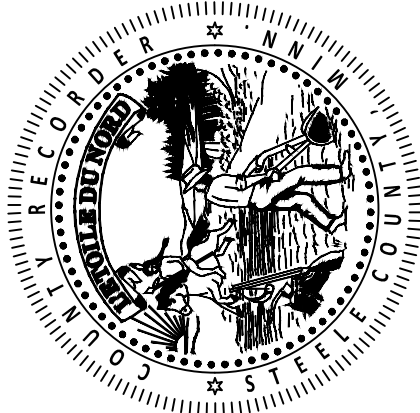
No delinquent taxes and transfer entered this _____ day of _____, 20_____.

Jennifer Mueller, Property Tax and Elections Director, Steele County, Minnesota

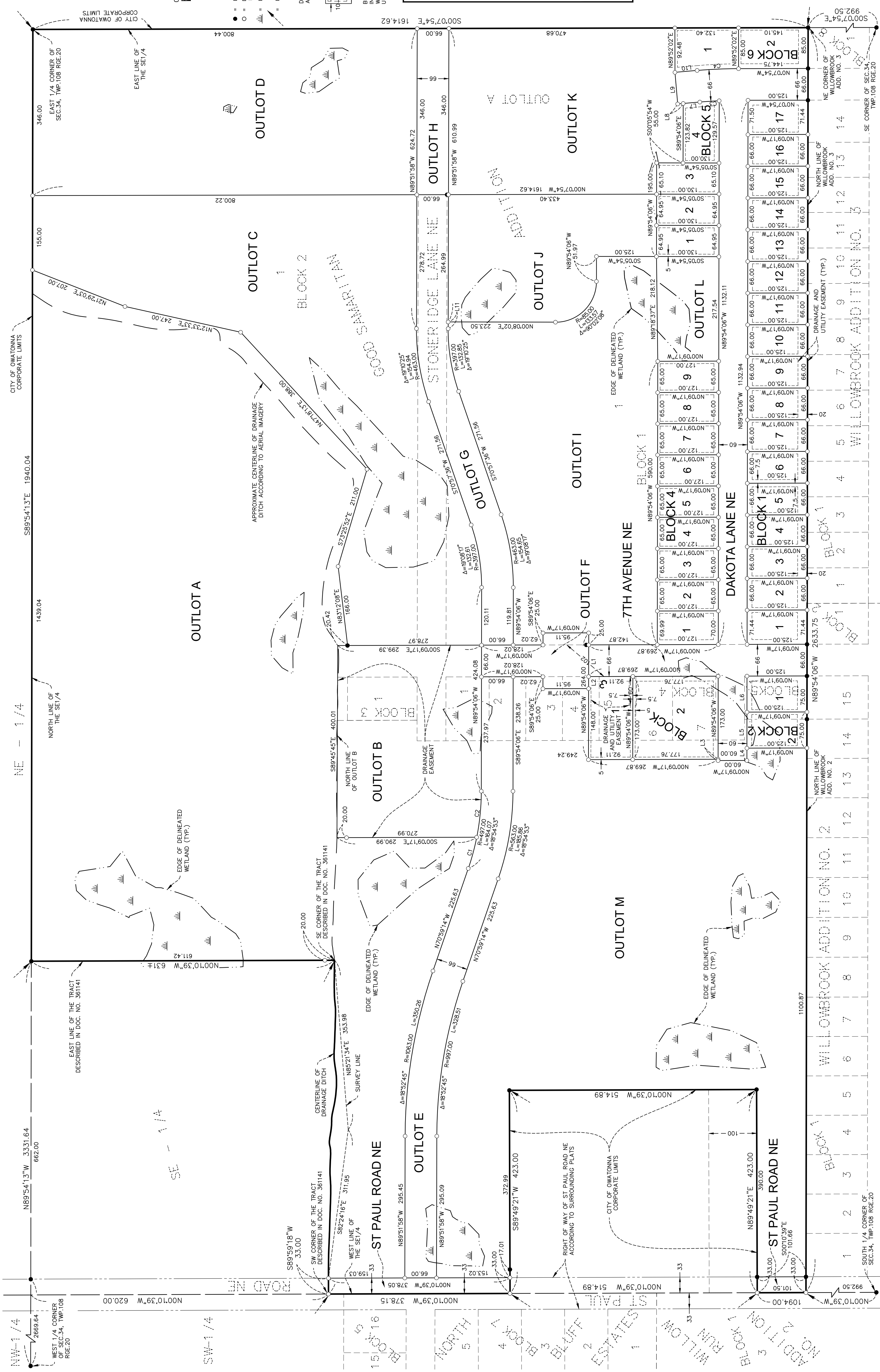
I hereby certify that the taxes due and payable for the year 2023 on the land described herein are paid.

_____, Steele County, Minnesota

Filed in the office of the County Recorder, this _____ day of _____, 20_____,
at _____ o'clock _____ M. in Book _____ of Plats, Page _____ as Document
Number _____.



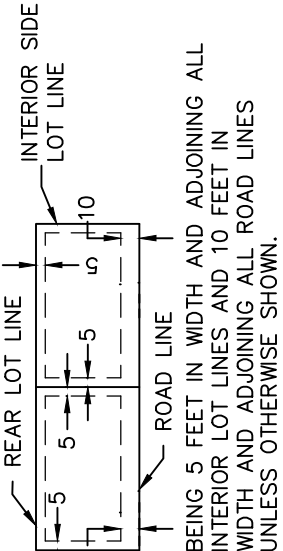
MINERAL SPRINGS ESTATES



SCALE (IN FEET)

- ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER TO BEAR S89°54'13"E
- = DENOTES FOUND IRON MONUMENT
- = PIPE MONUMENT SET AND MARKED PL# 60722
- ≡ = DENOTES DELINEATED WETLAND
- = = DENOTES MINERAL SPRINGS ESTATES CORNERS

DRAINAGE AND UTILITY EASEMENTS ARE AS SHOWN BELOW



LINE AND CURVE TABLE

L1 = N89°54'06"W	66.00
L2 = N89°54'06"W	25.00
L3 = N89°54'06"W	25.99
L4 = N89°54'06"W	25.99
L5 = N89°54'06"W	75.00
L6 = N89°54'06"W	75.00
L7 = N89°54'06"W	34.85
L8 = N89°54'06"W	11.13
L9 = N89°54'06"W	68.00
L10 = N89°54'06"W	48.24
L11 = N89°54'06"W	14.04
C1 = R 497.00	L 67.39 Δ 07°46'07"
CHB S74°52'17"E	CH 67.34
C2 = R 497.00	L 96.68 Δ 11°08'46"
CHB S84°19'43"E	CH 96.63
C3 = R 967.00	L 40.37 Δ 02°23'32"
CHB N03°43'45"W	CH 40.37
C4 = R 1033.00	L 86.43 Δ 04°47'37"
CHB N02°31'43"W	CH 86.40

VICINITY MAP
34-108-20
STEELE COUNTY, MN
(NOT TO SCALE)

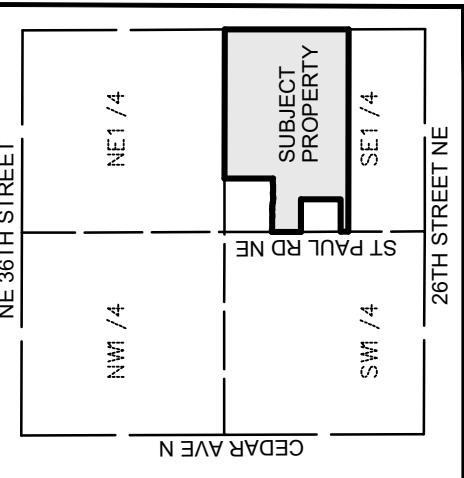


Exhibit B

Blocks 1-6,
Mineral Springs Estates,
Steele County, Minnesota

Exhibit C

(Construction Plans)

MINERAL SPRINGS ESTATES

OWATONNA, MINNESOTA

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" ALONG WITH THE C.E.A.M
"CONSTRUCTION STANDARD SPECIFICATIONS 2023" AND CITY OF OWATONNA
SPECIFICATIONS SHALL GOVERN.

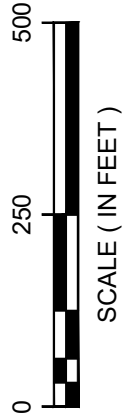


INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND
3	TYPICAL SECTIONS
4	CONSTRUCTION NOTES & STANDARD PLATES
5 - 7	STANDARD PLATES
8 - 9	PLAN & PROFILE - 7TH STREET NE & EXTENSION
10 - 12	PLAN & PROFILE - DAKOTA LANE NE
13	PLAN & PROFILE - HEMLOCK AVENUE NE
14	STORM-1, STORM-2 & STORM-3
15	STORM-4 & STORM-5
16	GRADING PLAN NOTES
17 - 19	GRADING PLAN
20 - 21	SWPPP NARRATIVE
22 - 33	CROSS SECTIONS

* THIS PLAN CONTAINS 33 SHEETS

CITY OFFICIALS

MAYOR: MATT JESSOP
COUNCIL PRESIDENT: KEVIN RANEY
COUNCIL MEMBERS: DOUG VOSS, DAVE BURBANK, DON MCCANN, DAN BOEKE, NATE DOTSON, BRENT SVENBY
CITY ADMINISTRATOR: KRIS M. BUSSE



PROJECT LOCATIONS

ALL UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND WERE DETERMINED FROM THE RESPECTIVE UTILITY COMPANIES FOLLOWING A GOPHER STATE ONE CALL DESIGN LOCATE REQUEST. THE UTILITIES SHOWN ON THE PLAN MAY NOT REPRESENT ALL UNDERGROUND UTILITIES IN THE AREA. NO FIELD VERIFICATION WAS MADE FOR THE UTILITIES SHOWN. THE UTILITY COMPANIES THAT RESPONDED TO THE ONE CALL ARE AS FOLLOWS: CITY OF CHATFIELD, MINNESOTA ENERGY RESOURCES, MEDIACOM, HIAWATHA BROADBAND COMM, CENTURLINK, PEOPLES ENERGY COOPERATIVE.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/VASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

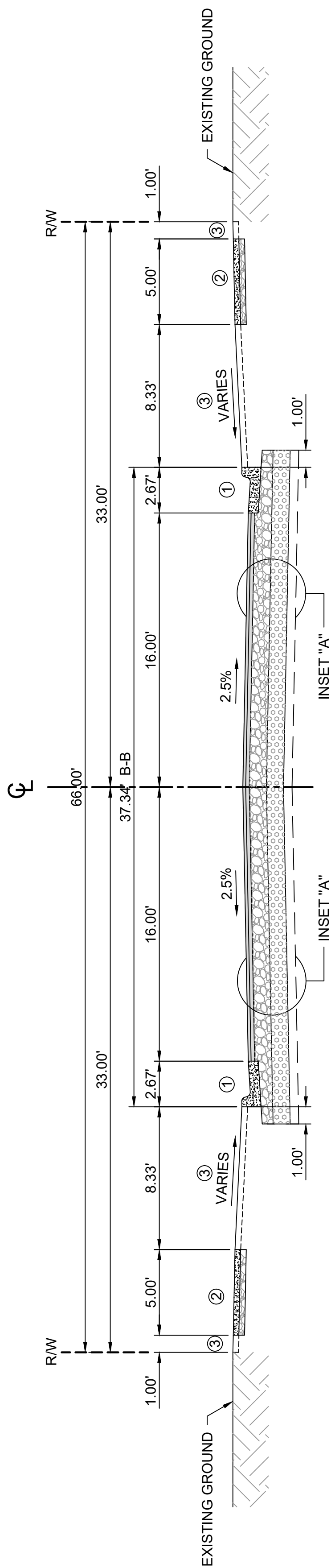
DATE	REV#	REVISIONS DESCRIPTION	BY

HERBRY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

[illegible]

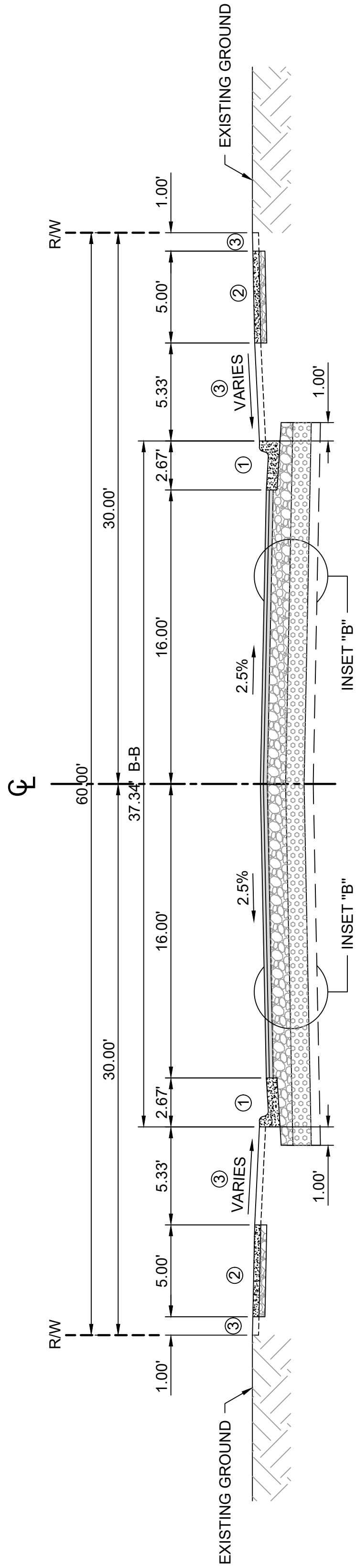
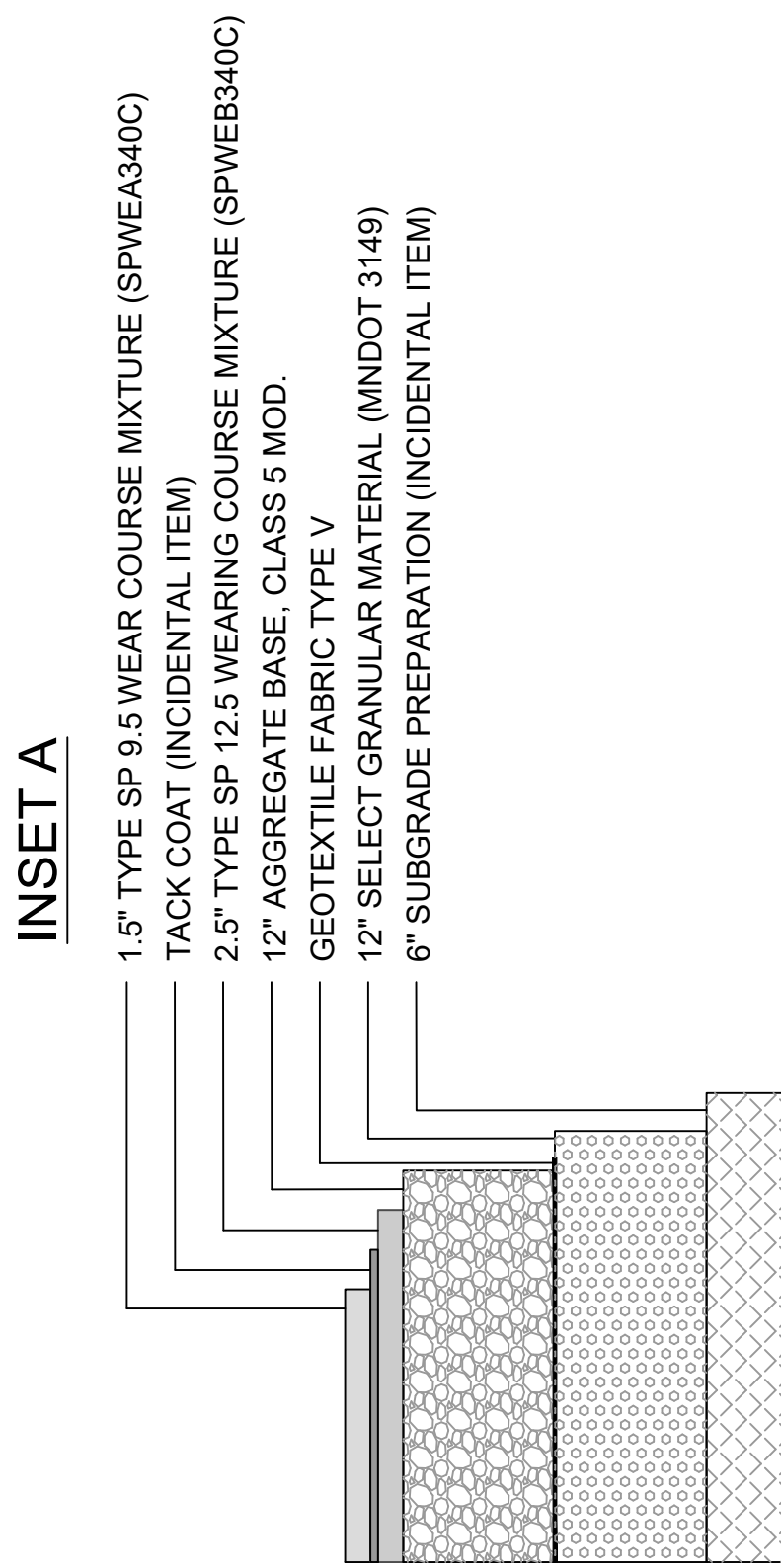
3 SHEET NO.	MINERAL SPRINGS ESTATES MINERAL SPRINGS ESTATES, LLC OWATONNA, MINNESOTA		TYPICAL SECTIONS	
	DATE:	APRIL, 2025		
	SCALE:	AS SHOWN		
	DRAWN BY:	CMB		
	CHECKED BY:	CMB	JOB NUMBER: 2022-11572	
DATE	REV#	REV#	REVISIONS DESCRIPTION	BY
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		CRAG N BRITTON DATE: 04-25-2025 LIC. NO. 44228		

ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS



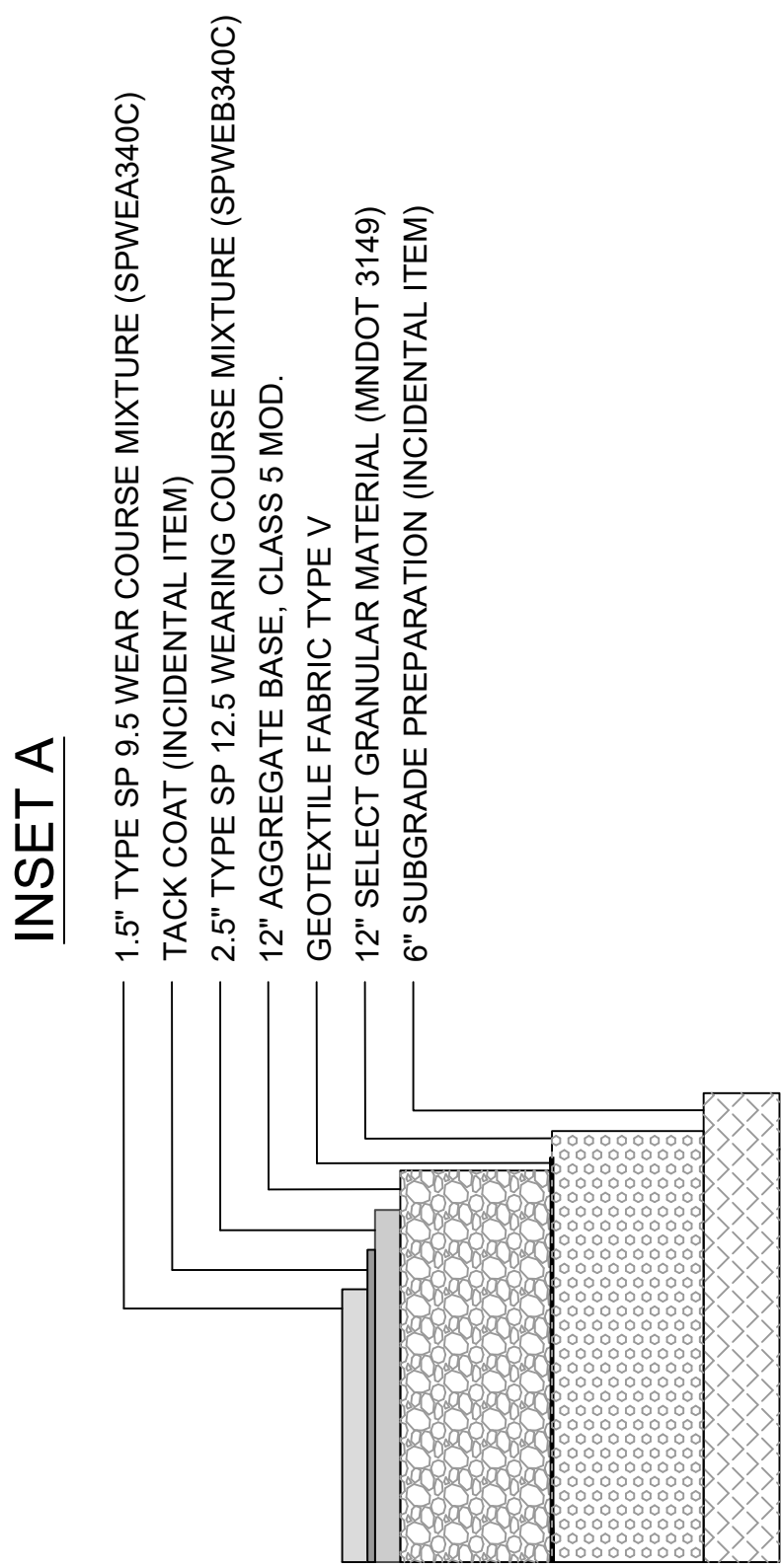
7TH AVENUE NE AND HEMLOCK AVENUE NE
PROPOSED TYPICAL SECTION

- NOTES:
- ① PLACE B624 CURB & GUTTER
 - ② PLACE 4" CONCRETE WALK AT 1.5% MAX CROSS SLOPE (4" CONCRETE & 4" CLASS 5 AGG. MOD.)
 - ③ PLACE 6" TOPSOIL, SEED AND MULCH (SEE CROSS SECTIONS FOR SLOPES)



DAKOTA LANE NE
PROPOSED TYPICAL SECTION

- NOTES:
- ① PLACE B624 CURB & GUTTER
 - ② PLACE 4" CONCRETE WALK AT 1.5% MAX CROSS SLOPE (4" CONCRETE & 4" CLASS 5 AGG. MOD.)
 - ③ PLACE 6" TOPSOIL, SEED AND MULCH (SEE CROSS SECTIONS FOR SLOPES)



CONSTRUCTION/SOIL NOTES

Grading, Base and Surface

1.

TOP OF THE GRADING SUBSTRATE (GRADING GRADE) IS DEFINED AS THE BOTTOM OF THE SELECT GRANULAR MATERIAL.
2.

UNSUITABLE MATERIALS ARE TOPSOILS, DEBRIS, PEAT, MUCK AND ORGANIC OR OTHER UNSTABLE SOILS.
3.

STRIP SOD AND TOPSOIL FROM AREAS TO BE DISTURBED BY CONSTRUCTION AND REUSE AS SLOPE DRESSING.
4.

ALL TOPSOIL STRIPPING WILL BE INCLUDED IN THE COMMON EXCAVATION QUANTITIES.
5.

THE ORGANIC PORTIONS OF THE SURFICIAL DEPOSITS SHOULD BE REMOVED WITH A MINIMUM 1' DEEP SUBCUT IN THE PROPOSED ROADWAY AREAS PRIOR TO CONSTRUCTION OF THE PAVEMENT SECTION. BACKFILL WITH CLASS 5 AGGREGATE BASE. ANY UNCONTAMINATED COMMON EMBANKMENT MATERIAL REMOVED FROM THE EXISTING SUBGRADE AREA MAY BE USED IN OTHER AREAS DESIGNATED FOR COMMON EMBANKMENT MATERIAL.
6.

EXCESS TOPSOIL AND MUCK MATERIAL SHALL BE USED THROUGHOUT THE PROJECT AND AS DIRECTED BY THE ENGINEER.
7.

OBTAIN COMPACTION ON THE GRADING PORTIONS OF PERMANENT CONSTRUCTION IN ACCORDANCE WITH THE "QUALITY COMPACTION METHOD" REQUIREMENTS.
8.

COMPACTION OF THE AGGREGATE BASE LAYER SHALL BE OBTAINED IN ACCORDANCE WITH THE "QUALITY COMPACTION METHOD". COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION D.2 OF THE (2211) AGGREGATE BASE SPECIFICATION, INCLUDED IN THE MnDOT STANDARD SPECIFICATION FOR CONSTRUCTION.
9.

THE BOTTOM OF ALL SUBCUTS SHALL BE SHAPED AND COMPACTED BY THE "QUALITY COMPACTION METHOD". THE CONTRACTOR SHALL USE A MINIMUM OF 4 PASSES OF AN APPROVED COMPACTION DEVICE.
10.

WHERE CONNECTING TO THE INPLACE ROADWAYS AT THE TERMINI OF PROPOSED CONSTRUCTION, CUT VERTICALLY TO THE BOTTOM OF THE INPLACE SURFACING OR TO THE BOTTOM OF THE NEW SURFACING, WHICHEVER IS DEEPER, THEN 1(V):20(H) TO THE BOTTOM OF THE RECOMMENDED SUBGRADE EXCAVATION, UNLESS OTHERWISE NOTED.
11.

PROVIDE 1(V):20(H) LONGITUDINAL TAPERS BETWEEN CHANGES IN SUBGRADE AND SUBCUT DEPTHS.
12.

DITCH BOTTOMS, TOE OF FILL, CUT RUNOUTS AND THE TOP EDGE OF THE BACKSLOPES SHALL BE ROUNDED REGARDLESS OF THE SECTION USED ON THE CROSS SECTION SHEETS.
13.

PROVIDE FOR A UNIFORM BITUMINOUS TACK COAT BETWEEN ALL BITUMINOUS COURSES. ALL COSTS ASSOCIATED WITH THE FURNISHING AND PLACEMENT OF THE TACK COAT SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS BID. THE TACK COAT SHALL BE IN ACCORDANCE WITH MN/DOT SPECIFICATION 2357.
14.

AGGREGATE BASE CLASS 5 SHALL BE INCORPORATED INTO THE SUBGRADE AS STABILIZING AGGREGATE TO ACHIEVE SATISFACTORY SURFACE STABILITY AT LOCATIONS DEEMED NECESSARY BY THE ENGINEER. GRANULAR MATERIAL WHICH IS FURNISHED BY THE CONTRACTOR SHALL BE STABILIZED, IF NECESSARY, AT THE CONTRACTOR'S EXPENSE. WHERE STABILIZING AGGREGATE IS DEEMED NECESSARY, IT SHALL BE PLACED AT A RATE OF APPROXIMATELY 200 LBS/SY.
15.

PROVIDE A SAWCUT WHERE PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT TO ENSURE A UNIFORM JOINT.
16.

ALL PEDESTRIAN RAMPS SHALL MEET THE PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.
17.

CONNECT TO EXISTING CONCRETE CURB & GUTTER AND SIDEWALK IN ACCORDANCE WITH MnDOT STATE AID CONCRETE PAVEMENT REHABILITATION BEST PRACTICES MANUAL, REPAIR TYPE SA-CG AND SA-SW, RESPECTIVELY.

REMOVALS

18.

PROVIDE FOR THE REMOVAL AND DISPOSAL OF ANY INPLACE SURFACING, OTHER STRUCTURES OR DEBRIS THAT WOULD INTERFERE WITH CONSTRUCTION. ALL SUCH MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED, AND SHALL EITHER BE RECYCLED TO THE EXTENT ALLOWED OR DISPOSED OF OFF THE RIGHT OF WAY IN ACCORDANCE WITH SPEC. 2104.03.C. PROVIDE FOR SAW CUTTING AS DEEMED NECESSARY BY THE ENGINEER.

Turf Establishment

19.

PLACE A MINIMUM OF 6 INCHES OF TOPSOIL IN SEED AREAS SCHEDULED FOR PERMANENT TURF ESTABLISHMENT.

20.

ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

21.

PROVIDE COMMERCIAL FERTILIZER TYPE 3, OR EQUIVALENT ON ALL AREAS TO BE SEEDED (INCIDENTAL ITEM).

Miscellaneous

22.

WHERE SEDIMENT DEPOSITS OFF-SITE OR IN A DITCH OR STREAM CHANNEL IN ANY LOCATION, THE MATERIAL MUST BE REMOVED BY THE CONTRACTOR, AT THEIR EXPENSE, WITHIN 2 DAYS.

23.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ANY WORK AREAS NEAR TRAFFIC IN ACCORDANCE WITH THE MNUOTCD.

24.

THE CONTRACTOR IS HEREBY REMINDED OF THEIR RESPONSIBILITY UNDER STATE LAW TO CONTACT ALL UTILITIES THAT MAY HAVE FACILITIES IN THE AREA. CONTACT MUST BE MADE THROUGH GOPHER STATE ONE-CALL.

25.

WHENEVER THE WORD "INCIDENTAL" IS USED IN THIS PLAN, IT SHALL MEAN THIS WORK WILL BE INCIDENTAL FOR WHICH NO DIRECT COMPENSATION WILL BE MADE.

26.

ALL REQUIRED DEWATERING ON THIS PROJECT IS CONSIDERED INCIDENTAL TO OTHER ITEMS BID.

27.

ALL MAILBOXES SHALL BE SALVAGED AND REINSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE TEMPORARY MAILBOXES FOR POSTAL DELIVERY DURING CONSTRUCTION. ALL WORK TO BE COORDINATED WITH THE PROPERTY OWNERS AND POST OFFICE STAFF. ALL COSTS OF PROVIDING THE WORK AS DESCRIBED SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS BID.

Tracer Wire

28.

THE CONTRACTOR SHALL FURNISH AND INSTALL WATER AND CORROSIVE PROOF CONNECTORS AS APPROVED BY THE ENGINEER PRIOR TO USE. THE CONTRACTOR SHALL INSTALL THE CONNECTORS IN STRICT CONFORMANCE WITH THE SUPPLIERS RECOMMENDATIONS.

29.

THE CONTRACTOR SHALL FURNISH AND INSTALL TRACER WIRE PER THE CURRENT EDITION OF THE MN RURAL WATER SPECIFICATION. TESTING OF THE TRACER WIRE SYSTEM SHALL BE COMPLETED BY THE CONTRACTOR, AT THEIR EXPENSE, PRIOR TO SURFACING CONSTRUCTION.

THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT.

MnDOT STANDARD PLATES	
3000L	REINFORCED CONCRETE PIPE
3006G	GASKET JOINT FOR R.C. PIPE
4006L	MANHOLE OR CATCH BASIN PRECAST - DESIGNS G & H
4007C	PRECAST MECHANICAL JOINT SEWER MANHOLE
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN
4022A	MANHOLE OR CATCH BASIN COVER
4024A	48" DIA. PRECAST SHALLOW DEPTH CATCH BASIN
4026A	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4180J	MANHOLE OR CATCH BASIN STEP
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100H	CONCRETE CURB AND GUTTER
7111J	INSTALLATION OF CATCH BASIN CASTINGS
8000J	STANDARD BARRICADES

MnDOT STANDARD PLATES AVAILABLE AT: <https://standardplates.dot.state.mn.us/>

MnDOT STANDARD PLANS MANUAL	
5-297.250	PEDESTRIAN CURB RAMP DETAILS
5-297.404	PERMANENT EROSION CONTROL
5-297.405	TEMPORARY SEDIMENT CONTROL
5-297.405	TEMPORARY EROSION CONTROL SILT FENCE
5-297.406	PERMANENT SEDIMENT CONTROL
5-297.422	STANDARD STORM SEWER BEDDING FOR RIGID AND FLEXIBLE PIPE

MnDOT STANDARD PLANS AVAILABLE AT: <https://standardplans.dot.state.mn.us/>

BLOCK 1 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 25+73.66	STA. 25+73.66 - 41.00' RT	1183.82	STA. 25+75.66 - 30.00' RT	1193.49
2	STA. 26+42.38	STA. 26+42.38 - 41.00' RT	1184.76	STA. 26+44.38 - 30.00' RT	1194.61
3	STA. 27+08.38	STA. 27+08.38 - 41.00' RT	1185.85	STA. 27+10.38 - 30.00' RT	1195.70
4	STA. 27+74.38	STA. 27+74.38 - 41.00' RT	1186.93	STA. 27+76.38 - 30.00' RT	1196.78
5	STA. 28+36.33	STA. 28+36.33 - 41.00' RT	1187.96	STA. 28+38.33 - 30.00' RT	1197.80
6	STA. 29+10.33	STA. 29+10.33 - 41.00' RT	1189.28	STA. 29+08.33 - 30.00' RT	1198.01
7	STA. 29+72.39	STA. 29+72.39 - 41.00' RT	1190.29	STA. 29+74.39 - 30.00' RT	1200.03
8	STA. 30+38.39	STA. 30+38.39 - 41.00' RT	1191.36	STA. 30+40.39 - 30.00' RT	1201.24
9	STA. 31+04.39	STA. 31+04.39 - 41.00' RT	1192.44	STA. 31+06.39 - 30.00' RT	1203.14
10	STA. 31+70.39	STA. 31+70.39 - 41.00' RT	1193.52	STA. 31+72.39 - 30.00' RT	1205.25
11	STA. 32+36.39	STA. 32+36.39 - 41.00' RT	1194.59	STA. 32+38.39 - 30.00' RT	1206.38
12	STA. 33+02.39	STA. 33+02.39 - 41.00' RT	1195.67	STA. 33+04.39 - 30.00' RT	1206.73
13	STA. 33+68.39	STA. 33+68.39 - 41.00' RT	1196.66	STA. 33+71.39 - 30.00' RT	1207.06
14	STA. 34+34.39	STA. 34+34.39 - 41.00' RT	1197.56	STA. 34+36.39 - 30.00' RT	1207.39
15	STA. 35+00.39	STA. 35+00.39 - 41.00' RT	1198.47	STA. 35+02.39 - 30.00' RT	1207.72
16	STA. 35+66.39	STA. 35+66.39 - 41.00' RT	1199.37	STA. 35+68.39 - 30.00' RT	1208.08
17	STA. 36+32.88	STA. 36+32.88 - 41.00' RT	1200.29	STA. 36+34.88 - 30.00' RT	1209.10

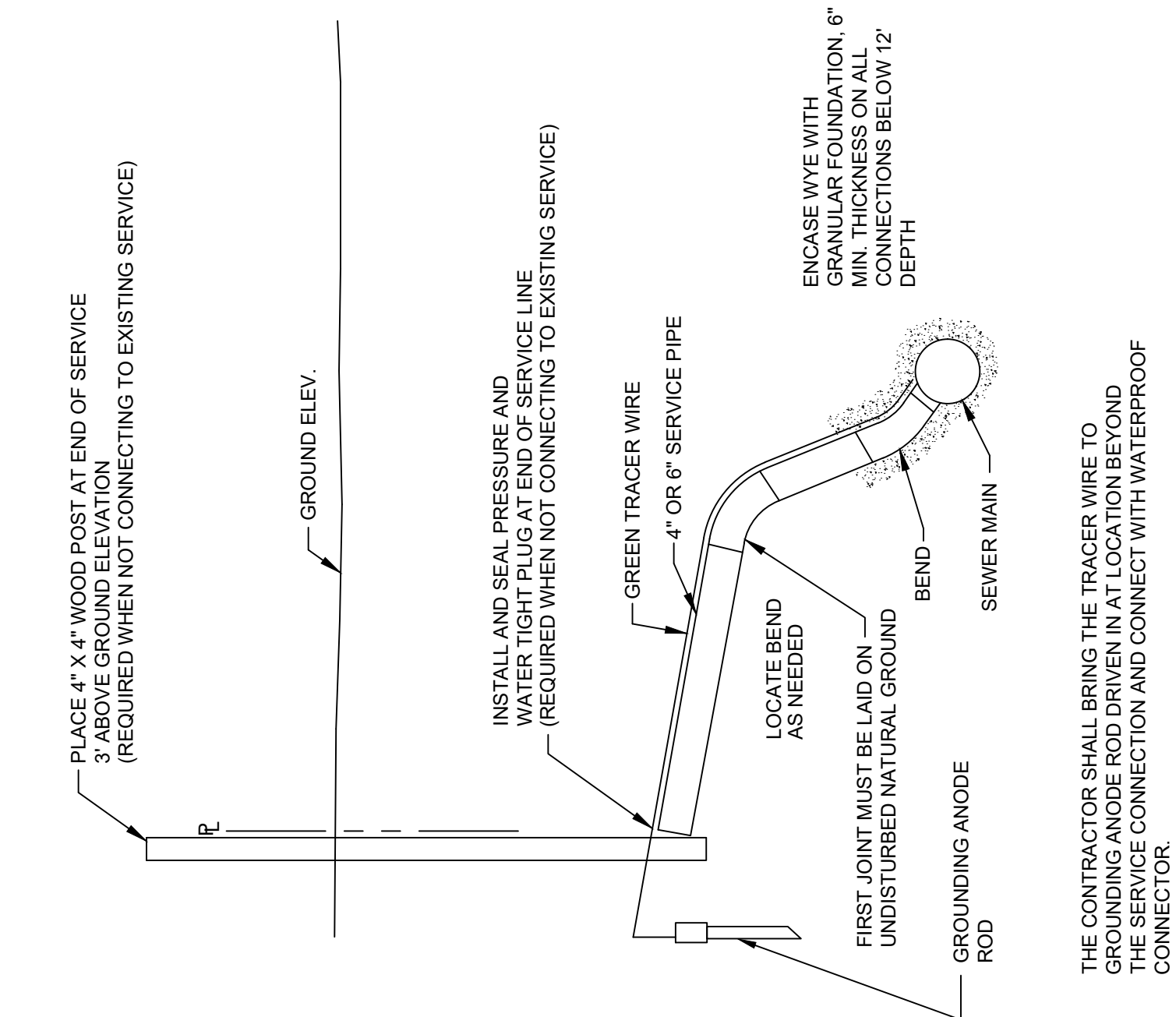
BLOCK 2 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 24+26.94	STA. 24+26.94 - 41.00' RT	1182.94	STA. 24+28.94 - 30.00' RT	1191.94
2	STA. 23+64.44	STA. 23+64.44 - 41.00' RT	1183.29	STA. 23+66.44 - 30.00' RT	1191.21

BLOCK 3 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 3+13.00	STA. 3+13.00 - 44.00' LT	1183.19	STA. 3+11.00 - 33.00' LT	1194.80
2	STA. 4+55.46	STA. 4+55.46 - 44.00' LT	1183.76	STA. 4+53.46 - 33.00' LT	1194.10

BLOCK 5 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 33+43.10	STA. 33+43.10 - 41.00' LT	1196.31	STA. 33+45.10 - 30.00' LT	1206.93
2	STA. 34+24.43	STA. 34+24.43 - 41.00' LT	1197.43	STA. 34+26.43 - 30.00' LT	1207.34
3	STA. 35+02.09	STA. 35+02.09 - 41.00' LT	1198.49	STA. 35+04.09 - 30.00' LT	1207.75
4	STA. 36+06.16	STA. 36+06.16 - 41.00' LT	1199.92	STA. 36+08.16 - 30.00' RT	1208.58

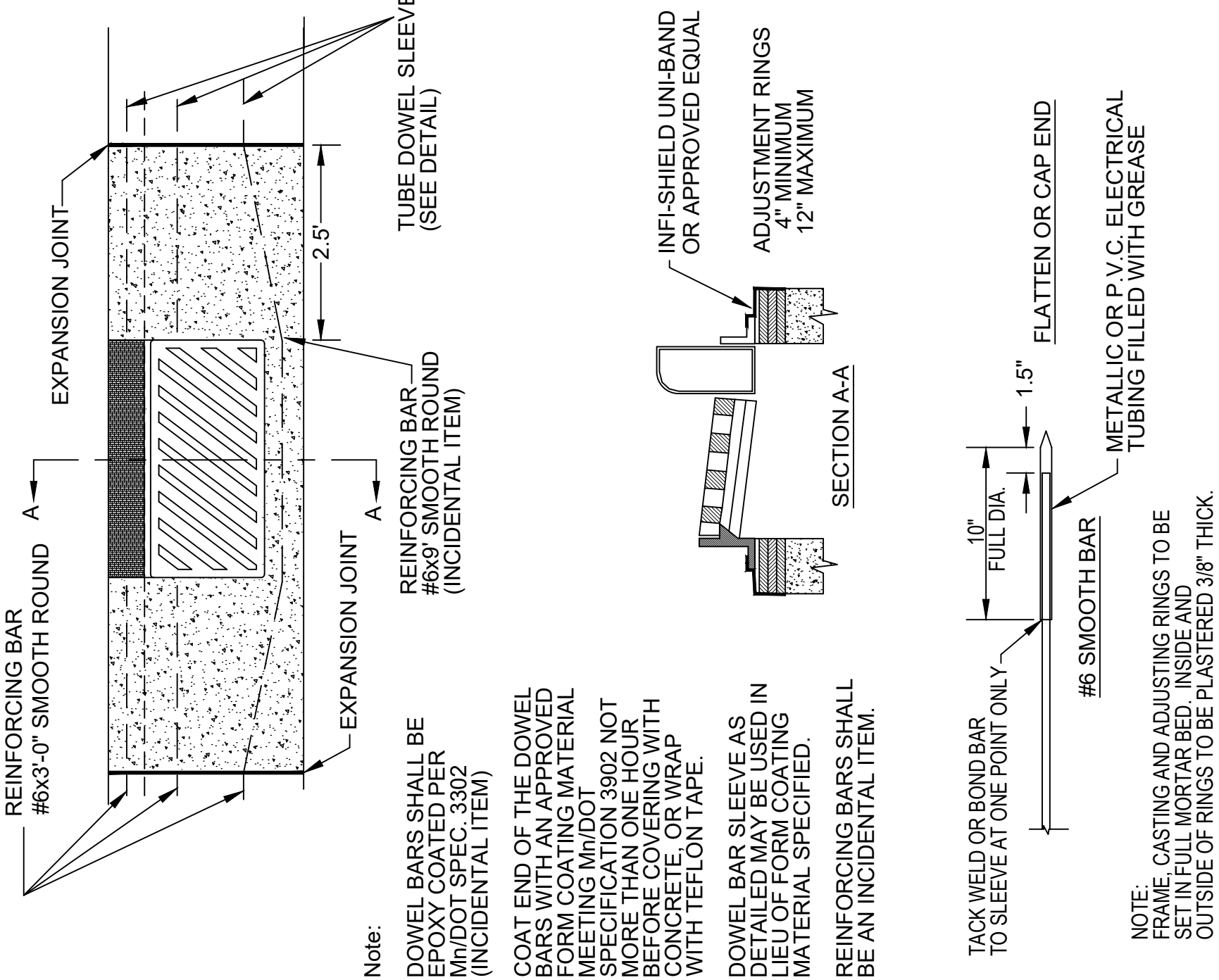
BLOCK 4 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 25+67.66	STA. 25+67.66 - 41.00' LT	1185.45	STA. 25+69.66 - 30.00' LT	1193.39
2	STA. 26+36.38	STA. 26+36.38 - 41.00' LT	1186.15	STA. 26+38.38 - 30.00' LT	1194.51
3	STA. 27+02.38	STA. 27+02.38 - 41.00' LT	1187.00	STA. 27+04.38 - 30.00' LT	1195.60
4	STA. 27+68.18	STA. 27+68.18 - 41.00' LT	1188.10	STA. 27+70.18 - 30.00' LT	1196.68
5	STA. 28+30.33	STA. 28+30.33 - 41.00' LT	1192.15	STA. 28+32.33 - 30.00' LT	1197.70
6	STA. 28+98.18	STA. 28+98.18 - 41.00' LT	1190.20	STA. 29+00.18 - 30.00' LT	1198.81
7	STA. 29+63.18	STA. 29+63.18 - 41.00' LT	1191.30	STA. 29+65.18 - 30.00' LT	1199.88
8	STA. 30+28.18	STA. 30+28.18 - 41.00' LT	1192.35	STA. 30+30.18 - 30.00' LT	1201.01
9	STA. 30+93.18	STA. 30+93.18 - 41.00' LT	1192.95	STA. 30+95.18 - 30.00' LT	1202.77

BLOCK 6 SERVICE CHART					
LOT	WYE LOCATION	END OF SAN. SERVICE LOCATION	END OF SAN. SERVICE ELEV.	CURB BOX LOCATION	TOP CURB BOX ELEV.
1	STA. 36+95.23	STA. 72+27.44 - 41.00' RT	1201.73	STA. 72+42.47 - 33.00' RT	1207.81
2	STA. 36+94.23	STA. 71+26.58 - 41.00' RT	1201.81	STA. 70+97.00 - 33.00' RT	1213.86



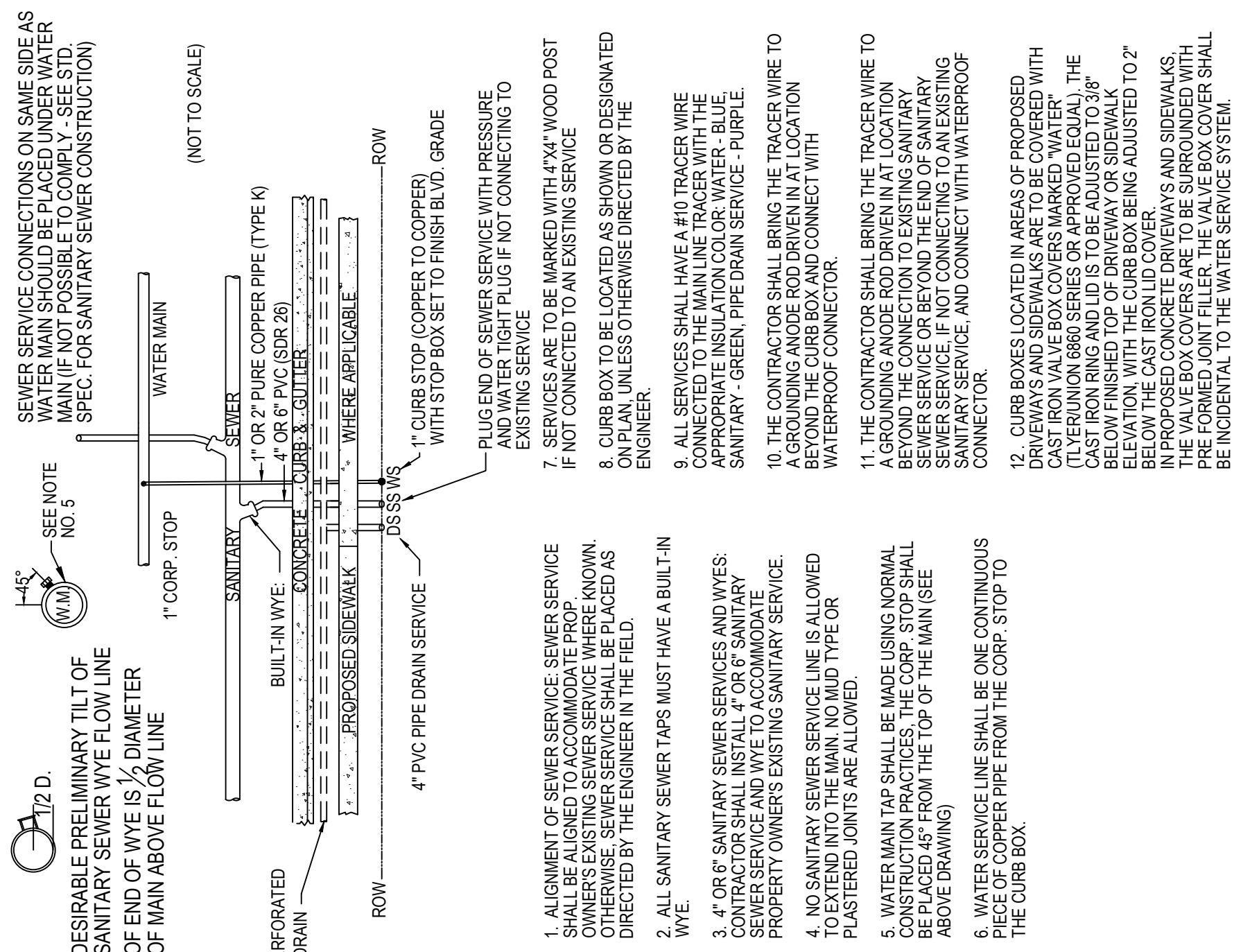
SERVICE RISER CONNECTION

WSN STANDARD PLATE NO. 105.00



CATCH BASIN ADJUSTMENT N CONCRETE CURB & GUTTER

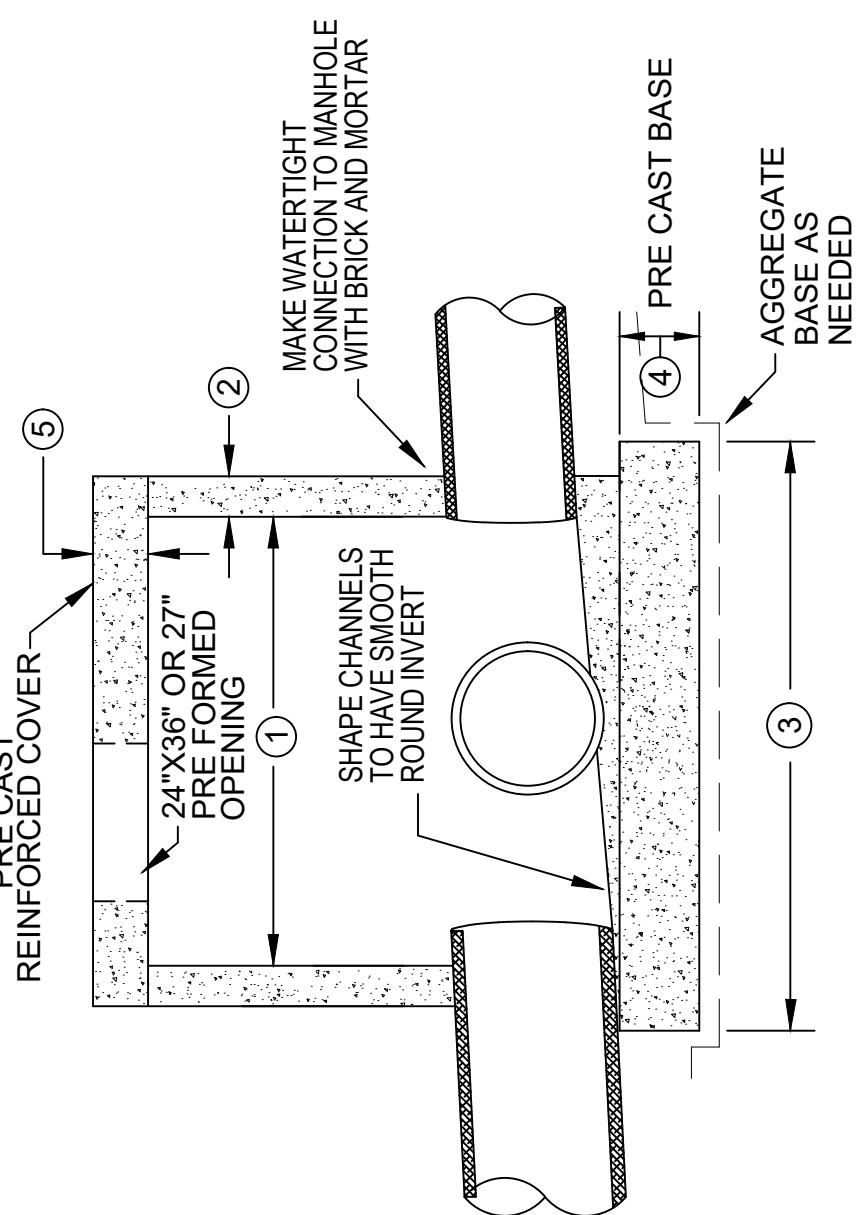
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SERVICE CONNECTIONS

WSN STANDARD PLATE NO. 104.51

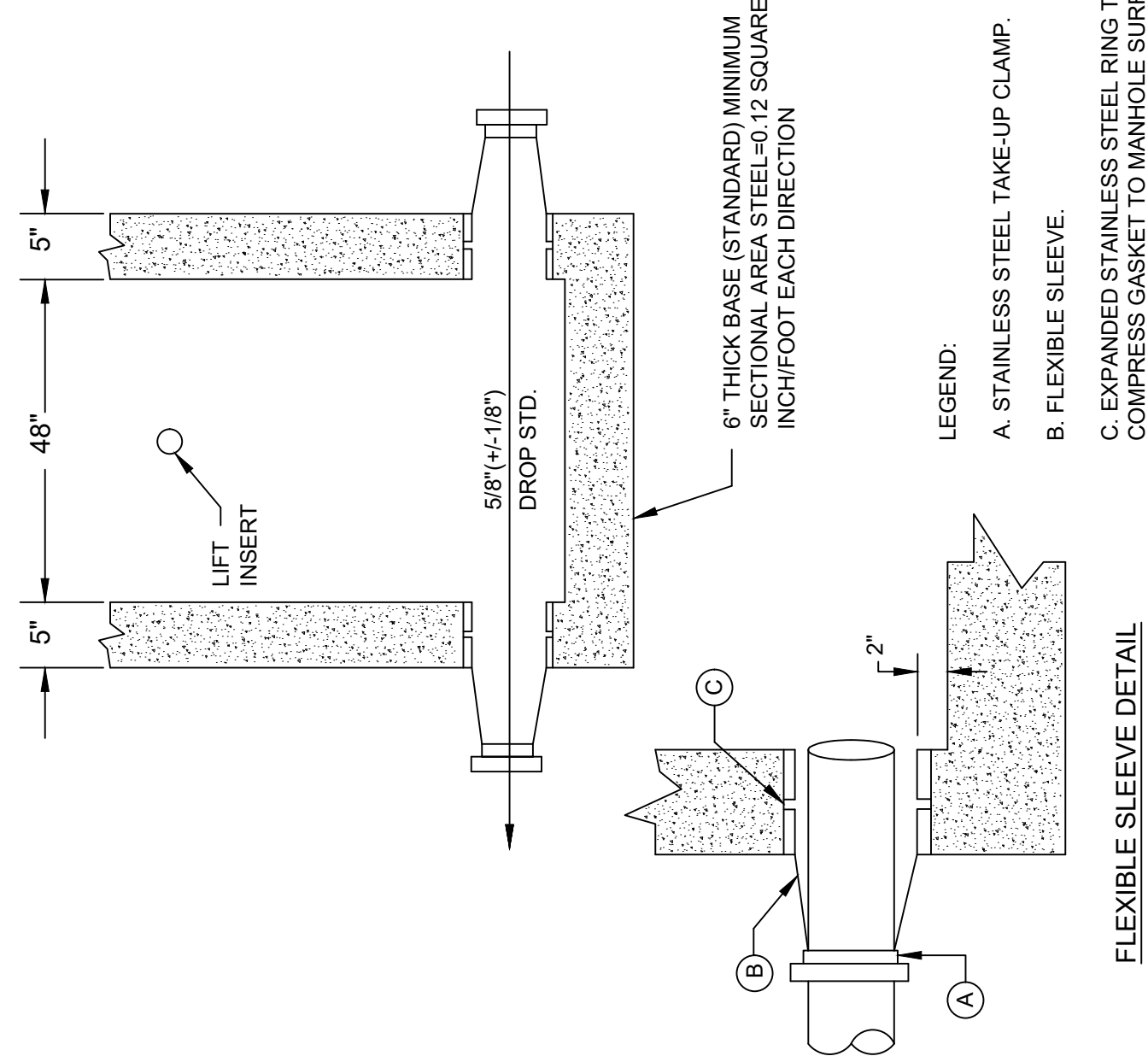
	①	②	③	④	⑤
DESIGN 48"	48"	5"	64"	6"	6"
DESIGN 72"	72"	7"	92"	8"	8"
DESIGN 96"	96"	9"	120"	8"	8"
DESIGN 108"	108"	10"	132"	12"	12"



DRAINAGE STRUCTURE DESIGN 48-4020

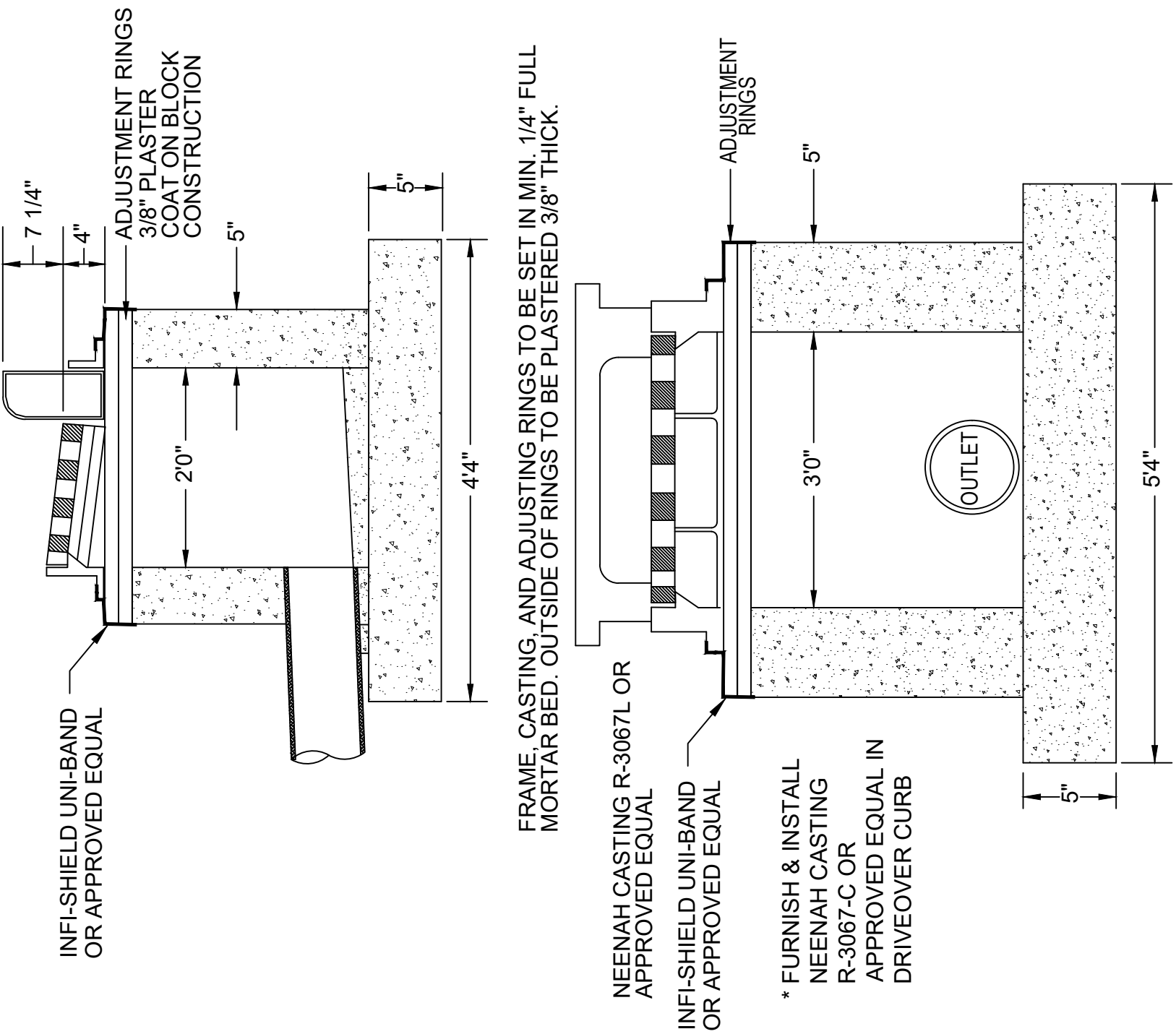
ANSI STANDARD Z39.48-1968 (Z39.48-1968)

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SANITARY SEWER FLEXIBLE SLEEVE DETAIL

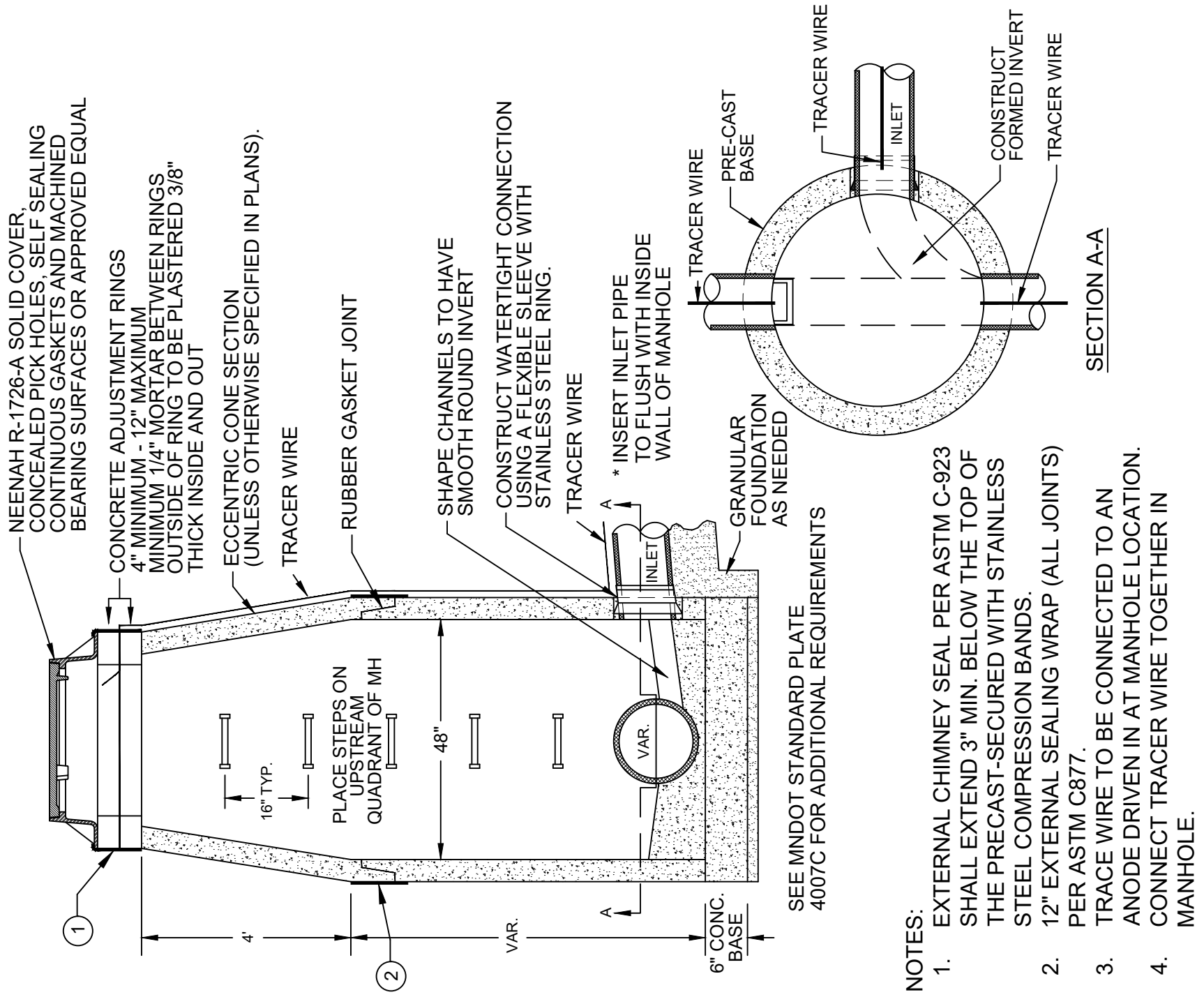
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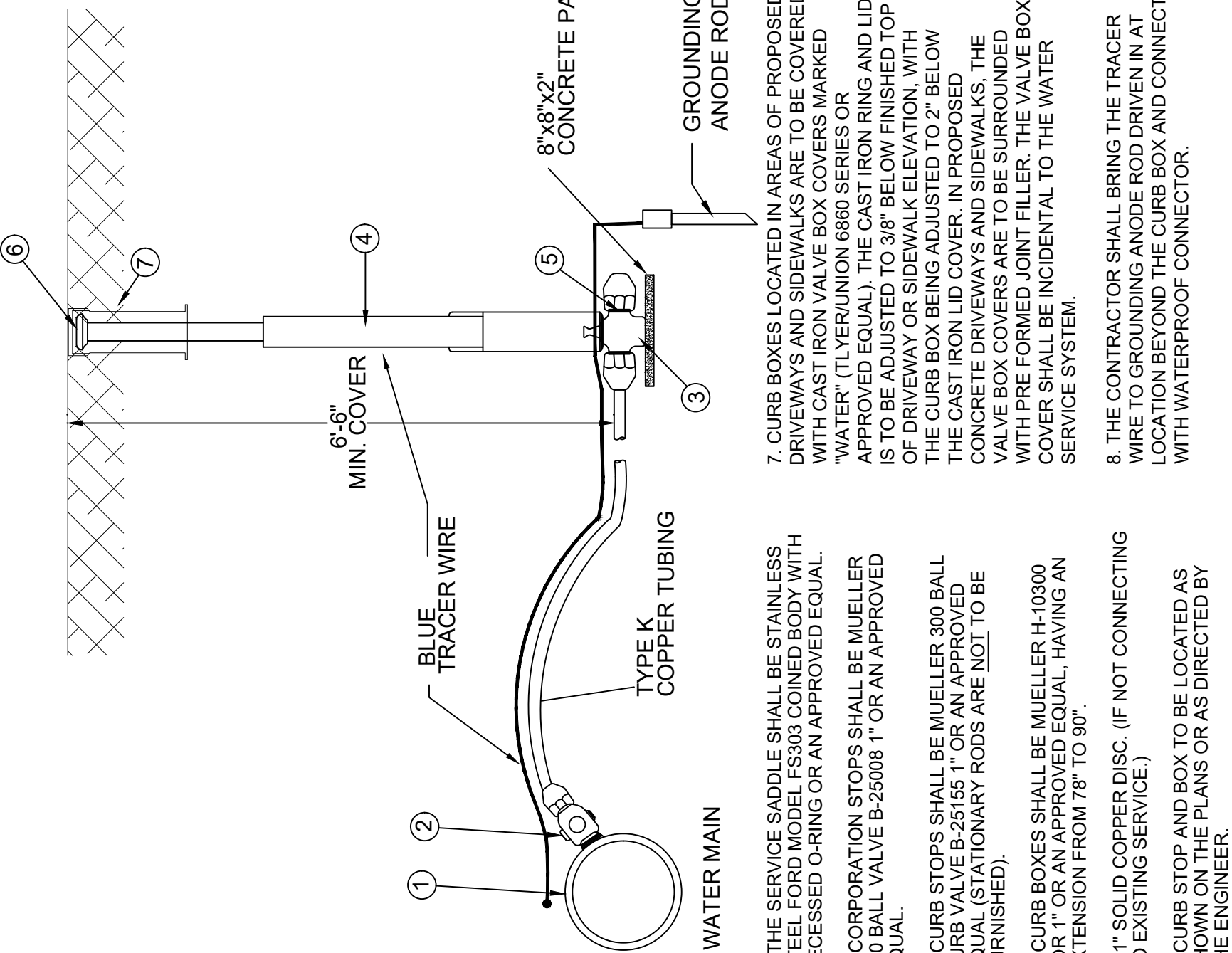
WSN STANDARD PLATE NO. 202.00

NOT TO SCALE)



STANDARD SANITARY SEWER MANHOLE

WSN STANDARD PLATE NO. 100.00



WATER SERVICE CONNECTION

WSN STANDARD PLATE NO. 305.60

NOT TO SCALE)

JOB NUMBER: 2022-11572				CRAIG N. BRITTON		DATE: 04-25-2025 LIC. NO. 44228	
DATE: APRIL 2025	SCALE: AS SHOWN	DRAWN BY: JBS	CHECKED BY: CNB				
REVISIONS DESCRIPTION				BY	I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		

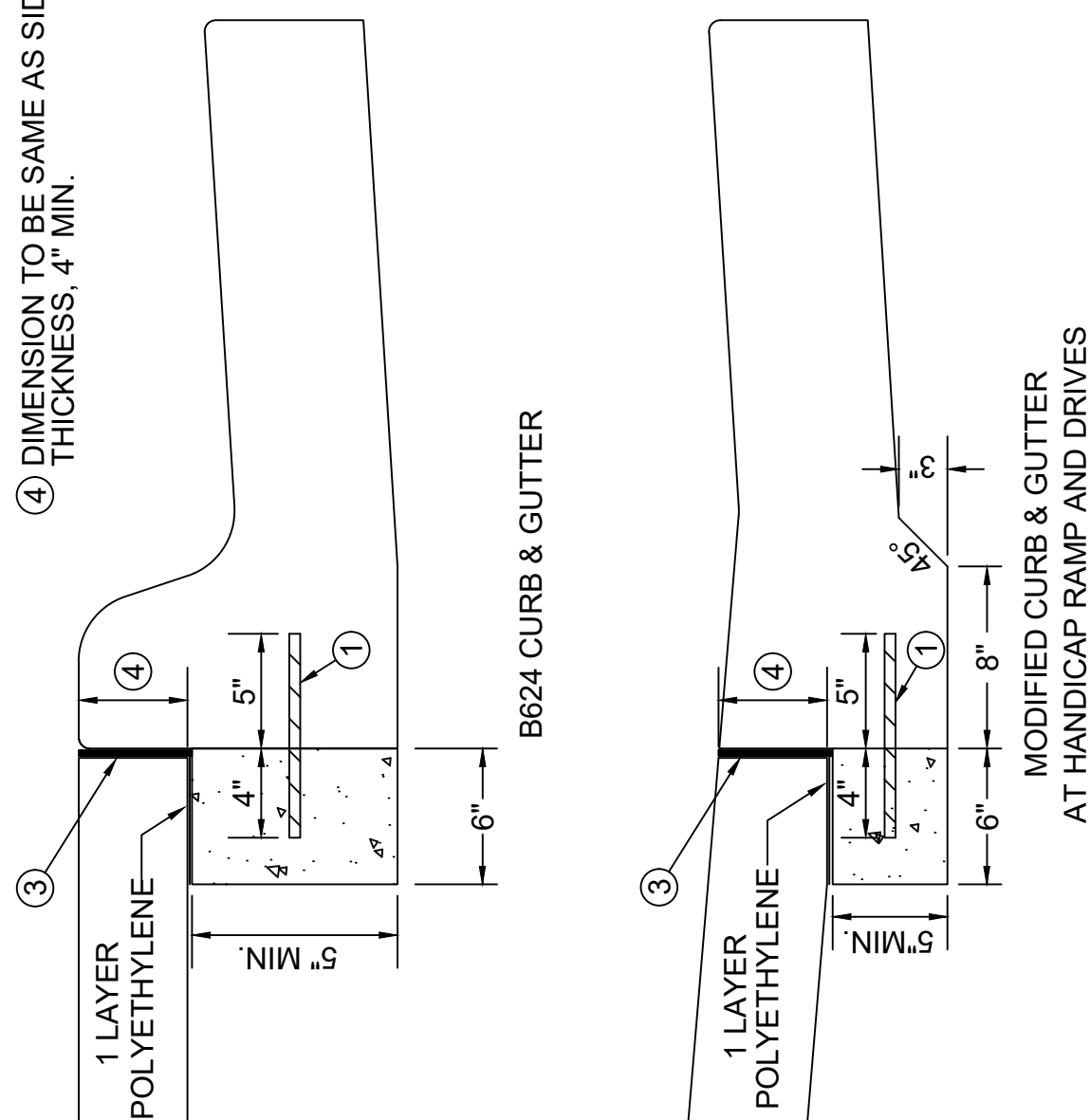
STANDARD DETAILS	
MINERAL SPRINGS ESTATES	OWATONNA, MINNESOTA
MINERAL SPRINGS ESTATES, LLC	

INLET PROTECTION -
GEOTEXTILE COVER INLET
WSN STANDARD PLATE NO. 7-03B

(NOT TO SCALE)

NOTES

- ① TIE SILL AT 3'-0" CENTERS WITH 9" x #4 REINFORCING BARS OR #4 POINTEGRALLY WITH CURB.
2. TO BE USED AT ALL CURB RETURNS AND WHERE SIDEWALK ABUTS CURB & GUTTER.
- ③ 1/2" PREFORMED JOINT FILLER PER MN/DOT SPEC. 3702.
- ④ DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4" MIN.

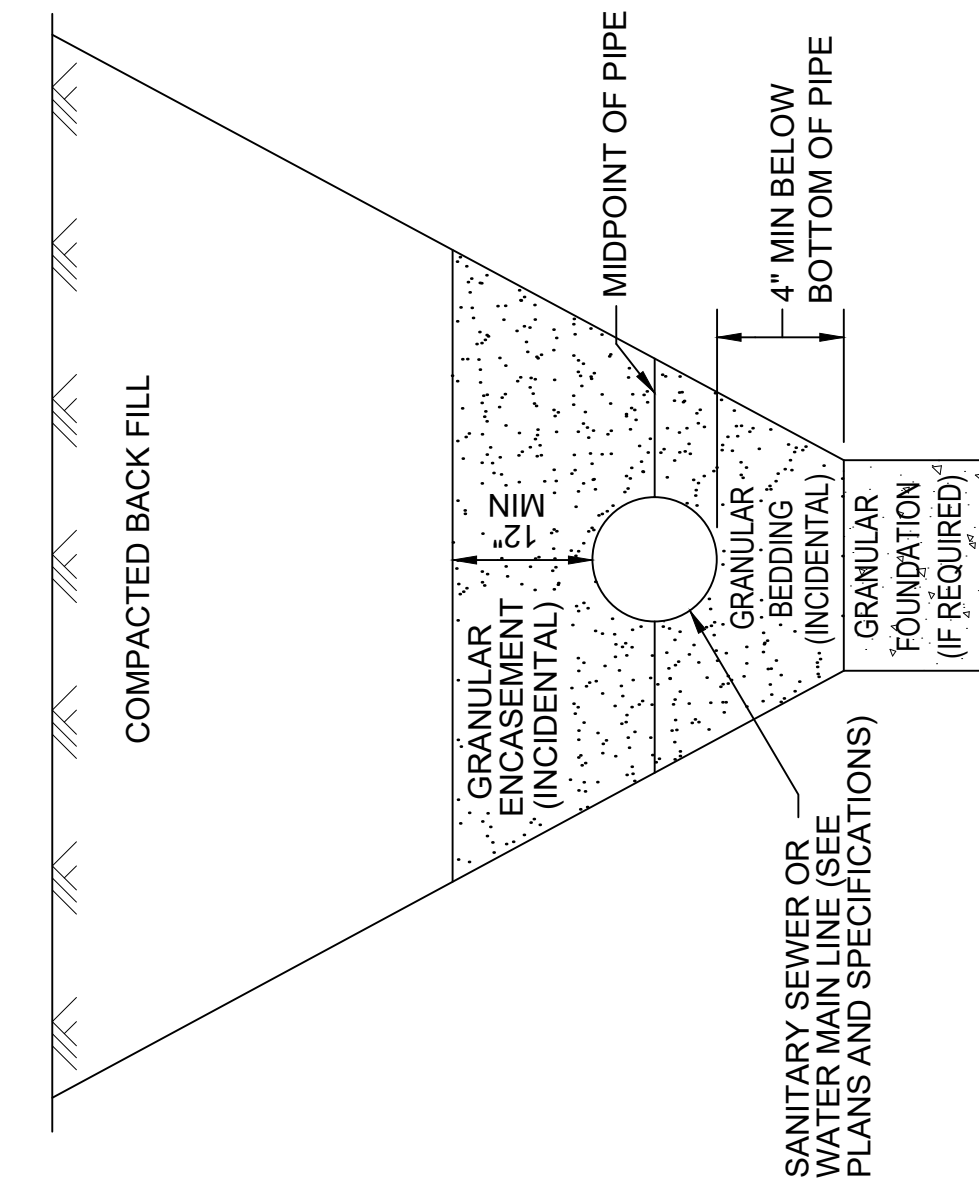


*CONCRETE SILL TO BE USED AT ALL PEDESTRIAN RAMPS AND WHERE SIDEWALK ABUTS CURB & GUTTER.

CONCRETE SILL

WSN STANDARD PLATE NO. 2-02A

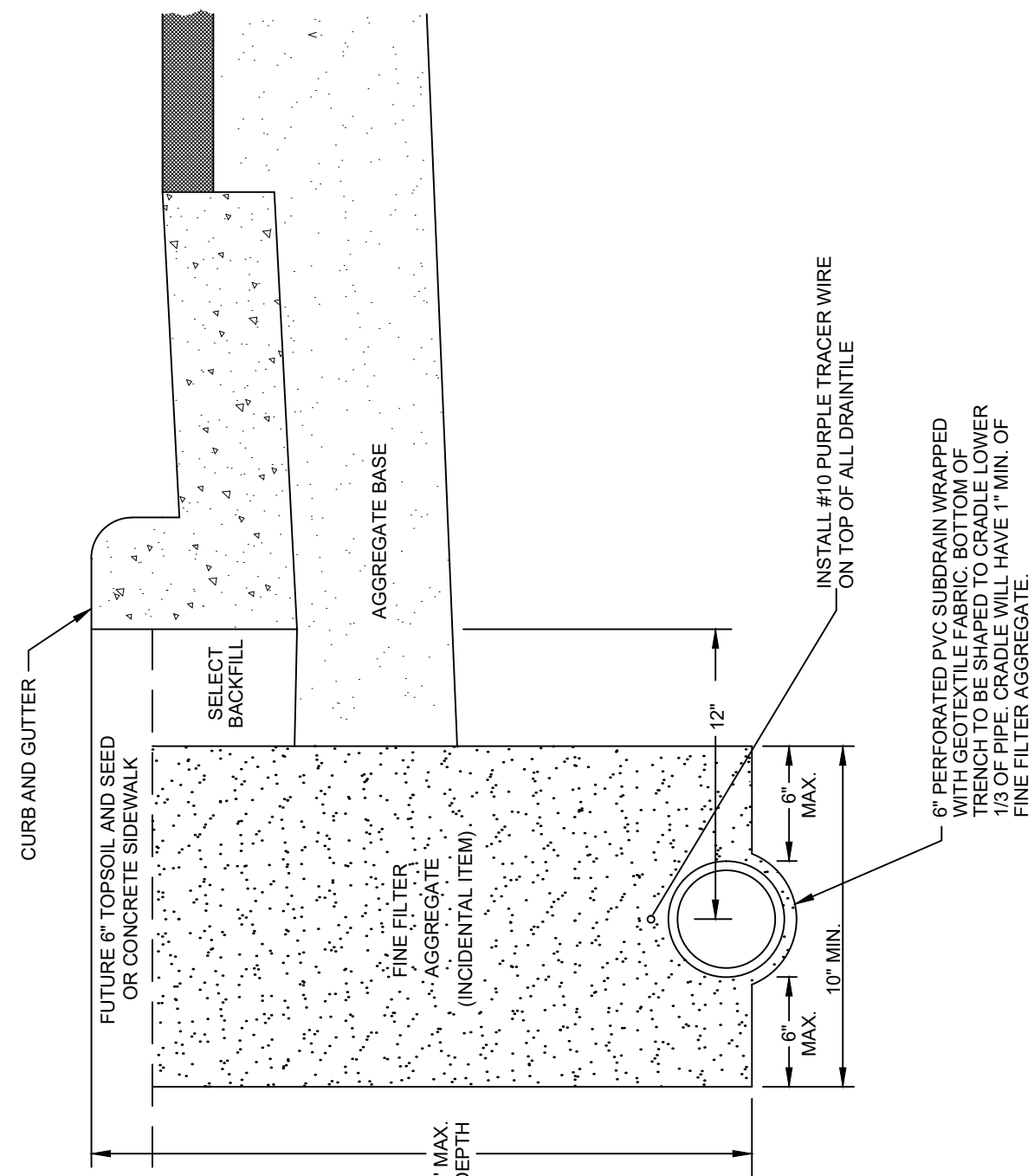
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TYPICAL TRENCH DETAIL

WSN STANDARD PLATE NO. 103.40

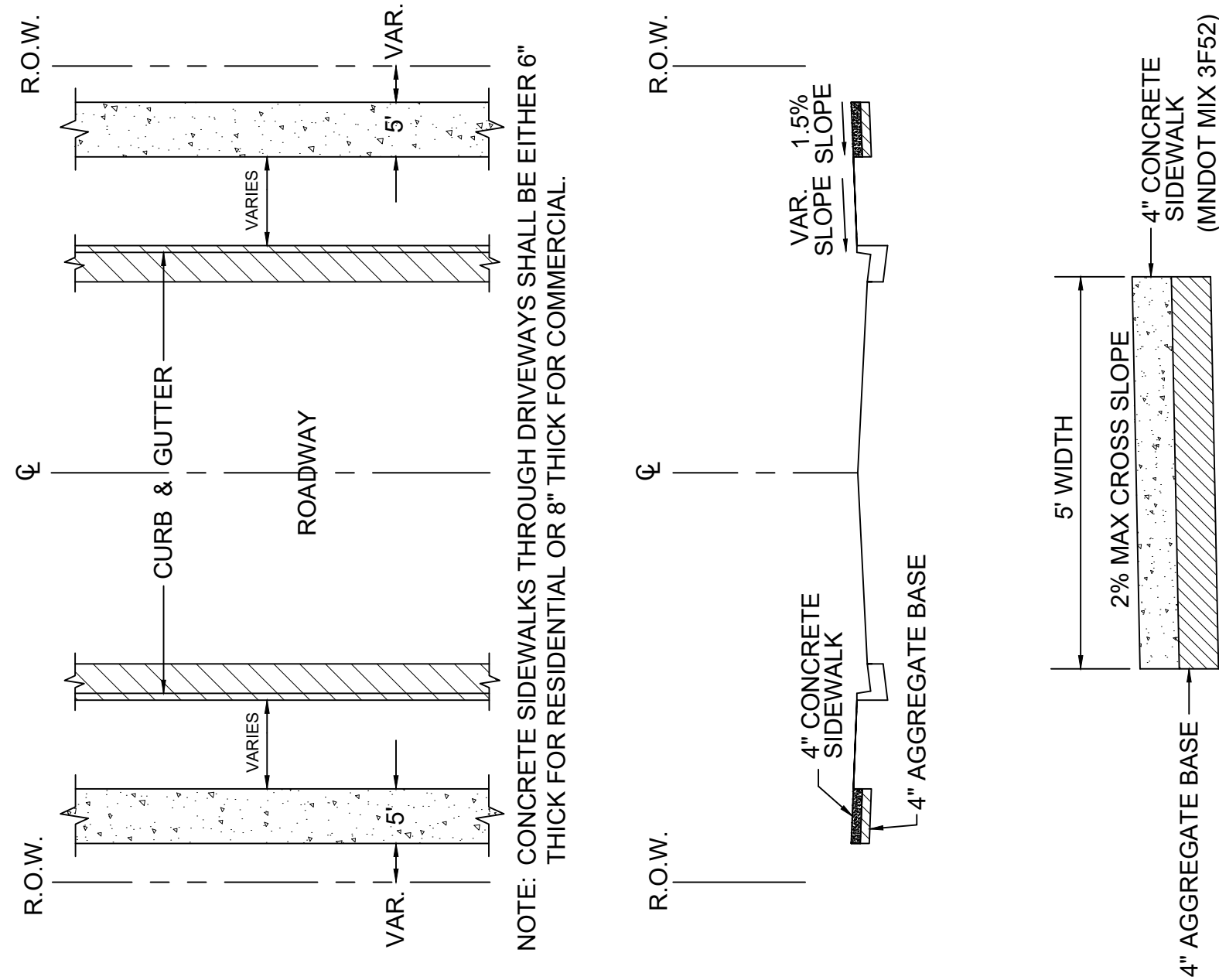
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SUBDRAIN TRENCH DETAIL

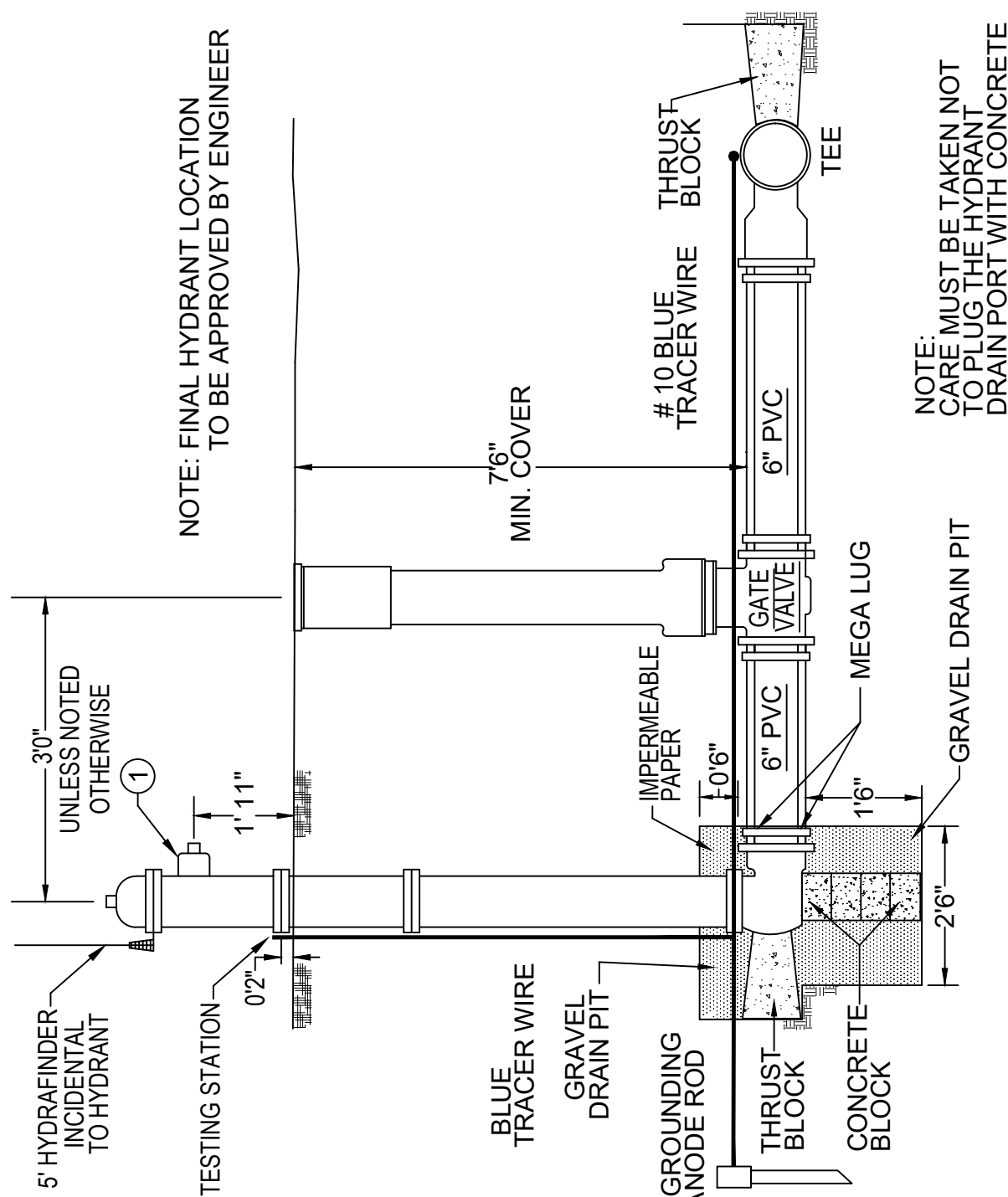
WSN STANDARD PLATE NO. 209.11

(NOT TO SCALE)



TYPICAL SIDEWALK DETAIL

(NOT TO SCALE)

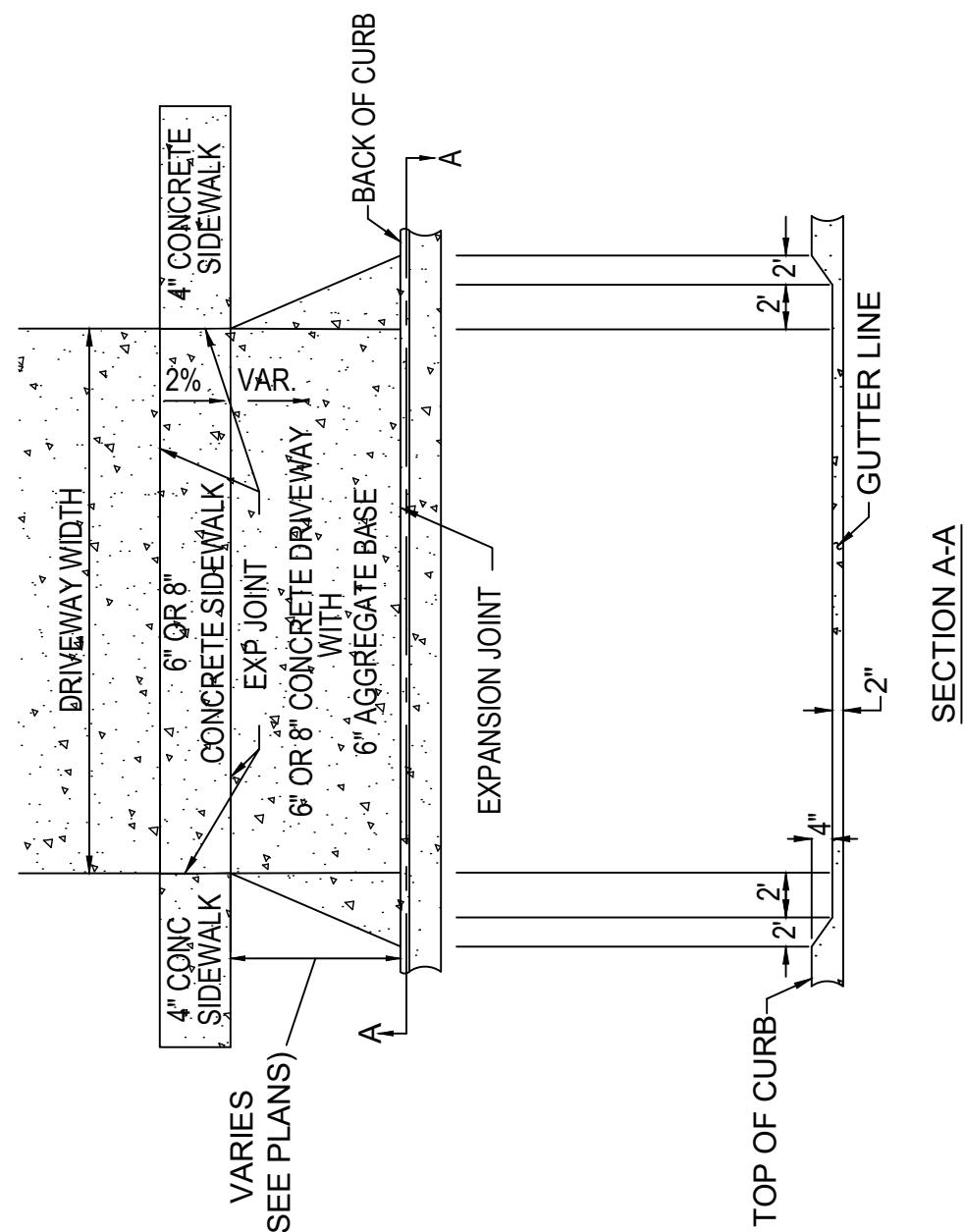


**NOTE:
CARE MUST BE TAKEN NOT
TO PLUG THE HYDRANT
DRAIN PORT WITH CONCRETE**

TYPICAL HYDRANT BRANCH CONNECTION

WSN STANDARD PLATE NO. 301.10

(NOT TO SCALE)



SECTION A-A

NOTES (DRIVEWAY REQUIREMENTS BEHIND
SIDEWALK OR CONCRETE APRON)

1. BITUMINOUS DRIVEWAY
1 1/2" WEARING COURSE MIXTURE TYPE SPWEA340C
10" AGGREGATE BASE CL. 5 MOD.
2. CONCRETE DRIVEWAY (MNDOT 3F52)
6" OR 8" CONCRETE (AS NOTED ON PLAN)
6" AGGREGATE BASE CL. 5 MOD.
3. AGGREGATE DRIVEWAY
12" AGGREGATE BASE CL. 5 MOD.

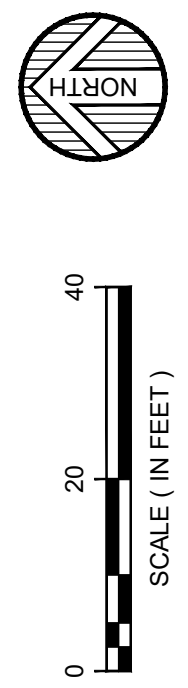
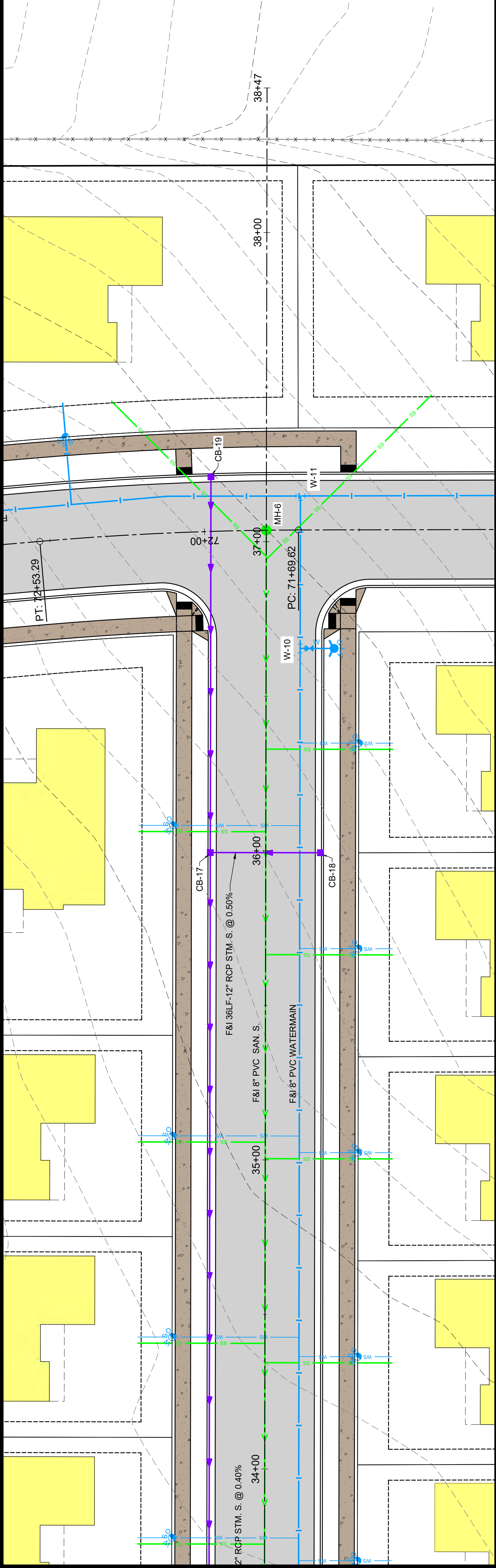
TYPICAL CONCRETE DRIVEWAY APPROACH DETAIL

WSN STANDARD PLATE NO. 406.50

NOT TO SCALE)

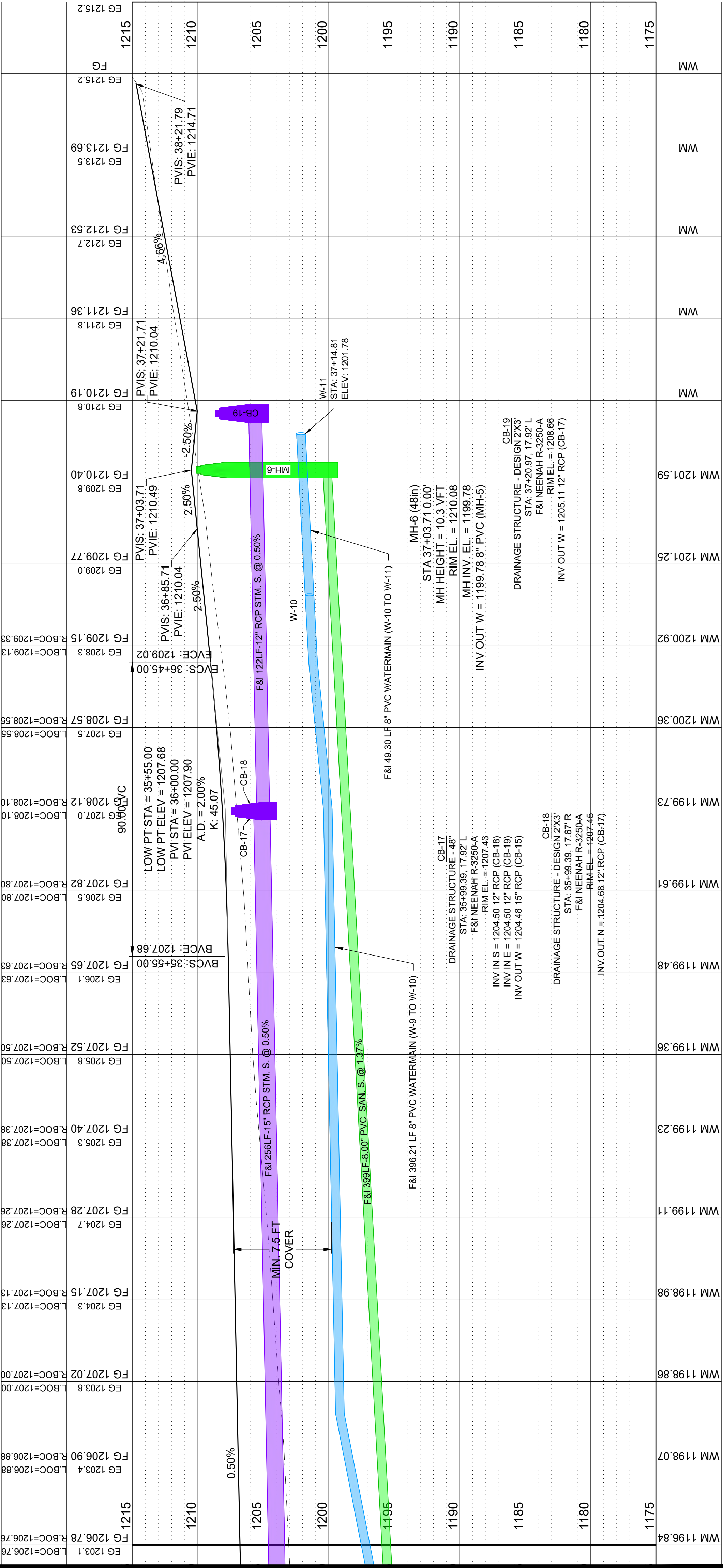
W-10
STA. 36+65.51 - 11.00' RT.
F&I 8"X6" TEE
F&I 11.00 LF 6" BRANCH PIPE
F&I 6" GATE VALVE & BOX - 3.00' SOUTH
F&I HYDRANT - 22.00 RT
BREAK OFF ELEV. = xxx

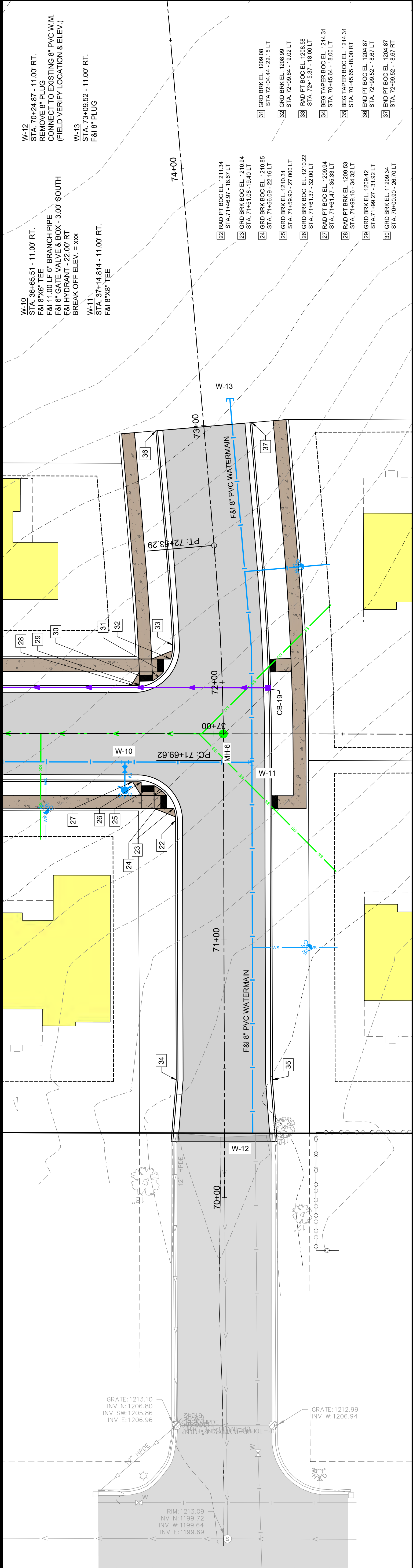
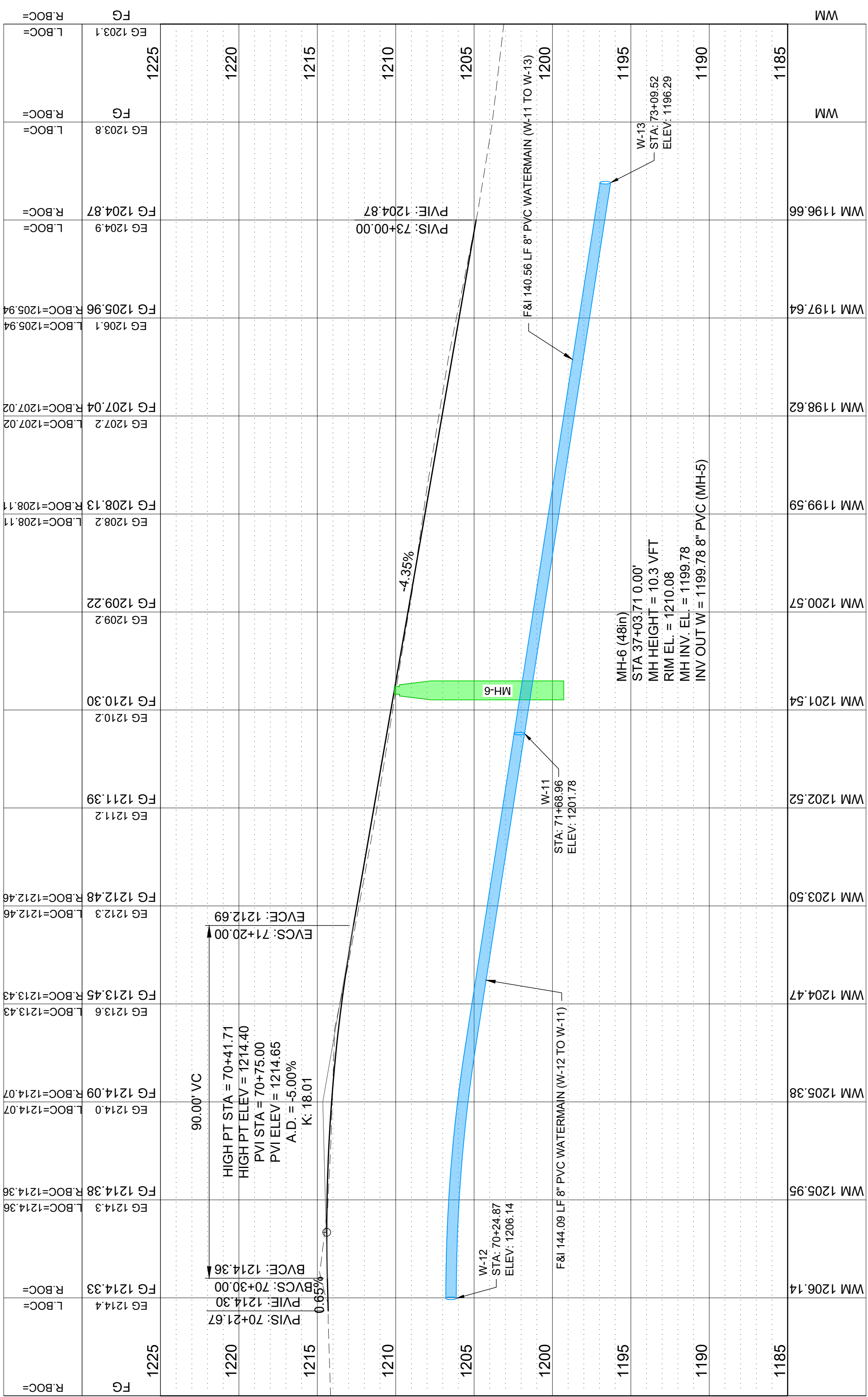
W-11
STA. 37+14.814 - 11.00' RT.
F&I 8"X8" TEE



DAKOTA LANE NE

SUBSURFACE UTILITY NOTE
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"
CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



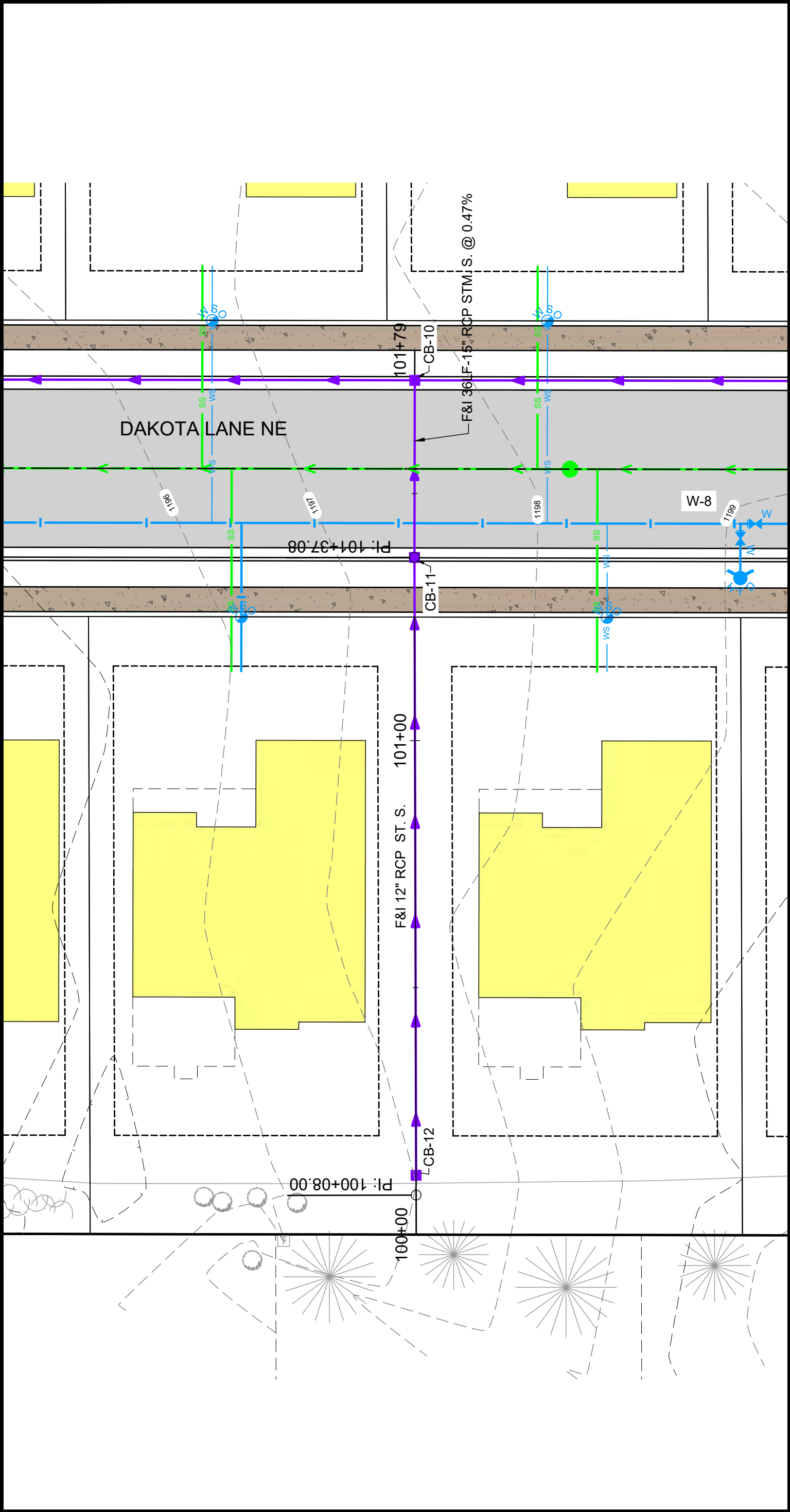
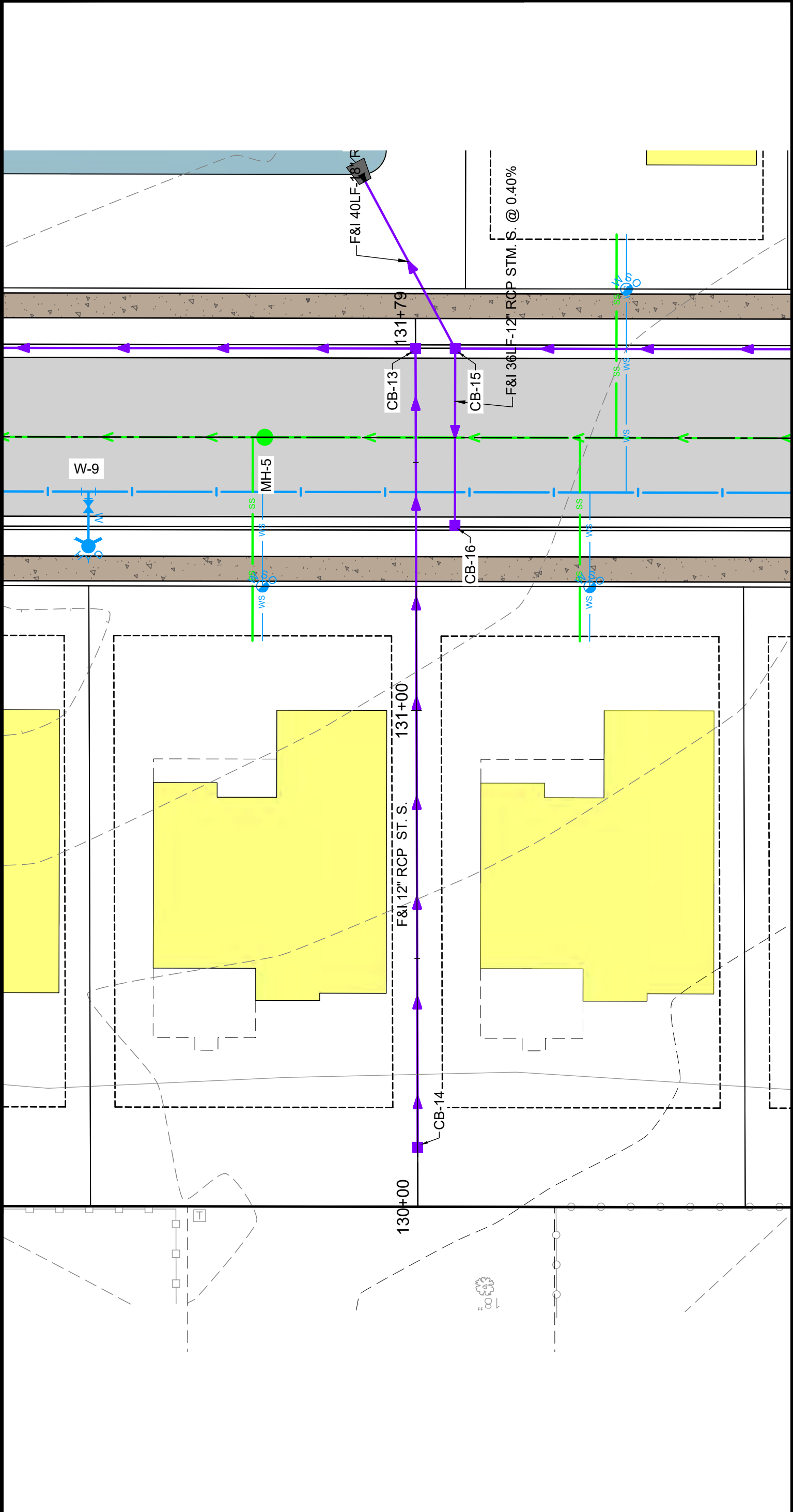


A vertical scale bar labeled "SCALE (IN FEET)" with markings at 20 and 40 feet.

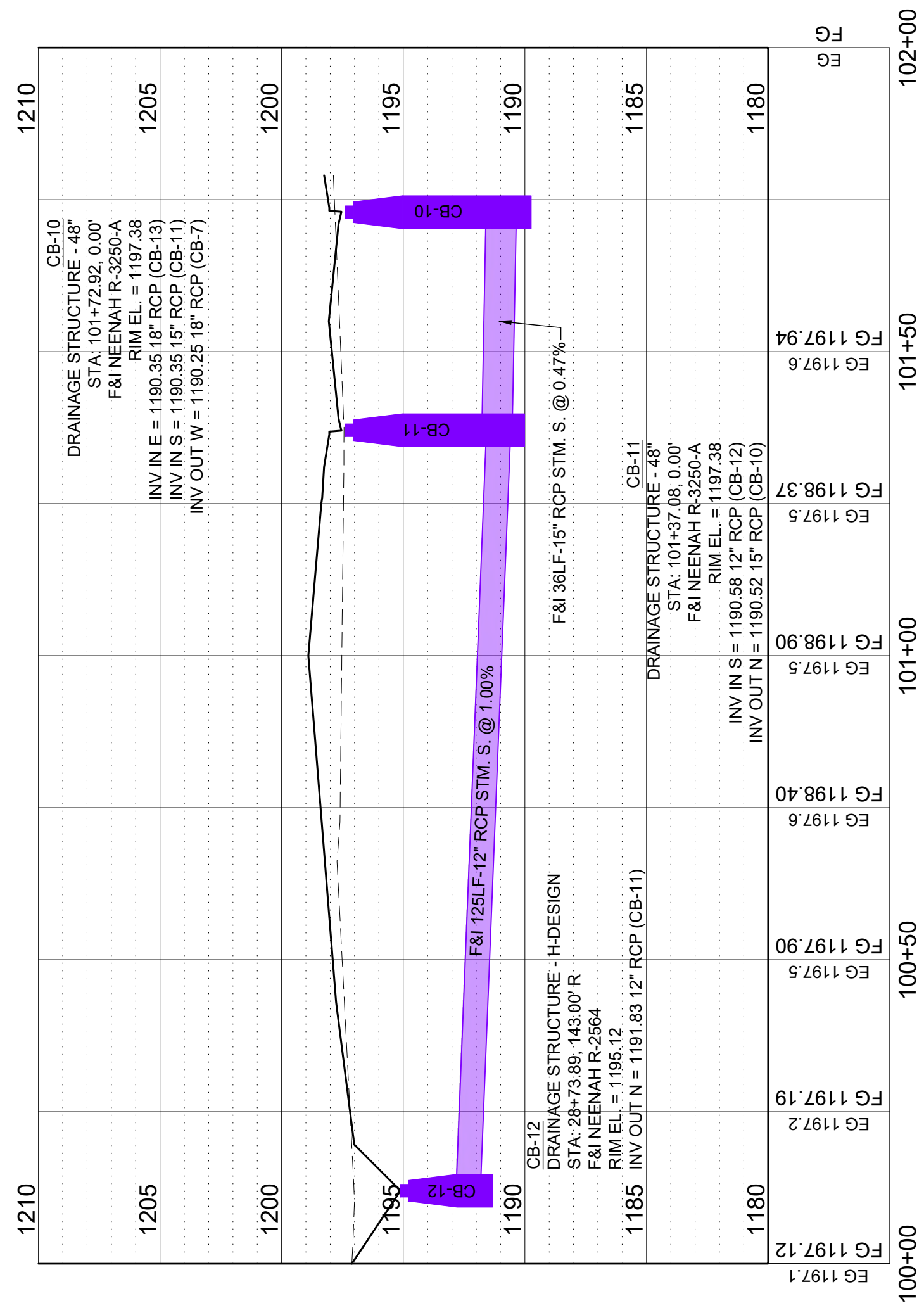
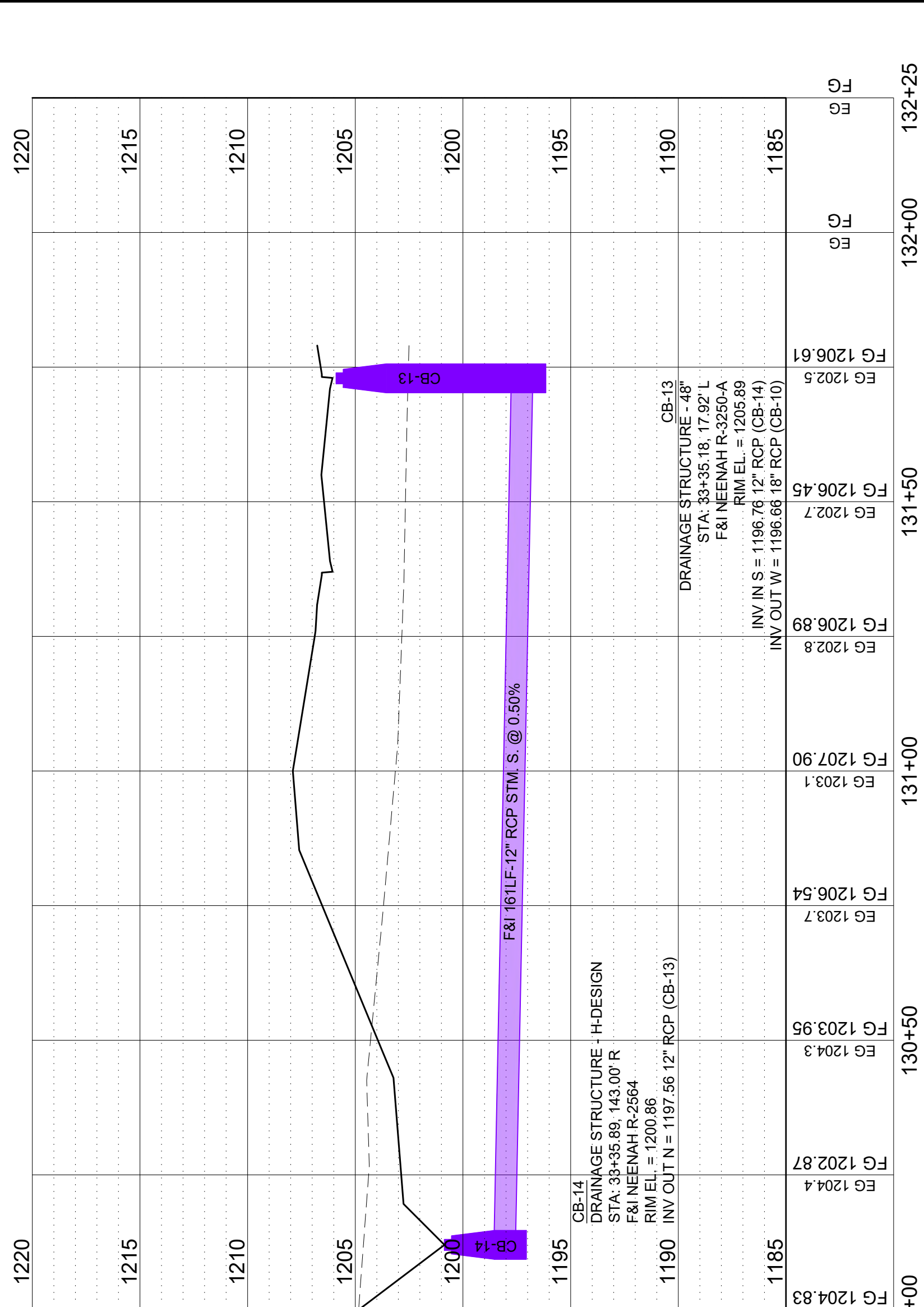
HEMLOCK AVENUE NE

SUBSURFACE UTILITY NOTE
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.

STORM-5



SUBSURFACE UTILITY NOTE
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHASE 36-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



GRADING & GENERAL NOTES:

1. AN NPDES PERMIT SHALL BE APPLIED FOR BY THE OWNER AND CONTRACTOR IF DISTURBED AREA EXCEEDS 1 ACRE. AN NPDES PERMIT SHALL BE APPLIED FOR ON THIS PROJECT.
2. ALL EROSION CONTROL AND SILTATION CONTROL SHALL COMPLY WITH THE SITE'S SWPPP, THE MINNESOTA POLLUTION CONTROL ACT (MPCA) STORMWATER MANUAL (CURRENT EDITION) AND THE REGULATIONS OF THE CITY OF OWATONNA AND STEELE COUNTY.
3. SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S), WHICH PREVENT SEDIMENT FROM ENTERING A WATER OF THE STATE, SHALL BE ESTABLISHED BEFORE LAND DISTURBING OPERATIONS BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
4. **INLET PROTECTION** - MNDOT STANDARD PLAN NO 5-297.405
STABILIZED CONSTRUCTION ENTRANCE - MNDOT STANDARD PLAN NO 5-297.405
MACHINE SLICED SILT FENCE - MNDOT STANDARD PLAN NO 5-297.405
CONCRETE WASHOUT AREA - PER MPCA GUIDELINES
5. TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED SOIL AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 7 DAYS WILL BE STABILIZED WITH TEMPORARY SEEDING AND MULCH NO LATER THAN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED SHALL BE RYE (GRAIN) APPLIED AT THE RATE OF 100 LBS PER ACRE. AFTER SEEDING, EACH AREA SHALL BE MULCHED WITH TWO (2) TONS PER ACRE OF STRAW. THE STRAW MULCH IS TO BE TACKED INTO PLACE BY A DISK WITH THE BLADES SET NEARLY STRAIGHT. STOCK PILES SHALL HAVE HEAVY DUTY SILT FENCE AROUND THE PERIMETER OF SAID STOCK PILE.
6. ALL DISTURBED PERVIOUS AREAS SHALL BE FERTILIZED (TYPE 3, 22-5-10), SEEDED (MNDOT 25-151) AND MNDOT CAT 3 EROSION CONTROL BLANKET PLACED UNLESS OTHERWISE NOTED OR SHOWN IN PLANS. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. SEEDING SHALL BE PER THE MNDOT SEEDING MANUAL.
7. WHERE FINAL STABILIZATION IS NOT COMPLETED BY NOVEMBER 15TH, ALL DISTURBED AREAS SHALL BE DORMANT SEEDED AND STRAW MULCH SHALL BE CRIMPED INTO THE SOIL. TEMPORARY SEED MIX 22-11-1 SHALL BE APPLIED AT A RATE OF 30.50 LBS/ACRE. FOR WINTER CONSTRUCTION THE CONTRACTOR SHALL FOLLOW THE MNDOT WINTER GUIDELINES.
8. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER.
9. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR OUTLET.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SEDIMENT DOES NOT LEAVE THIS SITE. IT IS REQUIRED THAT THE CONTRACTOR INSTALL A STABILIZED VEHICLE EXIT TO KEEP SEDIMENT TRACKING TO A MINIMUM. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY UNTIL ACCEPTANCE OF THE WORK BY THE OWNERS.
11. ANY DEPOSITING OF SEDIMENT OR DEBRIS ON NEW OR EXISTING PAVEMENT, OR IN EXISTING STORM SEWERS SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED. ANY TRACKING OF SEDIMENT OR DEBRIS FROM CONSTRUCTION TRAFFIC ONTO PUBLIC RIGHT OF WAY SHALL BE REMOVED BY THE END OF EACH WORK DAY AND AFFECTED AREAS CLEANED.
12. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER RAIN EVENTS FOR DAMAGE TO EROSION CONTROL DEVICES. IF DAMAGED OR INEFFECTIVE EROSION CONTROL DEVICES ARE DISCOVERED, THEY SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS, WHICH INCLUDE DATE AND TIME OF INSPECTIONS, DATES OF RAINFALL EVENTS, FINDINGS OF INSPECTIONS, CORRECTIVE ACTIONS TAKEN (INCLUDING DATES AND TIMES), AND DOCUMENTATION OF ANY CHANGES TO THE TEMPORARY OR PERMANENT EROSION CONTROL PLANS MADE DURING CONSTRUCTION.
13. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE CLEARING, GRUBBING AND REMOVALS. REMOVAL OF PAVEMENT AND MISCELLANEOUS STRUCTURES SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF MNDOT 2104.
14. ALL PROPOSED ELEVATIONS ARE TO TOP OF PAVING, GUTTER, OR FINISHED GRADE UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.
15. THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EARTHWORK QUANTITY ON THIS SITE. EXCESS MATERIAL, IF ANY SHALL BE DISPOSED OF OFF-SITE. THE CONTRACTOR SHALL IMPORT SUITABLE MATERIAL AS NEEDED.
16. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING UTILITIES.
17. SOME SLOPES ON SITE EXCEED 4:1. SLOPES STEEPER THAN 4:1 WILL BE STABLE FROM LAND SLIDING AND SURFACE EROSION.
18. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION. SHALL UTILITY RELOCATIONS BE REQUIRED, THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY OWNERS.
19. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
20. THE CONTRACTOR TO MAINTAIN 2.0% MAXIMUM CROSS SLOPE ON ALL SIDEWALK.
21. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEASURE TO MANAGE ALL SOLID AND LIQUID WASTES AND PRODUCTS FROM CONSTRUCTION ACTIVITIES AS OUTLINED IN PART IV.F OF THE NPDES PERMIT.
22. SHOULD DEWATERING BE REQUIRED, THE CONTRACTOR SHALL PUMP ANY AND ALL ILLICIT DISCHARGES TO A TEMPORARY SEDIMENTATION BASIN. WHERE A TEMPORARY SEDIMENTATION BASIN IS NOT FEASIBLE, THE CONTRACTOR SHALL ROUTE ALL DISCHARGE THROUGH A FILTER BAG.



ALL UNDERGROUND AND OVERHEAD UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN ON THE PLAN THAT MAY BE REQUIRED TO BE REMOVED. IT IS THE CONTRACTORS RESPONSIBILITY TO REQUEST A Gopher STATE ONE CALL PRIOR TO THE START OF ANY CONSTRUCTION AND COORDINATE ALL WORK WITH THE RESPECTIVE UTILITY COMPANIES.

PROPOSED FEATURES LEGEND

	DENOTES PROPOSED CONCRETE PAVING
	DENOTES PROPOSED BITUMINOUS
	DENOTES PROPOSED BUILDING
	DENOTES PROPOSED SANITARY MAIN
	DENOTES PROPOSED SANITARY MANHOLE
	DENOTES PROPOSED STORM SEWER
	DENOTES PROPOSED MANHOLE / CATCH BASIN / APRON
	DENOTES PROPOSED WATERMAIN (PUBLIC)
	DENOTES PROPOSED GATE VALVE & BOX
	DENOTES PROPOSED HYDRANT
	DENOTES PROPOSED CONTOUR ANNOTATION
	DENOTES PROPOSED GUTTER OR FINISH ELEVATION (UNLESS OTHERWISE NOTED)
	DENOTES EMERGENCY OVERFLOW PATH
	DENOTES PROPOSED CONSTRUCTION LIMITS
	DENOTES PROPOSED SILT FENCE
	DENOTES PROPOSED EROSION CONTROL BLANKET - TYPE 3N
	DENOTES PROPOSED TURF REINFORCEMENT MAT
	DENOTES PROPOSED SUBDRAIN - SEE DETAIL

EXISTING FEATURES LEGEND

>	DENOTES EXISTING SANITARY SEWER
▷	DENOTES EXISTING STORM SEWER
	DENOTES EXISTING WATER MAIN
WS	DENOTES EXISTING WATER SERVICE
SS	DENOTES EXISTING SANITARY SERVICE
	DENOTES EXISTING PROPERTY BOUNDARY
UGE	DENOTES EXISTING UNDERGROUND ELECTRIC
UGT	DENOTES EXISTING UNDERGROUND TELEPHONE
GAS	DENOTES EXISTING UNDERGROUND GAS
FOC	DENOTES EXISTING UNDERGROUND FIBER OPTIC
⌚	DENOTES EXISTING ELECTRIC POLE
☀	DENOTES EXISTING ELECTRIC LIGHT POLE
☼	DENOTES EXISTING TREE
✉	DENOTES EXISTING MAILBOX
🚩	DENOTES EXISTING FLAG POLE

	DENOTES EXISTING SANITARY MANHOLE
	DENOTES EXISTING STORM MANHOLE
	DENOTES EXISTING STORM CATCH BASIN
	DENOTES EXISTING STORM APRON
	DENOTES EXISTING WATER VALVE
	DENOTES EXISTING HYDRANT
	DENOTES EXISTING WATER SHUT OFF
	DENOTES EXISTING GAS METER
	DENOTES EXISTING ELECTRIC METER
	DENOTES EXISTING ELECTRIC PEDESTAL
	DENOTES EXISTING ELECTRIC TRANSFORMER
	DENOTES EXISTING TELEPHONE PEDISTAL
	DENOTES EXISTING CONCRETE
	DENOTES EXISTING BITUMINOUS
	DENOTES EXISTING WETLANDS

DATE: APRIL, 2025	SCALE: AS SHOWN	CHECKED BY: CMB	JOB NUMBER: 2022-11572
DATE	REV#	REVISIONS DESCRIPTION	BY
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.			CRAGH N. BRITTON
DATE: 04-25-2025			U.C. NO. 44228



MINERAL SPRINGS ESTATES
OWATONNA, MINNESOTA

ENLARGED GRADING PLAN - WEST

DATE: APRIL, 2025

SCALE: AS SHOWN

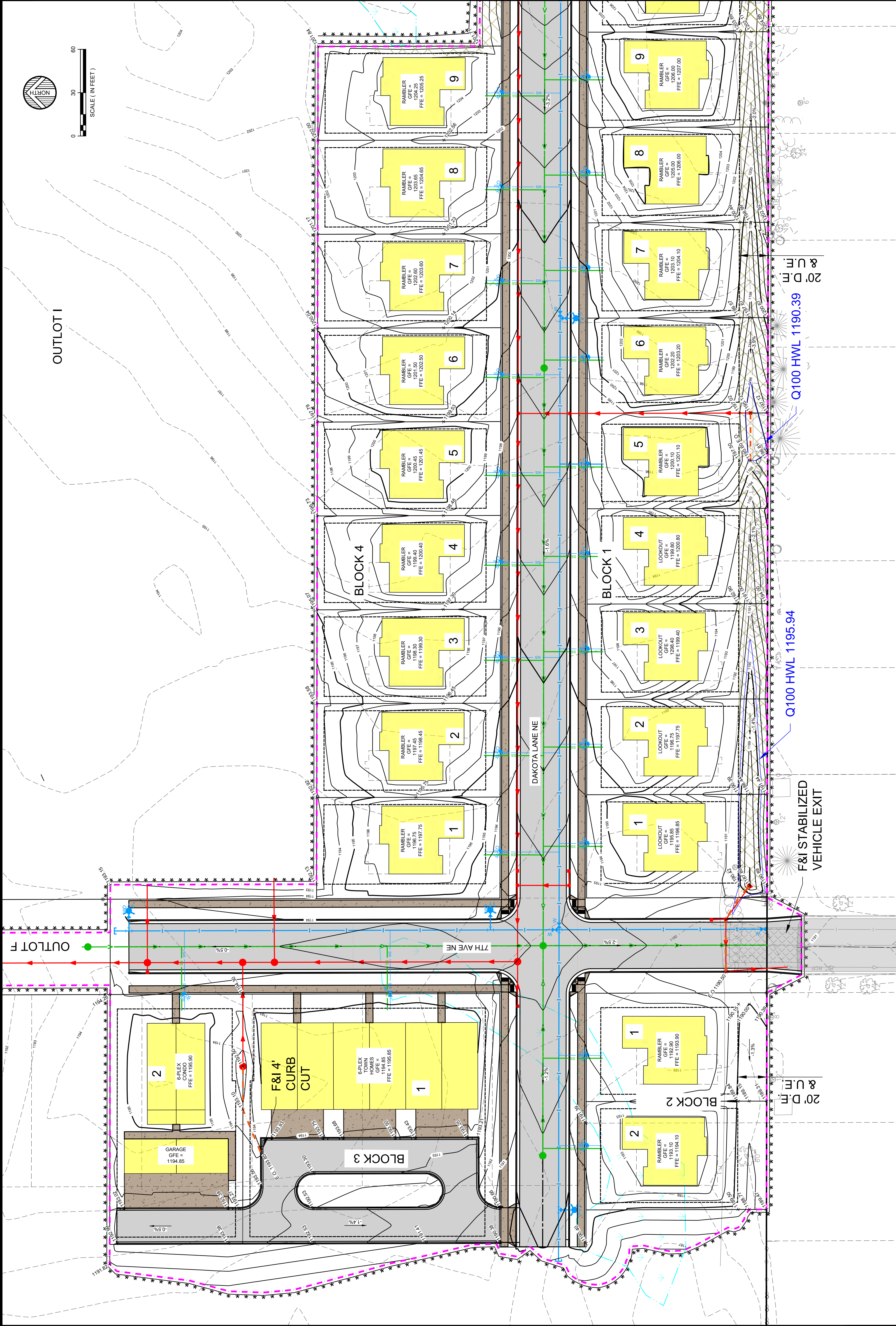
DRAWN BY: BJS

CHECKED BY: CNB

JOB NUMBER: 2022-1-1572

DATE	REV#	REVISIONS DESCRIPTION

HEBRY CERVY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.



20' D.E.
& U.E.

Q100 HWL 1190.39

Q100 HWL 1195.94

F&I STABILIZED
VEHICLE EXIT

20' D.E.
& U.E.

MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

ENLARGED GRADING PLAN - EAST

DATE: APRIL, 2025

SCALE: AS SHOWN

DRAWN BY: BJS

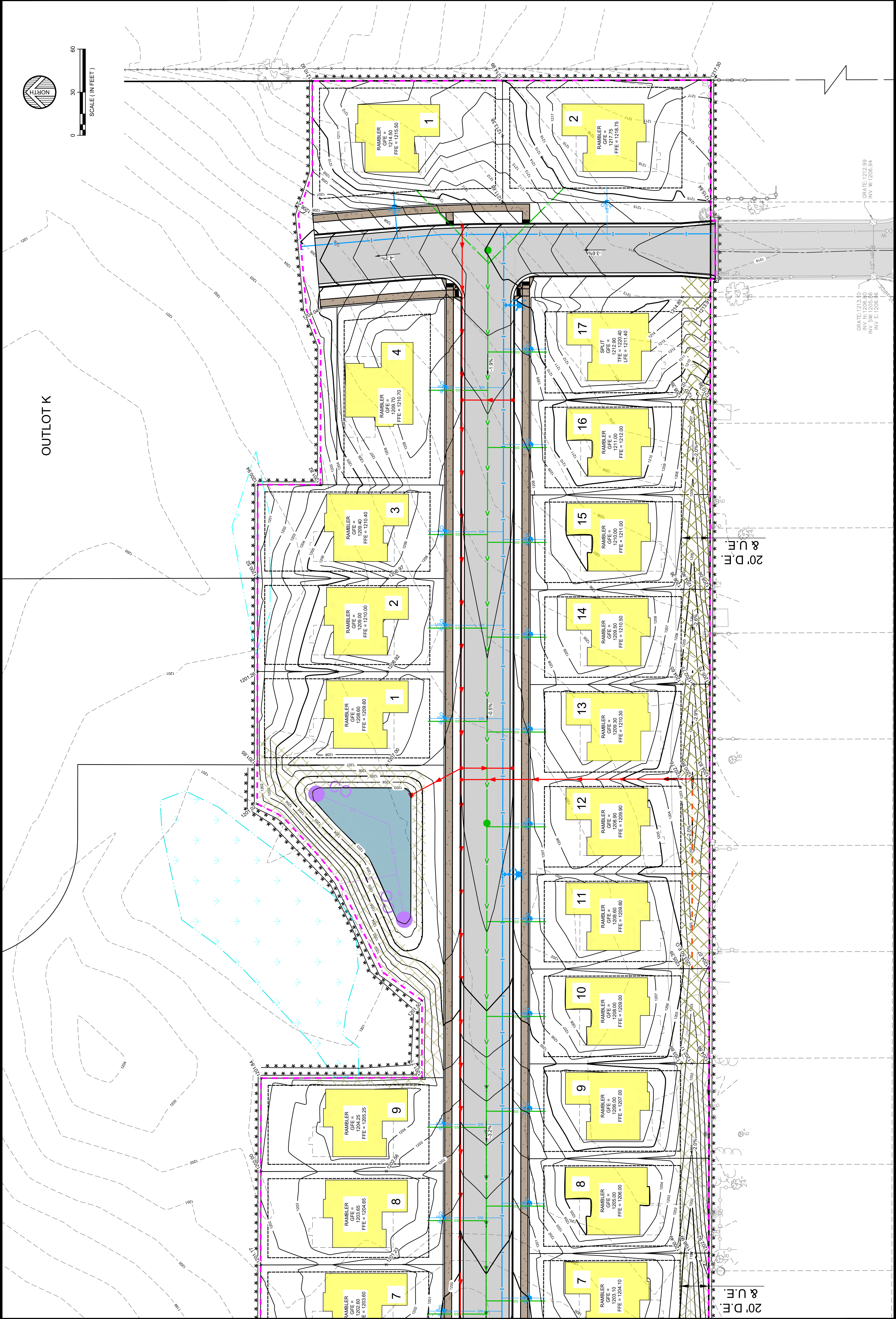
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JOB NUMBER: 2022-1572

DATE	REV#	REVISIONS DESCRIPTION

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CRAIG N. BRITTON
DATE: 04-25-2025 LIC. NO. 44228



GRATE: 1213.10
INV. N: 1206.40
INV. SW: 1205.46
INV. E: 1206.96

DATE	REV#	REVISIONS DESCRIPTION	BY
APRIL, 2025	AS SHOWN	HERBRY CERRY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	CRAIG N. BRITTON
DATE: 04-25-2025 LIC. NO. 44228			

SWPPP PLAN	SHEET NO.
MINERAL SPRINGS ESTATES, LLC	21
OWATONNA, MINNESOTA	

STORM WATER POLLUTION PREVENTION PLAN NOTES:

- Construction Practices to Minimize Storm Water Contamination
- Stockpiles should be constructed away from slopes and natural drainage ways.
 - Collected solid waste, sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
 - No construction materials can be buried on site.
 - Licensed sanitary waste management handler must dispose of sanitary waste.
 - Fertilizers must be stored in covered locations.
 - Restricted access to chemical storage areas must be provided to prevent vandalism.
 - All chemicals must be stored in locked containers when not in use.
 - Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge.
 - Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
 - Vehicles must be monitored for leaks and preventative maintenance scheduled.
 - Spill kits must be available during equipment fueling and maintenance operations.
 - External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.
 - Asphalt substances must be applied according to manufacturers recommendations.
 - Spray guns must be cleaned on removable surfaces such as tarpaulins.
 - Contractor/Erosion Control Supervisor must make a spill response plan before the application of any chemical that may be harmful to the environment.
 - All spills must be reported immediately. Spill cleanup materials must be available on site. Material shall include but not limited to brooms, mops, rags, gloves, absorbent material, sand plastic and metal containers. Spills that reach storm water conveyance systems connected to a Water of the State must be immediately reported to the MPCA State Duty Officer.
 - Contractor must control weeds on the entire project site.
 - Form release oil must be applied over a pallet covered with absorbent material to collect excess fluid. The absorbent material shall be replaced when saturated.
 - Dust control must be provided as conditions warrant.
 - If this project is not stabilized before winter conditions stop construction activities, it shall be the contractor's responsibility to ensure sediment does not reach a water of the state. A written plan of this activity shall be presented to the engineer 1 month before expected project shut down for the season occurs. This plan shall include but not be limited to:
 - o date of proposed bmp employment
 - o duration of bmp's employed
 - o schedule of subsequent bmp's employed

Payment

Cost for permanent and temporary erosion and sediment control measures shown on the plans will be paid on a lump sum basis. The costs to maintain and remove these devices shall be incidental to the contract. The cost for temporary seeding, soil stabilization, or any additional temporary erosion and sediment control devices shall be incidental to the contract. All costs for documentation required by the Permit shall be incidental to other items unless a specific bid item is established.

Contacts

Agency	Permit	Name	Phone Number
MPCA	NPDES	Roberta German	507-206-2629
MPCA	NPDES	David Bodovinitz	507-206-2654
SWPPP Design		Daren Meier	507-206-2148
EC Supervisor			

Amendments to the SWPPP:

Date:

- 1.
- 2.
- 3.
- 4.
- 5.

PROPOSED FEATURES LEGEND

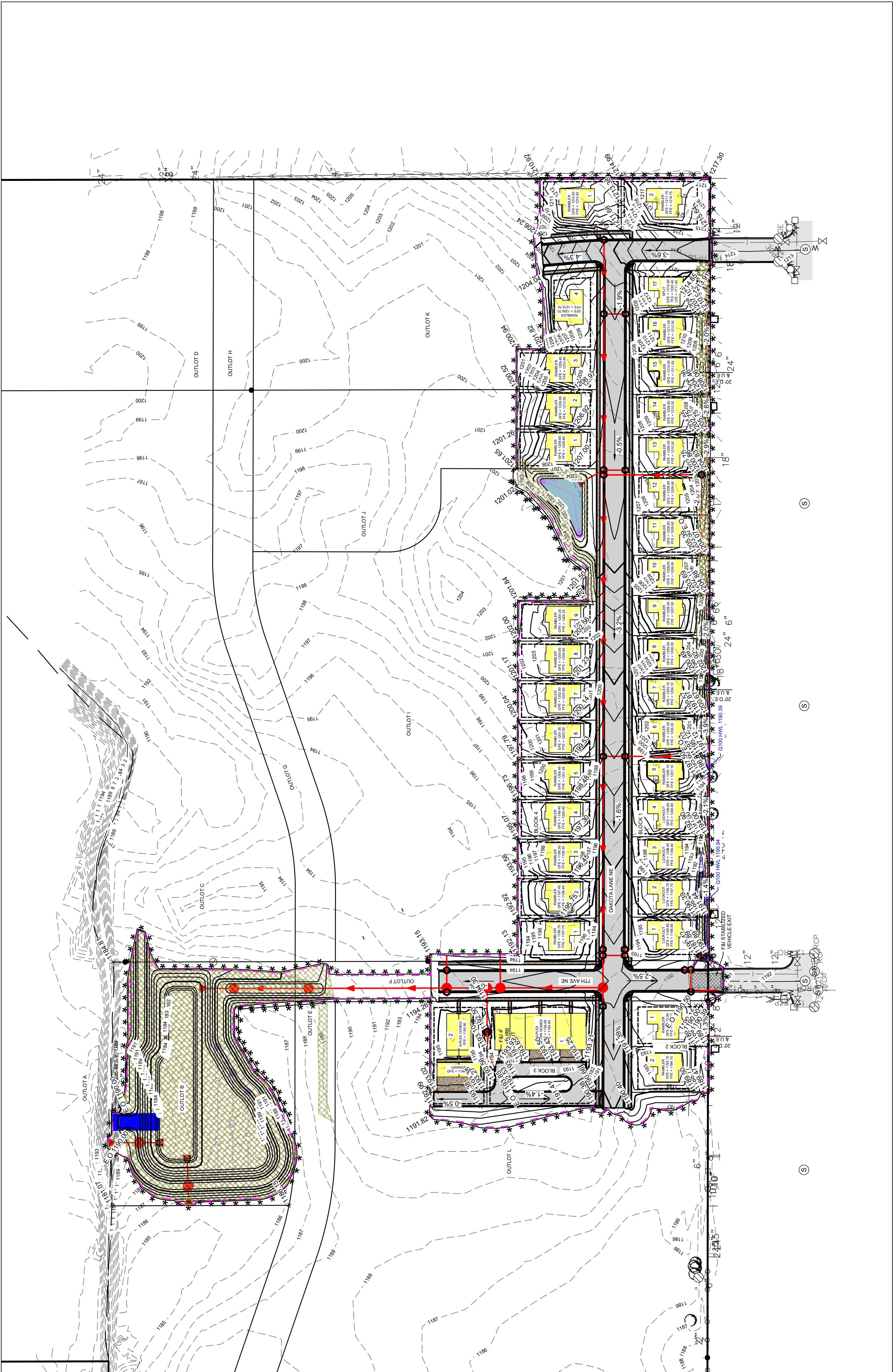
PROPOSED CONCRETE PAVING
PROPOSED BITUMINOUS
PROPOSED BUILDING
PROPOSED EROSION CONTROL MAT (CAT 30)
TEMP. CONST. EXIT (ROCK PLATE NO. 7-48 E)
CONSTRUCTION LIMITS
PROPOSED STORM SEWER
PROPOSED STORM POND SUBDRAIN
PROPOSED SILT FENCE (7-01SDP)
PROPOSED MANHOLE CATCH BASIN
PROPOSED STORM APRON
PROPOSED CONTOUR ANNOTATION
PROPOSED DRAINAGE ARROW
PROPOSED GUTTER OR FINISH ELEVATION (UNLESS OTHERWISE NOTED)
PROPOSED INLET CONTROL

EXISTING FEATURES LEGEND

EXISTING CONCRETE
EXISTING BITUMINOUS
EXISTING STORM SEWER
EXISTING EASEMENT
EXISTING PROPERTY BOUNDARY
EXISTING STORM MANHOLE
EXISTING STORM CATCH BASIN
EXISTING STORM APRON



SCALE (IN FEET)



MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

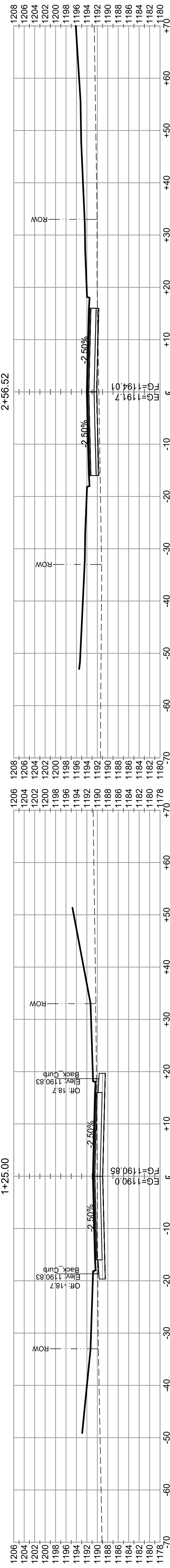
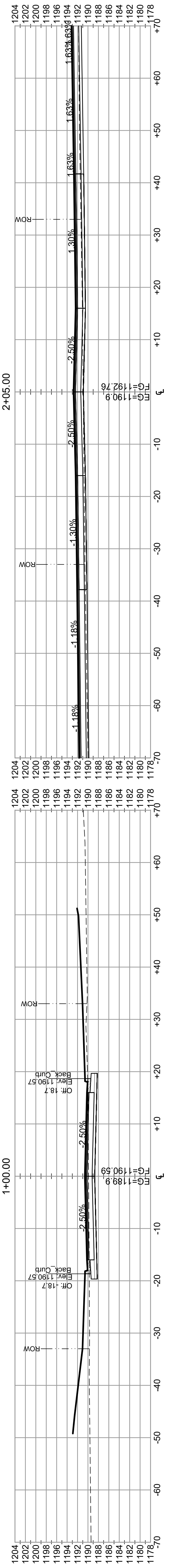
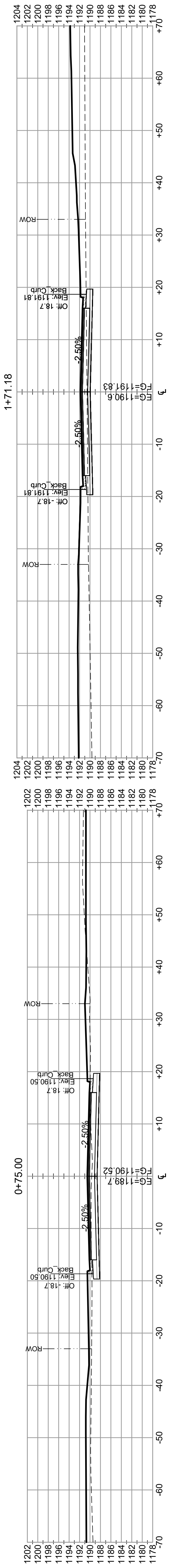
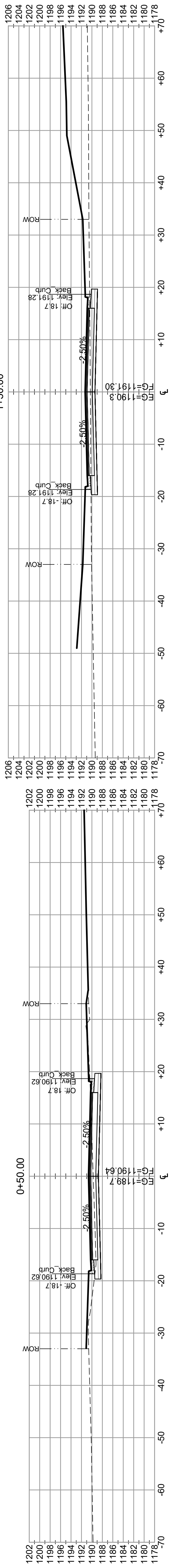
7TH AVENUE NE - CROSS SECTIONS

DATE: APRIL, 2025
SCALE: AS SHOWN
DRAWN BY: BJS
CHECKED BY: CMB
JOB NUMBER: 2022-11572

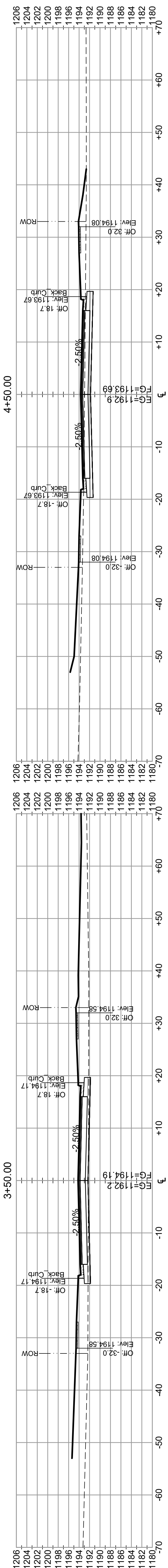
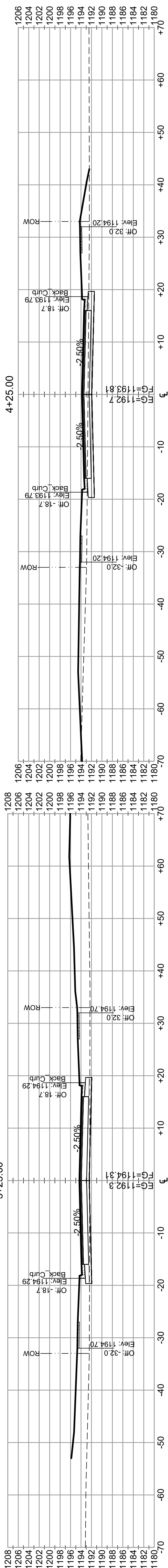
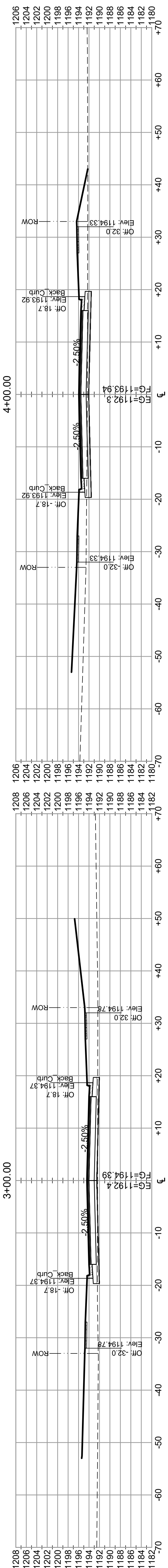
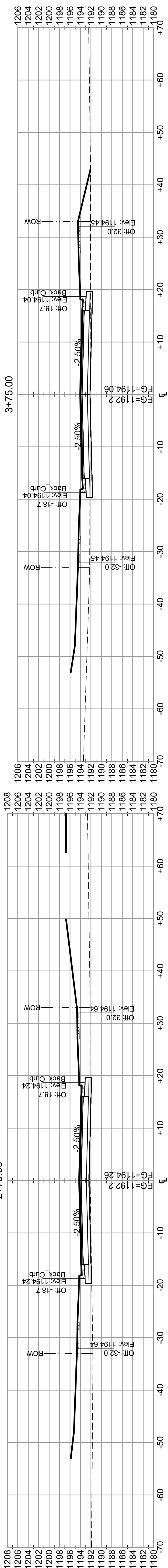
DATE	REV#	REVISIONS DESCRIPTION	BY

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA.

DATE: 04-25-2025 LIC. NO. 44228
CRAIG N. BRITTON



DATE: 04-25-2025 LIC. NO. 4428



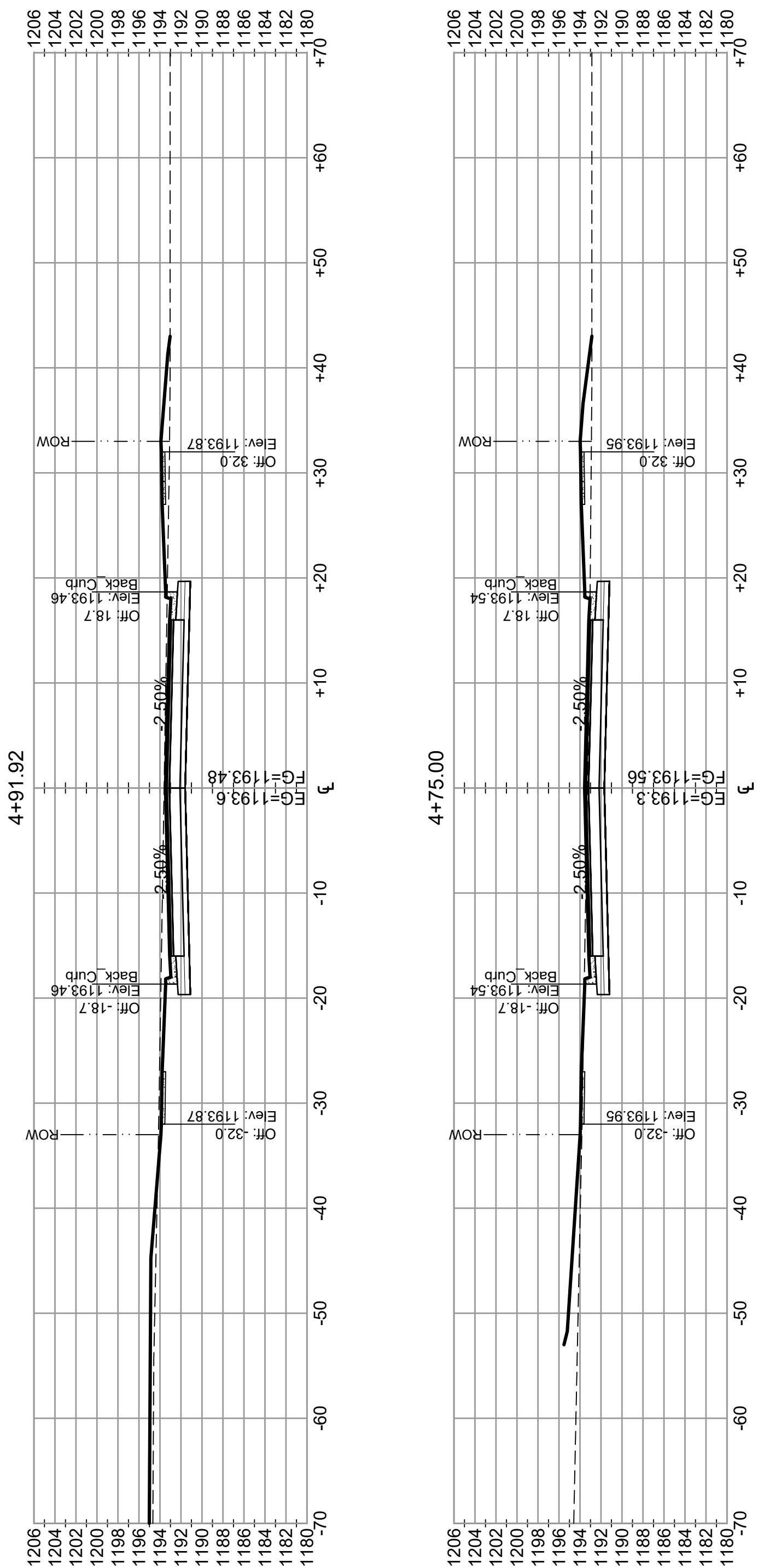
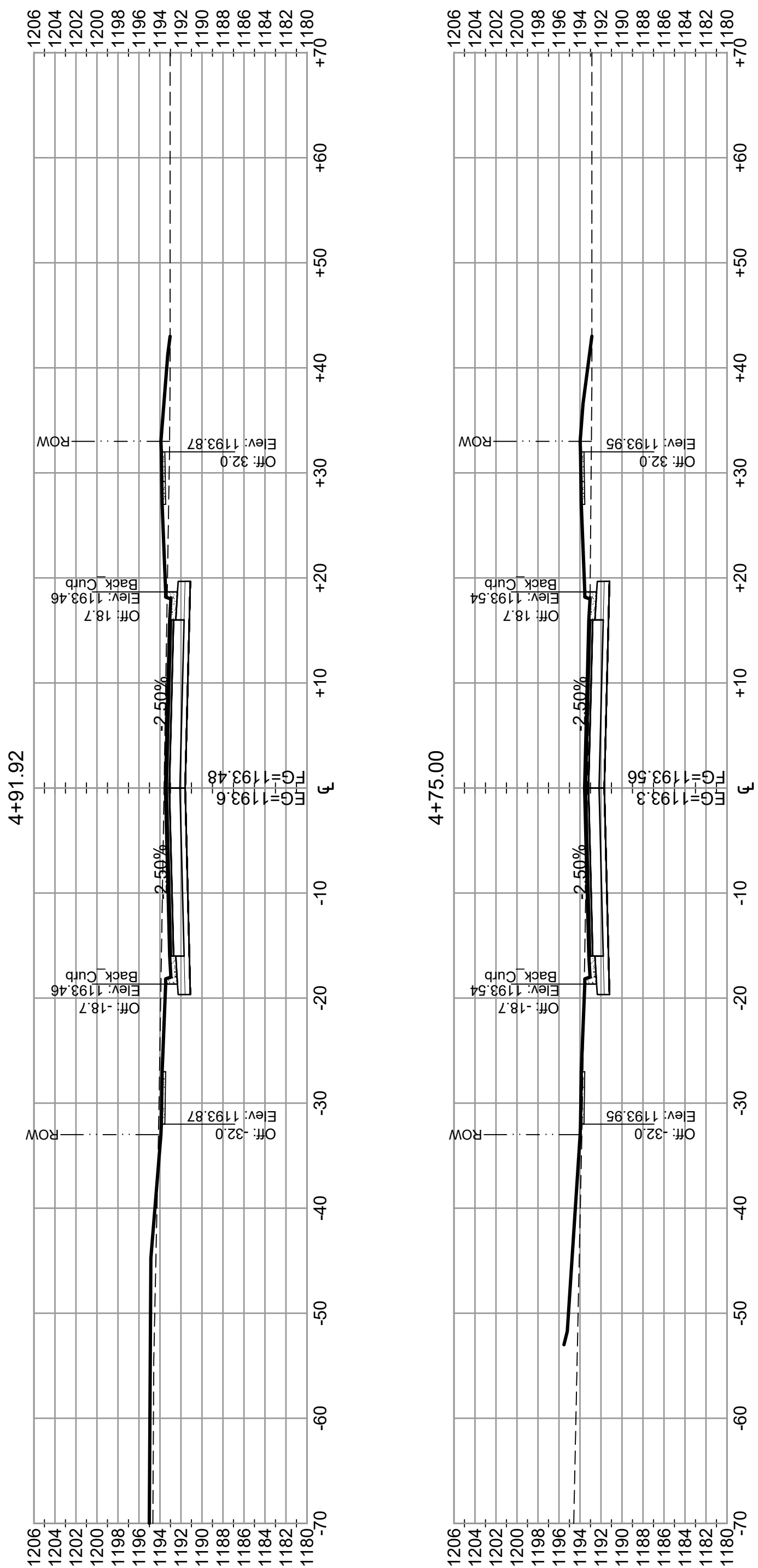
MINERAL SPRINGS ESTATES
MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

7TH AVENUE NE - CROSS SECTIONS

DATE: APRIL, 2025
SCALE: AS SHOWN
DRAWN BY: BJS
CHECKED BY: CNB
JOB NUMBER: 2022-11572

DATE					
REV#					
REVISIONS DESCRIPTION					
BY					

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CRAIG N. BRITTON
DATE: 04-25-2025 LIC. NO. 44228



MINERAL SPRINGS ESTATES
OWATONNA, MINNESOTA

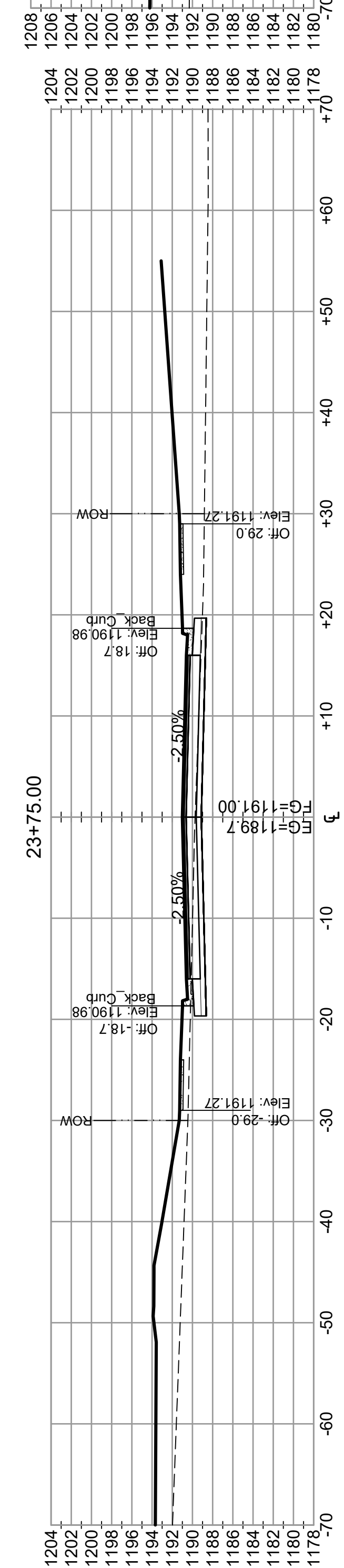
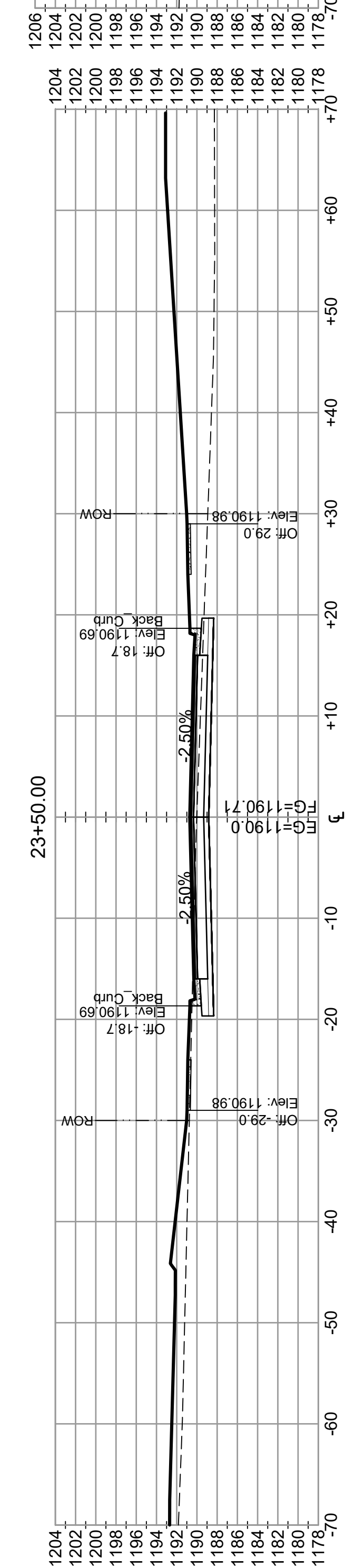
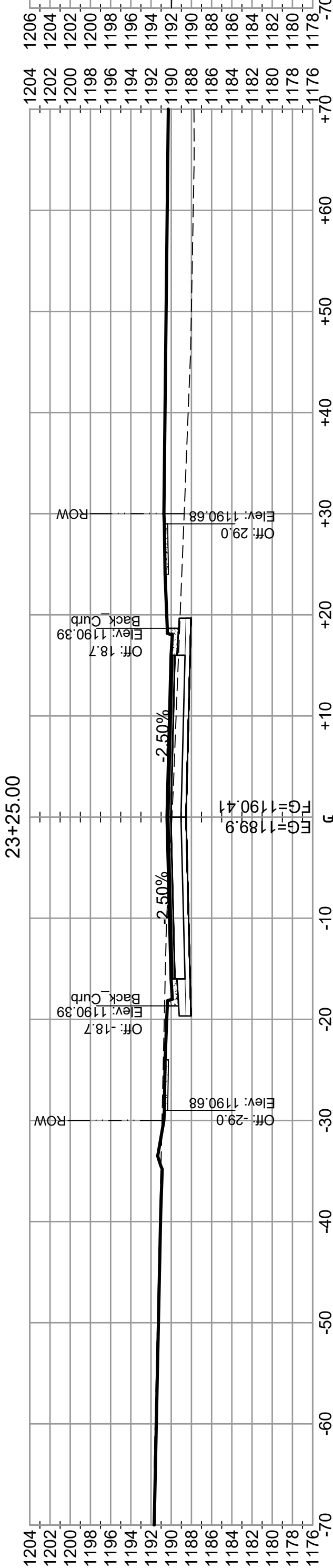
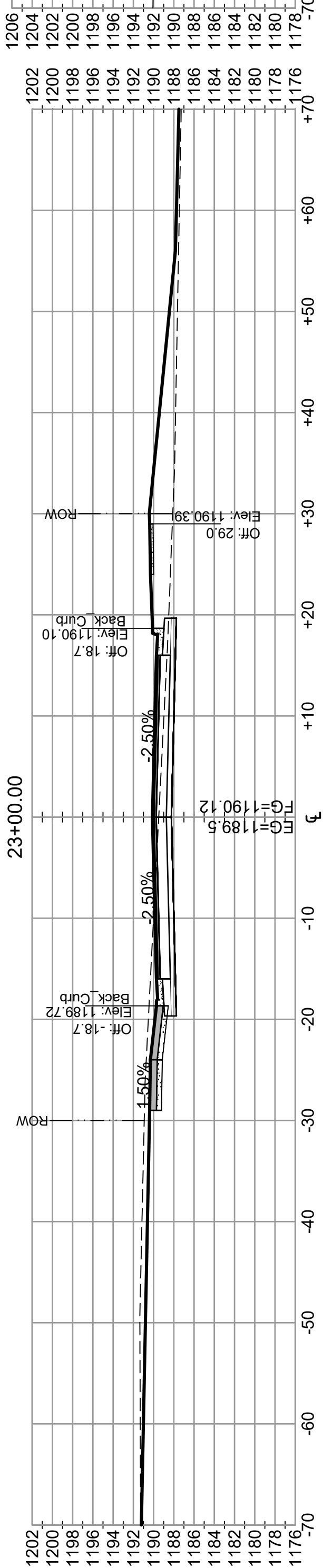
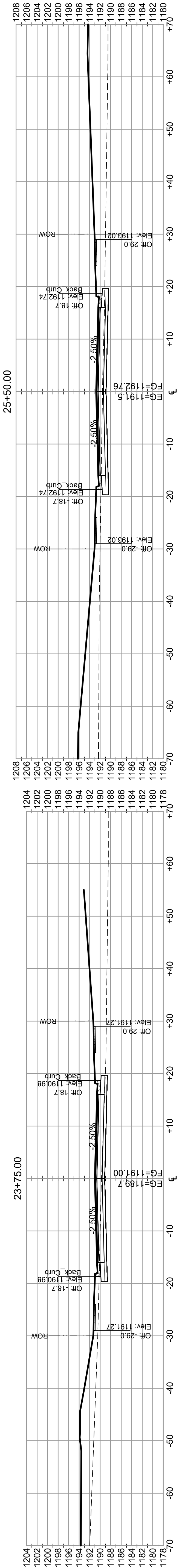
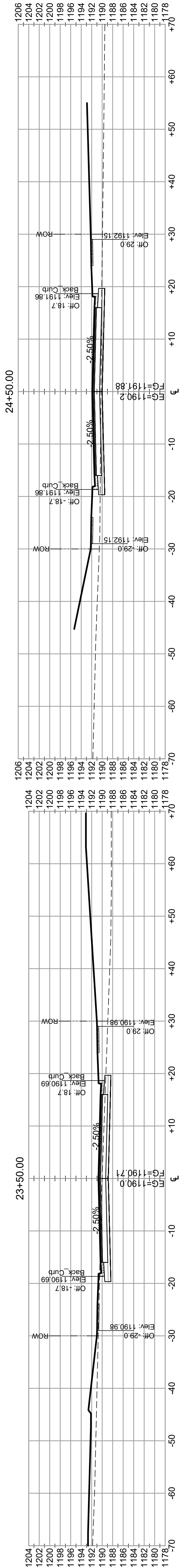
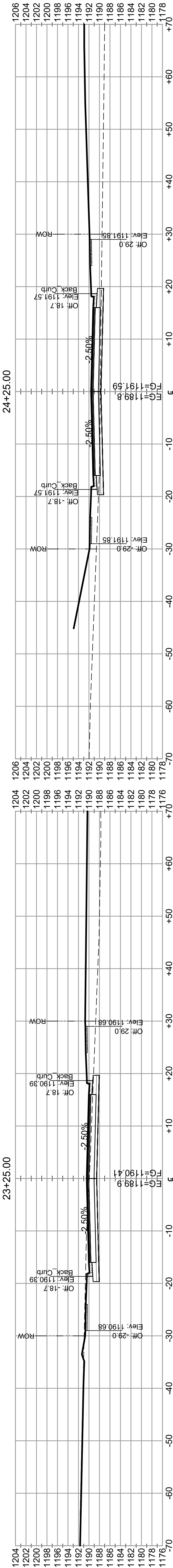
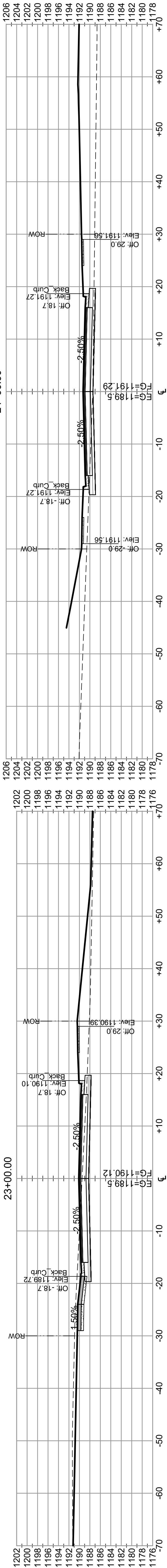
DAKOTA LANE NE - CROSS SECTIONS

DATE: APRIL, 2025
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JOB NUMBER: 2022-11572

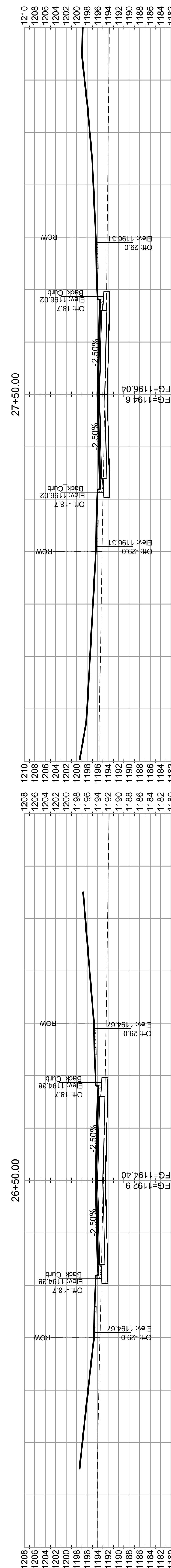
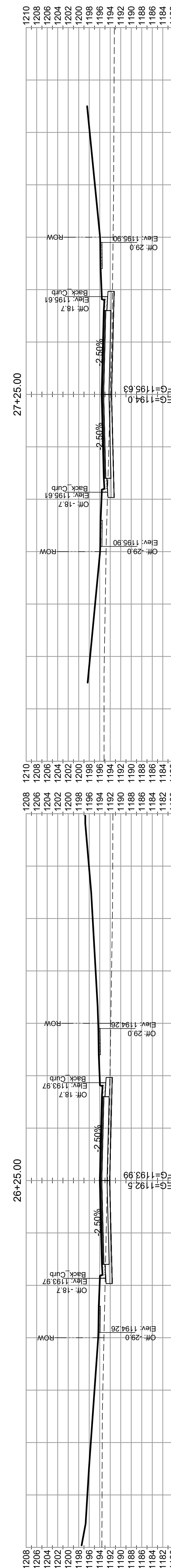
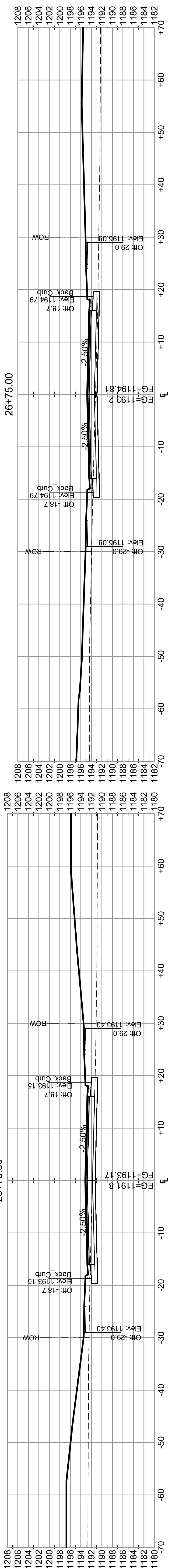
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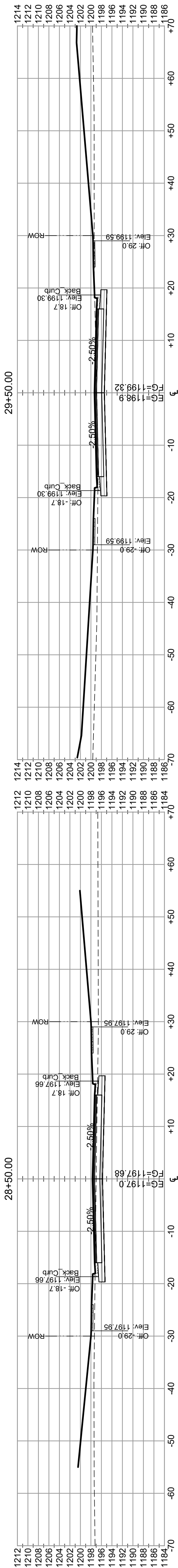
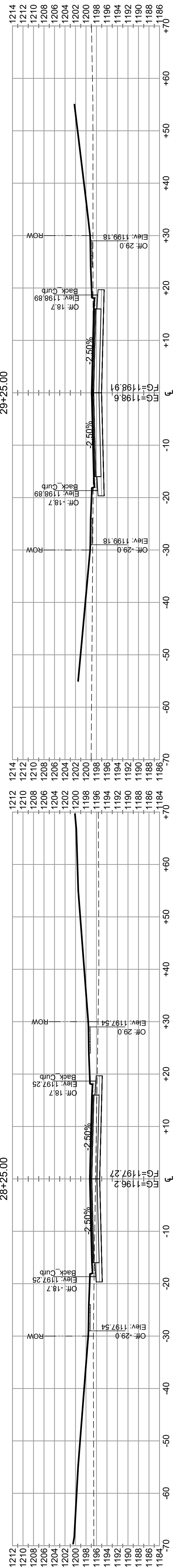
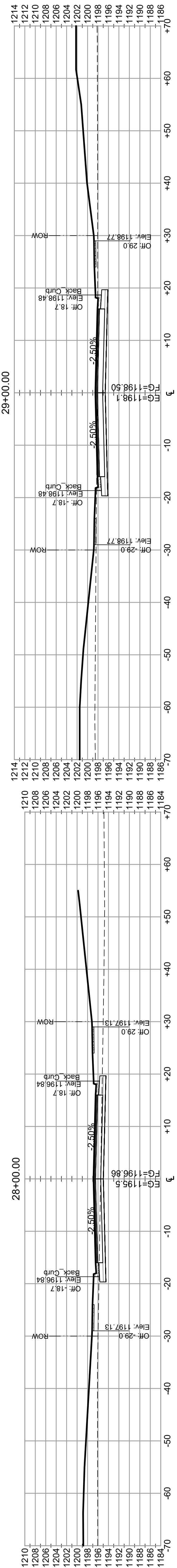
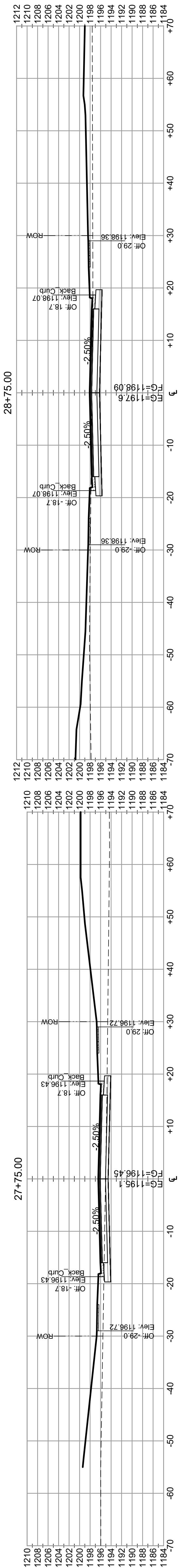
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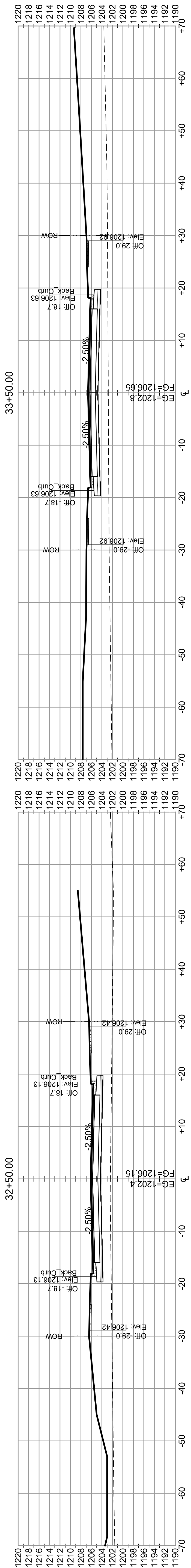
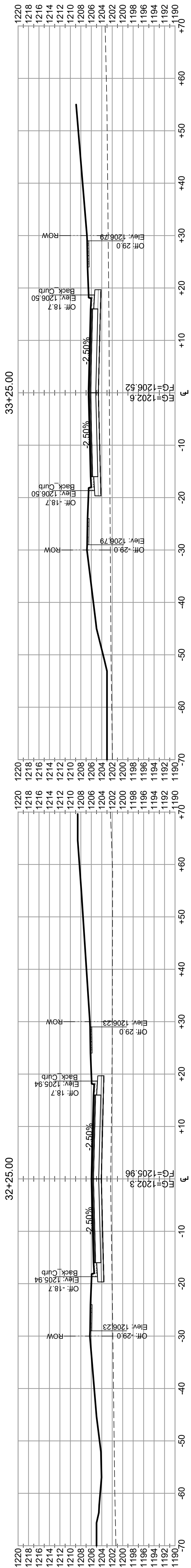
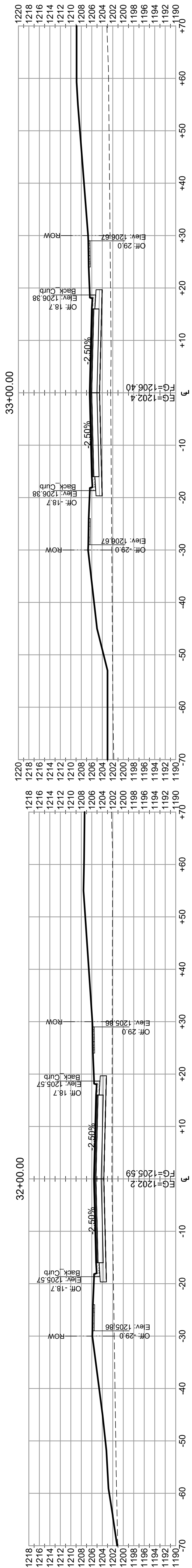
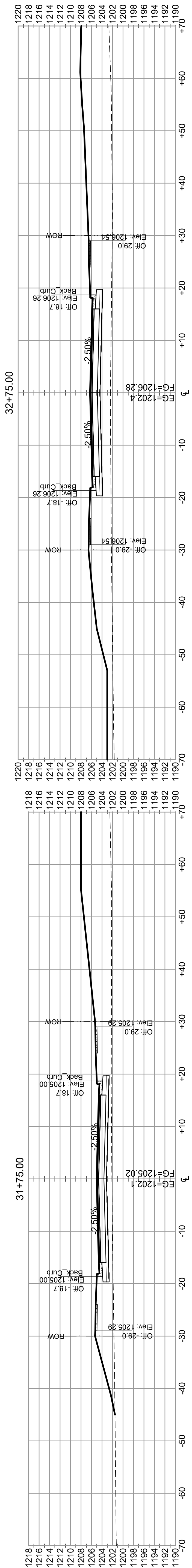
MINERAL SPRINGS ESTATES		DATE: APRIL, 2025		JOB NUMBER: 2022-11572		DAKOTA LANE NE - CROSS SECTIONS	
MINERAL SPRINGS ESTATES, LLC		SCALE: AS SHOWN		DRAWN BY: BJS		OWATONNA, MINNESOTA	
		CHECKED BY: CNB					
BY		REVISIONS DESCRIPTION		CRAG N BRITTON		DATE: 04-25-2025 LIC. NO. 441228	
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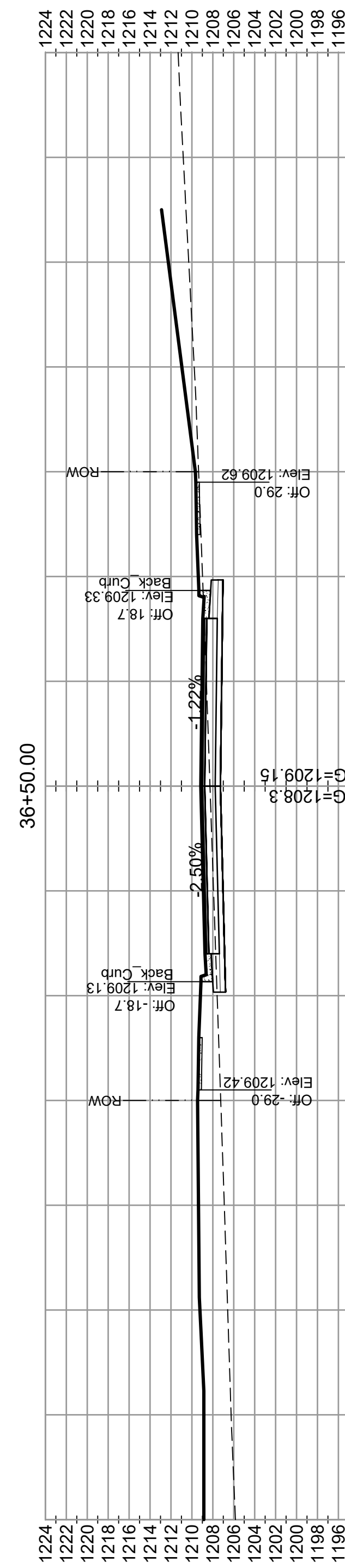
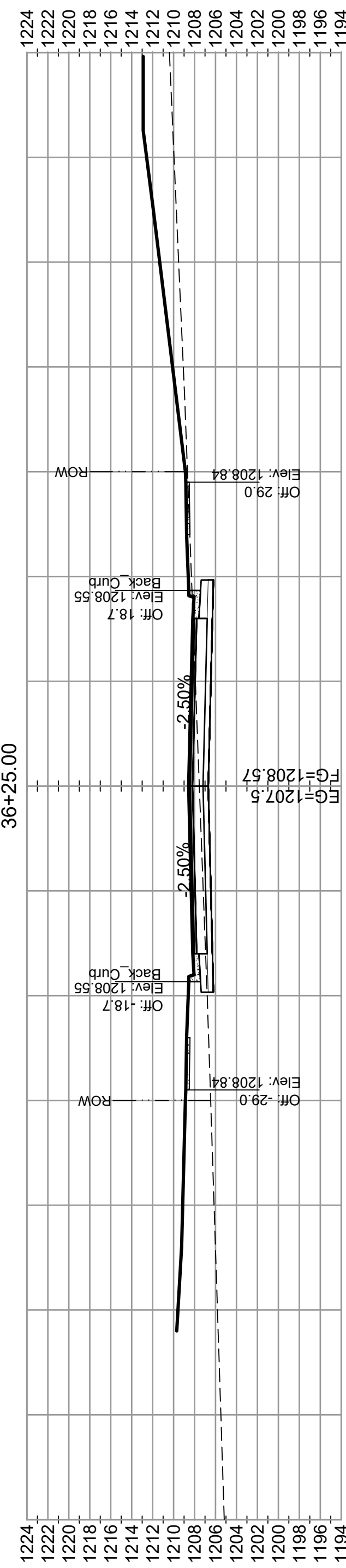
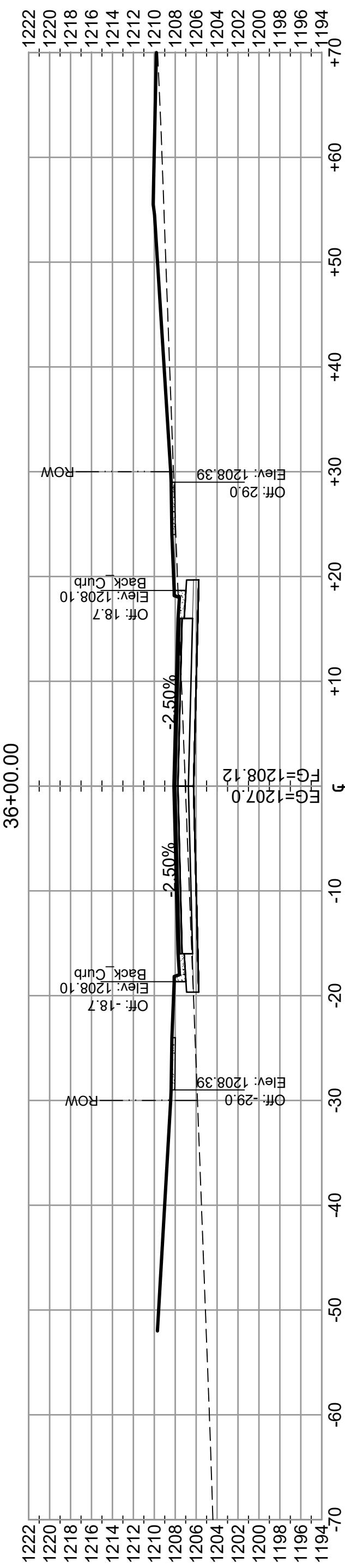
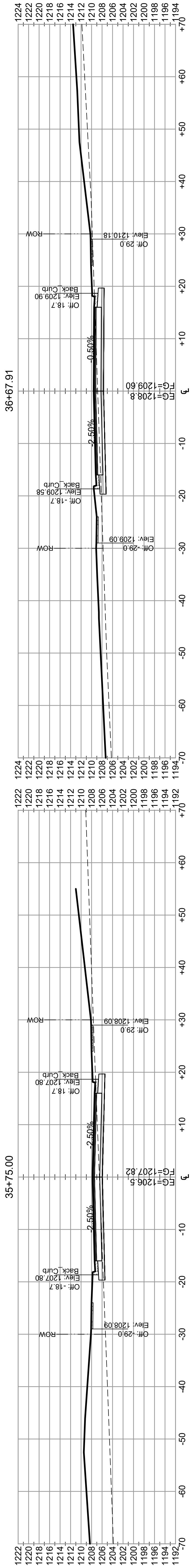
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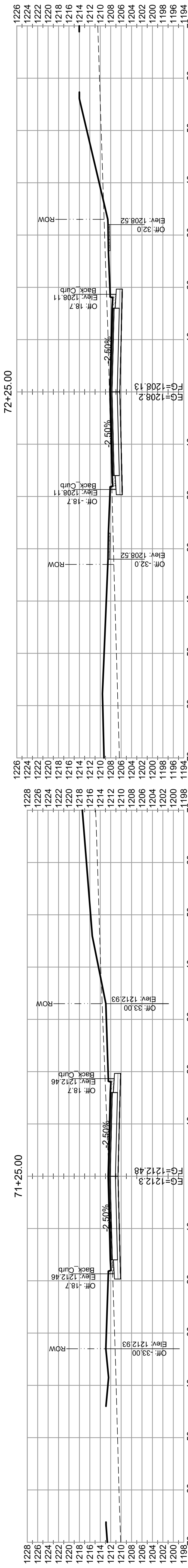
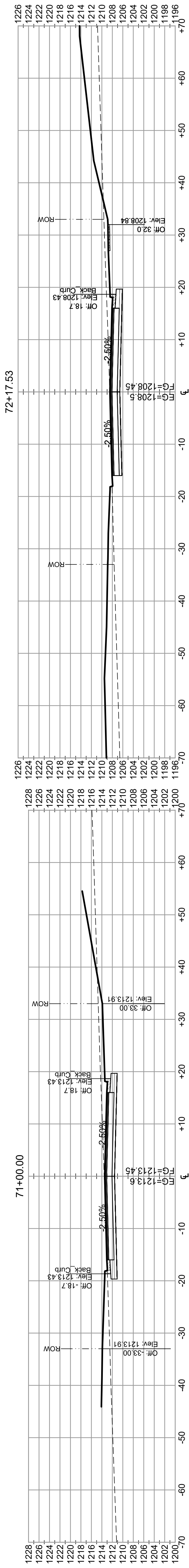
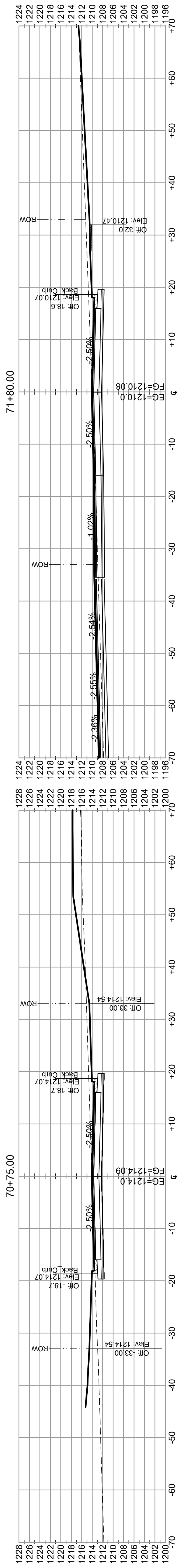
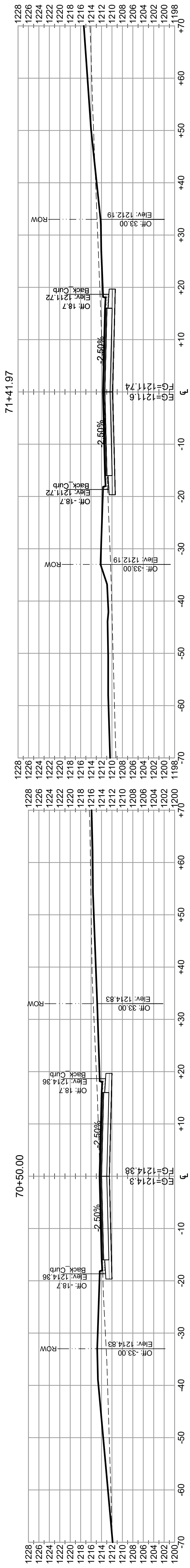
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OWATONNA, MINNESOTA

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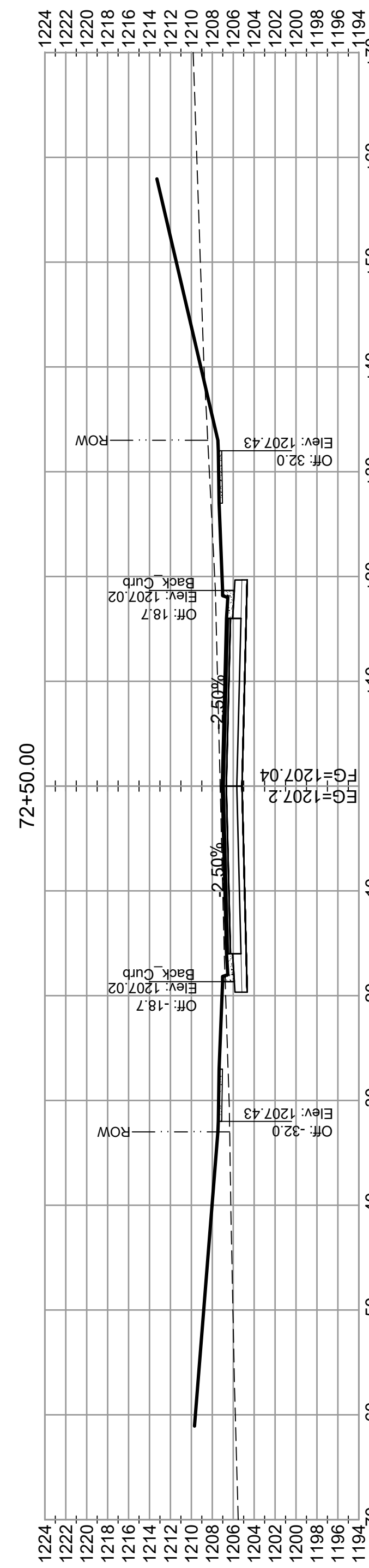
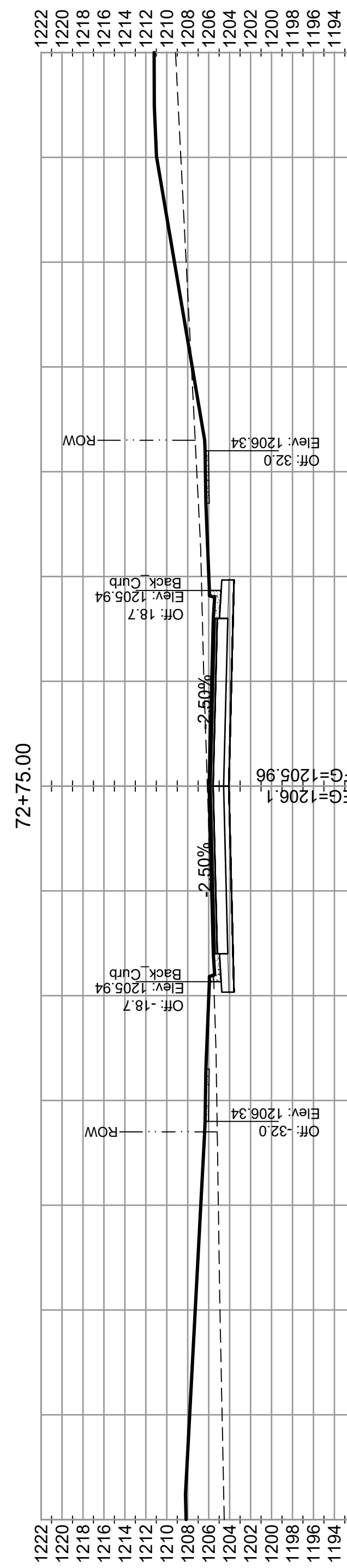
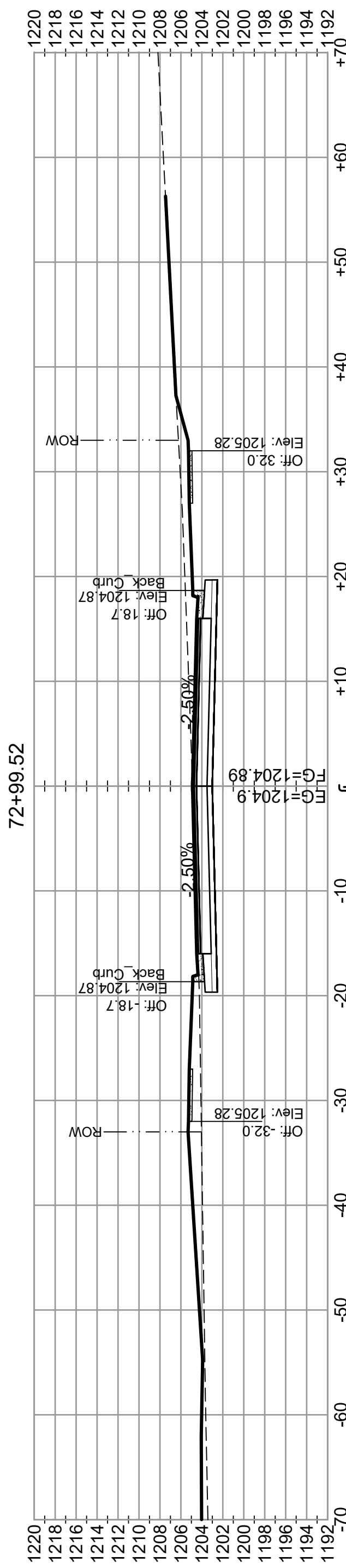


Exhibit D

(Cost Estimate)

PRAIRIE LaSALLE PARTNERS, LLC MINERAL SPRINGS SUBDIVISION WIDSETH PROJECT NO. 2022-11572 WIDSETH						
ENGINEERS ESTIMATE - PHASE 1 (TOTAL WITH SURFACING ITEMS)						July 28, 2025
BID NO.	ITEM NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL
1	2021.501	MOBILIZATION	1	L.S.	\$100,000.00	\$100,000.00
2	2101.524	CLEARING & GRUBBING	0.5	ACRES	\$10,000.00	\$5,000.00
3	2104.503	REMOVE CURB & GUTTER	40	LIN FT	\$7.50	\$300.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	74	LIN FT	\$5.00	\$370.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	10	SQ YD	\$20.00	\$200.00
6	2105.607	COMMON BORROW (LV)	21500	CU YD	\$10.00	\$215,000.00
7	2105.607	SELECT GRANULAR BORROW (CV) - 12"	3154	CU YD	\$28.00	\$88,312.00
8	2105.607	EXCAVATION SPECIAL (EXPLORATORY)	8	HR	\$250.00	\$2,000.00
9	2106.507	COMMON EXCAVATION (P)	12500	CU YD	\$5.00	\$62,500.00
10	2108.504	GEOTEXTILE FABRIC TYPE V	9460	SQ YD	\$2.00	\$18,920.00
11	2211.509	AGGREGATE BASE CLASS II MODIFIED (STONE RIDGE)	480	TON	\$25.00	\$12,000.00
12	2211.509	AGGREGATE BASE CLASS V - 12"	8890	TON	\$22.00	\$195,580.00
13	2301.504	CONCRETE PAVEMENT 6"	1314	TON	\$72.00	\$94,608.00
14	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) - 2"	955	TON	\$95.00	\$90,725.00
15	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B) - 2"	955	TON	\$94.50	\$90,247.50
16	2451.609	GRANULAR BEDDING	1040	TON	\$20.00	\$20,800.00
17	2501.502	12" RC PIPE APRON	4	EACH	\$1,500.00	\$6,000.00
18	2501.502	36" RC PIPE APRON	2	EACH	\$3,000.00	\$6,000.00
19	2502.503	6" PERF PVC PIPE DRAIN	4058	LIN FT	\$15.00	\$60,870.00
20	2502.602	6" PVC PIPE DRAIN CLEANOUT	12	EACH	\$200.00	\$2,400.00
21	2503.503	12" RC PIPE SEWER DES 3006 CL V	828	LIN FT	\$60.00	\$49,680.00
22	2503.503	15" RC PIPE SEWER DES 3006 CL V	292	LIN FT	\$62.00	\$18,104.00
23	2503.503	18" RC PIPE SEWER DES 3006 CL V	945	LIN FT	\$72.00	\$68,040.00
24	2503.503	21" RC PIPE SEWER DES 3006 CL III	231	LIN FT	\$90.00	\$20,790.00
25	2503.503	24" RC PIPE SEWER DES 3006 CL III	88	LIN FT	\$100.00	\$8,800.00
26	2503.503	36" RC PIPE SEWER DES 3006 CL III	444	LIN FT	\$190.00	\$84,360.00
27	2503.601	MAINTENANCE OF SANITARY SEWER	1	L.S.	\$5,000.00	\$5,000.00
28	2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$1,000.00	\$1,000.00
29	2503.602	8" X 4" PVC WYE	34	EACH	\$300.00	\$10,200.00
30	2503.602	8" X 6" PVC WYE	4	EACH	\$375.00	\$1,500.00
31	2503.603	SANITARY SEWER SERVICE (4" PVC)	34	EACH	\$1,400.00	\$47,600.00
32	2503.603	SANITARY SEWER SERVICE (6" PVC)	4	EACH	\$1,600.00	\$6,400.00
33	2503.603	SANITARY SEWER INSPECTION	2250	LIN FT	\$3.75	\$8,437.50
34	2503.603	8" PVC PIPE SEWER (SDR 35)	2250	LIN FT	\$52.00	\$117,000.00
35	2504.602	INSTALL WATER SERVICE SYSTEM (1")	34	EACH	\$2,250.00	\$76,500.00
36	2504.602	INSTALL WATER SERVICE SYSTEM (6")	4	EACH	\$3,500.00	\$14,000.00
37	2504.602	CONNECT TO EXISTING WATER MAIN	2	EACH	\$1,200.00	\$2,400.00
38	2504.602	HYDRANT	8	EACH	\$7,500.00	\$60,000.00
39	2504.602	ADJUST VALVE BOX	8	EACH	\$425.00	\$3,400.00
40	2504.602	6" GATE VALVE & BOX	9	EACH	\$3,000.00	\$27,000.00
41	2504.602	8" GATE VALVE & BOX	7	EACH	\$3,500.00	\$24,500.00
42	2504.603	6" WATER MAIN	91	LIN FT	\$52.00	\$4,732.00
43	2504.603	8" WATER MAIN	2250	LIN FT	\$65.00	\$146,250.00
44	2504.608	DUCTILE IRON FITTINGS	750	LB	\$15.50	\$11,625.00
45	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2'X3'	8	EACH	\$2,500.00	\$20,000.00
46	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	3	EACH	\$2,200.00	\$6,600.00
47	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	7	EACH	\$2,500.00	\$17,500.00
48	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	6	EACH	\$3,750.00	\$22,500.00
49	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	1	EACH	\$4,200.00	\$4,200.00
50	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	4	EACH	\$4,500.00	\$18,000.00
51	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	1	EACH	\$7,000.00	\$7,000.00
52	2506.502	ADJUST FRAME & RING CASTING	6	EACH	\$1,200.00	\$7,200.00
53	2506.602	CONSTRUCT POND CONTROL STRUCTURE	1	EACH	\$17,500.00	\$17,500.00
54	2506.602	DENSITY TESTING IN TRENCHES	1	L.S.	\$7,500.00	\$7,500.00
55	2506.602	CONSTRUCT SANITARY MANHOLE	9	EACH	\$4,750.00	\$42,750.00
56	2506.603	CONSTRUCT SANITARY MANHOLES	20	LIN FT	\$350.00	\$7,000.00
57	2511.507	RANDOM RIPRAP CLASS III	60	CU YD	\$63.00	\$3,780.00
58	2521.618	SIDEWALK	13481	SQ FT	\$8.50	\$114,588.50
59	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	4058	LIN FT	\$32.00	\$129,856.00
60	2531.618	TRUNCATED DOMES	128	SQ FT	\$57.00	\$7,296.00
61	2563.601	TRAFFIC CONTROL	1	L.S.	\$4,500.00	\$4,500.00
62	2565.603	4" NON-METALLIC CONDUIT	240	LIN FT	\$5.00	\$1,200.00
63	2563.602	TYPE III BARRICADES	6	EACH	\$500.00	\$3,000.00
64	2564.502	INSTALL SIGN PANEL	2	EACH	\$200.00	\$400.00
65	2564.618	SIGN PANEL	12.5	SQ FT	\$58.00	\$725.00
66	2573.501	STABLIZED CONSTRUCTION EXIT	2	EACH	\$750.00	\$1,500.00
67	2573.501	EROSION CONTROL SUPERVISOR	1	L.S.	\$5,000.00	\$5,000.00
68	2573.502	STORM DRAIN INLET PROTECTION	26	EACH	\$200.00	\$5,200.00
69	2573.503	SILT FENCE, TYPE MS	6796	LIN FT	\$3.75	\$25,485.00
70	2574.508	FERTILIZER TYPE 3	5600	LB	\$1.10	\$6,160.00
71	2574.507	COMMON TOPSOIL BORROW (LV)	2520	CU YD	\$22.00	\$55,440.00
72	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	13500	SQ YD	\$2.75	\$37,125.00
73	2575.504	ROLLED EROSION PREVENTION CATEGORY 70	250	SQ YD	\$6.50	\$1,625.00
74	2575.505	SEEDING	16	ACRE	\$1,500.00	\$24,000.00
75	2575.509	MULCH MATERIAL TYPE 1	32	TON	\$250.00	\$8,000.00
		ESTIMATED CONSTRUCTION TOTAL				\$2,501,781.50

LOAN AGREEMENT
BY AND BETWEEN
CITY OF OWATONNA, MINNESOTA
AND
MINERAL SPRINGS ESTATES, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS CENTER
80 South 8th Street
Minneapolis, Minnesota 55402

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EXHIBITS:

Exhibit A:	Promissory Note
Exhibit B:	Legal Description of Development Property
Exhibit C:	Permitted Encumbrances
Exhibit D:	Estimated Project Costs

LOAN AGREEMENT

THIS AGREEMENT, made as of the 1st day of August, 2025, by and between the City of Owatonna, Minnesota (the "City"), a municipal corporation and political subdivision duly organized and existing under the laws of the State of Minnesota and Mineral Springs Estates, LLC, a Minnesota limited liability company (the "Developer"):

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has heretofore established Municipal Development District No. 3 (the "Development District") and has adopted a development program therefor; and

WHEREAS, pursuant to and in accordance with the provisions of Minnesota Statutes, Sections 469.124 through 469.134, and Section 469.192 (collectively, the "Act") and at the request of the Developer, the City is authorized and agrees to loan the Developer the sum of \$704,724 (the "Loan") from available funds of the City for the purpose of providing funds to the Developer to pay or reimburse a portion of the costs of the construction of certain public improvements (the "Public Improvements") in connection with the Developer's construction of approximately (i) thirty-four (34) owner-occupied single family residential units; (ii) one rowhouse containing six (6) units; (iii) and an approximately six-unit (6) multi-family residential facility (the "Project"); and

WHEREAS, in consideration for receiving the Loan contemplated by this Agreement, the Developer is executing and delivering to the City this Agreement, a Promissory Note of even date herewith (the "Note"), a Combination Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Financing Statement (the "City Mortgage"), dated the date of issuance of the Loan; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Affiliate means with respect to the Developer, any other person directly or indirectly Controlling, Controlled by, or under common Control with the Developer and any person that has acquired all or substantially all of the assets of the Developer. “Control” means the possession, directly or indirectly, of the power to direct, or cause the direction of, the day-to-day management and policies of a person, whether through ownership of voting securities, membership interests or partnership interests, by contract or otherwise, which term will not preclude major decision approval by others. The terms “Control,” “Controlling,” “Controlled by” or “under common Control with” will have meanings correlative thereto.

Agreement means this Loan Agreement, as the same may be from time to time modified, amended or supplemented;

City means the City of Owatonna, Minnesota;

City Mortgage means the Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement, dated the date hereof, by the Developer in favor of the City, as the same may be amended or supplemented from time to time;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Public Improvements;

County means the County of Steele, Minnesota;

Developer means Mineral Springs Estates, LLC, a Minnesota limited liability company, its successors and assigns;

Developer Documents means this Loan Agreement, the Development Agreement, the City Mortgage, and the Note, and all exhibits and incorporation therefor;

Development Agreement means the Land Development Agreement (Mineral Springs Estates Addition) dated August 2025 by and between the City and the Developer;

Event of Default means any of the events described in Section 7.1 of this Agreement;

First Mortgage means any mortgage encumbering the Development Property granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Project;

Loan Payments means payments by the Developer of the principal and interest, if applicable, of the Loan;

Maturity Date means the date on which principal and interest, if applicable, on the Loan shall be fully due and payable and any other date when principal shall be due and payable whether at maturity or upon redemption or acceleration of maturity in Event of Default;

Net Proceeds means any proceeds paid by an insurer to the Developer or the City under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds;

Note shall mean the promissory note, the form of which is attached hereto as Exhibit A, of the Developer evidencing the Loan in the original principal amount of \$704,724, payable to City;

Permitted Encumbrances means the encumbrances described in Exhibit C to this Agreement;

Project means the construction by the Developer of approximately (i) thirty-four (34) owner-occupied single family residential units; (ii) one rowhouse containing six (6) units; (iii) and an approximately six (6) unit multi-family residential facility, to be constructed in multiple phases and located on the Development Property;

Public Improvements means the last two inches of aggregate, pavement, curb and gutter, sidewalks, driveway aprons, boulevard trees, final grade and turf establishment to be made or installed by the Developer in connection with the Project pursuant to the terms of the Development Agreement;

State means the State of Minnesota;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company, has the power and the authority to enter into this Agreement and to perform its obligations hereunder and in doing so will not violate its articles, operating agreement or member control agreement, or the laws of the State.

(2) The Developer will cause the Public Improvements to be constructed, operated and maintained in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), except for variances necessary to construct the Public Improvements contemplated in any Construction Plans approved by the City.

(3) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Public Improvements may be lawfully constructed.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Public Improvements and the Project.

(6) The financing commitments which the Developer will proceed with due diligence to obtain to finance acquisition or construction of the Public Improvements and the Project, together with financing provided by the City pursuant to this Agreement plus any equity

contribution of the Developer, will be sufficient to enable the Developer to successfully complete the Public Improvements and the Project as contemplated in this Agreement.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Public Improvements and the Project.

(8) The Developer would not undertake the Public Improvements and the Project without the financing provided by the City pursuant to this Agreement.

(9) Subject to Unavoidable Delays, the Developer shall commence construction of the Public Improvements by October 1, 2025 and shall complete construction of the Public Improvements and Project by July 1, 2027.

ARTICLE III

LOAN AND CONSTRUCTION OF PROJECT

Section 3.1. Loan Amount.

(1) The City agrees to lend to the Developer and the Developer agrees to borrow from the City, upon the terms and conditions herein, the principal sum not to exceed \$704,724.00 (the “Loan”) to finance costs of the construction of the Public Improvements in accordance with the provisions of this Loan Agreement.

(2) The City shall distribute the Loan (the “Loan Origination Date”) to the Developer within five (5) business days of the Developer’s delivery to the City of paid invoices for the costs of the Public Improvements (the “Project Costs”). The financial assistance to be provided to the Developer pursuant to this Agreement is based on certain assumptions regarding the Project Costs. If the actual paid Project Costs are less than the estimated Project Costs listed in Exhibit D attached hereto, the Loan will be reduced by the amount by which the estimated Project Costs exceed the actual Project Costs. The Loan will not be issued until the City has compared estimated Project Costs with the actual Project Costs as described herein and adjusted the principal amount of the Loan, if necessary.

Section 3.2. Repayment of Loan.

(1) The unpaid principal of the Loan shall bear simple non-compounding interest from the Loan Origination Date at a rate per annum of two (2) percent above the true interest cost of the City’s most recent bond issue. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(2) The Developer shall pay the City the principal amount and interest thereon then outstanding on the Loan in a single balloon payment due sixty (60) months from the Loan Origination Date.

(3) The Developer shall pay to the City, upon the closing of the sale of any individual lot (each, a “Lot”), along with any outlots associated therewith, comprising the Development Property, an amount equal to \$19,576 (each a “Lot Release Payment”), which Lot Release Payment shall be applied to the Note as a mandatory principal reduction payment. This section shall not apply to the sale of a Lot to an Affiliate.

(4) Each Loan Payment by the Developer under this Section shall be made directly to the City by electronic fund transfer debit transactions through the automated clearing house network, initiated by the Developer on behalf of the City, or by such other means and manner as the City may designate in writing to the Developer.

(5) The Developer shall have the right to prepay the principal of the Loan pursuant to the terms of the Note.

Section 3.3. Conditions Precedent to Distribution of Loan. The obligation of the City to disburse the Loan to the Developer pursuant to this Article III shall be subject to the conditions precedent:

(1) the City has received the fully executed and as applicable, recorded, Developer Documents;

(2) the Public Improvements and the Project and the contemplated use thereof are permitted by and comply in all material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations and have been duly approved by the municipal or other governmental authorities having jurisdiction and that the required building, zoning, environmental and other permits, approvals and licenses have been duly obtained as required by law;

(3) all filing and permit fees, charges, expenses and taxes shall have been paid by Developer; and all required insurance policies shall be in appropriate amounts, name all insureds, and be in full force and effect as evidenced by the certificates of insurance;

(4) Construction Plans relating to the Public Improvements shall have been approved in writing by the City;

(5) no Event of Default or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing and all representations and warranties made by Developer in this Agreement shall continue to be true and correct as of the date of such disbursement;

(6) certificates of the insurance required hereunder, containing a lender's loss payable clause or endorsement in favor of the City have been filed with the City;

(7) the City has received a commitment, or a proforma title policy from the a title company in form and content acceptable to the City, to issue an ALTA title policy to the City insuring the City Mortgage as a lien on the Development Property, together with true and complete copies of all documents affecting title to the Development Property and such endorsements to the policy as required by the City;

(8) such other documents as the City in its reasonable discretion may require.

Section 3.4. Construction Requirements.

(1) The Developer shall construct the Public Improvements in conformance with the Construction Plans.

(2) The construction contracts for the Public Improvements shall be assigned to the City.

(3) The construction contract shall be a fixed-price or maximum cost contract.

(4) The cost statements for the Public Improvements shall include a five percent (5.00%) minimum cost contingency.

ARTICLE IV

INSURANCE AND CONDEMNATION

Section 4.1. Insurance.

(1) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and the Project and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(a) Builder's risk insurance, written on the so-called "Builder's Risk — Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Public Improvements and the Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy; the interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Worker's compensation insurance, with statutory coverage.

(2) Upon completion of construction of the Public Improvements and the Project and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Insurance against loss and/or damage to the Public Improvements and the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Public Improvements and the Project, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Public Improvements and the Project (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City. All policies evidencing insurance required by this subparagraph (i) with respect to the Public

Improvements and the Project shall be carried in the names of the Developer, the City and the holder of the First Mortgage, as their respective interests may appear.

(b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,500,000, and shall be endorsed to show the City as an additional insured.

(c) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(3) All insurance required by this Article IV shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Public Improvements and the Project.

(4) The Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Public Improvements or the Project or any portion thereof resulting from fire or other casualty. In the event that any such damage does not exceed \$100,000, Net Proceeds of any such insurance shall be paid directly to the Developer, and the Developer will forthwith repair, reconstruct and restore the Public Improvements and the Project to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

(5) Net proceeds of any insurance relating to damage or destruction to the Public Improvements or the Project or any portion thereof as a result of fire or other casualty in an amount estimated to equal or exceed \$100,000 shall be payable to a trustee jointly agreed upon by the Developer, the City and the holder of the First Mortgage (or in such other manner as may be agreeable to the City, Developer and holder) and shall be subject to such disbursement provisions as shall be jointly agreed by the City, the Developer and the holder of the First Mortgage. In the

event the Public Improvements or the Project or any portion thereof are destroyed by fire or other casualty and the damage or destruction is estimated to equal or exceed \$25,000, then the Developer shall within ninety (90) days after such damage or destruction, commence to repair, reconstruct and restore the damaged Public Improvements and the Project to substantially the same or improved condition or utility value as they existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage or destruction received by the Developer from the City to the payment or reimbursement of the costs thereof.

(6) The Developer shall complete the repair, reconstruction and restoration of the Public Improvements and the Project, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient.

Section 4.2. Reconstruction or Payment. Upon receipt of any property insurance proceeds, the Developer shall use the property insurance proceeds to reconstruct the Public Improvements and the Project (or, in the event only a part of Public Improvements or the Project have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the City; provided, however, that the Developer may instead elect to pay to the City out of the property insurance proceeds, if and to the extent any such property insurance proceeds are sufficient to redeem the Note.

Section 4.3. Relationship to First Mortgagee. The provisions of Sections 4.1, 4.2 and 4.3 of this Agreement shall be subject to the subordination, modification and waiver provisions of Section 5.5 of this Agreement but shall otherwise remain in full force and effect with respect to the Developer's obligations to maintain insurance, notify the City of any casualty or condemnation and reconstruct the Public Improvements and the Project upon such casualty or condemnation unless provision is made to the satisfaction of the City for the payment or discharge of the Note.

ARTICLE V

MORTGAGE FINANCING

Section 5.1. Limitation Upon Encumbrance of Property. Prior to the completion of the Project, as certified by the City, neither the Developer nor any successor in interest to the Development Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, other than the Permitted Encumbrances, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property, other than Permitted Encumbrances, except:

(1) for the purposes of obtaining funds only to the extent necessary for making the Public Improvements and the Project (including, but not limited to, labor and materials, equipment, professional fees, real estate taxes, construction interest, organization and other indirect costs of development, costs of constructing the Public Improvements and the Project, an allowance for contingencies, costs of issuance of any bond or note issue to fund construction or acquisition of the Public Improvements and the Project, amounts required to fund any bond or note reserves relating to construction or acquisition of the Public improvements and the Project, and amounts required to fund any required escrow accounts); and

(2) only upon the prior written approval of the City in accordance with Sections 5.1 and 5.2 of this Agreement.

Section 5.2. Approval of First Mortgage. The City shall approve a First Mortgage if:

(1) the City first receives a copy of all mortgage documents;

(2) the mortgage loan, together with other funds available to the Developer, will, in the reasonable judgment of the City, be sufficient to construct the Public Improvements and the Project;

(3) the City is not entitled under Section 7.2 of this Agreement to exercise any of the remedies set forth therein as a result of an Event of Default; and

(4) the City determines that the terms of the First Mortgage conform to the terms of Section 5.5 of this Agreement.

Section 5.3. First Mortgagee's Option to Cure Defaults. After any breach or default referred to in Article VIII of this Agreement, each such First Mortgage holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Development Property covered by its First Mortgage) and to add the cost thereof to the First Mortgage debt and the lien of its First Mortgage; provided, however, that if the breach or default is with respect to construction of the Public Improvements and the Project, nothing contained in this Section or any other Section of this Agreement shall be deemed to require such First Mortgage holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Public Improvements and the Project (beyond the extent necessary to conserve or protect the

Public Improvements or the Project or construction already made), provided that any such First Mortgage holder shall not devote the Development Property to a use inconsistent with this Agreement without the agreement of the City.

Section 5.4. City's Option to Cure Default on First Mortgage. Any First Mortgage executed by the Developer with respect to the Development Property or any improvements thereon shall provide that, in the event that the Developer is in default under any First Mortgage authorized pursuant to this Article VII, the holder of the First Mortgage shall notify the City in writing of:

- (1) the fact of the default;
- (2) the elements of the default; and
- (3) the actions required to cure the default.

If the default is an "Event of Default" under such First Mortgage, which shall entitle such holder thereof to foreclose upon the Development Property, the Project or any portion thereof, and any applicable grace periods have expired, the City shall have, and each First Mortgage executed by the Developer with respect to the Development Property or any portion thereof or any improvements thereon shall provide that the City shall have, such an opportunity to cure the "Event of Default" within such reasonable time period as the holder shall deem appropriate.

Section 5.5. Subordination and Modification for the Benefit of Holder of First Mortgage.

(1) In order to facilitate the obtaining of financing for the construction or purchase of the Public Improvements and the Project by the Developer, the City agrees to subordinate its rights under the City Mortgage to the holder of the First Mortgage for the purposes described in Section 5.1(1) of this Agreement.

(2) In order to facilitate the obtaining of financing for the construction of the Public Improvements and the Project, the City agrees that it shall agree to any reasonable modification of this Article V or waiver of its rights hereunder to accommodate the interests of the holder of the First Mortgage, provided, however, that the City determines, in its reasonable judgment, that any such modification(s) will adequately protect the legitimate interests and security of the City with respect to the Public Improvements and the Project. The City also agrees to consider such modification(s) of this Article V with respect to other holders, and to agree to such modifications if the City deems such modification(s) necessary and reasonable.

Section 5.6. Release of Property from City Mortgage. The City shall release individual lots (each, a "Lot"), along with any outlots associated therewith, comprising the Development Property from the mortgage lien of the City Mortgage upon the written request of Developer provided:

(1) No Event of Default, and no event which with the giving of notice or the passage of time or both would constitute an Event of Default, shall have occurred and be continuing.

(2) The Developer has complied in all material respects with all applicable laws, rules and regulations governing the lots with respect to the Development Property as determined by City, in its sole discretion.

(3) The City has received the Lot Release Payment from the Developer.

To accomplish a partial release of the Mortgage, the Developer shall present to the City a properly drafted partial release form for the City's signature, together with the applicable Lot Release Payment in cash or guaranteed funds for each individual lot to be released.

ARTICLE VI

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 6.1. Status of Developer; Transfer of Substantially All Assets. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that prior to the Maturity Date, the Developer will maintain its existence as a limited liability company and will not wind up or otherwise dispose of all or substantially all of its assets; provided that the Developer may sell or otherwise transfer to a partnership or corporation organized under the laws of one of the United States, or an individual, all or substantially all of its assets as an entirety and thereafter wind up and be discharged from liability hereunder if (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement; and (ii) the City receives such new security from the successor to the Developer to assure completion of the Public Improvements and the Project and receives such evidence as the City shall reasonably require, including an opinion of counsel, that the existing guarantees and security provided pursuant to this Agreement and the City Mortgage will remain in effect and will be enforceable against the existing Developer upon a default by the successor to the Developer with respect to completion of the Public Improvements and Project.

Section 6.2. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the Maturity Date:

(1) Subject to Article VI of this Agreement, except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to constructing the Public Improvements and the Project under this Agreement, and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

(2) The City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(b) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section shall not apply); provided, however, that the fact that any transferee of, or any other

successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or the construction of the Public Improvements and the Project; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Public Improvements and the Project that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(c) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VI.

(3) Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Section 6.2 may be denied by the City only in the event that the City reasonably determines that:

(a) The proposed transferee does not have the qualifications and, or financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; or

(b) The overall financial security provided to the City under the terms of this Agreement will be materially impaired by the transfer of Developer's interest in the Agreement or the Development Property to the proposed transferee; or

(c) The likelihood of the Public Improvements and Project being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the transfer of Developer's interest in the Agreement or the Development Property to the proposed transferee.

Section 6.3. Release and Indemnification Covenants.

(1) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section 6.3, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, the Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising (i) from any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement) or (ii) the acquisition, construction, installation, ownership, and operation of the Public Improvements and the Project or (iii) any hazardous substance located in or on the Development Property.

(3) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, respectively, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(5) The provisions of this Section 6.3 shall survive the termination of this Agreement.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by the Developer to make any Loan Payment when due on the Maturity Date.

(2) Failure by the Developer to maintain insurance as required by this Loan Agreement.

(3) Failure by the Developer to timely pay pursuant to Article V of this Agreement all ad valorem real property taxes assessed with respect to the Development Property.

(4) Failure by the Developer to cause the construction of the Public Improvements and, or the Project to be commenced and/or completed pursuant to the terms, conditions and limitations of this Agreement.

(5) Failure by the Developer to cause the Public Improvements and, or the Project to be reconstructed when required pursuant to Article IV of this Agreement.

(6) Transfer of any interest in the Development Property or the improvements thereon in violation of the provisions of Article VI of this Agreement.

(7) Failure by the Developer to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the Development Agreement.

(8) If the holder of any First Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable First Mortgage documents.

(9) If the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or of the Project, or

part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot be cured within thirty (30) days and the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(1) The City may declare the Loan to be immediately due and payable, whereupon the same shall become immediately due and payable in an amount equal to the then outstanding principal amount of the Loan and any other amounts due under this Loan Agreement.

(2) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(3) The City may cancel and rescind this Agreement.

(4) The City may take any action, including legal or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement, including foreclosure of the City Mortgage.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 7.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE VIII

ADDITIONAL PROVISIONS

Section 8.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote the Development Property to uses compliant with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), except for variances necessary to construct the Public Improvements and the Project contemplated in any Construction Plans approved by the City.

Section 8.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property, the Public Improvements, or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 8.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer, is addressed to or delivered personally to the Developer at:

Mineral Springs Estates, LLC
Attention: Aberon Truneh
3611 85th Street NW Oronoco
MN 55960
Email: Atruneh@Prairie Lasalle Partners.com

With a copy to: Greg C. Whitehead Attorney
Applegate & Thorne-Thomsen, P.C. 425 S. Financial
Place, Suite 1900
Chicago, IL 60605
Email: gwhitehead@att-law.com

And to: Joel Hilgendorf
Attorney
Hellmuth and Johnson
8050 West 78th Street
Edina, MN 55439
Email: jhilgendorf@hjlawfirm.com

(2) in the case of the City, is addressed to or delivered personally to the City at:

City of Owatonna, Minnesota
Attention: City Administrator
540 West Hills Circle
Owatonna, MN 55060

(3) in the case of the holder of the First Mortgage, is addressed or delivered personally to the address supplied;

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.6. Modification. If the Developer is requested by the holder of a First Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request with a view to granting the same unless the City, in its reasonable judgment, concludes that such modification is not in the interest of the City or the public, or will significantly and undesirably weaken the financial security provided to the interests of the City by the terms and provisions of this Agreement.

Section 8.7. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 8.8. Legal Opinions. Upon execution of this Agreement, each party shall, upon request of the other party, supply the other party with an opinion of its legal counsel to the effect that this Agreement is legally issued or executed by, and valid and binding upon, such party, and enforceable in accordance with its terms.

Section 8.9. City Approvals. Any approval, execution of documents, or other action to be taken by the City pursuant to this Agreement, for the purpose of carrying out the terms of this Agreement or for the purpose of determining sufficient performance by the Developer under this Agreement, may be made, executed or taken by the City Administrator or Mayor of the City without further approval by the City Council. The City Administrator may, but shall not be required to, consult with other City staff with respect to such matters.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF OWATONNA, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Loan Agreement by and between the City of Owatonna, Minnesota and Mineral Springs Estates, LLC

MINERAL SPRINGS ESTATES, LLC

By _____
Its _____

This is a signature page to the Loan Agreement by and between the City of Owatonna, Minnesota and Mineral Springs Estates, LLC.

EXHIBIT A
FORM PROMISSORY NOTE

Date: _____, 2025

\$704,724.00

FOR VALUE RECEIVED, Mineral Springs Estates, LLC, a Minnesota limited liability company (the "Borrower") hereby promises to pay to the City of Owatonna, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Minnesota or its assigns (the "City" or "Holder"), at its designated principal office or such other place as the Holder may designate in writing, the principal sum of Seven Hundred and Four Thousand and Seven Hundred Twenty-Four Dollars (\$704,724.00) (the "Loan") disbursed under this Promissory Note (the "Note"), in any coin or currency that at the time or times of payment is legal tender for the payment of private debts in the United States of America. All capitalized terms not otherwise defined herein, shall have the meaning prescribed to them in and by that certain Loan Agreement, by and between the Borrower and the Holder, dated as of August 1, 2025 (the "Loan Agreement"). The principal and interest, if applicable, on this Note is payable as follows:

1. The unpaid principal of the Loan shall bear simple non-compounding interest from the Loan Origination Date at [____]% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.
2. Upon the closing of the sale of any individual lot (each, a "Lot"), along with any outlots associated therewith, from the Development Property, the Borrower shall pay to City the Lot Release Payment, as defined in the Loan Agreement. Such Lot Release Payment shall be applied as a mandatory payment against principal outstanding under this Note. This provision shall not apply to the sale of a Lot to an Affiliate, as defined in the Loan Agreement.
3. The Borrower shall pay the City the principal amount and interest thereon then outstanding on the Loan in a single balloon payment due on sixty (60) months from the Loan Origination Date.
4. Each payment by the Borrower under this Note shall be made directly to the City by electronic fund transfer debit transactions through the automated clearing house network, initiated by the Borrower on behalf of the City, or by such other means and manner as the City may designate in writing to the Borrower.
5. The Loan shall be subject to redemption and prepayment without penalty at the option of the Borrower on any date, in whole or in part, at the redemption price equal to the outstanding principal balance on the Loan. Mailed notice of redemption shall be given to the Holder at least thirty (30) days prior to the date fixed for redemption.
6. If the Loan Agreement is found to be invalid for whatever reason, such invalidity shall constitute an Event of Default hereunder. All of the agreements, conditions, covenants,

provisions, and stipulations contained in the Loan Agreement, the City Mortgage or any other instrument securing this Note (as defined in the Loan Agreement and collectively, the "Loan Documents") are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If an Event of Default occurs under the Loan Documents, then the Holder of this Note may at its right and option, without notice, declare immediately due and payable the principal balance of and interest on, if applicable, this Note, together with reasonable attorney's fees and expenses incurred by the Holder of this Note in collecting or enforcing payment hereof, whether by lawsuit or otherwise, and all other sums due hereunder or any of the Loan Documents. The Borrower agrees that the Holder of this Note may, without notice to and without affecting the liability of the Borrower, accept additional or substitute security for this Note, or release any security or any party liable for this Note or extend or renew this Note.

7. The remedies of the Holder of this Note as provided herein, and in the Loan Documents, shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Holder of this Note, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

8. The Holder of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

9. If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

10. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and is governed by the laws thereof. Any disputes, controversies, or claims arising out of this Note shall be heard in the state or federal courts of Minnesota, and all parties to this Note waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise,

11. The performance or observance of any promise or condition set forth in this Note may be waived, amended, or modified only by a writing signed by the Borrower and the Holder. No delay in the exercise of any power, right, or remedy operates as a waiver thereof, nor shall any single or partial exercise of any other power, right, or remedy.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed as of the date and year first written above.

MINERAL SPRINGS ESTATES, LLC

By: _____
Name: _____
Its: _____

EXHIBIT B

Legal Description of Development Property

The following described real property located in the County of Steele, and State of Minnesota:

Lots 1 – 17, Block 1;

Lots 1 & 2, Block 2;

Lots 1 & 2, Block 3;

Lots 1 – 9, Block 4;

Lots 1 – 4, Block 5;

Lots 1 & 2, Block 6; and

Outlots A – M

all in MINERAL SPRINGS ESTATES, Steele County, Minnesota.

EXHIBIT C

Permitted Encumbrances

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the Development Property, or use or enjoyment of the Development Property, or regulating the character, dimensions or location of any improvement now or hereafter erected on the Development Property, or prohibiting a separation in ownership or a reduction in the dimensions or area of the Development Property, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) resulting in no loss or damage to the Developer; and (b) attaching or created pursuant to Article V of the Loan Agreement.
4. Any First Mortgage approved or permitted under Section 5.2 of the Loan Agreement and any liens and encumbrances permitted under the terms of said First Mortgage.

EXHIBIT D

ESTIMATED PROJECT COSTS

PRAIRIE LaSALLE PARTNERS, LLC MINERAL SPRINGS SUBDIVISION WIDSETH PROJECT NO. 2022-11572						
ENGINEERS ESTIMATE - SURFACING ITEMS				July 28, 2025		
BID NO.	ITEM NO.	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL
1	2021.501	MOBILIZATION	1	L.S.	\$15,000.00	\$15,000.00
2	2211.509	AGGREGATE BASE CLASS V	2105	TON	\$22.00	\$46,310.00
3	2301.504	CONCRETE PAVEMENT 6"	1314	SQ YD	\$72.00	\$94,608.00
4	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C) - 2"	955	TON	\$95.00	\$90,725.00
5	2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B) - 2"	955	TON	\$94.50	\$90,247.50
6	2504.602	ADJUST VALVE BOX	8	EACH	\$425.00	\$3,400.00
7	2506.502	ADJUST FRAME & RING CASTING	6	EACH	\$1,200.00	\$7,200.00
8	2521.618	SIDEWALK	13481	SQ FT	\$8.50	\$114,588.50
9	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	4058	LIN FT	\$32.00	\$129,856.00
10	2531.618	TRUNCATED DOMES	128	SQ FT	\$57.00	\$7,296.00
11	2563.601	TRAFFIC CONTROL	1	L.S.	\$1,500.00	\$1,500.00
12	2563.602	TYPE III BARRICADES	6	EACH	\$500.00	\$3,000.00
13	2564.502	INSTALL SIGN PANEL	2	EACH	\$200.00	\$400.00
14	2564.618	SIGN PANEL	12.5	SQ FT	\$58.00	\$725.00
15	2573.501	EROSION CONTROL SUPERVISOR	1	L.S.	\$2,500.00	\$2,500.00
16	2573.502	STORM DRAIN INLET PROTECTION	18	EACH	\$200.00	\$3,600.00
17	2574.507	COMMON TOPSOIL BORROW (LV)	2520	CU YD	\$22.00	\$55,440.00
18	2574.508	FERTILIZER TYPE 3	700	LB	\$1.10	\$770.00
19	2575.505	SEEDING	2	ACRE	\$1,500.00	\$3,000.00
20	2575.509	MULCH MATERIAL TYPE 1	4	TON	\$250.00	\$1,000.00
		ESTIMATED CONSTRUCTION TOTAL				\$671,166.00

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM PRINCIPAL AMOUNT OF THE NOTE (AS HEREINAFTER DEFINED) SECURED BY THIS MORTGAGE AT ANY ONE TIME OUTSTANDING IS SEVEN HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$704,724.00), OR SO MUCH OF THE NOTE AS MAY BE ADVANCED BY MORTGAGEE, TOGETHER WITH SUCH ADDITIONAL AMOUNTS AS MAY BE ADVANCED BY MORTGAGEE AND FOR WHICH NO MORTGAGE REGISTRATION TAX IS PAYABLE PURSUANT TO MINNESOTA STATUTES §287.05, SUBD. 4.

**MORTGAGE,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT, AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (“Mortgage”) is made this 19th day of August, 2025, by Mineral Springs Estates, LLC,, a Minnesota limited liability company (“Mortgagor”), in favor of the City of Owatonna, Minnesota, a Minnesota municipal corporation (“Mortgagee”).

WITNESSETH, that the said Mortgagor, in consideration of the advances to be made to Mortgagor under that certain Promissory Note of even date herewith, issued by Mortgagor, and payable to Mortgagee, in the original principal amount of up to Seven Hundred Four Thousand Seven Hundred Twenty-Four and 00/100 Dollars (\$704,724.00) together with any extensions, modifications, renewals, or replacements thereof (“Note”), does hereby mortgage, grant, bargain, sell, convey, and assign unto the said Mortgagee, its successors and assigns, forever, the entire right, title, and interest of Mortgagor in and to the following properties (all of the following being hereinafter collectively referred to as the “Premises”):

A. REAL PROPERTY

All the tracts or parcels of real property located in Steele County, as more fully described in **Exhibit “A”** attached hereto and made a part hereof together with all the estates and rights in and to the real property; and in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights-of-way or use, servitudes, licenses, tenements, hereditaments, and appurtenances now or hereafter belonging or pertaining to the real property; and

B. PERSONAL PROPERTY

Together with all buildings, equipment, fixtures, building supplies and materials, and personal property now or hereafter attached to, placed in or necessary to the use of the improvements on the Premises including, but without being limited to, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation, and fire and sprinkler protection, as well as all elevators, escalators, overhead cranes, hoists and assists, and the like, and all furnishings, supplies, draperies, chairs, lounge equipment, kitchen equipment, beds and bedroom furnishings, televisions, stereo equipment, dining room furnishings, recreational equipment, pool equipment, maintenance and repair equipment, floor coverings, screens, storm windows, blinds, awnings, shrubbery and plants (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, and substitutes thereof, together with all interest of Mortgagor in any such items hereafter acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises; and

C. RENTS, LEASES, AND PROFITS

Together with all rents and profits now due or which may hereafter become due and all other rights under or by virtue of any lease, license, sublease or agreement, including, without limitation, any contract for deed or purchase agreement, whether written or verbal, for the use or occupancy of the Premises or any part thereof; and

D. JUDGMENTS AND AWARDS

Together with any and all awards or compensation made by any governmental or other lawful authorities for the taking or damaging by eminent domain of the whole or any part of the Premises, including any awards for a temporary taking, change of grade of streets, or taking of access; and

E. AFTER-ACQUIRED PROPERTY

All right, title and interest of Mortgagor and proceeds therefrom in and to all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenants to the items or types of property described in Sections A through D above, which are hereafter acquired by or released to Mortgagor, or are hereafter constructed, assembled, or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement, or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment, or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause hereof, but at any and all times Mortgagor shall execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

AND THE SAID MORTGAGOR does covenant with Mortgagee, its successors and assigns, that Mortgagor is lawfully seized of the Premises and has good right to sell and convey the same; that Mortgagor, its successors and assigns, shall quietly enjoy and possess the Premises; and that Mortgagor shall warrant and defend the title to the same against all lawful claims not specifically set forth in **Exhibit “B”** attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME, together with the possession and right of possession of the Premises, unto Mortgagee, its successors and assigns, forever.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay to Mortgagee, its successors or assigns, according to the terms of the Note executed concurrently herewith, and all other liabilities and indebtedness of Mortgagor to Mortgagee, due or to become due, direct or indirect, absolute or contingent, arising or evidenced, now existing or hereafter at any time created, arising or incurred, due and payable with interest thereon at the rate stated in the Note executed by Mortgagor and payable to Mortgagee, and shall repay to Mortgagee, its successors or assigns, at the times demanded and with interest thereon at the same rate specified in the Note all sums advanced in protecting the lien of this Mortgage, in payment of taxes on improvements thereon, in payment of insurance premium covering improvements thereon, in payment of principal and interest on prior liens, in payment of expenses and attorneys’ fees herein provided for and all sums advanced for any other purpose authorized herein (the Note and all such sums and all other liabilities and indebtedness secured hereby, together with interest thereon, being collectively referred to as the “Indebtedness Secured Hereby”), and shall keep and perform all of the covenants and agreements herein contained, then this Mortgage shall become null and void and shall be released and satisfied at Mortgagor’s expense.

AND IT IS FURTHER COVENANTED AND AGREED AS FOLLOWS:

ARTICLE 1.
GENERAL COVENANTS, AGREEMENTS, WARRANTIES

Section 1.01 PAYMENT OF INDEBTEDNESS; OBSERVANCE OF COVENANTS. Mortgagor shall duly and punctually pay each and every installment of principal and interest due under the Note and shall pay all other Indebtedness Secured Hereby, as and when the same shall become due, and shall, and hereby agrees to, duly and punctually perform and observe all of the covenants, agreements, and provisions contained herein, in the Note and any other instrument given as security for the payment of the Note.

Section 1.02 MAINTENANCE; REPAIRS. Subject to the terms of Section 4.01 hereunder, Mortgagor agrees to keep and maintain the Premises in good condition, repair, and operating condition, free from any waste or misuse, and to comply with all requirements of law, municipal ordinances, and regulations, restrictions, and covenants affecting the Premises and its use, and to promptly repair or restore any buildings, improvements, or structures now or hereafter on the Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. Mortgagor further agrees that, without the prior consent of Mortgagee, Mortgagor shall not expand any improvements on the Premises, erect any new improvements or make any material alterations in any improvements which shall alter the basic structure, adversely affect the market value or change the existing architectural character of the Premises, and

Mortgagor shall complete, within a reasonable time, any buildings now or at any time in the process of erection on the Premises. Mortgagor agrees not to acquiesce in any rezoning classification, modification or restriction that will have a material adverse affect on the Premises. Mortgagor agrees not to vacate or abandon the Premises.

Section 1.03 PAYMENT OF OPERATING COSTS; PRIOR MORTGAGES AND LIENS. Mortgagor agrees to pay all operating costs and expenses of the Premises. Mortgagor agrees that, except for Permitted Encumbrances and except as provided in Article V of the Loan Agreement, it will: (i) keep the Premises free from mechanics', materialmen's, and other liens not expressly subordinated to the lien of this Mortgage; and (ii) keep the Premises free from levy, execution, or attachment and shall pay when due all indebtedness which may be secured by mortgage, lien, or charge on the Premises superior to or equal to the lien of this Mortgage, except as otherwise provided herein, and, upon request, shall exhibit to Mortgagee satisfactory evidence of such payment and discharge.

Section 1.04 PAYMENT OF IMPOSITIONS. Mortgagor shall pay, when due and before any penalty, all taxes, assessments, water charges, sewer charges, and other fees, taxes, charges, and assessments of every kind and nature whatsoever assessed or charged against or constituting a lien on the Premises or any interest therein ("Impositions"), and shall, upon demand, furnish to Mortgagee proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon a mortgagee the payment of the whole or any part of the Impositions herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or a mortgagee's interest in mortgaged premises, so as to impose such Impositions on Mortgagee or on the interest of Mortgagee in the Premises, then, in any such event, Mortgagor shall bear and pay the full amount of such Impositions, provided that if for any reason, payment by Mortgagor of any such Impositions would be unlawful, or if the payment thereof would constitute usury or render the Indebtedness Secured Hereby wholly or partially usurious, Mortgagee, at its option, may declare the whole sum secured by this Mortgage, with interest thereon, to be immediately due and payable, without prepayment premium, or Mortgagee, at its option, may pay that amount or portion of such Impositions as renders the Indebtedness Secured Hereby unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said Impositions.

Section 1.05 CONTEST OF IMPOSITIONS, LIENS AND LEVIES. Mortgagor shall not be required to pay, discharge, or remove any Impositions, lien, or levy so long as Mortgagor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the levy, lien, or Impositions so contested and the sale of the Premises, or any part thereof, to satisfy the same, provided that Mortgagor shall, prior to the date such levy, lien, or Impositions are due and payable, have given such reasonable security as may be demanded by Mortgagee to ensure such payments and prevent any sale or forfeiture of the Premises by reason of such nonpayment. Any such contest shall be prosecuted with due diligence, and Mortgagor shall promptly, after final determination thereof, pay the amount of any such levy, lien, or Impositions so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding the provisions of this section, Mortgagor shall (and if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to), pay any such levy, lien, or Impositions notwithstanding such contest if, in the reasonable opinion of Mortgagee, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed.

Section 1.06 PROTECTION OF SECURITY. Mortgagor agrees to promptly notify Mortgagee of and appear in and defend any suit, action, or proceeding that affects the value of the Premises, the Indebtedness Secured Hereby or the rights or interest of Mortgagee hereunder. Mortgagee may elect to appear in or defend any such action or proceeding, and Mortgagor agrees to indemnify and reimburse Mortgagee for any and all loss, damage, reasonable expense, or cost arising out of or incurred in connection with any such suit, action, or proceeding, including costs of evidence of title and reasonable attorneys' fees (excluding any in-house fees).

Section 1.07 ADDITIONAL ASSURANCES. Mortgagor agrees, upon reasonable request by Mortgagee, to execute and deliver and in certain circumstances authorize such further instruments, financing statements under the Uniform Commercial Code and assurances and to do such further acts as may be necessary or proper to carry out more effectively the purposes of this Mortgage, and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended so to be. Mortgagor agrees to pay any recording fees, filing fees, stamp taxes or other charges arising out of or incident to the filing or recording of the Mortgage, such further assurances and instruments and the issuance and delivery of the Note.

Section 1.08 PARTIAL RELEASES; RESTRICTIONS ON SALE, CONVEYANCE, ETC; ACCELERATION OF INDEBTEDNESS. With the exception of those encumbrances specifically set forth in **Exhibit "B"**, the Permitted Encumbrances described in the Loan Agreement, or otherwise agreed to by Mortgagee in writing, the transactions described in Section 8.02 of this Mortgage, and Mortgagor's full compliance with the partial release of mortgage provisions as contained in Section 8.02 hereunder, Mortgagor covenants and agrees not to sell, convey, transfer, encumber, or mortgage the Premises, or any part thereof, or any interest therein, or be divested of Mortgagor's title or any interest therein in any manner or way, whether voluntary or involuntary, without the prior written consent of Mortgagee; provided, however, the foregoing restriction shall not restrict Mortgagor from leasing the Premises. In the event Mortgagor does any of the preceding without the prior written consent of Mortgagee, Mortgagee may, at its election, accelerate all Indebtedness Secured Hereby and exercise its remedies herein and under any other instrument securing the indebtedness as may be available to it.

Section 1.09 LOAN AGREEMENT. This Mortgage is the mortgage, assignment of leases and rents, security agreement, and financing statement referred to in, and is also given as security for the due and punctual performance, observance and payment by Mortgagor of the terms and conditions set forth in that certain loan agreement of even date herewith, as may be amended, restated, or replaced from time to time, between Mortgagor and Mortgagee ("Loan Agreement"), the terms and conditions of which are incorporated herein by reference. All capitalized terms used in this Mortgage shall have the same meanings as defined in the Loan Agreement, unless specifically defined otherwise. In the event Mortgagor fails to comply with any of such terms and conditions of the Loan Agreement, after any applicable notice and cure periods, such failure shall be an Event of Default, as hereinafter defined, under this Mortgage, and Mortgagee shall be entitled to all of the remedies available to it upon the occurrence of an Event of Default. In addition, Mortgagee may, but shall not be required to, avail itself of any or all of the rights and remedies available to it under the Loan Agreement, and any sums expended by Mortgagee in availing itself of such rights and remedies shall bear interest thereon at the rate specified in the Note and shall be so much additional Indebtedness Secured Hereby and shall be payable to Mortgagee immediately

upon demand; provided, that no such payment by Mortgagee shall be considered as waiving the Event of Default.

Section 1.10 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. Mortgagor covenants and agrees to comply with the requirements of the Americans with Disabilities Act (“Act”), as the same may be amended from time to time, and Mortgagor shall comply with any requirements established by any federal, state, or local governmental authorities having jurisdiction over such matters. All future maintenance, renovation, repair, and construction conducted on the Premises shall all be completed in accordance with the Act. Failure to comply with the provisions of the Act shall constitute an Event of Default under the terms of this Mortgage and shall entitle Mortgagee to exercise all remedies available to it hereunder and under the Loan Agreement.

ARTICLE 2. INSURANCE

Section 2.01 INSURANCE. Mortgagor shall obtain, or cause to be obtained, and keep in full force and effect during the term of this Mortgage, at Mortgagor’s sole cost and expense, insurance against loss by fire, lightning, flood (if the Premises are in an officially designated flood hazardous area) and risk customarily covered by standard extended coverage endorsement, including the cost of debris removal, together with a vandalism and malicious mischief endorsement, all in the amounts of not less than the full insurable value or full replacement cost of the improvements on the Premises, whichever is greater. Such insurance policies shall be written on forms and with insurance companies reasonably satisfactory to Mortgagee, shall name as the insured parties Mortgagor and Mortgagee as their interests may appear, shall be in amounts sufficient to prevent Mortgagor from becoming a co-insurer of any loss thereunder and shall bear a satisfactory mortgagee clause in favor of Mortgagee, with loss proceeds under any such policies to be made payable to Mortgagee. Mortgagor shall also obtain and keep in full force and effect during the term of this Mortgage comprehensive general public liability insurance covering the legal liability of Mortgagor against claims for bodily injury, death, or property damage occurring on, in or about the Premises, in such minimal amounts and with minimal limits as Mortgagee may reasonably require. All required policies of insurance or acceptable certificates thereof, together with evidence of the payment of current premiums therefore, shall be delivered to Mortgagee, upon Mortgagee’s written request. Also upon Mortgagee’s written request, Mortgagor shall, within thirty (30) days prior to the expiration of any such policy, deliver other original policies or certificates of the insurer evidencing the renewal of such insurance, together with evidence of the payment of current premiums therefore. In the event of a foreclosure of this Mortgage or any acquisition of the Premises by Mortgagee, all such policies and any proceeds payable therefrom, whether payable before or after a foreclosure sale, or during the period of redemption, if any, shall become the absolute property of Mortgagee, to be utilized at its discretion. In the event of foreclosure or the failure to obtain and keep any required insurance, Mortgagor empowers Mortgagee to effect insurance upon the Premises, at Mortgagor’s expense, and for the benefit of Mortgagee, in the amounts and types aforesaid, for a period of time covering the time of redemption from foreclosure sale, and, if necessary therefore, to cancel any or all existing insurance policies. Mortgagor agrees to furnish Mortgagee with copies of all inspection reports and insurance recommendations received by Mortgagor from any insurer. If the terms of any lease of the Premises require the lessee to maintain insurance policies in the types, in the amounts and meeting the requirements of this section, Mortgagee agrees to accept such policies in lieu of

Mortgagor furnishing the same hereunder, provided, if the lessee fails to keep and maintain such policies, Mortgagor shall immediately obtain such policies and, provided, the failure of the lessee to keep and maintain such policies shall not operate to relieve or reduce Mortgagor's obligations hereunder.

ARTICLE 3. UNIFORM COMMERCIAL CODE

Section 3.01 SECURITY AGREEMENT. This Mortgage shall constitute a security agreement, as defined in the Uniform Commercial Code ("Code"), and Mortgagor hereby grants to Mortgagee a security interest within the meaning of the Code in favor of Mortgagee on all personal property, rents, profits, accounts, and general intangibles now due or which may hereinafter become due under or by virtue of any lease, license, sublease, or agreement, whether written or oral, for the use of, occupancy of, together with inventory, fixtures, and equipment (collectively, "Collateral"), owned by Borrower and used on and comprising the Premises.

Section 3.02 FINANCING STATEMENT. This instrument may serve as a financing statement covering all of the Collateral, as defined in Section 3.01 herein, and for this purpose, the following information is set forth:

Name and address of debtor:	Mineral Springs Estates, LLC Attention: Aberon Truneh 3611 85th Street NW Oronoco MN 55960 Email: Atruneh@Prairie Lasalle Partners.com
Name and address of	City of Owatonna Attention: City Administrator 540 West Hills Circle Owatonna, MN 55060
Description of the type (or items) of property covered by this financing statement:	Collateral, as defined in Section 3.01 herein.
Description of real estate to which Collateral is attached or upon which it is located:	Real estate as legally described in Exhibit "A" attached hereto.

Some of the above Collateral are or are to become fixtures upon the above-described real estate, and this security agreement is to serve as a fixture financing statement to be filed for record with the real estate records. Mortgagor shall authorize Mortgagee to file all financing statements, continuation statements, amendments to financing statements, and all terminations of the filings of other secured parties which may be further required and pay all filing fees associated therewith.

Section 3.03 REPRESENTATIONS AND AGREEMENTS. (a) Mortgagor is and shall be the true and lawful owner of the Collateral mentioned in any financing statement, subject to no liens, charges, security interests and encumbrances other than those allowed hereunder, including any consented to by Mortgagee, the lien hereof, and liens previously disclosed to Mortgagee; (b) such Collateral is to be used by Mortgagor solely for business purposes installed upon the Premises for Mortgagor's own use or as the equipment and furnishing leased or furnished by Mortgagor, as landlord, to tenants of the Premises; (c) such Collateral shall be kept at the buildings comprised in the Premises and shall not be removed therefrom without the consent of Mortgagee and may be affixed to such building, but shall not be affixed to any other real estate; (d) unless stated otherwise in this Mortgage, the only persons having any interest in the Collateral are Mortgagor and Mortgagee, and no financing statement covering any such property and any proceeds thereof is on file in any public office except pursuant hereto; (e) the remedies of Mortgagee hereunder are cumulative and separate, and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other rights of Mortgagee, including having such Collateral deemed part of the realty upon any foreclosure thereof; (f) if notice to any party of the intended disposition of the Collateral is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to such intended disposition and may be given by advertisement in a newspaper accepted for legal publications, either separately or as part of a notice given to foreclose the real property, or may be given by private notice if such parties are known to Mortgagee; (g) Mortgagor shall from time to time provide Mortgagee, on request, with itemizations of all such Collateral on the Premises; (h) the filing of a financing statement pursuant to the Code shall never impair the stated intention of this Mortgage that all equipment, personal property, rents, profits, accounts, general intangibles, and fixtures comprising the Collateral are, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be regarded as, part of the Premises mortgaged hereunder, irrespective of whether such item is physically attached to the Premises or any such item is referred to or reflected in a financing statement; (i) Mortgagor shall authorize Mortgagee to file and deliver all financing statements that may from time to time be required by Mortgagee to establish and perfect the priority of Mortgagee's security interest in such Collateral; and, (j) Mortgagor shall not change its state of organization without Mortgagee's prior written consent and shall give advance written notice of any proposed changes in Mortgagor's name, identity, or structure and shall authorize Mortgagee to file and deliver to Mortgagee, prior to or concurrently with such change, all additional financing statements that Mortgagee may require to establish and perfect the priority of Mortgagee's security interest.

Section 3.04 MAINTENANCE OF PROPERTY. Subject to the provisions of this Section, in any instance where Mortgagor, in Mortgagor's sound discretion, determines that any item subject to a security interest under this Mortgage has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for the operation of the Premises, Mortgagor may, at Mortgagor's expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided, that such removal and substitution shall not impair the operating utility and unity of the Premises. All substituted items shall become a part of the Premises and subject to the lien of the Mortgage. Any amounts received or allowed Mortgagor upon the sale or other disposition of the removed items of property shall be applied first against the cost of acquisition and installation of the substituted items. Nothing herein contained shall be construed to prevent any tenant or subtenant from removing from the Premises trade fixtures, furniture and equipment installed by it and removable by tenant under its terms of the lease, on the

condition, however, that the tenant or subtenant shall, at its own cost and expense, repair any and all damages to the Premises resulting from or caused by the removal thereof.

ARTICLE 4. APPLICATION OF INSURANCE AND AWARDS

Section 4.01 **DAMAGE OR DESTRUCTION OF THE PREMISES.** The Mortgagor agrees to notify the Mortgagee immediately in the case of damage exceeding \$25,000 in amount to, or destruction of the Premises or any portion thereof resulting from fire or other casualty. In the event that any such damage does not exceed \$100,000, Net Proceeds of any such insurance shall be paid directly to the Mortgagor, and the Mortgagor will forthwith repair, reconstruct and restore the Premises to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Mortgagor will apply the Net Proceeds of any insurance relating to such damage received by the Mortgagor to the payment or reimbursement of the costs thereof.

Section 4.02 **DISBURSEMENT OF INSURANCE PROCEEDS.** Net proceeds of any insurance relating to damage or destruction to the Premises or any portion thereof as a result of fire or other casualty in an amount estimated to equal or exceed \$100,000 shall be payable to a trustee jointly agreed upon by the Mortgagor, the Mortgagee and the holder of the First Mortgage (or in such other manner as may be agreeable to the Mortgagee, Mortgagor and holder) and shall be subject to such disbursement provisions as shall be jointly agreed by the Mortgagee, the Mortgagor and the holder of the First Mortgage. In the event the Premises or any portion thereof are destroyed by fire or other casualty and the damage or destruction is estimated to equal or exceed \$25,000, then the Mortgagor shall within ninety (90) days after such damage or destruction, commence to repair, reconstruct and restore the damaged Premises to substantially the same or improved condition or utility value as they existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Mortgagor will apply the Net Proceeds of any insurance relating to such damage or destruction received by the Mortgagor from the Mortgagee to the payment or reimbursement of the costs thereof.

Section 4.03 **CONDEMNATION.** Mortgagor shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or condemnation, Mortgagee being hereby authorized to intervene in any such action in the name of Mortgagor and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The proceeds, which are hereby considered to be related to the Premises and not personal to Mortgagor, or any part thereof, shall be applied upon or in reduction of the Indebtedness Secured Hereby then most remotely to be paid, whether due or not, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of Mortgagee, and any excess proceeds shall be paid to Mortgagor.

ARTICLE 5. LEASES AND RENTS

Section 5.01 MORTGAGOR TO COMPLY WITH LEASES. Mortgagor shall, at Mortgagor's own cost and expense, perform, comply with, and discharge all of the obligations of Mortgagor under any leases or agreements for the use of the Premises and use Mortgagor's best efforts to enforce or secure the performance of each obligation and undertaking of the respective tenants under any such leases and shall appear in and defend, at Mortgagor's own cost and expense, any action or proceeding arising out of or in any manner connected with Mortgagor's interest in any leases of the Premises. Mortgagor shall permit no assignment of any of said leases, unless the right to assign is expressly reserved under the lease, nor anticipate any installment of rent for more than one month in advance of its due date nor execute any mortgage or create or permit a lien which may be or become superior to any such leases.

Section 5.02 MORTGAGEE'S RIGHT TO PERFORM UNDER LEASES. Should Mortgagor fail to perform, comply with, or discharge any obligations of Mortgagor under any lease or should Mortgagee become aware of or be notified by any tenant under any lease of a failure on the part of Mortgagor to so perform, comply with, or discharge Mortgagor's obligations under said lease, Mortgagee may, but shall not be obligated to, and without further demand upon Mortgagor, and without waiving or releasing Mortgagor from any obligation in this Mortgage contained, remedy such failure, and Mortgagor agrees to repay, upon demand, all sums incurred by Mortgagee in remedying any such failure, together with interest at the same rate as the Note. All such sums, together with interest as aforesaid, shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve Mortgagor from any default hereunder.

Section 5.03 ASSIGNMENT OF LEASES AND RENTS. Mortgagor does hereby sell, assign and transfer unto Mortgagee all of the leases, rents and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of the Premises, it being the intention of this Mortgage to immediately establish a perfected, absolute, and present transfer and assignment of all such leases and agreements and all such rents and profits from the Premises unto Mortgagee, and Mortgagor does hereby appoint irrevocably Mortgagee as Mortgagor's true and lawful power of attorney in Mortgagor's name and stead, which appointment is coupled with an interest, to collect all of said rents and profits; provided, Mortgagor shall have the right to collect and retain such rents and profits, unless and until an Event of Default exists under this Mortgage, and after it has been cured. Upon the occurrence of an Event of Default, after any applicable notice and cure period, and while it is continuing, and whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder or during any period of redemption, Mortgagee, and without regard to waste, adequacy of the security or solvency of Mortgagor, may revoke the privilege granted Mortgagor hereunder to collect the rents and profits, and may, at its option, without notice, either (a) in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require Mortgagor to give, notice to any or all tenants under any lease authorizing and directing the tenant to pay such rents and profits to Mortgagee; collect all such rents and profits; enforce the payment thereof and exercise all of the rights of Mortgagor under the leases and all of the rights of Mortgagee hereunder; may enter upon, take possession of, manage and operate said Premises, or any part thereof; may cancel, enforce or modify the leases, and fix or modify rents, and do any acts which Mortgagee deems proper to protect the security hereof, with or without taking possession of said

Premises; or (b) apply for the appointment of a receiver in accordance with the statutes and laws made and provided for, which receivership Mortgagor hereby consents to, who shall collect the rents and profits described above, and all other income of any kind with respect to the use and occupancy of the Property, manage the Premises so as to prevent waste, execute leases within or beyond the period (of receivership) and perform the terms of this Mortgage and apply the rents and profits to preserve the value of the Premises in such order as determined by the receiver. Any rents and profits described in this Mortgage remaining after application by the receiver to preserve the value of the Premises shall be applied to the Indebtedness Secured Hereby. If the Premises shall be foreclosed and sold pursuant to a foreclosure sale, then:

- (a) If Mortgagee is the purchaser at the foreclosure sale, the rents shall be paid to Mortgagee, to be applied to the extent of any deficiency remaining after the sale, the balance to be retained by Mortgagee, and, if the Premises be redeemed by Mortgagor or any other party entitled to redeem, to be applied as a credit against the redemption price, with any remaining excess rents to be paid to Mortgagor;
- (b) If Mortgagee is not the purchaser at the foreclosure sale, the rents shall be paid to Mortgagee, to be applied first to the extent of any deficiency remaining after the sale, the balance to be retained by the purchaser, and, if the Premises be redeemed by Mortgagor or any other party entitled to redeem, to be applied as a credit against the redemption price, with any remaining excess rents to be paid to Mortgagor, provided, if the Premises not be redeemed, any remaining excess rents shall be paid first to the purchaser at the foreclosure sale in an amount equal to the interest accrued upon the sale price pursuant to Minn. Stat. §580.23 or §581.10, then to Mortgagee to the extent of any deficiency remaining unpaid and the remainder to Mortgagor.

The entering upon and taking possession of the Premises, the collection of such rents and profits and the application thereof as aforesaid shall not cure or waive any Event of Default under this Mortgage nor in any way operate to prevent Mortgagee from pursuing any other remedy which it may now or hereafter have under the terms of this Mortgage, nor shall it in any way be deemed to constitute Mortgagee as mortgagee-in-possession. The rights and powers of Mortgagee hereunder shall remain in full force and effect, both prior to and after any foreclosure of this Mortgage and any sale pursuant thereto, and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including Mortgagee, shall have the right, at any time and without limitation, as provided in Minn. Stat. §582.03, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises, and the sum so advanced, with interest at the rate provided for in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale. The rights hereunder shall in no way be dependent upon and shall apply without regard to whether the Premises are in danger of being lost, materially injured or whether the Premises are adequate to discharge the Indebtedness Secured Hereby. The rights contained herein are in addition to and shall be cumulative with the rights given in any separate instrument, if any, assigning any leases, rents and profits of the Premises and shall not amend or modify the rights in any such separate agreement.

ARTICLE 6. RIGHTS OF MORTGAGEE

Section 6.01 RIGHT TO CURE DEFAULT. If Mortgagor shall fail to comply with any of the covenants or obligations of this Mortgage within any cure period allowed, Mortgagee, may, but shall not be obligated to, without further demand upon Mortgagor, and without waiving or releasing Mortgagor from any obligation in this Mortgage contained, remedy such failure, and Mortgagor agrees to repay, upon demand, all sums reasonably incurred by Mortgagee in remedying any such failure, together with interest at the rate as specified in the Note. All such sums, together with interest as aforesaid, shall become so much additional Indebtedness Secured Hereby, but no such advance shall be deemed to relieve Mortgagor from any failure hereunder.

Section 6.02 NO CLAIM AGAINST MORTGAGEE. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Premises, or any part thereof, nor as giving Mortgagor or any party in interest with Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

Section 6.03 INSPECTION. Mortgagor shall permit Mortgagee's authorized representatives to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same; provided, Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making any such inspections. Mortgagor acknowledges and agrees that this right of inspection allows Mortgagee, or Mortgagee's agents, to enter the Premises at reasonable times for whatever reason as determined by Mortgagee, in its sole discretion.

Section 6.04 BOOKS AND RECORDS. Mortgagor shall deliver such financial information respecting the financial condition of Mortgagor as required under the Loan Agreement.

Section 6.05 WAIVERS; RELEASES; RESORT TO OTHER SECURITY, ETC. Without affecting the liability of any party liable for payment of any Indebtedness Secured Hereby or performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time, and without notice to or the consent of Mortgagor or any party with an interest in the Premises or the Note, (a) release any person liable for payment of all or any part of the Indebtedness Secured Hereby or for performance of any obligation herein, (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Secured Hereby or modifying or waiving any obligation, or subordinating, modifying, or otherwise dealing with the lien or charge hereof, (c) accept any additional security, (d) release or otherwise deal with any property, real or personal, including any or all of the Premises, including making partial releases of the Premises, or (e) resort to any security agreements, pledges, contracts of guarantee, assignments of rents and leases, or other securities, and exhaust any one or more of said securities

and the security hereunder, either concurrently or independently and in such order as it may determine.

Section 6.06 RIGHTS CUMULATIVE. Each right, power, or remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising available to Mortgagee, at law or in equity, or under the Code or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power, or remedy arising hereunder or arising otherwise shall impair any such right, power, or remedy or the right of Mortgagee to resort thereto at a later date or be construed to be a waiver of any Event of Default under this Mortgage or the Note.

Section 6.07 SUBSEQUENT AGREEMENTS. To the maximum extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

Section 6.08 WAIVER OF APPRAISEMENT, HOMESTEAD, MARSHALING. Mortgagor hereby waives, to the full extent lawfully allowed, the benefit of any homestead, appraisement, evaluation, stay, and extension laws now or hereinafter in force. Mortgagor hereby waives any rights available with respect to marshaling of assets so as to require the separate sale of any portion of the Premises, or as to require Mortgagee to exhaust its remedies against a specific portion of the Premises before proceeding against the other and does hereby expressly consent to and authorize the sale of the Premises, or any part thereof, as a single unit or parcel.

ARTICLE 7. EVENTS OF DEFAULT AND REMEDIES

Section 7.01 EVENTS OF DEFAULT. It shall be an event of default under this Mortgage if an Event of Default, after any applicable notice and cure period, occurs under the Loan Agreement.

Section 7.02 MORTGAGEE'S RIGHT TO FORECLOSE. If an Event of Default shall occur under this Mortgage, Mortgagee may immediately, and without notice to Mortgagor, declare the entire unpaid principal balance of the Note, together with all other Indebtedness Secured Hereby or any other indebtedness owed by Mortgagor to Mortgagee, to be immediately due and payable, and, thereupon, all such unpaid principal balance of the Note, together with all accrued interest thereon, all other Indebtedness Secured Hereby and all other indebtedness owed by Mortgagor, shall be and become immediately due and payable, and Mortgagor hereby authorizes and fully empowers Mortgagee to foreclose this Mortgage by judicial proceedings or by advertisement, with full authority to sell the Premises and convey the same to the purchaser in fee simple, all in accordance with and in the manner prescribed by law, and out of the proceeds arising from sale and foreclosure, to retain the principal and interest due on the Note and the Indebtedness Secured Hereby, together with all such sums of money as Mortgagee shall have expended or advanced pursuant to this Mortgage or pursuant to statute, together with interest thereon as herein provided, and all costs and expenses of such foreclosure, including lawful attorneys' fees

(excluding any in-house fees), with the balance, if any, to be paid to the persons entitled thereto by law.

Section 7.03 RECEIVER. Mortgagee shall be entitled as a matter of right, without notice and without giving bond and without regard to the solvency or insolvency of Mortgagor, the waste of the Premises or adequacy of the security of the Premises, to apply for the appointment of a receiver in accordance with the statutes and law made and provided for, who shall collect the rents and all other income of any kind; manage the Premises so as to preserve the value of the Premises; execute leases within or beyond the period of receivership; pay all expenses for normal maintenance of the Premises; and perform the terms of this Mortgage and apply the rents, issues, and profits and apply the rents and profits to preserve the value of the Premises in such order as determined by the receiver. Any rents and profits remaining after application by the receiver to preserve the value of the Premises shall be applied to the Indebtedness Secured Hereby. Mortgagor does hereby irrevocably consent to such appointment. Section 5.03 shall control over this Section 7.03 with respect to the matters address therein.

Section 7.04 RIGHTS UNDER UNIFORM COMMERCIAL CODE. In addition to the rights available to a mortgagee of real property, Mortgagee shall also have all the rights, remedies and recourse available to a secured party under the Code, including the right to proceed under the provisions of the Code governing default as to any personal property which may be included in the Premises or which may be deemed non-realty in a foreclosure of this Mortgage, or to proceed as to such personal property in accordance with the procedures and remedies available pursuant to a foreclosure of real estate.

Section 7.05 RIGHT TO DISCONTINUE PROCEEDING. In the event Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under this Mortgage and shall thereafter elect to discontinue or abandon the same for any reason, Mortgagee shall have the unqualified right to do so, and, in such event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness Secured Hereby. This Mortgage, the Premises, and all rights, remedies, and recourse of Mortgagee shall continue as if the same had not been invoked.

Section 7.06 ACKNOWLEDGMENT OF WAIVER OF HEARING BEFORE SALE. Mortgagor understands and agrees that if any Event of Default is made under the terms of this Mortgage, Mortgagee has the right, inter alia, to foreclose this Mortgage by advertisement, pursuant to Minnesota Statutes, Chapter 580, as hereafter amended, or pursuant to any similar or replacement statute hereafter enacted; that if Mortgagee elects to foreclose by advertisement, it may cause the Premises, or any part thereof, to be sold at the public auction; that notice of such sale must be published for six (6) successive weeks at least once a week in a newspaper of general circulation and that no personal notice is required to be served upon Mortgagor. Mortgagor further understands that in the Event of Default, Mortgagee may also elect its rights under the Code and take possession of the Collateral (as defined in this Mortgage) and dispose of the same, by sale or otherwise, in one or more parcels, provided that at least ten (10) days prior notice of such disposition must be given, all as provided for by the Code, as hereafter amended, or by any similar or replacement statute enacted. Mortgagor further understands that under the Constitution of the United States and the Constitution of the State of Minnesota, Mortgagor may have the right to notice and hearing before the Premises may be sold and that the procedure for foreclosure by advertisement described above does not insure that notice shall be given to Mortgagor, and neither

said procedure for foreclosure by advertisement nor the Code requires any hearing or other judicial proceeding. Mortgagor hereby relinquishes, waives and gives up any constitutional rights Mortgagor may have to notice and hearing before sale of the Premises and expressly consents and agrees that the Premises may be foreclosed by advertisement and that the personal property may be disposed of pursuant to the Code, all as described above.

ARTICLE 8. MISCELLANEOUS

Section 8.01 **COMPLETE RELEASE OF MORTGAGE.** When all Indebtedness Secured Hereby has been paid, this Mortgage and all assignments herein contained shall be void, and this Mortgage shall be released by Mortgagee at the cost and expense of Mortgagor.

Section 8.02 **PARTIAL RELEASE OF MORTGAGE.** Notwithstanding anything contained herein to the contrary, Mortgagor or its affiliate may enter into purchase agreements for the conveyance of individual platted portions of the Premises at any time that no uncured Event of Default exists hereunder, under the Loan Agreement or under any other obligation of Mortgagor to Mortgagee arising out of the Note or other Loan Documents. The terms and conditions for a partial release of the mortgage lien of the Mortgage for each individual platted portion of the Property are set forth in the Loan Agreement.

Section 8.03 **GOVERNING LAW.** The validity of this Mortgage, its construction, interpretation, and enforcement and the rights of the parties hereto shall be determined under, governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to principles of conflicts of law. Mortgagor agrees that all actions or proceedings arising in connection with the Note, the Loan Agreement, this Mortgage, and any other document contemplated to be executed in conjunction herewith or therefore shall be tried and litigated only in the state courts located in the State of Minnesota, or, at the sole option of Mortgagee, in any other court in which Mortgagee shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy.

Section 8.04 **WAIVER OF JURY TRIAL.** Mortgagor hereby knowingly, voluntarily, and intentionally waives the right it may have to a trial by jury in respect to any litigation based on, or arising out of, under or in conjunction with the Note, the Loan Agreement, this Mortgage, and any other document contemplated to be executed in conjunction herewith or therefore or any course of conduct, course of dealing, statements (whether verbal or written), or actions of Mortgagor. This provision is a material inducement for Mortgagee making the loan evidenced by the Indebtedness Secured Hereby.

Section 8.05 **SUCCESSORS AND ASSIGNS.** This Mortgage and each and every covenant, agreement, and other provision hereof shall be binding upon Mortgagor and Mortgagor's successors or assigns including, without limitation, any record owner of the Premises or any other person having an interest therein, and shall inure to the benefit of Mortgagee, its successors and assigns. As used herein, the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators, and executors of any natural person who is a party to this Mortgage.

Section 8.06 UNENFORCEABILITY OF CERTAIN CLAUSES. The unenforceability or invalidity of any provision hereof shall not render any other provision herein contained unenforceable or invalid.

Section 8.07 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Mortgage are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.

Section 8.08 NOTICES. Any notice required or contemplated hereunder shall be in writing and deemed effective the second business day after placing thereof in the United States mail, certified mail with return receipt requested, postage prepaid, and addressed as follows:

To Mortgagor:	Mineral Springs Estates, LLC Attention: Aberon Trunch 3611 85th Street NW Oronoco MN 55960 Email: Atrunch@Prairie Lasalle Partners.com
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To Mortgagee:	City of Owatonna Attention: City Administrator 540 West Hills Circle Owatonna, MN 55060
---------------	--

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other party.

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges and consents to all of the foregoing terms and conditions of this Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated August 19, 2025, by and between Mineral Springs Estates, LLC,, a Minnesota limited liability company, and the City of Owatonna, Minnesota, a Minnesota municipal corporation.

[insert Interested Party/Mortgagee],
a _____.

By: _____
Name:
Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of August, 2025, by _____, the _____ of _____, a Minnesota _____, on behalf of the _____.

Name: _____
Notary Public

EXHIBIT “A”

LEGAL DESCRIPTION

The following described real property located in the County of Steele, and State of Minnesota:

Lots 1 – 17, Block 1;

Lots 1 & 2, Block 2;

Lots 1 & 2, Block 3;

Lots 1 – 9, Block 4;

Lots 1 – 4, Block 5;

Lots 1 & 2, Block 6; and

Outlots A – M

all in MINERAL SPRINGS ESTATES, Steele County, Minnesota.

This is Exhibit “A” to that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement dated August 19, 2025.

EXHIBIT “B”

PERMITTED ENCUMBRANCES

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the Premises, or use or enjoyment of the Premises, or regulating the character, dimensions or location of any improvement now or hereafter erected on the Premises, or prohibiting a separation in ownership or a reduction in the dimensions or area of the Premises, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) resulting in no loss or damage to the Mortgagor; and (b) attaching or created pursuant to Article V of the Loan Agreement.
4. Any First Mortgage approved or permitted under Section 5.2 of the Loan Agreement and any liens and encumbrances permitted under the terms of said First Mortgage.

This is Exhibit “B” to that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement dated August 19, 2025.



CITY OF
OWATONNA

Miscellaneous



DATE: August 19, 2025
TO: Mayor and City Council
FROM: Ryan Brown, IT Director
SUBJECT: Proposal - Vevle Hall Networking - Phone Station Inc

Purpose:

Approve the proposal estimate with Phone Station Inc for the materials and work needed to run networking wiring for future office spaces in Vevle Hall.

Background:

Vevle Hall will be used for Park & Rec and IT staff office space. After reviewing the building layout and existing cabling, it was determined that it would need to be replaced. The current cabling is old and does not meet current standards. Also, the existing cabling was segmented and would have required several networking cabinets, switches, UPS, and other equipment that would have required additional expenses and complexity, which are unneeded for a building this size. We received quotes from two different vendors and this one was the lower of the two quotes.

Budget Impact:

The Building Maintenance Fund has projects from prior budget years that are complete and came in under budget. Those funds have been reallocated to the Vevle Hall renovation project.

Staff Recommendation:

Staff recommends approval of the estimated cost proposal provided by Phone Station INC.

Attachments:

1. Velve Hall LV Proposal

Proposal

FARIBAULT:
24 NE 2ND ST.
FARIBAULT, MN 55021
PHONE: 507-334-3735
OR 1-800-944-0105
FAX: 507-334-8249



SALES SERVICE INSTALLATION
BUSINESS & RESIDENTIAL
Licensed & Bonded License #CC00312

OWATONNA OFFICE
OWATONNA, MN 55060
507-573-5446

ROCHESTER OFFICE:
ROCHESTER, MN 55904
PHONE: 507-281-2122

PROPOSAL SUBMITTED TO: City of Owatonna	PHONE (507) 774-7097	DATE 08/12/2025
STREET 540 West Hills Dr.	CONTACT NAME Ryan Brown Cell (507) 774-7014	
CITY, STATE AND ZIP CODE Owatonna, MN 555060	Fax Number ryan.brown@owatonna.gov	

We hereby submit specifications and estimate for: **Velve Hall LV Wiring Estimate**

Lower Level IDF

Install one StarTech 4-Post 12U Wall Mount Network Cabinet.
Move the existing wall mounted fiber to one rack mounted fiber enclosure.

1st Floor

Wire and jack 4 offices with two Lanmark 1000 Cat6 cables.
Wire and jack 1 office with 2 locations with two Lanmark 1000 Cat6 cables.
Wire and jack 1 location for TV by fireplace with two Lanmark 1000 Cat6 cables.
Wire and jack 1 Conference Room with two Lanmark 1000 Cat6 cables.
Wire and jack 1 Work Room with 3 locations with two locations with four Lanmark 1000 Cat6 cables.
Wire and jack 1 access point location with two Lanmark Cat6A cable.
Pull all the wiring back to the lower-level IDF.
Terminate the wiring with Cat6 jacks on two 1U empty 24 port patch panel.

2nd Floor

Wire and jack 2 offices with 2 locations with two Lanmark 1000 Cat6 cables.
Wire and jack 9 offices with two Lanmark 1000 Cat6 cables.
Wire and jack 2 access point location with two Lanmark Cat6A cable.
Pull all the wiring back to the lower-level IDF.
Install one StarTech 4-Post 12U Wall Mount Network Cabinet.
Terminate the wiring with Cat6 jacks on two 1U empty 24 port patch panel.

Test and certify all locations.

Demo any old phone/data wiring not being used.

Note: This work in Velve Hall will be done on a time and material basis.

STANDARD WARRANTY HOURS: MONDAY THRU FRIDAY 8 AM TO 4:30 PM

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Est-Twenty-three thousand nine hundred twenty-five dollars 00/100's Includes tax Dollars Est-23,925.00).

Payment to be made as follows:

1/2 down / balance due upon completion.

ALL EQUIPMENT AND MATERIAL IS PROPERTY OF THE PHONE STATION UNTIL PAID FOR

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Unless specified, warranty of labor or material not covered by acts of God (lightning, water, wind, ect).
Our workers are fully covered by Workman's Compensation Insurance.

Authorized

Signature

Mike Friesen

Emailed 08/12/2025.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Printed Name _____

FARIBAULT:
FARIBAULT, MN 55021
PHONE: 507-334-3735
OR 1-800-944-0105
FAX: 507-334-8249



OWATONNA OFFICE:
OWATONNA, MN 55060
507-573-5446

ROCHESTER OFFICE:
ROCHESTER, MN 55901
PHONE: 507-281-2122

TERMS & CONDITIONS

All standard labor prices assume installation in a typical office environment and are subject to site survey & inspection. All contracts are subject to the approval of an officer of Phone Station, Inc.

WARRANTY – Phone Station Inc. hereby guarantees the equipment as listed in the Equipment Description against defective material or workmanship for the period stated in the Equipment Description from the date of said property is delivered. This guarantee will be void and will not apply to any equipment repaired by personnel other than an authorized representative of Phone Station, Inc., or which has been tampered with or damaged by the customer or its representatives in any manner.

MAINTENANCE - Maintenance will be available on a twenty-four (24) hour per day basis and can be obtained by calling the Phone Station, Inc. office. A Phone Station service representative will respond to a maintenance request within one (1) business day for the normal repair service and within three (3) hours in the event of a complete system failure. After the warranty period, maintenance will be made available on a time and material basis, or the customer may elect to take advantage of an extended warranty contract.

SPECIAL CONDITIONS - The customer acknowledges that title to the subject property and the right of possession thereto shall be and remains that of Phone Station, Inc. until the full purchase price is paid. A one and one-half (1½ %) per month finance charge will be applied to any and all past due amounts. The customer shall not sell, transfer, hypothecate, mortgage, or dispose of the above-described equipment without written consent of Phone Station, Inc. until the full purchase price is paid. In the event this agreement is rescinded by the customer at any time prior to commencement of installation and/or delivery of equipment, the customer will pay Phone Station, Inc. a service and engineering fee equal to ten (10%) of the total purchase price. In the event the customer fails to make payments as specified or cancels this agreement after commencement of installations and/or delivery of equipment, or permits equipment to be removed, altered or tampered with, Phone Station, Inc. will be entitled to additional liquidated damages in the amount Phone Station, Inc. specifies as necessary for the actual loss sustained. In the event that any obligation arising under this contract is turned over to any attorney for collections, the customer shall be liable for costs incurred in collections, plus reasonable attorney fees in addition to all other amounts owed under this contract. In no way will Phone Station, Inc. be held responsible for indirect, special, or consequential damage resulting from the use of the above-described property or implementation of this agreement. Phone Station, Inc. agrees to make its best effort to meet estimated delivery and installation dates but assumes no liability for failure to do so. Facilities and supplemental equipment such as conduits, back boxes, high voltage wiring and outlets, are not a part of this agreement. All provisions of this contract shall be considered as separate terms and conditions. In the event any one provision is deemed illegal, invalid, or unenforceable, all of the other provisions shall remain lawful and enforceable as if the illegal, invalid, or unenforceable provision were not a part hereof. This agreement constitutes the entire contract between the parties and Phone Station, Inc. makes no representations or warranties unless set forth in writing by Phone Station, Inc. and is attached to this agreement.

_____ Initials