



CITY COUNCIL MEETING
Tuesday, September 2, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Dotson, Burbank, Boeke,
McCann, Svenby, Voss, and Raney

STUDY SESSION in Council Chambers, City Hall at 540 West Hills Circle

5:30 p.m. - Roger Warehime, OPU General Manager, will present proposed updates on Broadway Street Natural Gas Service.

6:00 p.m. - Troy Klecker, Community Development Director, discussion on proposed Housing Development Incentive and a retail incubator at the Rose Street Center.

If time permits, there will be updates on the Preliminary 2026 Budget and on various boards and commissions.

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

1.1. Council Agenda

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

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

1.2.2. Owatonna Residential Housing Development Incentive Program

1.3. Public Hearing - 5-Year Street Reconstruction and Overlay Plan with Intent to Issue Bonds

1.3.1. Resolution 51-25 5-Year Street Reconstruction Plan and Authorize Issuance of General Obligation Bonds

1.4. Mayor Jessop

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – August 19, 2025

2.2. Board/Commission Meeting Minutes

2.2.1. HRA Minutes - August 25, 2025

2.2.2. Planning Commission Minutes - August 26, 2025

2.3. Department Reports

2.3.1. Weed/Nuisance Inspection Report - August 27, 2025

2.4. Licenses/Permits

2.4.1. Exempt Permit - Raffle - Owatonna Exchange Club - December 11, 2025

2.4.2. Exempt Permit - Steele County Humane Society - Raffle - September 20, 2025

2.4.3. Exempt Permit - Owatonna Robotics Booster Club - Bingo - November 7, 2025

2.5. Miscellaneous

3. ACTION ITEMS

3.1. Finance Report

3.2. Ordinances

3.2.1. First Reading Proposed Ordinance 25-10 Salary Adjustment - Elected Officials

3.2.2. First Reading Proposed Ordinance 25-11 Update Code Section 113 Alcoholic Beverages - Hours for Sunday On-Sales

3.3. Resolutions

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

3.3.2. Resolution 46-25 Land Development Agreement - Mineral Springs Estates Addition - Mineral Springs Estates, LLC

3.3.3. Resolution 47-25 Loan Agreement and Mortgage - Mineral Springs Estates Addition - Mineral Springs Estates, LLC

3.3.4. Resolution 48-25: CUP-22 Accessory Warehouse - 3510 Park Drive NW

3.3.5. Resolution 49-25 Culligan Addition Preliminary & Final Plat

3.3.6. Resolution 50-25 Transfer Duties of the Local Board of Appeal and Equalization to Steele County

3.4. Miscellaneous

4. STAFF REPORTS - Ed Hoffman, Fire Chief

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
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: September 2, 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 an amount equivalent to the cost of 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 for a loan in the amount equivalent to the costs of hard surfacing 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



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Owatonna Residential Housing Development Incentive Program

Purpose:

Request Council approval of the Owatonna Residential Housing Development Incentive Program.

Background:

The proposed Residential Housing Development Incentive Program is designed to assist a developer with some of the initial infrastructure costs of developing lots, so new single homes can be constructed. Creating new housing is a priority of the City's strategic plan. The incentive is to be in the form of a loan program that will be paid back after 5 years. The City's development attorney and financial advisor were involved in developing the program. The loan would be up to \$20,000 per lot and would be paid back as lots are sold. The interest rate would be 2% over the City's bond rate. The loan would be issued to the developer after receipts of all improvements for the project have been submitted. Liens would also be placed on the lots to protect the City's interest on repayment of the loan. The staff are looking to offering this program through 2026.

Budget Impact:

Loan amounts for each project will depend on the size of the project. There will be one loan agreement this year and potentially one or two next year. The staff are recommending that funds be borrowed from reserve funds. All borrowed funds will be repaid within 5 years.

Staff Recommendation:

Staff would recommend approval of the Residential Housing Development Incentive Program.

Attachments:

1. Residential Housing Incentive Program

Owatonna Residential Housing Development Incentive Program

This program is designed to assist with the initial infrastructure costs of developing residential lots to encourage more residential development in Owatonna. The criteria for the incentive program include:

- 1) This incentive will be in the form of a loan, in which a loan agreement will be entered into at the time of Development Agreement approval.
- 2) The loan amount will be an amount equivalent to the costs to hard surface streets and to install curb, gutter, driveway aprons, sidewalks, boulevard trees and turf establishment plus 5% contingency not to exceed \$20,000 per lot.
- 3) The interest rate will be 2% over the City's bond rate.
- 4) Payment of the loan will be issued once receipt of payment of the items in 2) are received.
- 5) A lien will be placed on each lot for a proportionate amount of the loan.
- 6) Repayment of the lien amount of each lot will occur at the sale of that lot by an external buyer.
- 7) Full payment of the loan will be made 5 years after the City declares substantial completion of the improvements.
- 8) This program will run through December 31, 2026. Loan agreement must be approved by this date.

Approved by City Council:

Date: _____

By: _____
Matt Jessop, Mayor

Attest: _____
Jenna Tuma, City Administrator

**NOTICE OF PUBLIC HEARING REGARDING A STREET RECONSTRUCTION PLAN AND
THE ISSUANCE OF BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Owatonna, Minnesota (the "City"), will hold a public hearing on Tuesday, September 2, 2025, at or after 7:00 p.m. in Chambers of the Charles S. Crandall Center located at 540 West Hills Circle in the City, relating to a proposal concerning (1) the adoption of a five-year street reconstruction and overlay plan for years 2025 through 2029 (the "Plan"); and (2) the issuance of general obligation bonds (the "Bonds") under the Plan to finance the reconstruction and overlay of certain streets in the City, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended. The Bonds will be issued in a principal amount not to exceed \$1,800,000, plus any premium received, and may be issued in one or more series. A draft copy of the Plan is on file with the City Administrator/City Clerk and is available for public inspection at City Hall during regular business hours.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5 percent of the votes cast in the last City general election, is filed with the City Administrator/City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator/City Clerk, at or prior to said public hearing.

Dated: August 6, 2025

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

/s/ Kris M. Busse

Kris. M. Busse, City Administrator/City Clerk
City of Owatonna, Minnesota



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Emily Burns, Finance Director
SUBJECT: Resolution 51-25 5-Year Street Reconstruction Plan and Authorize Issuance of General Obligation Bonds

Purpose:

Requesting Council approval of Resolution 51-25 approving a street reconstruction plan and to declare the City's intention to issue general obligation bonds to finance the cost of street reconstruction activities described in the Street Reconstruction Plan.

Background:

Annually, the City prepares a five-year capital improvement plan. Included as part of this plan are streets which the City intends to reconstruct. There are various financing options available to the City. The City is adopting a five-year street reconstruction plan with the plan to issue street reconstruction bonds under Minnesota Statutes Section 475.58, subdivision 3b.

The maximum planned has been set at \$1,800,000. Favorable bids were received on this year's projects subsequent to calling this public hearing. The amount of the debt issue includes project costs not paid by utility funds (i.e. water, sewer) plus contingency funds, engineering costs, and financing costs.

Budget Impact:

There will be a debt service levy related to the bonds that will be issued to finance the projects included in the street reconstruction plan. This levy will be in place over the 10-year life of the bonds.

Staff Recommendation:

Staff recommends approval of Resolution 51-25 to approve this street reconstruction plan and with plan to issue street reconstruction bonds.

Attachments:

1. Resolution 51-25 5-Year Street Reconstruction Plan & Issue GO Bonds
2. 2025-2029 Street Reconstruction and Overlay Plan

CITY OF OWATONNA, MINNESOTA

RESOLUTION NO. 51-25

RESOLUTION ADOPTING A STREET RECONSTRUCTION PLAN
AND AUTHORIZING THE ISSUANCE OF GENERAL
OBLIGATION BONDS THEREUNDER

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to 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, and to issue general obligation bonds to finance the cost of street reconstruction and overlay activities described in the plan.

1.02. Before the issuance of any bonds under the Act, the City is required to hold a public hearing regarding the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City, in consultation with the City engineer, has caused preparation of a five-year street reconstruction plan which describes certain street reconstruction and overlay activities in the City for years 2025 through 2029 (the "Plan"). The reconstruction and overlay activities described in the Plan for calendar year 2025 include the reconstruction of Linn Drive SW from 18th Street SW to Oakdale Drive SW, Oakdale Street, Ridge View Place NW, Ridge Road NE from Parkview Place NE to Leona Place NE, Ridgewood Place NE, 10th Avenue NE, 11th Avenue NE from Park Ridge NE to Cherry Street, Cotter Place, Mary Place, Prairie Lane from Ridge Road NE to Jerake Place NE, Hidden Place, Jerake Place NE, Leona Place and 13th Street NE from St. Paul Road to 7th Avenue NE (collectively, the "Street Reconstruction").

1.04. The City has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation bonds pursuant to the Act in a principal amount not to exceed \$1,800,000, plus any premium received (the "Bonds"). The purpose of the Bonds is to finance all or a portion of the costs of the Street Reconstruction described in the Plan.

1.05. On the date hereof, the City Council held a public hearing on the Plan and the issuance of the Bonds, after publication in the City's official newspaper of a notice of public hearing at least ten (10) days but no more than twenty-eight (28) days before the date of the hearing.

Section 2. Actions Ratified; Plan Approved.

2.01. The City Council hereby ratifies all actions of the City staff and consultants in preparing the Plan and arranging for approval of this resolution in accordance with the Act.

2.02. The City Council finds that the Plan will improve the City's street system, which serve the interests of the City as a whole.

2.03. The Plan is approved in the form on file with City Hall.

Section 3. Bonds Authorized.

3.01. The City is authorized to issue the Bonds in a maximum principal amount of \$1,800,000, plus any premium received, in order to finance the Street Reconstruction described in the Plan. The Bonds may be issued in one or more series. City staff, its municipal advisor, and its legal counsel are authorized to take all actions needed to call for the sale of the Bonds, subject to the contingency described in Section 3.02 hereof.

3.02. If a petition requesting a vote on the issuance of the Bonds signed by voters equal to five percent (5%) of the votes cast in the last municipal general election is filed with the City Administrator/City Clerk within thirty (30) days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of the issuance of the Bonds.

Section 4. Miscellaneous.

4.01. City staff are hereby authorized to do all things and take all other actions as may be necessary or appropriate to carry out the Plan and the intent of this resolution in accordance with the Act.

4.02. The Mayor and the City Administrator/City Clerk are authorized and directed to execute and deliver any agreements, certificates or other documents that the City determines are necessary to implement this resolution.

4.03. This resolution shall be in full force and effect following its approval.

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

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Matt T. Jessop, Mayor

ATTEST:

Jenna L. Tuma, City Administrator/City Clerk

September 2, 2025

STREET RECONSTRUCTION PLAN IN CONNECTION WITH FINANCING THE LINN DRIVE SW FROM 18TH ST SW TO OAKDALE ST SW, OAKDALE STREET FROM LINN DRIVE SW TO 2ND AVE SW, RIDGE VIEW PLACE NE, RIDGE ROAD NE FROM PARKVIEW PL NE TO LEONA PL NE, RIDGEWOOD PLACE NE, 10TH AVE NE, 11TH AVE NE FROM RIDGE RD NE TO CHERRY ST, COTTER PLACE, MARY PLACE, PRAIRIE LANE FROM RIDGE RD NE TO JERAKE PL NE, HIDDEN PLACE, JERAKE PLACE NE, LEONA PLACE AND 13TH ST NE FROM ST. PAUL RD TO 7TH AVE NE RECONSTRUCTION IMPROVEMENTS:

City of Owatonna, MN

2025-2029



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

TABLE OF CONTENTS

I.	INTRODUCTION_____	2
II.	PURPOSE_____	2
III.	PLANNING PROCESS_____	3
IV.	PROJECT SUMMARY_____	4
V.	FINANCING_____	4
VI.	PLAN CONTINUATION_____	5
	APPENDIX A_____	6
	Plan Project Costs_____	6
	Proposed Street Reconstruction and Overlay Plan Bond Issue(s)_____	6
	APPENDIX B_____	7
	Proposed SROP Bond Issue(s)_____	7

I. INTRODUCTION

In 2002, the Minnesota State Legislature passed into law a bill that generally exempts city bonds issued under a street reconstruction plan from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction plan. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the “Act”).

II. PURPOSE

A street reconstruction plan represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects include but are not limited to: utility replacement and relocation and other activities incidental to the street reconstruction; the addition or reconstruction of turn lanes, bicycle lanes, sidewalks, paths, and other improvements having a substantial public safety function; realignments and other modifications to intersect with state and county roads; and the local share of state and county road projects. Except in the case of turn lanes, bicycle lanes, sidewalks, paths, and other safety improvements; realignments; intersection modifications; and the local share of state and county road projects, street reconstruction and bituminous overlays do *not* include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

The Street Reconstruction and Overlay Plan (the “SROP”) is a document designed to anticipate street reconstruction and overlay expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. It allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives, and impact on operating expenditures.

The City of Owatonna, Minnesota (the “City”) believes the street reconstruction and overlay process is an important element of responsible fiscal management. Major capital expenditures can be

anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Good planning is essential for the wise use of limited financial resources. The SROP is designed to be updated on an as needed basis.

III. PLANNING PROCESS

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its Capital Improvement Plan (CIP) process. The City assembles the specific capital expenditures to be undertaken within the next five years. The City Council prepares a plan based on the available funding sources. From this information, a preliminary CIP is prepared for public discussion from citizens and other governmental units. Changes are made based on that input, and a final plan is established.

Over the life of the CIP, once the funding becomes available the individual capital expenditures can be made as part of individual project approvals. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If bonding is necessary, the City collaborates with its municipal advisor to prepare a bond sale and repayment schedule. Street reconstruction and overlay planning occurs separately from the CIP process focusing specifically on those projects to be financed with general obligation street reconstruction bonds under provisions of the Act. The SROP is to describe the identified street reconstruction and overlay projects to be financed, their estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years.

For the City to use its authority under the Act to finance street reconstruction and bituminous overlay expenditures with general obligation bonds, it must meet the requirements provided therein.

Specifically, the City must hold a public hearing for public input on a the proposed SROP. Notice of such hearing must be published in the official newspaper at least ten, but not more than 28 days prior to the date of the

public hearing. In addition, the City Council must approve the SROP and issuance of bonds by a two-thirds majority vote of its membership present at the meeting following a public hearing. Although a referendum is not required, a reverse referendum is allowable. If a petition requesting a vote on the issuance of bonds bearing the signatures of at least 5 percent of the votes cast in the last municipal general election is filed with the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be required to authorize the issuance. If a municipality elects not to submit the question to the voters, the municipality shall not propose the issuance of bonds under the Act for the same purpose for a period of 365 days from the date of receipt of the petition.

IV. PROJECT SUMMARY

The expenditures to be undertaken with this 2025 to 2029 SROP are limited to those listed in Appendix A, to include the Linn Drive SW from 18th St SW to Oakdale St SW, Oakdale Street from Linn Drive SW to 2nd Ave SW, Ridge View Place NE, Ridge Road NE from Parkview PI NE to Leona PI NE, Ridgewood Place NE, 10th Ave NE, 11th Ave NE from Ridge Rd NE to Cherry St, Cotter Place, Mary Place, Prairie Lane from Ridge Rd NE to Jerake PI NE, Hidden Place, Jerake Place NE, Leona Place and 13th St NE from St. Paul Rd to 7th Ave NE Reconstruction Improvements. All other foreseeable capital expenditures within the City will come through other means or through an amendment to this SROP.

V. FINANCING

The project expenditures under this SROP are estimated at up to \$1,634,189.22. To fund these costs, the City plans to sell of general obligation SROP Bonds within the identified five-year period. The anticipated bond size of \$1,715,000 is based upon the estimated hard and soft costs for the projects, plus estimated issuance costs, any capitalized interest, and contingency. However, for the purpose of the SROP, the not to exceed amount for the bonds, including hard and soft costs for the projects, plus estimated issuance costs, any capitalized interest, and contingency, will be \$1,800,000.

The bonds may be issued in one or more series, at one time or from time to time. Principal and interest on the SROP bonds will be paid through a property tax levy and current estimates of size and repayment of the CIP Bonds under consideration may be found in in Appendix B.

In the financing of the SROP, one statutory limitation applies to the City. Under Minnesota Statutes, Chapter 475, with few exceptions, a local government cannot incur debt greater than 3% of the estimated market value (EMV) for its jurisdiction. In the City, the EMV for property tax payable in 2025 is \$3,141,726,600. Therefore, the total amount of outstanding debt cannot exceed \$94,251,798. At present, the City maintains about \$11,095,000 of debt subject to the limit. As such, issuance of the CIP Bonds will be within the overall statutory debt limit.

Net Debt Limit, Taxes Payable in 2025	
Estimated Market Value	3,141,726,600
Statutory Debt Limit Factor	3.0%
Statutory Debt Limit	94,251,798
Less: Debt Paid Solely from Taxes	(11,095,000)
Less: Proposed Bond Issue(s)	(1,715,000)
Unused Debt Limit	\$81,441,798

VI. PLAN CONTINUATION

This SROP should be reviewed annually as needed by the City Council using the process outlined in this document. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this SROP.

APPENDIX A

Plan Project Costs

Project Costs by Year		
Year	Project	Amount
2025	Linn Drive SW from 18th St SW to Oakdale St SW, Oakdale Street from Linn Drive SW to 2nd Ave SW, Ridge View Place NE, Ridge Road NE from Parkview PI NE to Leona PI NE, Ridgewood Place NE, 10th Ave NE, 11th Ave NE from Ridge Rd NE to Cherry St, Cotter Place, Mary Place, Prairie Lane from Ridge Rd NE to Jerake PI NE, Hidden Place, Jerake Place NE, Leona Place and 13th St NE from St. Paul Rd to 7th Ave NE Project	\$1,634,189.22
2026	None Planned	-
2027	None Planned	-
2028	None Planned	-
2029	None Planned	-
Total		\$1,634,189.22

Proposed Street Reconstruction and Overlay Plan Bond Issue(s)

Street Reconstruction and Overlay Bond Issues by Year	
Year	Amount
2025	\$1,715,000
2026	-
2027	-
2028	-
2029	-
Total	\$1,715,000

APPENDIX B

Proposed SROP Bond Issue(s)

Sources & Uses

Dated 10/30/2025 | Delivered 10/30/2025

Sources Of Funds

Par Amount of Bonds	\$1,715,000.00
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Total Sources	\$1,715,000.00
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Uses Of Funds

Total Underwriter's Discount (1.300%)	22,295.00
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Costs of Issuance	56,000.00
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Deposit to Project Construction Fund	1,634,189.22
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Rounding Amount	2,515.78
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Total Uses	\$1,715,000.00
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Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/30/2025	-	-	-	-	-
08/01/2026	-	-	44,722.53	44,722.53	-
02/01/2027	135,000.00	3.150%	29,705.00	164,705.00	209,427.53
08/01/2027	-	-	27,578.75	27,578.75	-
02/01/2028	155,000.00	3.150%	27,578.75	182,578.75	210,157.50
08/01/2028	-	-	25,137.50	25,137.50	-
02/01/2029	160,000.00	3.150%	25,137.50	185,137.50	210,275.00
08/01/2029	-	-	22,617.50	22,617.50	-
02/01/2030	165,000.00	3.150%	22,617.50	187,617.50	210,235.00
08/01/2030	-	-	20,018.75	20,018.75	-
02/01/2031	170,000.00	3.250%	20,018.75	190,018.75	210,037.50
08/01/2031	-	-	17,256.25	17,256.25	-
02/01/2032	175,000.00	3.350%	17,256.25	192,256.25	209,512.50
08/01/2032	-	-	14,325.00	14,325.00	-
02/01/2033	180,000.00	3.550%	14,325.00	194,325.00	208,650.00
08/01/2033	-	-	11,130.00	11,130.00	-
02/01/2034	185,000.00	3.700%	11,130.00	196,130.00	207,260.00
08/01/2034	-	-	7,707.50	7,707.50	-
02/01/2035	190,000.00	3.850%	7,707.50	197,707.50	205,415.00
08/01/2035	-	-	4,050.00	4,050.00	-
02/01/2036	200,000.00	4.050%	4,050.00	204,050.00	208,100.00
Total	\$1,715,000.00	-	\$374,070.03	\$2,089,070.03	-



CITY OF
OWATONNA

Mayor Jessop

Owatonna City Council Minutes
August 19, 2025 – DRAFT COPY

On Tuesday, August 19, 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 Voss, Dotson, Burbank, Boeke, McCann, Svenby and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Community Development Director Manager Krushke; Finance Director Burns; Fire Chief Hoffman; IT Technology Director Brown, IT Specialist Enz; Police Chief Mundale; Communications Manager Sheely; Facility Manager Louks; Assistant City Administrator/Human Resources Director Thamert; City Administrator Tuma; and Administrative Coordinator Clawson.

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

Mayor Jessop

Mayor Jessop commented he has been looking forward to tonight's meeting and asked new City Administrator Tuma to join him. He administered the Oath of Office for her new position and everyone expressed their congratulations.

Public Hearing – Establish Development District #22 and Adopt Development Program for Development District #22

Community Development Manager Kruschke commented tonight's public hearing was planned to consider the establishment of a district defined as the area within city limits. Previously, 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. A public hearing is required to provide a loan for housing development which will establish the development district. After the public hearing, the City Council must approve a resolution to establish Development District 22 and adopt a development program. A loan agreement can then be approved for each development participating in the program. The incentive program provides financing for hard surfacing of 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.

At 7:05 p.m., Council President Raney open the public hearing for comments. With no comments heard, at 7:06 p.m., Council Member Voss made a motion to close the public hearing, Council Member Boeke seconded the motion, all members voted aye in approval.

Resolution 44-25 – Establish Development District #22 and Adopt Development Program for Development District #22

Council Member Svenby commented that the program was not included in the Council Meeting Packet so he has not had opportunity to review and would not vote to approve this resolution. Council Member Dotson commented he would approve establishment of Development District #22 during tonight's meeting but would also not vote to approve adoption of the development program without review; he suggested modification to the resolution or table the resolution. Council Member Svenby made a motion to table Resolution 44-25, Council Member Dotson seconded the motion, all members voted aye in approval.

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 – August 6, 2025

Minutes - Human Rights Commission Meeting - July 8, 2025

Minutes - EDA Meeting - July 16, 2025

Minutes - Park Board Meeting - August 4, 2025

Police Department Crime Clock and Statistics - July 2025

Fire Department Monthly Dashboard and Activity Report - July 2025

Weed/Nuisance Inspection Report - August 12, 2025

Event Permit - OHS Homecoming Parade - September 19, 2025

Certificate of Substantial Completion - West Lake Meadows Public Improvements

A 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 included in the development agreement approved by Council 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 for substantial completion of the project was July 1, 2025, and it 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.

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

Finance Report

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

\$ 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

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

Resolution 45-25 Final Plat – Mineral Springs Estates Addition

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

Community Development Manager Kruschke commented that Steven Wheeler, CEO of Mineral Springs Estates, LLC planned to attend tonight's meeting, but severe storms cancelled his flight plans. He requested action on this resolution be tabled to the next City Council Meeting on September 2, 2025. Council Member Voss made a motion to table action on these resolutions as requested, Council Member Burbank seconded the motion, and all members voted aye for approval.

Proposal - Vevle Hall Networking - Phone Station Inc.

IT Director Brown requested approval of the proposal received from Phone Station Inc for the materials and work needed to run networking wiring for future office spaces in Vevle Hall for use as Park & Rec and IT staff office space. After reviewing the building layout and existing cabling, it was determined the current cabling is old and does not meet current standards so will need to be replaced. 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 building this size. We received quotes from two different vendors; this is the lower of the two at \$23,925.00, the other was over \$40,000. Council Member Boeke made a motion for approval, Council Member McCann seconded the motion, and all members voted aye in approval.

STAFF REPORT

Fire Chief Ed Hoffman confirmed the city declared a State of Emergency following the windstorm on July 28, 2025. Staff have been working to clear storm debris, the former Cemstone plant on North Street has been a collection site for staff and contractor use. Today, he met with Steele County Emergency Manager Kristen Sailer to prepare the report requesting state funding towards expenses incurred. Steele County must incur at least \$80,000 in damages to file request for state reimbursement; Steele County submitted a report showing a total of \$920,000.00 damages incurred to date and of that amount, \$736,050 was from the City of Owatonna. Governor Walz's approval is required to receive 75% reimbursement of these costs.

Jeff Louks, Facility Manager gave a brief slide presentation to display facility projects this year: LED lighting and circulating fans at the Mechanics Shop; overhead doors replaced (6 at the Street Shop, 3 at the Mechanics Shop and 1 at the Airport); infrared tube heaters at the Park Shop and Mechanics Shop (this is a 2-year project); evaluation of the Library's roof and chimney; new generator at City Hall (bid has been awarded); City Hall tuckpointing (third year project, will be 85% completed); remodel Merrill Hall (Wee Pals required a second exit for classrooms, opening cut and door built); Library Roof repair following windstorm; plumbing - repair a 12" main under concrete at River Springs Waterpark; maintain the Central Park fountain; maintenance of water fountains and restrooms within the city's parks; built and installed cabinets in the Conference Room at the WWTP; crack seal the Library parking lot; and assist with debris removal following recent storm.

City Administrator Tuma commented that staff built the new door installed at Merrill Hall using raw wood, it is a handcrafted solid wood door. Council Member Boeke added that the Facilities Team does excellent work.

PUBLIC COMMENTS

Annette Duncan, President United Way of Steele County, 245 18th St SE, Suite 1 extended invitation for city leaders to the System Design Clinic planned on September 10th. This event will be in the Morehouse Room at OPU from 9:00 am - 4:00 pm. The National Alliance to End Homelessness, in partnership with Spero and United Way of Steele County through a MN Capacity Building Grant is working to identify how our community can best utilize the assets we have within each organization that supports housing and what gaps may exist that should be considered. All housing sector providers and their leadership have also been invited to attend a Systems Design Clinic on the 9th.

Melissa Zimmerman, 2525 Stony Creek Drive congratulated new City Administrator Tuma on her new position and then commented that during a recent conversation with an Elected Official, they discussed the concept of the City's Consent Agenda. It appears these items are given approval by rubber stamp with no discussion during the City Council Meeting but discussed at other meetings. Also, the City's Transportation Commission has not posted agendas or minutes, and the discussions and potential decision made during these meetings will affect residents. An elected official's e-mail is not public data but when an elected official forwards an e-mail, it becomes public data. The East Side Residents have filed Data Requests for e-mails regarding the East Side Corridor Project and were advised e-mails from former elected officials are missing. The MN Data Statute requires transparency of all public data, and all decisions should be made publicly.

MAYOR AND COUNCIL COMMENTS:

Council Vice President Voss thanked the Fire and Police officers attending tonight's meeting and for their work. He also asked residents with storm grates along curbs near their homes to assist with clearing storm debris from the grates to help prevent blockages.

Council Member Burbank commented he is looking forward to the cooler weather coming soon to replace the recent hot humidity.

Council Member Boeke commented that the City Council appreciates all the things staff do to keep the city running smoothly.

Council Member McCann congratulated new City Administrator Tuma on her position and thanked staff for their work.

Council Member Svenby thanked staff on their efficiency of picking up the recent storm debris.

Mayor Jessop commented he echoes the comments regarding work done by staff members. He has been looking forward to this meeting with the honor and pleasure of administering the Oath of Office to new City Administrator Tuma.

City Administrator Tuma commented she is thankful for the opportunity to serve in her new role as the City Administrator. We have spent several months working through the transition of office and looking forward to her new role and thanking staff members present during tonight's meeting as she took her Oath of Office. Staff have been out working to remove the recent storm debris, we also want to thank staff working behind the scenes which have made this an efficient process so thank you to our Internal Services Team, Communications Manager, IT, and GIS staff members.

Council President Raney thanked everyone for attending. This will be a team effort for transition to new leadership. Thank you everyone for your patience and support during this process, we will build a better together for a lot of great things ahead for this community.

At 7:37 p.m., Council Member Boeke made a motion for adjournment, Council Member Dotson seconded the motion, and all members voted aye approval.

Respectfully submitted, Jeanette Clawson, Administrative Coordinator



CITY OF
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Board - Commission Minutes

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on AUGUST 25, 2025

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:03 pm in the Crandall Small Conference Room by Chairperson Olivo.

Members present were Vicki Olivo, Julie Fiske, Lindsay Schultz, and Rebecca Rand. Commissioner Nathan Dotson was absent. Also present were Community Development Director Troy Klecker, Housing Manager Ghassan Madkour, Council Member McCann and Senior Administrative Technician Kristen Kopp.

Approval of the Minutes: A motion was made by Fiske and seconded by Schultz to approve the minutes of the July 28, 2025 HRA Board meeting. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Community Development Director Troy Klecker presented the Executive Director's Report. He said the tax credit application for Eastgate 2 has been submitted and they won't hear until December. Aire Apartments has started construction. Ascend 2 is working on financing. The project is still being modified. There is a loan agreement for Mineral Springs Estates. He is still waiting on getting development numbers for the Partridge Avenue lots. Apartment projects are cooling down a bit.

Old Business: The Housing Choice Voucher program monthly report was presented by Madkour, including the City of Owatonna monthly balance sheet and revenue/expense report. He said HCV is at a standstill due to HUD funding. He gave an update on the reserves, and they are not where HUD recommends the reserves should be. The people who have recently dropped off the program have not increased the reserves because their HAP portions are not large enough. There has been a decline in voucher numbers but not in dollar figures to bring the reserves up, so we are stuck in a holding pattern right now. He gave a refresher on the \$500 rule. If the client makes \$500 and already has an income, they don't have to let us know, but at the annual reexamine, everything counts. A motion was made by Fiske and seconded by Schultz to approve the reports as presented. All Commissioners voting Aye, the motion carried.

Other / New Business: Madkour said that we need to vote in a Board Secretary. They need the Board Chair and Secretary to sign resolutions. He wasn't able to get finalized resolutions from HUD, but he will need the necessary resolutions signed by next meeting. A motion was made by Fiske to nominate Nathan Dotson as Secretary with a second by Schultz. All Commissioners voting Aye, the motion carried.

Next Meeting: The next meeting will be Monday, September 22, 2025.

Adjournment: There being no further business, a motion to adjourn was made by Schultz and seconded by Fiske. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:41 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Managers

OWATONNA PLANNING COMMISSION MINUTES FOR AUGUST 26, 2025

The Owatonna Planning Commission met in regular session at 5:30 p.m. in the Crandall Center – Chambers with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners Rachel Spring-Gasner, Kelly Rooks, John Eickhoff, Mark Wilson, Nick Peake, Dave Effertz, and Jim Joachim. Community Development Manager Greg Kruschke, Planning Specialist Emma Bransford, and Senior Administrative Technician Kristen Kopp were also present.

A motion was made by Eickhoff and seconded by Joachim to approve the minutes of regular meeting of July 22, 2025. All Commissioners voting Aye, the motion carried.

CUP-22, a request by John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon on behalf of Larry Schultz of LSO Farms for a conditional use permit to construct an accessory warehouse building on the subject property located at 3510 Park Drive NW, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) The public hearing opened at 5:33 pm. John Schulte was present representing Larry Schultz and Bob Seykora. He said they are working on the final location of the ADA stalls and route. Public hearing closed at 5:35 pm. Joachim asked if this is intended to be used as storage by Larry Schultz. Bransford said that is correct. A motion was made by Effertz and seconded by Wilson to recommend City Council approval of CUP-22, a request to construct an accessory warehouse building on the subject property located at 3510 Park Drive NW with the following conditions:

- 1) The accessory warehouse shall be used solely for purposes as allowed in accordance with applicable zoning and building code regulations.
- 2) Photometrics plans to be submitted and approved prior to the issuance of a building permit.
- 3) Landscaping plan to be submitted and approved prior to the issuance of a building permit including two trees along Park Drive to meet code requirements.
- 4) All items in the City Engineer's Memo dated August 12, 2025, must be adhered to.

All Commissioners voting Aye, the motion carried.

Preliminary and Final Plat of Culligan Addition, which is a 1.08± acre tract of land zoned B-3, Central Business District, requested by John Schulte V, Jones Haugh & Smith, owned by Culligan Ultrapure, and located at 110 Fremont Street W was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:38 pm. Randy Balauskys, who owns the duplexes to the west side of the plat (513 Oak Avenue North), said that he has some concerns about the proposed warehouse. He said he wants to know how this rezoning will affect his properties and wondered if the entire block is being rezoned. He said it could create inconsistencies. He asked if the City upgrades utilities or drainage systems, will they, as owners, be assessed for the cost. He asked about future charges and whether this will trigger increased utility fees. He requested a breakdown of costs if that occurs. He asked about setbacks and said that it could affect the privacy and aesthetics of his property. He would like a clarification on the type of building it will be. He said he is concerned about water runoff, asked if there was a stormwater management plan, and said that he would like a copy of it. Another concern is property damage during construction and he said he would like a preconstruction survey. He said he was concerned about his retaining wall. He wanted to know what will be stored in the building, why this location was chosen, and where this operation was previously located. He said he would like to see a traffic impact study and wondered what type of vehicles would be in and out. He would like a copy of their operation hours and noise mitigation strategies. He said he would like to protect the quality of life as it would impact the privacy and noise of the area. He said he would like to know the impact to his rental license. He said that the luxury

apartments down the street are already impacting his rental fees. He said he would also like a full site plan and an environmental impact study. He submitted a formal letter of objection to the project. (Refer to letter on file.) Sallie Newbowers, 136 Fremont Street West, said will affect both the east and the north side of her property. She said that it doesn't look like they did anything with her property in the survey but the retaining wall on the west side of the future warehouse goes the full way from Front Street to Fremont Street. She said that her house and driveway does not show on the survey. She said she doesn't know how this will affect their house and wondered if they would expect them to take anything down so that they can have an egress. When they took down the house on the property where they plan to build the warehouse, they just buried it. When they go to level it, how much will they have to level it and what will they find? Public hearing closed at 5:48 pm. Kruschke said that the request before us is a plat of the property and not for the building, though it is shown on this plat. He recommended the neighbors talk to the property owner. He said this request is just formalizing the boundaries of the property. As far as any variances with the boundaries, those come from the survey and have to match. The first step to any future building was combining these lots. At this time we are formalizing boundaries. Utility and access issues will be reviewed at the time of the building permit. There are no rezoning requests at this time, so anything that happens in this district has to be permitted in a B-3, Central Business District. Eickhoff said that the boundaries were concerning and asked if there was any way to bring that to the City Attorney. Kruschke said that they can certainly have that conversation. The boundary comes from the title work that has been purchased by the owner over time. We don't deal with that a lot, but do see those situations come up. Any challenges to the title are above us and go through real estate court. Eickhoff said that the concerns are legitimate but we are just addressing the boundaries. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of the preliminary and final plat of Culligan Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke gave an update on the Zoning and Subdivision Ordinance Process. He said that there is a meeting at 6:00 pm on Tuesday, September 9 with City Council and the consultant. There are no public hearings, though.

Community Development Manager Greg Kruschke gave an update on previous items. He noted that Building Permit reports are back. He said that the requests on Mineral Springs Estates should be approved at the next City Council meeting on September 2.

A motion was made by Joachim and seconded by Springer-Gasner to adjourn the meeting at 5:55 p.m. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager



CITY OF
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Department Reports

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
August 13, 2025 to August 27, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	The vacant lot was being mowed of the long grass and weeds as of Aug 15, 2025	8/15/2025			8/15/2025	Has been cut.	0.5
4 Avenue Southeast	Vacant lot 17-504-0103 with long grass and weeds per complaint picture 9498 as of 8/13/25.	8/13/2025	8/14/2025	9/13/2025			0.5
Greenleaf Place Southeast	Vacant lot 17-547-0104 with long grass and weeds as of 8/13/25	8/13/2025	8/19/2025	9/2/2025	8/27/2025	Has been cut.	1
Greenleaf Road Southeast	Vacant lot 17-547-0108 with long grass and weeds as of 8/13/25	8/13/2025	8/19/2025	9/2/2025	8/27/2025	Has been cut.	1
Lemond/Riverwood Road	Vacant lots 17-566-0214 to 0226 with long grass and weeds per complaint picture 9546 as of Aug 22, 2025.	8/22/2025	8/27/2025	9/17/2025			0.5
Robin Hood Lane Southeast	Vacant lot 17-547-0113 with long grass and weeds as of 8/13/25.	8/13/2025	8/19/2025	9/2/2025	8/27/2025	Has been cut	1
10 Aspen Highland Place Northeast	Complaint: The lawn hasn't been mowed in at least a month. Trailer full of junk, horse trailer, and broken vehicle all in the driveway. Also, mattress on the curb and hasn't been removed yet. complaint picture 9560 of the front of house (8/26/25), 9561 of the trailer, 9562 east side yard.	8/26/2025				Need to send letter	0.5
1019 Oak Avenue South	Long grass/weeds per complaint picture 9534 as of 8/21/25	8/21/2025	8/27/2025	9/7/2025	8/27/2025	Has been cut.	1
1026 Oak Avenue South	Long grass/weeds per location picture 9541 as of Aug 22, 2025	8/22/2025	8/27/2025	9/7/2025			0.5
1038 Oak Avenue South		8/25/2025	8/27/2025	9/7/2025			0.5
104 18 Street Southwest	The complaint location with long grass and weeds has been mowed as of Aug 13, 2025	8/13/2025			8/13/2025	Has been cut.	
117 Grove Avenue North	Long grass/weeds in all yards per complaint picture 9522 as of 8/20/25	8/20/2025	8/22/2025	9/2/2025	8/27/2025	Has been cut.	1
1305 St Paul Road Northeast	Has been mowed.	8/13/2025			8/13/2025	Has been cut.	0.5
1410 Greenleaf Place Southeast	Vacant lot 17-547-0102 with long grass and weeds as of 8/13/25.	8/13/2025	8/19/2025	9/2/2025	8/27/2025	Has been cut.	1
1430 Greenleaf Road Southeast	Long grass/weeds in all yards per complaint picture 9511 as of Aug 18, 2025	8/18/2025	8/20/2025	8/30/2025	8/22/2025	Has been cut.	1
1575 Mineral Springs Parkway Northeast	Additional complaint pictures of the backyard 9520 Southside and 9521 eastside as of 8/19/25. Complaint location removed items from the area as needed	8/19/2025			8/19/2025		0.5
1585 Wood Duck Lane Northeast	Complaint: Tall grass/weeds in vacant lot 17-17-578-0213 as of Aug 18, 2025	8/18/2025	8/21/2025	9/17/2025	8/27/2025	Has been cut.	1
1615 Eagle Ridge Street Northeast	The long grass and weeds in all yard have been mowed as of Aug 13, 2025	8/13/2025			8/13/2025	Has been cut.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 13, 2025 to August 27, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1615 Wood Duck Lane Northeast	Complaint: Tall grass/weeds in all yards per complaint picture 9513	8/18/2025	8/28/2025	9/8/2025			0.5
1715 Wood Duck Lane Northeast	Complaint: Tall grass/weeds per complaint picture 9512 as of 8/18/25	8/18/2025	8/21/2025	9/17/2025	8/27/2025	Has been cut.	1
1804 Northbrook Place Northeast	Has been mowed.	8/21/2025			8/21/2025	Has been cut.	0.5
1860 Bigelow Avenue	Has not been mowed. Need to call the weed and nuisance service. 8/19/25 - Contacted mower. 9609	8/15/2025		8/15/2025	8/21/2025	Has been cut.	1
2020 Cedar Avenue South	The complaint location business has cut all the long weeds around the building as of Aug 18, 2025.	8/18/2025			8/18/2025	Has been cut.	1
209 Elm Avenue North	Long grass/weeds complaint picture 9510 as of 8/15/25	8/15/2025	8/20/2025	8/30/2025	8/22/2025	Has been cut.	1
214 Vine Street East	Long grass/weeds	8/15/2025			8/18/2025	Has been mowed.	1
215 Elm Avenue North	Long grass/weeds per complaint pictures 9528, 9530 as of 8/21/25	8/21/2025			8/22/2025	Has been mowed.	1
222 School Street West	Complaint: Tall grass, over 8" in all yards per complaint picture 9531 as of Aug 21, 2025	8/21/2025	8/28/2025	9/8/2025			0.5
227 Rose Street East	Long grass/weeds per complaint picture 9505 as of 8/15/25	8/15/2025	8/20/2025	8/30/2025	8/21/2025	Has been mowed.	1
239 Rice Street East	Has been mowed.	8/15/2025			8/14/2025	Has been mowed.	0.5
241 Larch Avenue	Long grass/weeds in all yards per complaint picture 9523 as of Aug 20, 2025	8/20/2025			8/25/2025	Has been mowed.	1
250 Barney Street West	Complaint: Pallets in front yard, pallets and other junk in back yard. Complaint picture 9556 of the front yard as of 8/26/25. Unable to see the backyard from the street.	8/26/2025				Need to send letter.	0.5
2555 Lamada Place	Has been mowed.	8/14/2025			8/14/2025	Has been mowed.	0.5
2795 Park Drive	The complaint location has a reinspection picture 9518 as of Aug 18, 2025. Need to call the weed cutting service as of Aug 18, 2025 8/19/25 - Contacted mower. 9609 Not mowed as of Aug 20, 2025	8/18/2025		8/17/2025	8/21/2025	Has been mowed.	1
2990 St Paul Road Northeast	Complaint: Tall grass/weeds in vacant lot 17-574-0705 with long grass and weeds as of 8/18/25. (picture 9524 as of 8/20/25)	8/18/2025	8/21/2025	9/17/2025			0.5
303 State Avenue	The long grass and weeds in all yards has been mowed as of Aug 25, 2025	8/25/2025			8/25/2025	Has been mowed.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 13, 2025 to August 27, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
308 Cedar Avenue South	Complaint: Tall weeds along building and around power pole in the alley. Complainant's pictures have been uploaded. Inspection pictures 9537 (power pole), 9538 (west side of building), 9539 (south side of building), 9540)East side of building of the complaint location as of 8/22/25	8/22/2025	8/28/2025	9/8/2025			0.5
320 Jenny Lane	Has been mowed.	8/14/2025			8/13/2025	Has been mowed.	0.5
320 Stoneridge Lane Northeast	Complaint: Tall grass/weeds per complaint picture 9509 as of 8/15/25	8/18/2025	8/21/2025	9/17/2025			0.5
328 Pine Avenue North	Complaint: Tall grass/weeds	8/26/2025	8/28/2025	9/8/2025			0.5
396 18 Street Southwest	Complaint: Weeds and grass on most areas of the property are waist high or worse per complaint picture 8/26/25	8/26/2025	8/28/2025	9/8/2025			0.5
396 Hickory Lane Northeast	Complaint: Tall grass/weeds in vacant lot 17-574-0607 with long grass and weeds as of Aug 18, 2025	8/18/2025	8/21/2025	9/17/2025			0.5
402 18 Street Southwest	Complaint: Tall grass/weeds	8/26/2025	8/28/2025	9/8/2025			0.5
406 Elm Avenue South	Long grass/weeds per complaint picture 9497 as of 8/13/25	8/13/2025	8/19/2025	8/29/2025			0.5
409 Sylvan Street	The complaint location has long grass and weeds that was not mowed as of Aug 18, 2025. Reinspection picture 9519 was taken as of 8/18/25. Need to call the grass and weeds mowing service as of Aug 18, 2025 8/19/25 - Contacted mower. 9609	8/18/2025		8/17/2025	8/20/2025	Has been mowed.	1
422 Riverside Avenue	Long grass/weeds in all yards per complaint picture 9527 as of Aug 20, 2025	8/20/2025	8/22/2025	9/2/2025	8/27/2025	Has been mowed.	1
505 State Avenue	Complaint: Tall weeds between garage and neighbor's fence (515 State) Per complaint picture 9525, 9535 as of 8/20/25	8/20/2025	8/28/2025	9/8/2025			0.5
510 20 Street Northeast	The complaint location with long grass and weeds has been mowed as of Aug 22, 2025	8/22/2025			8/22/2025	Has been cut.	0.5
539 South Street East	Complaint: Tall grass/weeds per complaint picture 9557 as of 8/26/25	8/26/2025	8/28/2025	9/8/2025			0.5
610 20 Street Northeast	Long grass/weeds per complaint picture 9543 as of Aug 22, 2025	8/22/2025	8/27/2025	9/7/2025			0.5
613 Vine Street East	The complaint location with long grass and weeds in all yards has been mowed as of Aug 22, 2025	8/22/2025			8/22/2025	Has been cut.	0.5

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
August 13, 2025 to August 27, 2025							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
655 24 Street Northeast	Complaint location with: Tall grass/weeds in all yards per complaint picture 9515 as of Aug 8/18/25	8/18/2025	8/20/2025	8/30/2025	8/25/2025	Has been cut.	1
723 13 Street Northeast	The back yard of the complaint location has been mowed/cut as of Aug 18, 2025	8/18/2025			8/14/2025	Has been cut.	0.5
820 18 Street Northeast	Long grass/weeds in complaint location picture dated 8/15/25	8/15/2025	8/20/2025	8/30/2025			0.5
822 16 Street Southeast	Complaint: Tall grass in all yards per complaint picture 9536 as of Aug 22, 2025	8/21/2025	8/28/2025	9/8/2025			0.5
825 14 Street Northeast	Long grass/weeds	8/13/2025			8/15/2025	Has been mowed.	1



CITY OF
OWATONNA

Licenses Permits

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: EXCHANGE CLUB OF OWATONNA, MINNESOTA Previous Gambling Permit Number: X- 93483-24-011

Minnesota Tax ID Number, if any: 23-7084374 Federal Employer ID Number (FEIN), if any: Nat. Exchange club 34-4312210

Mailing Address: P O BOX 13

City: OWATONNA State: MN Zip: 55060 County: STEELE

Name of Chief Executive Officer (CEO): DALLAS R. KETCHUM

CEO Daytime Phone: 507-390-5214 CEO Email: dallask@smig.net
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): OWATONNA EAGLES CLUB

Physical Address (do not use P.O. box): 141 EAST ROSE STREET

Check one:

☒ City: OWATONNA Zip: MN County: STEELE

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): DECEMBER 11, 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: Owatonna

Signature of City Personnel:

Janeth Clauson

Title: Admin Coordinator Date: 8/15/2025

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Dallas R. Ketchum Date: 8-15-2025
(Signature must be CEO's signature; designee may not sign)

Print Name: DALLAS R. KETCHUM

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Steele County Humane Society Previous Gambling Permit Number: X-95506-24-01
 Minnesota Tax ID Number, if any: 27586710 Federal Employer ID Number (FEIN), if any: 41-1667722
 Mailing Address: PO Box 220
 City: Owatonna State: MN Zip: 55060 County: Steele
 Name of Chief Executive Officer (CEO): Liane L. Peterson
 CEO Daytime Phone: 507-456-3267 CEO Email: lpeters591453@gmail.com
 (permit will be emailed to this email address unless other was indicated below)
 Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Physical Address (do not use P.O. box): Owatonna Elks Lodge 1395
126 E. Vine St.

Check one:

☒ City: Owatonna MN Zip: 55060 County: Steele
☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): September 20, 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☒ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: <u>Owatonna</u>	Print County Name: _____
Signature of City Personnel: <u>Heather Clawson</u>	Signature of County Personnel: _____
Title: <u>Admin Coordinator</u> Date: <u>8/18/2025</u>	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)	
Print Township Name: _____	
Signature of Township Officer: _____	
Title: _____ Date: _____	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Liane L. Peterson Date: 8/18/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Liane L. Peterson

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Owatonna Robotics Booster Club

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 84-4819406

Mailing Address: PO Box 304

City: Owatonna State: MN Zip: 55060 County: Steele

Name of Chief Executive Officer (CEO): Jennifer Meyman (formerly Chris Fair)

CEO Daytime Phone: 507-363-2330 CEO Email: jennifermeyman@yahoo.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Eagles

Physical Address (do not use P.O. box): 141 E Rose St

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Nov 7, 2025

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

4/23
Page 2 of 3

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: Owatonna

Signature of City Personnel:

Title: Admin Coordinator Date: 8/8/25

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Jennifer Meyman Date: 8-28-25
(Signature must be CEO's signature; designee may not sign)

Print Name: Jennifer Meyman (formerly Chris Fair)

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



CITY OF
OWATONNA

Miscellaneous



CITY OF
OWATONNA

Finance Report

RECAP:

\$	202,675.73	Bosch Automotive - economic development TIF (year 4 out of 9)
	23,670.71	Cemstone - PayGo Note #1 - TIF 3-11 (pymt 5 of 9)
	331,170.52	Costco - economic development TIF (year 4 out of 9)
	22,031.11	Crysteel Truck Equipment
		- Flatbed unit #25426 - Park & Rec - \$19,001.00
		- Tommy gate-service body-27" unit #09428- Park & Rec - \$2,980.00
		- Bushing kit - \$50.11
	82,371.15	Daikin Applied Americas - PayGo Note #1 - TIF 3-13 (year 4 out of 9)
	48,291.74	Equity Growth - 111 Vine Apt bldg - redevelopment TIF 12-1 (year 6 out of 26)
	21,822.44	Fareway Stores - hospital redevelopment TIF (year 10 out of 26)
	124,638.00	Integrated Process Solutions Inc - Autumn Hills & Cedardale lift station
	42,463.31	KAB Properties - TIF 3-16 (year 2 out of 9)
	229,408.13	Legence Subsidiary Holdings LLC
		- Public Safety Center - July 2025 - \$224,739.00
		- City Hall Generator - mileage - \$371.00
		- River Spring Water Park professional services \$93.63
		- Community Center - July 2025 - \$4,204.50
	27,793.14	Mound Owatonna - Mound St Apt bldg redevelopment TIF (year 4 out of 9)
	94,534.85	Nero Engineering - WWTF upgrade & expansion project - June 2025
	33,405.37	Owatonna Area Chamber of Commerce - Lodging Tax June
	81,355.63	Owatonna Hospitality - Marriott - redevelopment TIF (year 3 out of 26)
	48,894.55	Owatonna Motor Company - 2025 Ford Explorer unit \$2523 - Stormwater
	27,584.80	Owatonna Pearl - redevelopment TIF 10-1 (year 3 out of 23)
	28,000.78	Pro-Pet economic development TIF (year 8 out of 9)
	440,273.68	Rice Lake Construction Group - WWTP Expansion - pay est #38
	28,802.50	Short Elliot Hendrickson - 18th St SE reconstruction services - July 2025
	22,609.32	South Pointe II - 18th St SW Apt bldg redevelopment TIF 8-2 (year 4 out of 10)
	32,045.96	South Pointe Owatonna - 18th St SW Apt bldg redevelopment TIF 8-1 (year 8 out of 14)
	153,070.12	Southeast Service Cooperative - Aug 2025 health ins premiums
	80,314.10	Steve James Excavating Inc -
		- 10TH Ave/Ridge Road storm pipe repair - \$2,817.60
		- 2025 overlay prep project #25004 est #1 - \$54,946.50
		- 15TH Street NE - remove/replace two structures and storm pipe - \$22,550.00
	27,494.30	US Bank - entire organization monthly credit card purchases - June/July 2025
\$	<u>254,059.39</u>	OTHER EXPENDITURES
	2,254,721.94	SUBTOTAL
	 113,696.00	 HRA HOUSING ASSISTANCE PAYMENTS
\$	<u><u>2,622,477.33</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

NOTE: Checks over \$20,000 are detailed out individually

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
384138	08/20/25	CLOVER CONNECT	3,189.47	R	Wire Transfer
384139	08/20/25	GLOBAL PAYMENTS INTEGRATED	16,121.30	R	Wire Transfer
384140	08/20/25	MN DEPT OF LABOR AND INDUSTRY	3,071.29	R	Wire Transfer
384141	08/20/25	MN DEPT OF REVENUE	14,499.91	R	Wire Transfer
384142	08/20/25	PAYMENTECH	111.71	R	Wire Transfer
384143	08/20/25	SOUTHEAST SERVICE COOPERATIVE	153,070.12	R	Wire Transfer
384144	08/20/25	US BANK	27,494.30	R	Wire Transfer
384145	08/20/25	WEX BANK	920.08	R	Wire Transfer
384146	08/20/25	WEX HEALTH INC	357.50	R	Wire Transfer
384147	08/26/25	A H HERMEL CANDY & TOBACCO CO	1,589.96	R	ACH
384148	08/26/25	ADVANCED ENGINEERING & ENVIRON	18,184.26	0	Regular
384149	08/26/25	ALEXANDER LUMBER COMPANY	530.70	0	Regular
384150	08/26/25	ALLIED BLACKTOP CO	19,188.00	0	Regular
384151	08/26/25	AMERICAN ENGINEERING TESTING	8,513.25	R	ACH
384152	08/26/25	AMERICAN RED CROSS	264.00	0	Regular
384153	08/26/25	ANCOM	922.50	R	ACH
384154	08/26/25	ANHORN'S GAS & TIRE	90.21	0	Regular
384155	08/26/25	APPLIED CONCEPTS INC	2,481.00	0	Regular
384156	08/26/25	ASPEN MILLS INCORPORATED	1,395.16	0	Regular
384157	08/26/25	AUSTIN DAILY HERALD	252.00	0	Regular
384158	08/26/25	AWARDS DIRECT INC	40.00	0	Regular
384159	08/26/25	B & B COLE PROPERTIES LLC	9,364.21	R	ACH
384160	08/26/25	BAKER & TAYLOR BOOKS	534.13	R	ACH
384161	08/26/25	BORDER STATES INDUSTRIES INC	39.84	R	ACH
384162	08/26/25	BOSCH AUTOMOTIVE SERVICE SOLUT	202,675.73	0	Regular
384163	08/26/25	CARR'S TREE SERVICE INC	9,500.00	0	Regular
384164	08/26/25	CAVALIER COACHES INC	995.00	0	Regular
384165	08/26/25	CDW GOVERNMENT INC	83.48	0	Regular
384166	08/26/25	CEMSTONE CONCRETE MATERIAL LLC	23,670.71	0	Regular
384167	08/26/25	CENTRAL FARM SERVICE	2,942.28	0	Regular
384168	08/26/25	CHILL-AQUI CORP	390.00	0	Regular
384169	08/26/25	CHRISTINE M TRYHUS	825.00	R	ACH
384170	08/26/25	CITY OF BLOOMING PRAIRIE	2,377.00	R	ACH
384171	08/26/25	CITY OF OWATONNA	64.15	0	Regular
384172	08/26/25	CLAREYS SAFETY EQUIPMENT	402.96	R	ACH
384173	08/26/25	COSTCO WHOLESALE CORPORATION	331,170.52	0	Regular
384174	08/26/25	CRYSTEEL TRUCK EQUIP	22,031.11	R	ACH
384175	08/26/25	CULLIGAN OF OWATONNA	41.25	R	ACH
384176	08/26/25	CURT'S TRUCK & DIESEL SERVICE	4,065.34	R	ACH
384177	08/26/25	DAIKIN APPLIED AMERICAS INC	82,371.15	R	ACH
384178	08/26/25	DAVE POLACEK	50.00	0	Regular
384179	08/26/25	DISH	120.97	0	Regular
384180	08/26/25	DONNA HENSEL	50.00	0	Regular
384181	08/26/25	DOUGLAS BRASE	50.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384182	08/26/25	EBSCO INFORMATION SERVICES	1,901.00	R	ACH
384183	08/26/25	EHLERS & ASSOCIATES INC	663.75	0	Regular
384184	08/26/25	EQUITY GROWTH	48,291.74	0	Regular
384185	08/26/25	FAREWAY STORES INC	21,822.44	0	Regular
384186	08/26/25	FARIBAULT CO SHERIFF'S OFFICE	6,660.91	0	Regular
384187	08/26/25	FIELD TRAINING SOLUTIONS	295.00	0	Regular
384188	08/26/25	FIRST SUPPLY OWATONNA	95.34	R	ACH
384189	08/26/25	FLAHERTY & HOOD PA	5,366.00	R	ACH
384190	08/26/25	FOAMCRAFT PACKAGING INC	1,804.01	0	Regular
384191	08/26/25	FOUR SEASONS ELECTRIC	307.70	R	ACH
384192	08/26/25	GALLAGHER BENEFIT SERVICES INC	1,041.67	R	ACH
384193	08/26/25	GENA LIMING	50.00	0	Regular
384194	08/26/25	GENUINE PARTS COMPANY - NAPA	1,012.45	R	ACH
384195	08/26/25	HILLYARD INC	1,331.25	0	Regular
384196	08/26/25	HORIZON COMMERCIAL POOL SUPPLY	8,044.28	R	ACH
384197	08/26/25	IFACS	660.90	R	ACH
384198	08/26/25	INNOVATIVE OFFICE SOLUTIONS	124.89	0	Regular
384199	08/26/25	INTEGRATED PROCESS SOLUTIONS I	124,638.00	R	ACH
384200	08/26/25	INTERSTATE SERVICES INC	150.00	R	ACH
384201	08/26/25	IVONNE PRADO	135.90	0	Regular
384202	08/26/25	JAMES GARRETT	135.90	0	Regular
384203	08/26/25	JEFF PRATT	50.00	0	Regular
384204	08/26/25	JOHN HONETSCHLAGER	6,620.00	0	Regular
384205	08/26/25	JOHN'S APPLIANCE & A/C SERVICE	360.00	R	ACH
384206	08/26/25	KAB PROPERTIES	42,463.31	0	Regular
384207	08/26/25	KARI MARIE JACOTT LPCC	450.00	0	Regular
384208	08/26/25	KENNETH NISSEN	50.50	0	Regular
384209	08/26/25	KWIK TRIP INC	21.80	0	Regular
384210	08/26/25	LARRY SIMONSON	50.00	0	Regular
384211	08/26/25	LAWSON AUTOMOTIVE LLC	2,101.27	R	ACH
384212	08/26/25	LAWSON PRODUCTS	290.05	0	Regular
384213	08/26/25	LEAGUE OF MN CITIES INS TRUST	724.49	0	Regular
384214	08/26/25	LEGENCE SUBSIDIARY HOLDINGS LL	229,408.13	R	ACH
384215	08/26/25	LINDA JAEGER	50.00	0	Regular
384216	08/26/25	LOCKRIDGE GRINDAL NAUEN PLLP	3,333.33	0	Regular
384217	08/26/25	MACQUEEN EQUIPMENT CO	10,648.81	R	ACH
384218	08/26/25	MANKE'S OUTDOOR EQUIP & APPL	20.99	R	ACH
384219	08/26/25	MARCO TECHNOLOGIES LLC	643.81	R	ACH
384220	08/26/25	MARTIN-MCALLISTER	1,800.00	R	ACH
384221	08/26/25	MCNEILUS STEEL INC	208.40	R	ACH
384222	08/26/25	METRO SALES INC	1,786.38	0	Regular
384223	08/26/25	METRNET SYSTEMS HOLDINGS LLC	39.74	R	ACH
384224	08/26/25	MIDWEST TAPE LLC	603.25	R	ACH
384225	08/26/25	MINER'S OUTDOOR & RECREATION	2,040.00	0	Regular
384226	08/26/25	MINNESOTA HYDRO VAC LLC	5,795.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384227	08/26/25	MN TRANSPORTATION ALLIANCE	832.00	0	Regular
384228	08/26/25	MOUND OWATONNA LLC	27,793.14	0	Regular
384229	08/26/25	MTI DISTRIBUTING INC	790.49	R	ACH
384230	08/26/25	NEOGOV	4,394.17	R	ACH
384231	08/26/25	NERO ENGINEERING	94,534.85	R	ACH
384232	08/26/25	NORTHLAND FARM SYSTEMS	85.98	R	ACH
384233	08/26/25	OLMSTED MEDICAL CENTER	158.00	0	Regular
384234	08/26/25	OWATONNA AREA CHAMBER OF COMM	33,405.37	0	Regular
384235	08/26/25	OWATONNA HEATING & COOLING INC	242.00	R	ACH
384236	08/26/25	OWATONNA HOSPITALITY I, LLC	81,355.63	0	Regular
384237	08/26/25	OWATONNA MOTOR COMPANY	48,894.55	0	Regular
384238	08/26/25	OWATONNA PEARL	27,584.80	0	Regular
384239	08/26/25	OWATONNA SOFTBALL ASSN	5,860.00	0	Regular
384240	08/26/25	OWT HARDWARE	226.24	0	Regular
384241	08/26/25	PEPSI COLA OF ROCHESTER	1,931.55	0	Regular
384242	08/26/25	PRO-PET LLC	28,000.78	0	Regular
384243	08/26/25	RAMY TURF PRODUCTS	2,439.80	0	Regular
384244	08/26/25	RICE LAKE CONSTRUCTION GROUP	440,273.68	R	ACH
384245	08/26/25	RICHARD SKALA	50.00	0	Regular
384246	08/26/25	RL HOLDINGS	8,657.81	R	ACH
384247	08/26/25	ROOT RIVER HARDWOODS INC	92.00	0	Regular
384248	08/26/25	SAFE-FAST INC	135.00	R	ACH
384249	08/26/25	SCHILLING SUPPLY CO	770.34	R	ACH
384250	08/26/25	SCHOLASTIC INC	30.86	R	ACH
384251	08/26/25	SHANTEL DULAS	50.00	0	Regular
384252	08/26/25	SHARE CORPORATION	351.37	R	ACH
384253	08/26/25	SHERWIN WILLIAMS COMPANY	182.87	0	Regular
384254	08/26/25	SHORT ELLIOTT HENDRICKSON INC	28,802.50	R	ACH
384255	08/26/25	SHRED RIGHT	132.03	R	ACH
384256	08/26/25	SOUTH POINTE II LLC	22,609.32	0	Regular
384257	08/26/25	SOUTH POINTE OWATONNA	32,045.96	0	Regular
384258	08/26/25	SPHERION STAFFING LLC	1,229.73	0	Regular
384259	08/26/25	SPLIT ROCK MANAGEMENT INC	4,038.26	R	ACH
384260	08/26/25	STEELE COUNTY TREASURER	6,245.00	0	Regular
384261	08/26/25	STEVE JAMES EXCAVATING INC	80,314.10	R	ACH
384262	08/26/25	STEWART COMPANIES INC	356.87	0	Regular
384263	08/26/25	STEWART SANITATION	2,052.28	0	Regular
384264	08/26/25	SYNCHRONY BANK	402.82	0	Regular
384265	08/26/25	SYNCHRONY BANK - LOWE'S	1,728.32	0	Regular
384266	08/26/25	T-MOBILE	1,305.35	0	Regular
384267	08/26/25	THE TESSMAN COMPANY	771.33	0	Regular
384268	08/26/25	THOMAS SCIENTIFIC HOLDINGS LLC	4,745.28	R	ACH
384269	08/26/25	TOR SPERLING	172.94	R	ACH
384270	08/26/25	TOR SPERLING	99.95	R	ACH
384271	08/26/25	ULLAND BROTHERS INC	650.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384272	08/26/25	UTILITY CONSULTANTS INC	91.56	R	ACH
384273	08/26/25	VAN METER INC	33.45	0	Regular
384274	08/26/25	VENTURE HYDRAULICS INC	238.31	R	ACH
384275	08/26/25	VERIZON WIRELESS	2,221.98	0	Regular
384276	08/26/25	VESTIS GROUP INC	311.09	0	Regular
384277	08/26/25	WALBRAN & FURNESS CHARTERED	5,123.25	R	ACH
384278	08/26/25	WASECA COUNTY HWY DEPT	28.81	0	Regular
384279	08/26/25	WEN-COL INC	756.59	0	Regular
384280	08/26/25	WENCL PLUMBING	150.00	0	Regular
384281	08/26/25	WEST PUBLISHING CORPORATION	641.03	R	ACH
384282	08/26/25	WOLFF AND SONS INC	2,166.00	R	ACH
384283	09/01/25	ACADEMY APARTMENTS OF OWA LLC	1,999.00	R	ACH
384284	09/01/25	ALL AREA MANAGEMENT LLC	2,220.00	R	ACH
384285	09/01/25	APACHE APARTMENTS	667.00	R	ACH
384286	09/01/25	ATM PROPERTIES LLC	1,351.00	R	ACH
384287	09/01/25	ATR HOLDINGS	923.00	R	ACH
384288	09/01/25	AUSTIN HRA	618.00	0	Regular
384289	09/01/25	BARRY GILLESPIE	850.00	R	ACH
384290	09/01/25	BROWN CYNTHIA	524.00	R	ACH
384291	09/01/25	BRYCEN GREGOR	4,732.00	R	ACH
384292	09/01/25	CAPELLE COMPANIES LLC	564.00	R	ACH
384293	09/01/25	CEDAR RIDGE APARTMENTS	392.00	R	ACH
384294	09/01/25	CEDAR ROSE ASSOCIATES LLC	1,360.00	R	ACH
384295	09/01/25	CEDAR RUN TOWN HOMES MDI #41	3,195.00	R	ACH
384296	09/01/25	CEDARDALE NORTH APARTMENTS	844.00	R	ACH
384297	09/01/25	CEDARDALE SOUTH APARTMENTS	502.00	R	ACH
384298	09/01/25	CEDARDALE WEST APARTMENTS	593.00	R	ACH
384299	09/01/25	CHAD STANNARD	548.00	R	ACH
384300	09/01/25	CHASE BLUM	629.00	R	ACH
384301	09/01/25	CHRIS PROHASKI	1,344.00	R	ACH
384302	09/01/25	CHRIS PROHASKI II	570.00	R	ACH
384303	09/01/25	COMMON CENTS PROPERTIES LLC	323.00	R	ACH
384304	09/01/25	COOPERS COURT LLC	449.00	R	ACH
384305	09/01/25	DAKOTA STEARNS PROP LLC	1,161.00	R	ACH
384306	09/01/25	DANIEL SCHLEGEL	486.00	R	ACH
384307	09/01/25	EEK, LLC	2,791.00	R	ACH
384308	09/01/25	FREDRICKSON PROPERTIES	1,348.00	R	ACH
384309	09/01/25	IMAGE APARTMENT	7,040.00	R	ACH
384310	09/01/25	JULIE WERSAL	705.00	R	ACH
384311	09/01/25	KEG INVESTMENTS LLC	1,699.00	R	ACH
384312	09/01/25	KEITH MARTIN	1,400.00	R	ACH
384313	09/01/25	KLEVOS GREG	820.00	R	ACH
384314	09/01/25	L&L LEGACY PROPERTIES	1,344.00	R	ACH
384315	09/01/25	LINCOLN SQUARE APARTMENTS	7,344.00	R	ACH
384316	09/01/25	LWO LIMITED PARTNERSHIP #116	5,077.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
384317	09/01/25	MARQUARDT DENNIS	2,359.00	R	ACH
384318	09/01/25	MARTIN FAMILY LLC	3,657.00	R	ACH
384319	09/01/25	MCCAULEY CONSTRUCTION	434.00	R	ACH
384320	09/01/25	MOSSEE PROP INV LLC	660.00	R	ACH
384321	09/01/25	NECHVILLE SUSAN	1,773.00	R	ACH
384322	09/01/25	NORTH HILLS ESTATE LLC	7,423.00	R	ACH
384323	09/01/25	NORTHCOURT APARTMENTS	742.00	R	ACH
384324	09/01/25	NORTHGATE	2,413.00	R	ACH
384325	09/01/25	NORTHSTAR HOLDINGS LLC	1,515.00	R	ACH
384326	09/01/25	NORTHWEST MANOR	4,769.00	R	ACH
384327	09/01/25	NRB PROPERTIES	406.00	R	ACH
384328	09/01/25	OWATONNA PUBLIC UTILITIES	472.00	R	ACH
384329	09/01/25	PARKVIEW OWATONNA LLC	573.00	R	ACH
384330	09/01/25	PETER BIEL	1,700.00	R	ACH
384331	09/01/25	PHILLIP L BRUHA	1,226.00	R	ACH
384332	09/01/25	POSITIVE SHARE LLC	552.00	R	ACH
384333	09/01/25	PROHASKI PROPERTIES	1,057.00	R	ACH
384334	09/01/25	QUALITY RENTALS OF OWATONNA LL	952.00	R	ACH
384335	09/01/25	REDLINE DEVELOPMENT GRP LLC	325.00	R	ACH
384336	09/01/25	RICHARD ELLINGSON	688.00	R	ACH
384337	09/01/25	SIXSPARKS LLC	627.00	R	ACH
384338	09/01/25	SMITH REAL ESTATE LLC	1,151.00	R	ACH
384339	09/01/25	SPERO	3,364.00	R	ACH
384340	09/01/25	SUMMIT MANOR	482.00	R	ACH
384341	09/01/25	SUSAN I JOHNSON	3,970.00	R	ACH
384342	09/01/25	USDA RURAL DEVELOPMENT	634.00	0	Regular
384343	09/01/25	USDA RURAL DEVELOPMENT	476.00	0	Regular
384344	09/01/25	WILLOW RUN I MDI #58	3,895.00	R	ACH
384345	09/01/25	WILLOW RUN II MDI #85	4,224.00	R	ACH
384346	09/01/25	YOUNGDAHL DEVELOPMENT LLC	2,622.00	R	ACH
384347	09/01/25	ZK INVESTORS LLC	2,143.00	R	ACH

82	Checks total:	1,092,062.45
119	ACH total:	1,311,579.20
0	EFTPS total:	
9	Wire transfer total:	218,835.68
0	Payment Manager total:	
210	GRAND TOTALS	2,622,477.33



CITY OF
OWATONNA

Ordinances



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: First Reading Proposed Ordinance 25-10 Salary Adjustment - Elected Officials

Purpose:

Request Council approval of the first reading of Proposed Ordinance 25-10 to amend Code Section 32.001 of the 2015 Code of Ordinances for the City of Owatonna. This will authorize an increase in the salaries to be paid to the City's Elected Officials beginning January 2027.

Background:

Salaries for the elected officials were last reviewed in September 2021 for change effective January 1, 2023. Ordinance 1577 approved April 3, 2018, requires quadrennial review of our city officials' salaries. The State requires any change to elected officials' salaries become effective for officials in office following the next General Election. Any changes would become effective with payments during January 2027 following the next General Election held in November 2026.

Budget Impact:

Additional disbursement of \$9,600.00 per year beginning in FY 2027.

Staff Recommendation:

Staff recommends approval of the first reading of Proposed Ordinance 25-10.

Attachments:

1. Proposed Ordinance 25-10 Elected Official's Salary Adjustment

Proposed Ordinance No. 25-10

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 32 ENTITLED "OFFICIALS,
EMPLOYEES AND ORGANIZATIONS" OF THE
2015 ORDINANCE CODE OF THE CITY OF OWATONNA

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

Section 32.001: Amount of Salaries.

Subd. 1. Council Members The salary of each Council Member of the City of Owatonna, except the President of the Council and Vice President of the Council shall be ~~\$1,000~~ \$1,100 per month from and after January 1, ~~2023~~, 2027.

Subd. 2. President of the Council. The salary of the President of the Council of the City of Owatonna shall be ~~\$1,150~~ \$1,250 per month from and after January 1, ~~2023~~, 2027.

Subd. 3. Vice President of the Council. The salary of the Vice President of the Council of the City of Owatonna shall be ~~\$1,100~~ \$1,200 per month from and after January 1, ~~2023~~, 2027.

Subd. 4. Mayor of the Council. The salary of the Mayor of the City of Owatonna shall be ~~\$1,200~~ \$1,300 per month from and after January 1, ~~2023~~, 2027.

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

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

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2025.

Matt Jessop, Mayor

ATTEST:

Jenna Tuma, City Administrator/City Clerk



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: First Reading Proposed Ordinance 25-11 Update Code Section 113 Alcoholic Beverages - Hours for Sunday On-Sales

Purpose:

Request Council approval of Proposed Ordinance 25-11 for updates to the City's 2015 Code of Ordinances regarding hours of operation on Sunday for On-Sale Liquor Licenses.

Background:

This ordinance will update two sections within our current city code regarding the hours of sale liquor may be served on Sundays. In 2015, the State Legislature amended Minn State Ch. 304A by changing the hours alcohol may be served on Sundays beginning at 8:00 a.m. (instead of 10:00 a.m.) until 2:00 a.m. (instead of 1:00 a.m.) Mondays.

City Code 113.050, entitled "State Law Adopted" provides that when the Legislature amends the state statute the amendments deemed adopted by the City and a part of the City Code as if set out in full.

This ordinance, a housekeeping measure, was reviewed and recommended by City Attorney Walbran. Amendments will be made to clarify two sections of the city's 2015 Code of Ordinances in Chapter 113 - Alcoholic Beverages: Section 113.052(D)(6) and Section 113.056(B)(1)(b).

Section 113.052 License Procedures (D) Special License for Sunday Sales will provide:

- (6) A licensee holding a special license under this division (D) is authorized to sell alcoholic beverages for consumption on the premises in conjunction with the sale of food between the hours of ~~10:00 am~~ **8:00 am** on Sundays and ~~1:00~~ **2:00** a.m. on Mondays.

Section 113.056 License Conditions (B) Hours of Sale will provide:

- (1) No sale of intoxicating liquor for consumption on the licensed premises may be made:
 - (b) After 1:00 a.m. on Sunday, except as provided by 113.052(D)(~~5~~) **(6)** of this chapter.

Budget Impact:

None.

Staff Recommendation:

Staff recommend approval of this first reading of Proposed Ordinance 25-11 and set the second/final reading during the next City Council Meeting on September 16, 2025.

Attachments:

1. Proposed Ordinance 25-11 Sunday Liquor Hours

Proposed Ordinance No. 25-11
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 113 ALCOHOLIC BEVERAGES

WHEREAS, City Code §113.050 entitled "State Law Adopted" provides that Minn. Stat. Ch. 340A, "as it may be amended from time to time", by the Legislature is adopted and made part of the City Code as if set out in full, and

WHEREAS, in 2015, the State Legislature amended Minn Stat. Ch 340A.504 regulating the hours of sale for on-sale liquor licenses with a special Sunday license permitting the sale of alcoholic beverages in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 2:00 a.m. on Mondays.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance § 113.052(D)(6) is hereby amended to conform to the hours of sale in Minn. Stat. § 340A.504, subd. 3(a) as follows:

§ 113.052(D)(6) A licensee holding a special license under this division (D) is authorized to sell alcoholic beverages for consumption on the premises in conjunction with the sale of food between the hours of ~~10:00 a.m.~~ 8:00 a.m. on Sundays and ~~1:00 a.m.~~ 2:00 a.m. Mondays; provided that the licensee is in conformance with the Clean Air Act, being Minn. Stat. § 144.411 through 144.417.

SECTION 2. Ordinance § 113.056(B)(1)(b) is hereby amended to conform to the hours of sale in Minn. Stat. § 340A.504, subd. 3(a), as follows:

§ 113.056(B)(1)(b) after 1:00 a.m. on Sunday, except as provided by § 113.052(D)(~~5~~)(6) of this chapter.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication.

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

Aye:

No:

Absent:

Approved and signed this _____ day of _____, 2025.

ATTEST:

Matt Jessop, Mayor

Jenna Tuma, City Administrator/City Clerk



CITY OF
OWATONNA

Resolutions



DATE: September 2, 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
<u>Proposed Development:</u>	
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:	7 th 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 7 th 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.

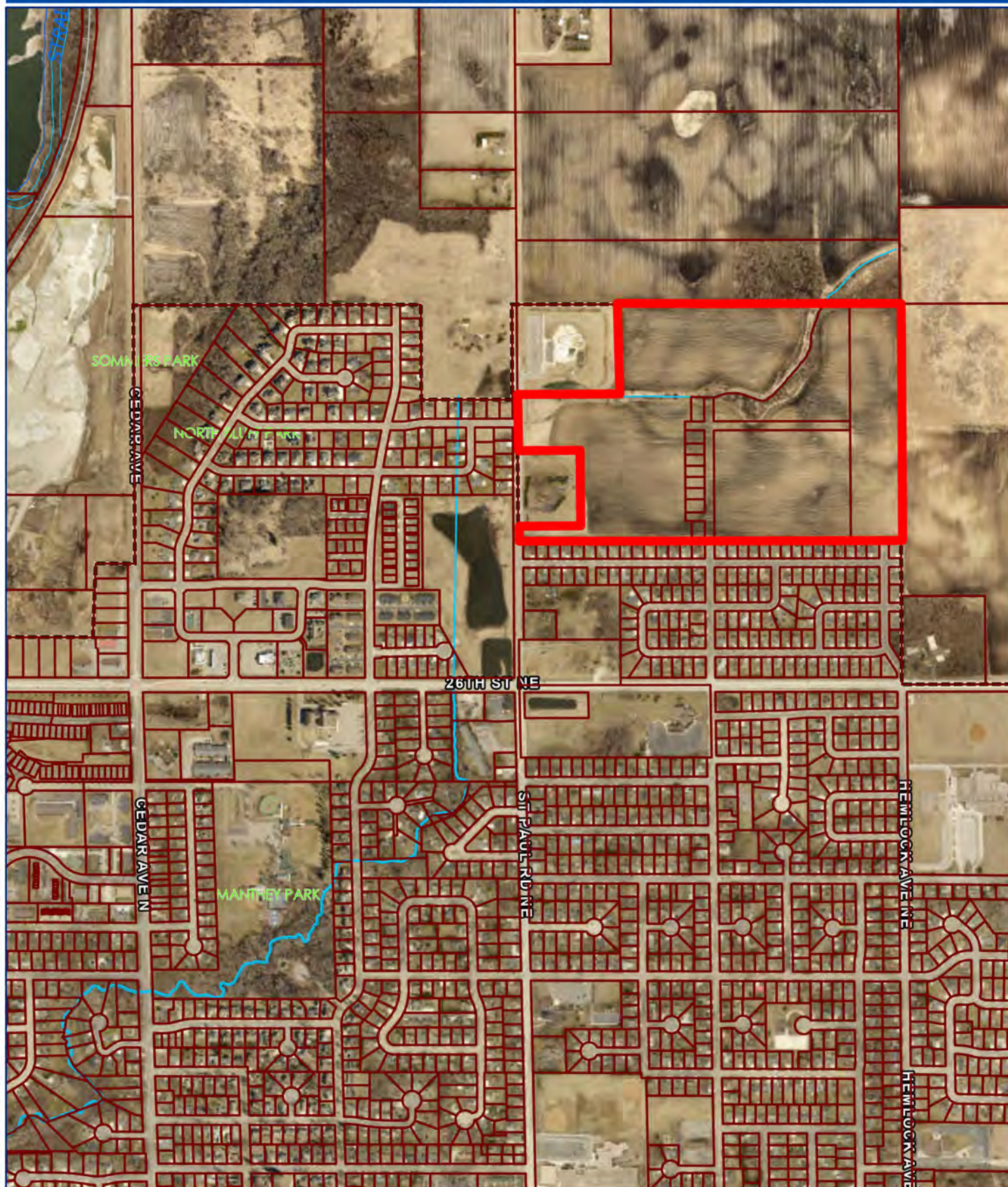
Planning Commission:

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.

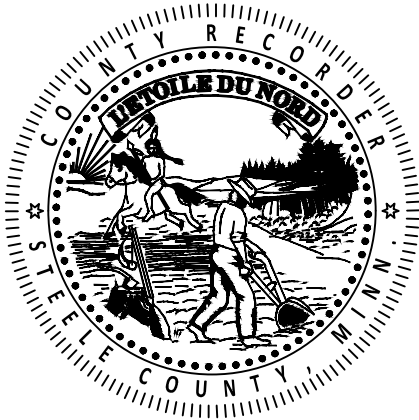
_____, Steele County, Minnesota

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

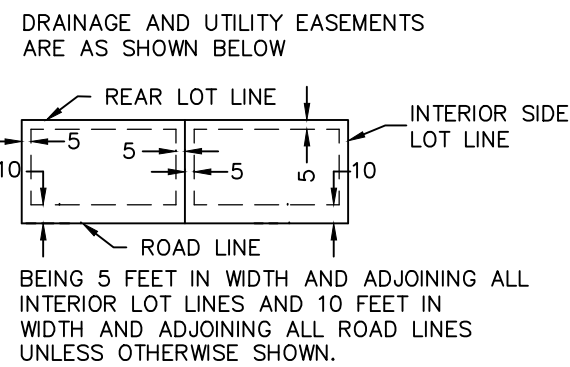
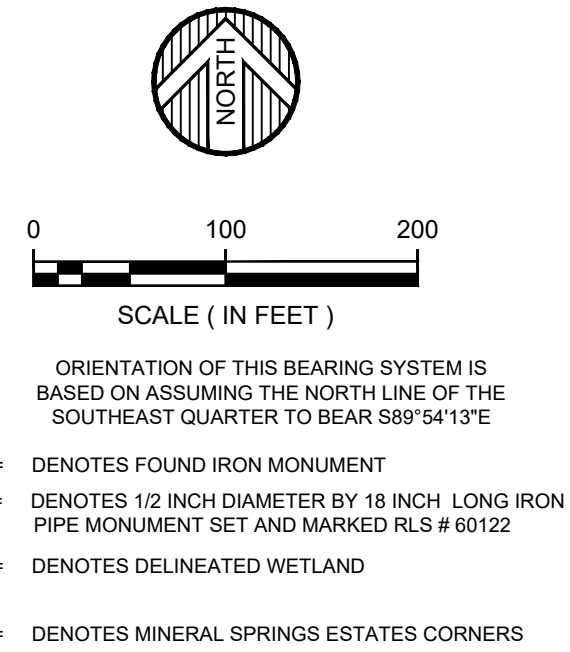
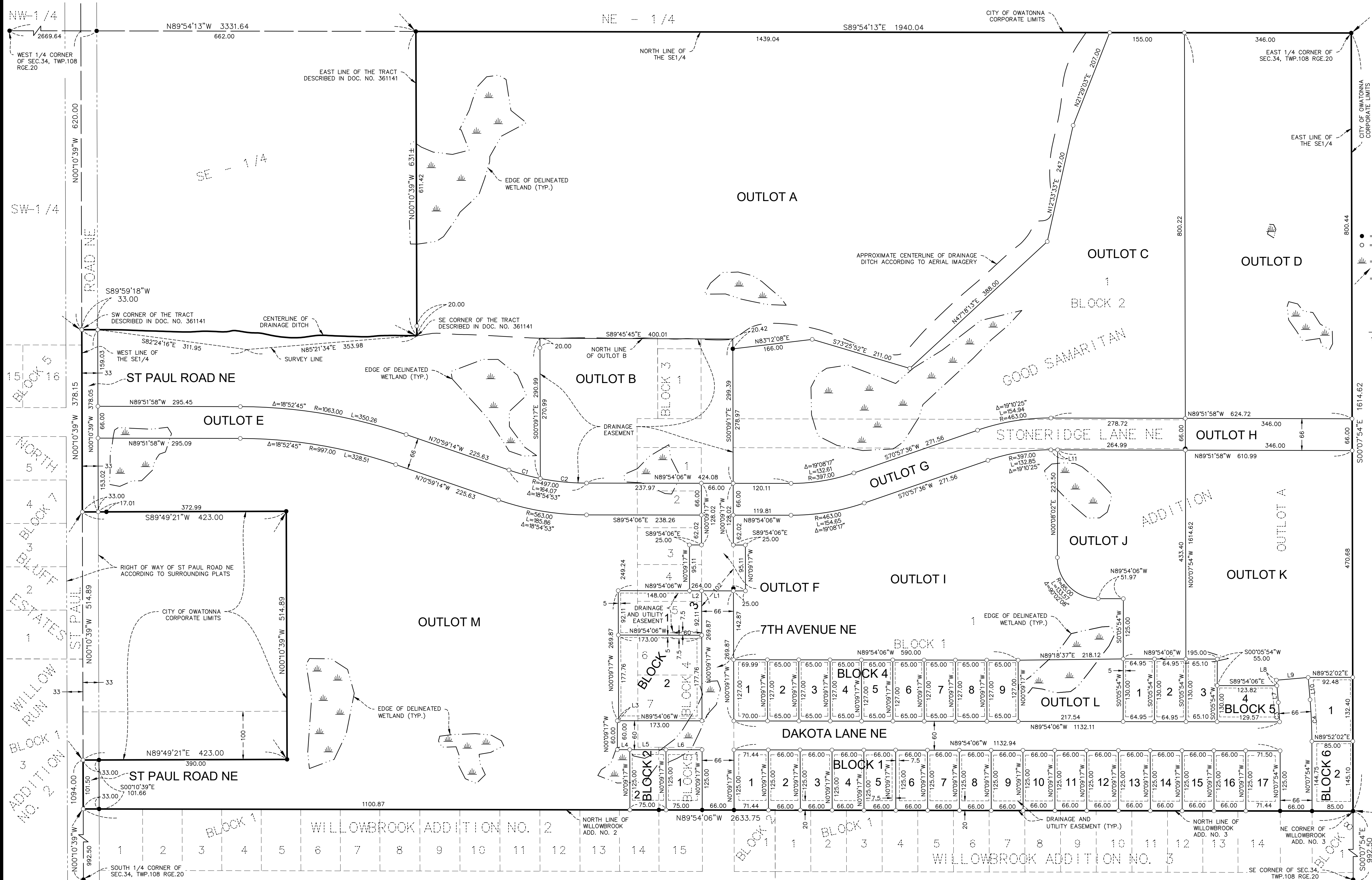
at _____ o'clock _____ M. in Book _____ of Plats, Page _____ as Document

Number _____.

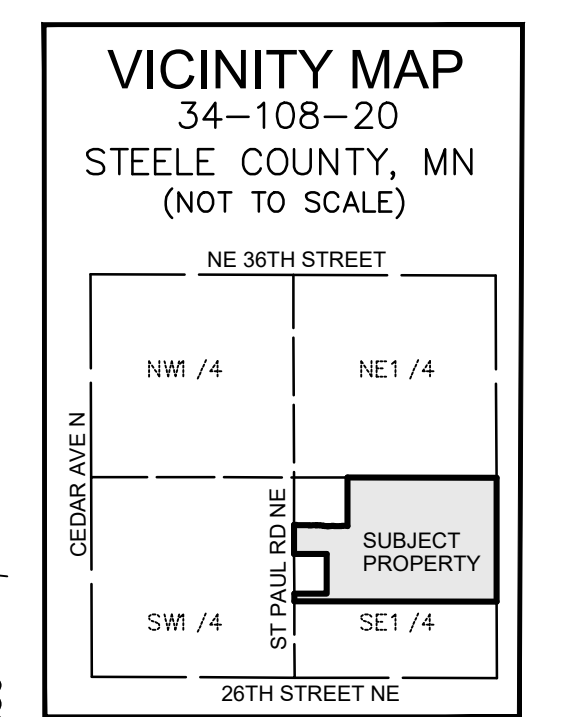
Rick G. Kvien, County Recorder, Steele County, Minnesota



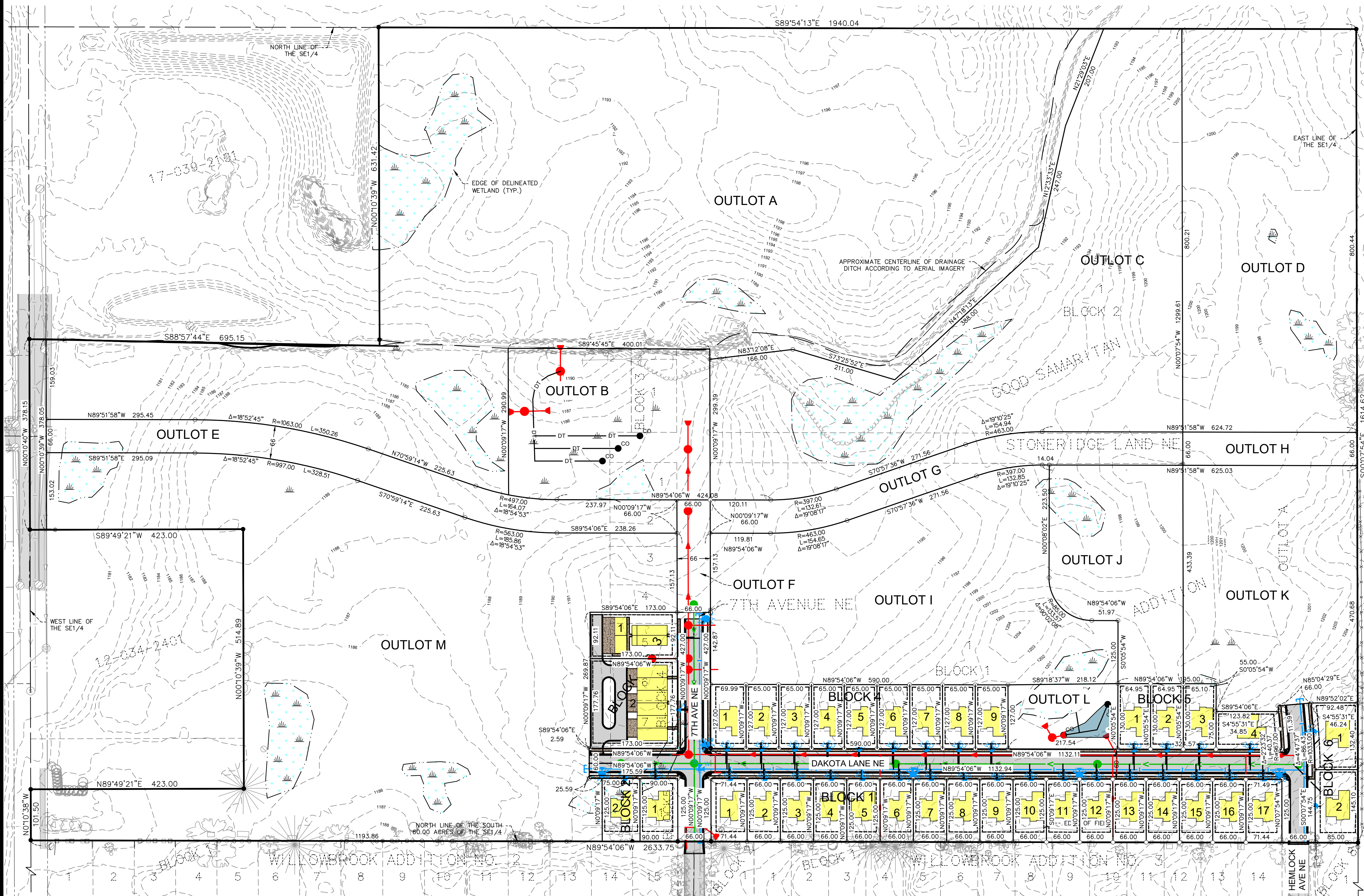
MINERAL SPRINGS ESTATES



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



LEGEND

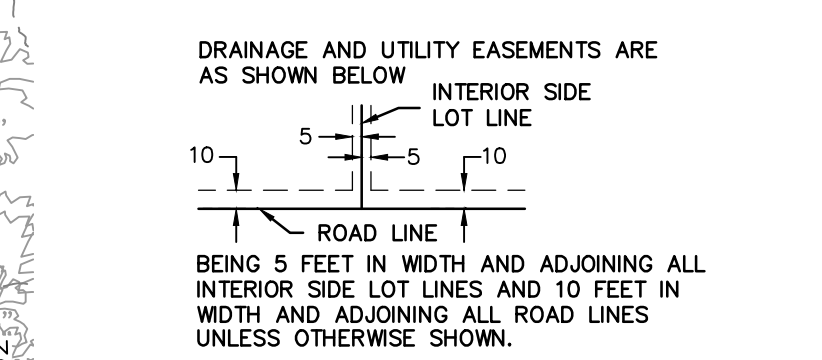
- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41643
- ⊙ = DENOTES FOUND IRON MONUMENT
- ⊙ = DENOTES SHRUB
- ⊙ = DENOTES CONIFEROUS TREE
- ⊙ = DENOTES DECIDUOUS TREE
- ⊙ = DENOTES TELEPHONE PEDESTAL
- ⊙ = DENOTES WATER HYDRANT
- =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

SCALE (IN FEET)

0 100 200

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

ELEVATIONS BASED ON NAVD88 VERTICAL DATUM



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).

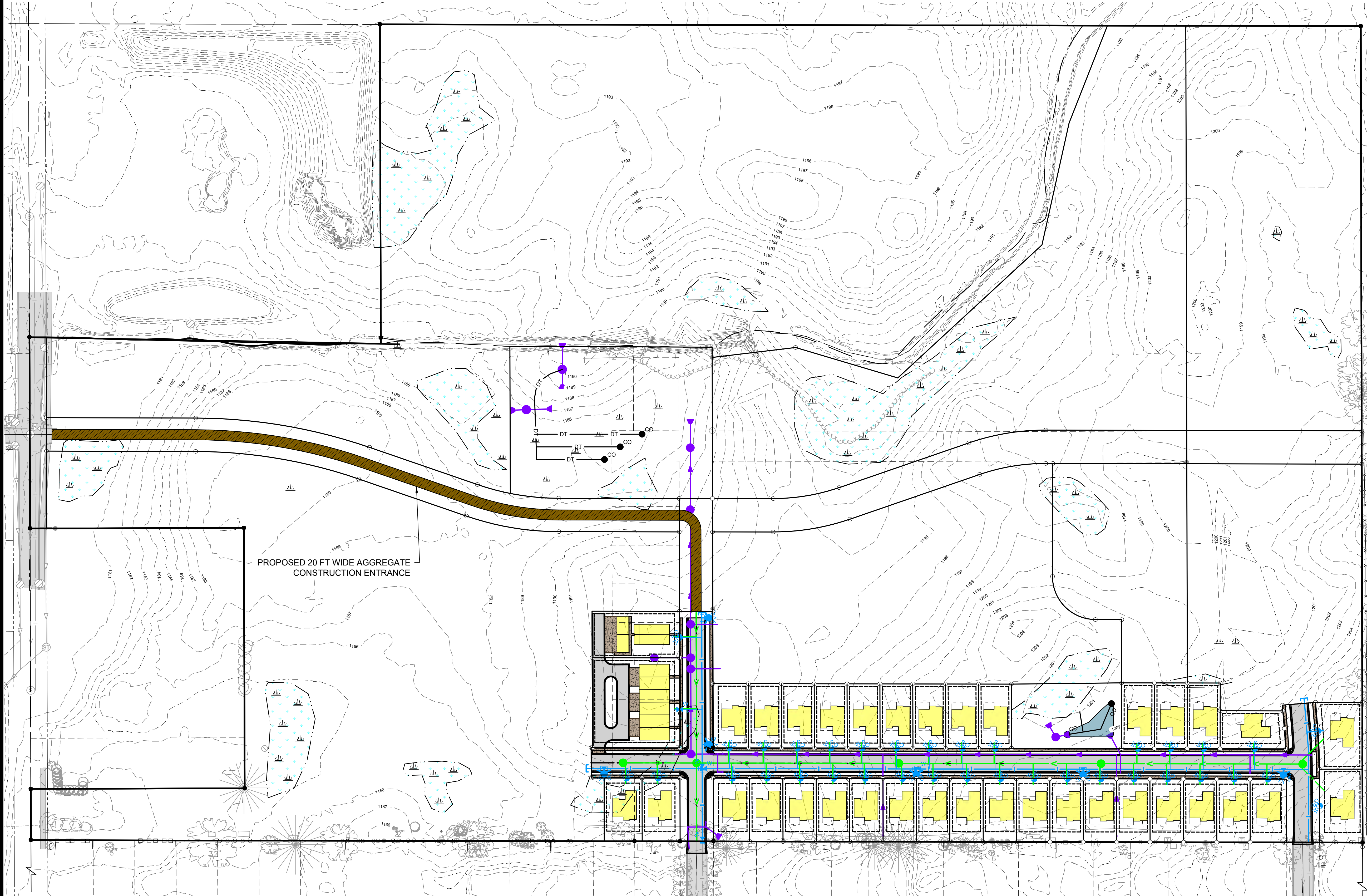
ACCORDING TO THE STEELE COUNTY ON-LINE PARCEL MAPPING APPLICATION, THE SUBJECT PROPERTY IS CURRENTLY LOCATED WITHIN THE PUD PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

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.

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

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
PIPE MONUMENT SET AND MARKED RLS # 41643
 - ⦿ = DENOTES FOUND IRON MONUMENT
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 - ⊕ = 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

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.

PROPOSED FEATURES LEGEND

	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

PUD Zoning Summary

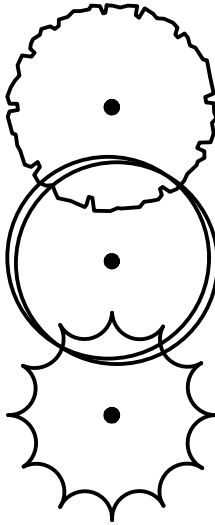
Single-family Detached Lot Size:
Width: 65 ft minimum
Depth: 120' (+/-)
Lot Area: 7,800 sq ft minimum

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

Minimum Lot Area Per Unit:
Townhouse: 4,000 sq ft
6-Unit Multi-family: 1,700 sq ft

Minimum Off-street Parking :
Two Stalls per unit

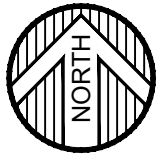
CONCEPT PLANT SCHEDULE



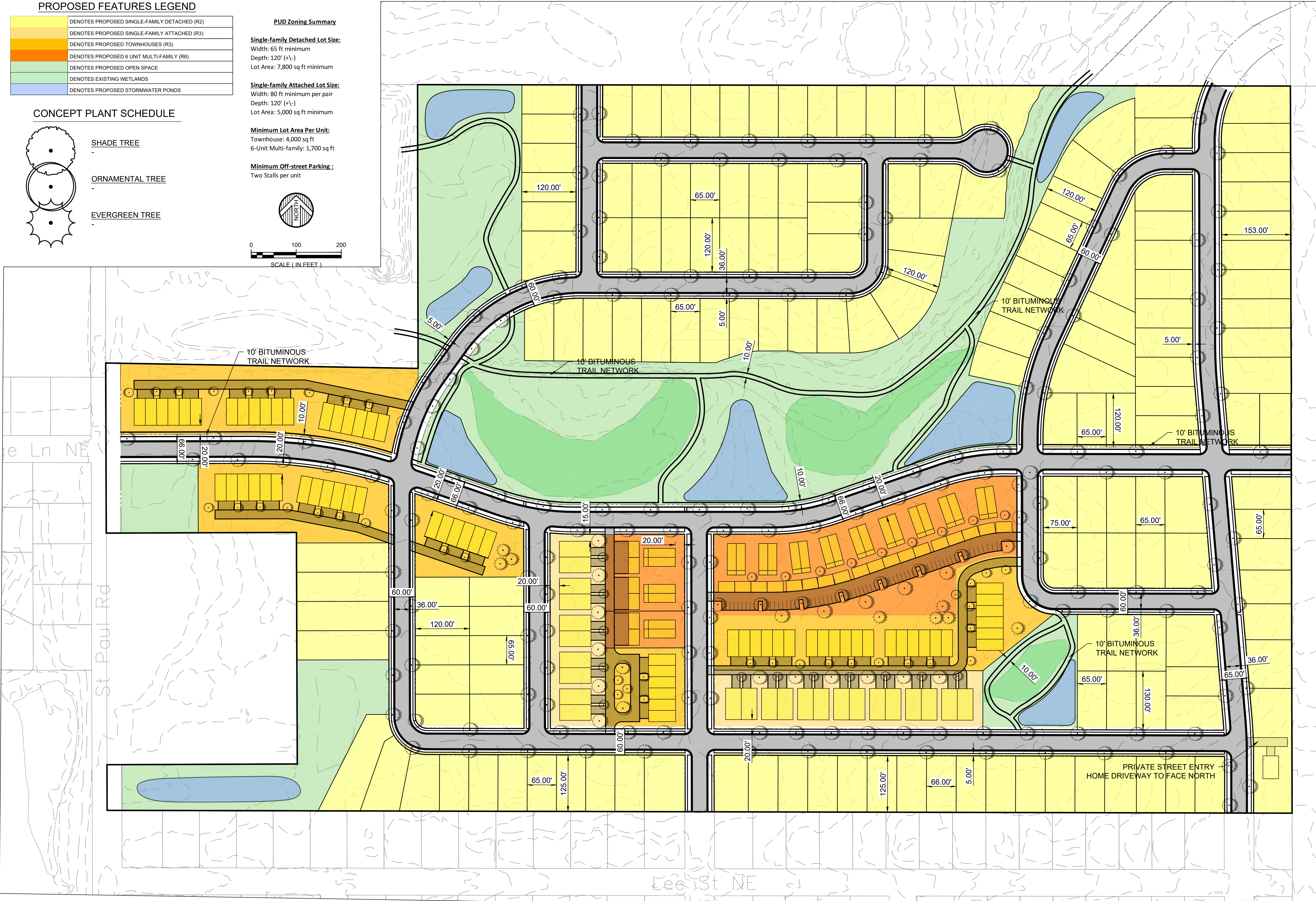
SHADE TREE

ORNAMENTAL TREE

EVERGREEN TREE



0 100 200
SCALE (IN FEET)



MINERAL SPRINGS ESTATES

MINERAL SPRINGS ESTATES, LLC

OWATONNA, MINNESOTA

DATE: APRIL 2023

SCALE: AS SHOWN

DRAWN BY: RSH

CHECKED BY: CNB

JOB NUMBER: 2022-11572

BY:

REVISIONS DESCRIPTION

DATE

REVIEW

WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

MINERAL SPRINGS ESTATES

MINERAL SPRINGS ESTATES, LLC

OWATONNA, MINNESOTA

PUD SITE PLAN

SHEET NO.

1

SHEET

OF

HEREBY CERTIFY THAT THIS IS AN SPECIFICATION REPORT

PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION

AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER

THE LAWS OF THE STATE OF MINNESOTA

DATE: 4/21/2023 LIC. NO. 44228

J:\HAS Capital Advisors LLC\44915\2022-11572\CADD\Civil\C-SP-2022-11572-PUD.dwg Plotted by:Ben Stevens 4/21/2023 5:40:34 PM © 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Page 69 of 213



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: September 2, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 46-25 Land Development Agreement - 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.

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.

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.

Staff Recommendation:

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

Attachments:

1. Resolution 46-25 Land Development Agreement
2. Land Development Agreement - Mineral Springs Estates, LLC

RESOLUTION NO. 46-25
RESOLUTION APPROVING A LAND DEVELOPMENT AGREEMENT

WHEREAS, on September 2, 2025, the City of Owatonna approved Resolution 45-26, approving the Final Plat of the Mineral Springs Estates Addition; and

WHEREAS, Mineral Springs Estates LLC, is the owner of the property known as the Mineral Springs Estates Addition; and

WHEREAS, the owner and the city agree that the Land Development Agreement attached shall serve to facilitate the orderly and efficient development of the project;

BE IT RESOLVED by the City Council approves the attached Land Development Agreement for the Mineral Springs Estates Additions and the Mayor and City Administrator are hereby authorized and directed to execute this Land Agreement on behalf of the City.

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 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

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 _____ Karen Lange, Trustee _____

Slate 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

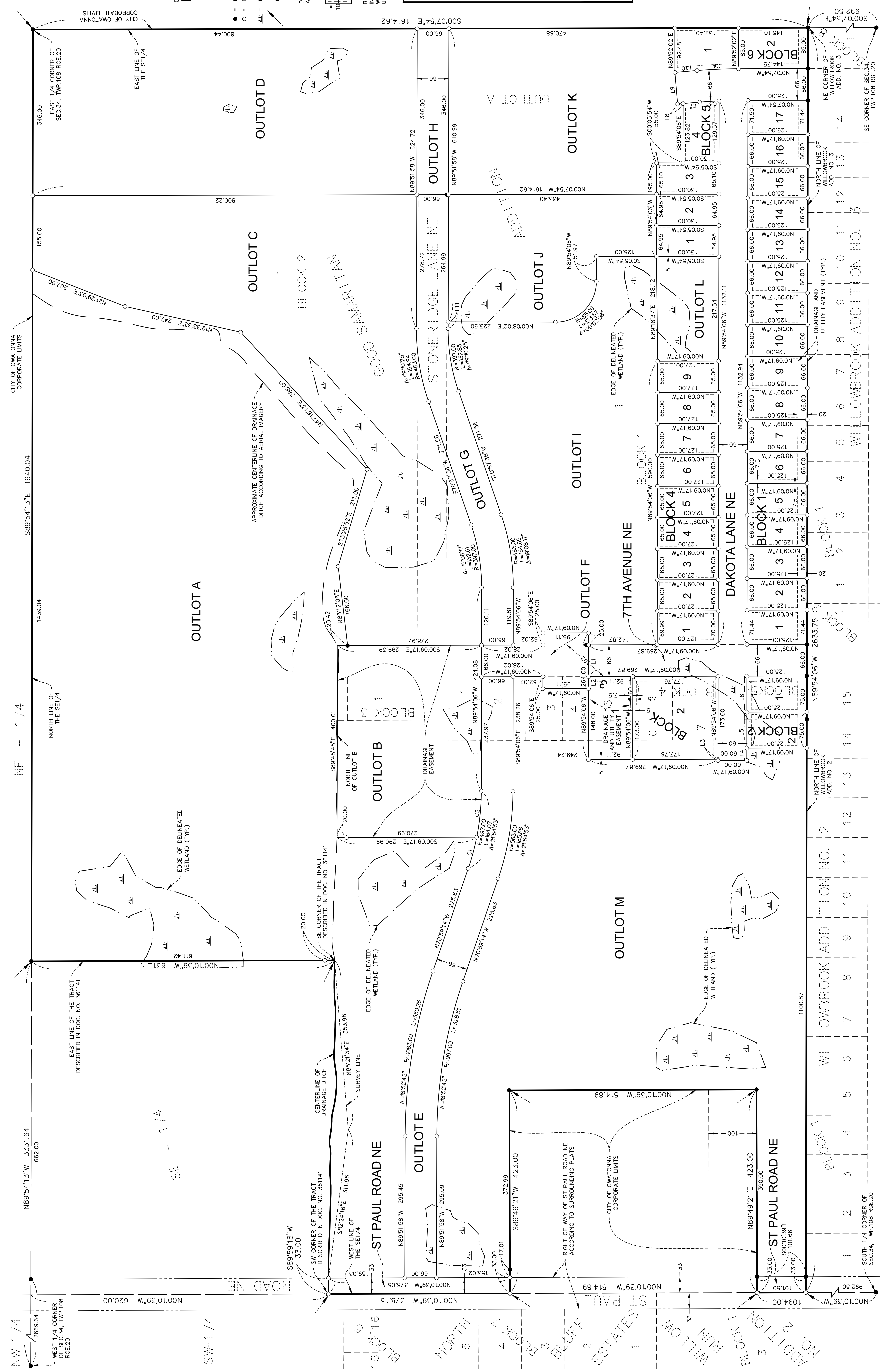
Filed in the office of the County Recorder, this _____ day of _____, 20____.

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

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



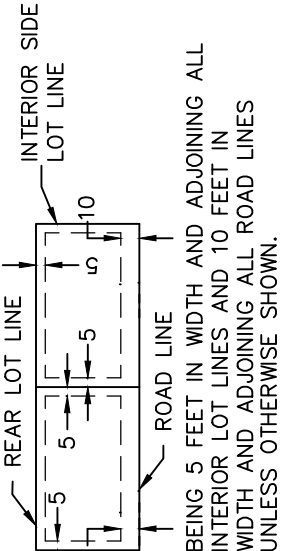
MINERAL SPRINGS ESTATES



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)

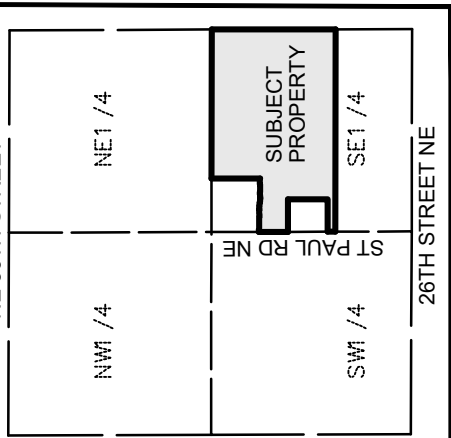


Exhibit B

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

Exhibit C

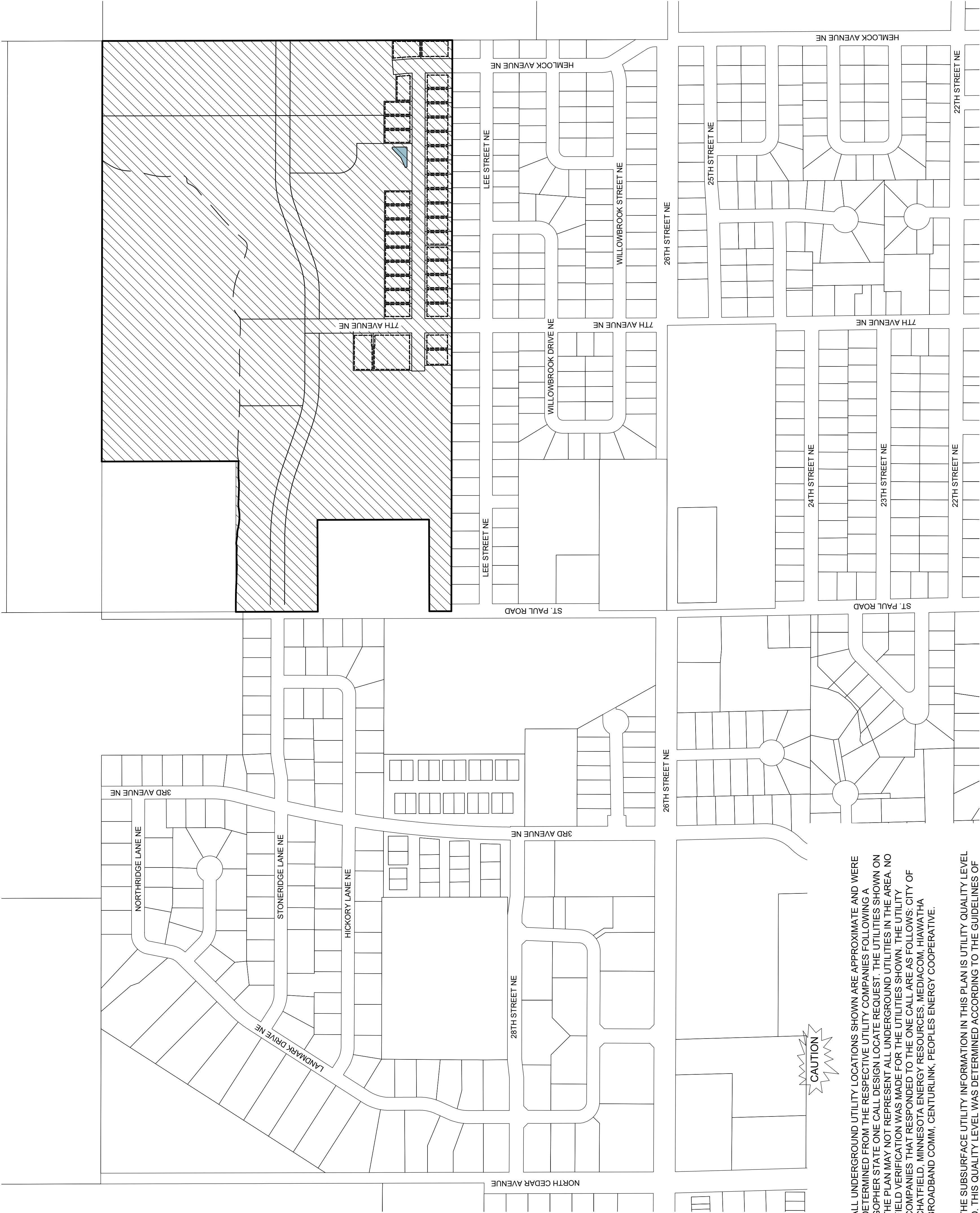
(Construction Plans)

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.

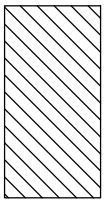


INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET
2	LEGEND
3	TYPICAL SECTIONS
4	CONSTRUCTION NOTES & STANDARD PLATES
5 - 7	STANDARD PLATES
8 - 9	PLAN & PROFILE - 7TH STREET NE & EXTENSION
10 - 12	PLAN & PROFILE - DAKOTA LANE NE
13	PLAN & PROFILE - HEMLOCK AVENUE NE
14	STORM-1, STORM-2 & STORM-3
15	STORM-4 & STORM-5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

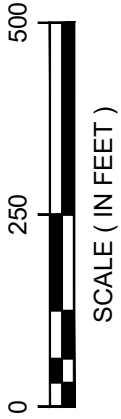
* THIS PLAN CONTAINS 33 SHEETS

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

SURVEY MONUMENTS

	BENCH MARK
	FOUND CIM
	FOUND OPNT.
	FOUND JLM
	FOUND LATH
	FOUND PIPE
	FOUND READING
	STAKED CIM
	STAKED OPNT.
	STAKED JLM
	STAKED PIPE

EXISTING TOPO SYMBOLS

	AC UNIT
	FENCE POST
	FLAG POLE
	GUARD POST
	GUY ANCHOR
	GUY POLE
	HANDICAP SYMBOL
	MAILBOX
	SHRUB
	SIGN DOUBLE POST
	SIGN SINGLE POST
	SIGN FIRE NUMBER
	TREE CONIFER
	TREE DECIDUOUS
	TREE STUMP
	TV DISH
	WETLAND SYMBOL
	YARD LIGHT

EXISTING UTILITY MUNICIPAL SYMBOLS

	APRON
	LIFT STATION
	SANITARY CLEANOUT
	SANITARY MANHOLE
	STORM CATCH BASIN
	STORM INLET

EXISTING UTILITY MUNICIPAL SYMBOLS (cont.)

	STORM MANHOLE
	WATER CURB STOP
	WATER HANDHOLE
	WATER HYDRANT
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WATER WELL
	UTILITY

EXISTING UTILITY PRIVATE SYMBOLS

	ELEC GROUND LIGHT
	ELEC HANDHOLE
	ELEC LIGHT POLE
	ELEC MANHOLE
	ELEC METER
	ELEC PEDESTAL
	ELEC POLE
	ELEC SIGNAL
	ELEC TRANSFORMER BOX
	GAS METER
	GAS VALVE
	LP TANK
	TELE HANDHOLE
	TELE MANHOLE
	TELE PEDESTAL
	TELE POLE
	TV HANDHOLE
	TV PEDESTAL

SOIL BORING SYMBOLS

	LIF
	LASER-INDUCED FLUORESC BORING
	LYSIMETER
	MONITOR WELL
	PERC TEST
	PIEZOMETER
	RECOVERY WELL
	SOIL BORING
	SOIL VAPOR POINT
	VAPOR SURVEY POINT

PROPOSED UTILITY MUNICIPAL SYMBOLS

	APRON PROPOSED
	SANITARY CLEANOUT PROPOSED
	SANITARY LIFT STATION PROPOSED
	SANITARY LIFT STATION VALVE MANHOLE PROPOSED
	SANITARY MANHOLE PROPOSED
	SANITARY PLUG PROPOSED
	STORM CATCH BASIN PROPOSED
	STORM MANHOLE PROPOSED
	WATER 11 1/4" BEND PROPOSED
	WATER 22 1/2" BEND PROPOSED
	WATER 45° BEND PROPOSED
	WATER 90° BEND PROPOSED
	WATER CAP PROPOSED
	WATER CROSS PROPOSED
	WATER CURB STOP PROPOSED
	WATER HYDRANT PROPOSED
	WATER REDUCER PROPOSED
	WATER SLEEVE PROPOSED
	WATER TEE PROPOSED
	WATER VALVE PROPOSED

PROPOSED UTILITY PRIVATE SYMBOLS

	ELEC LIGHT POLE PROPOSED
	EROSION CONTROL SYMBOLS
	SURFACE DRAINAGE ARROW
	STORM DRAIN INLET PROTECTION

TRAFFIC CONTROL DEVICES & SYMBOLS

	TRAFFIC CONTROL SIGN (1 POST)
	TRAFFIC CONTROL SIGN (2 POST)
	TYPE III BARRICADE
	DRUM CHANNELIZER
	FLASHING ARROW OR MESSAGE BOARD

EXISTING TOPOGRAPHIC LINES

	CENTER LINE
	EDGE OF WOODS
	FENCE BARB WIRE
	FENCE CHAIN LINK
	FENCE WOOD
	FORCEMAIN
	OVERHEAD CABLE TV
	OVERHEAD ELECTRIC
	OVERHEAD TELE
	RAILROAD
	RETAINING WALL
	SANITARY SEWER
	SANITARY SEWER SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	UNDERGROUND CABLE TV
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER OPTIC
	UNDERGROUND GAS
	UNDERGROUND TELE
	WATERMAIN
	WATERMAIN SERVICE
	WETLAND EDGE

RW, LOT & EASEMENTS LINES

	BUILDING SETBACK LINE
	LOT LINE PROPOSED
	EASEMENT LINE
	EASEMENT LINE PROPOSED
	LOT LINE
	MNDOT CONTROLLED ACCESS LINE
	RIGHT OF WAY EXISTING
	RIGHT OF WAY PROPOSED

PROPOSED CONSTRUCTION LINES

	FENCE CHAIN LINK PROPOSED
	FENCE WOOD PROPOSED
	FENCE BARB WIRE PROPOSED
	FORCEMAIN PROPOSED
	SANITARY SEWER PROPOSED
	SANITARY SERVICE PROPOSED
	STORM SEWER PROPOSED
	STORM SEWER DRAIN TILE PROPOSED
	WATERMAIN PROPOSED
	WATERMAIN SERVICE PROPOSED

EROSION CONTROL LINES

	BALE CHECK
	BIO ROLL
	SILT FENCE
	SILT FENCE TYPE HEAVY DUTY
	SILT FENCE TYPE MACHINE SLICED
	SILT FENCE TYPE PREASSEMBLED
	FLOTATION SILT CURTAIN

HATCH PATTERN AND SHADING LEGEND

	RANDOM RIPRAP
	SOD
	SEED
	HYDRAULIC STABILIZER
	EROSION CONTROL BLANKET
	TEMP. ROCK CONSTRUCTION ENTRANCE
	BUILDING WALL HATCH
	BITUMINOUS SURFACE
	CONCRETE SURFACE
	GRAVEL SURFACE
	EASEMENT PATTERN

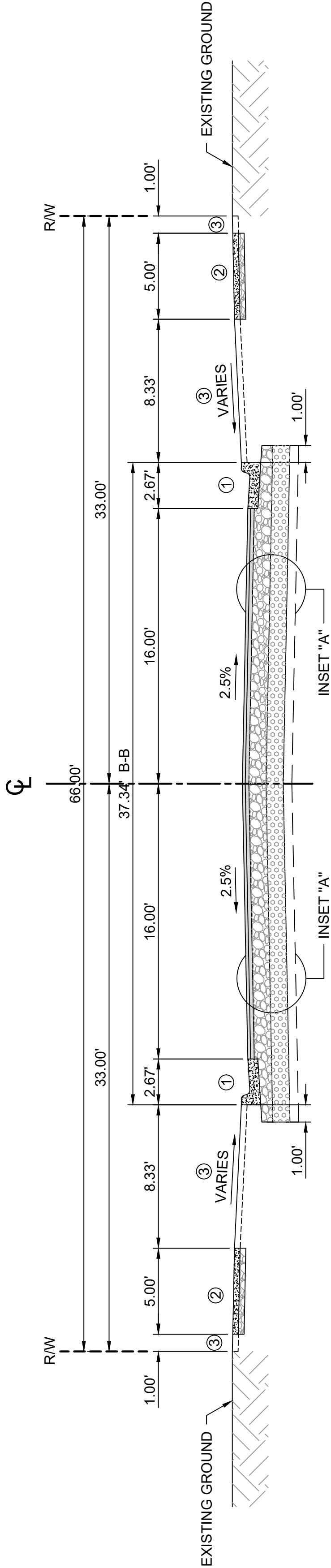
DOCUMENTATION SYMBOLS

	SECTION ARROW - SECTION NUMBER TOP - PAGE OF SECTION BOTTOM
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DATE	REV#	REVISIONS DESCRIPTION

DATE:	APRIL 2025
DRAWN BY:	BJS
CHECKED BY:	CMB
JOB NUMBER:	2022-11572

MINERAL SPRINGS ESTATES, LLC	TYPICAL SECTIONS
OWATONNA, MINNESOTA	
3	SHEET NO.

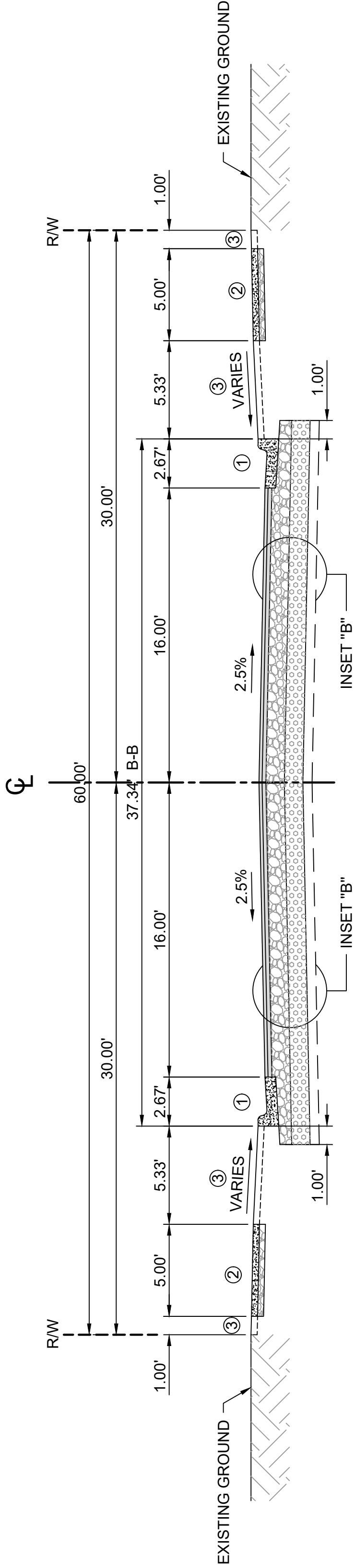


- NOTES:
- ① PLACE B624 CURB & GUTTER
 - ② PLACE 4" CONCRETE WALK AT 1.5% MAX CROSS SLOPE (4" CONCRETE & 4" CLASS 5 AGG. MOD.)
 - ③ PLACE 6" TOPSOIL, SEED AND MULCH (SEE CROSS SECTIONS FOR SLOPES)

7TH AVENUE NE AND HEMLOCK AVENUE NE
PROPOSED TYPICAL SECTION

INSET A

- 1.5" TYPE SP 9.5 WEAR COURSE MIXTURE (SPWEA340C)
- TACK COAT (INCIDENTAL ITEM)
- 2.5" TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB340C)
- 12" AGGREGATE BASE, CLASS 5 MOD.
- GEOTEXTILE FABRIC TYPE V
- 12" SELECT GRANULAR MATERIAL (MNDOT 3149)
- 6" SUBGRADE PREPARATION (INCIDENTAL ITEM)



- 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

INSET A

- 1.5" TYPE SP 9.5 WEAR COURSE MIXTURE (SPWEA340C)
- TACK COAT (INCIDENTAL ITEM)
- 2.5" TYPE SP 12.5 WEARING COURSE MIXTURE (SPWEB340C)
- 12" AGGREGATE BASE, CLASS 5 MOD.
- GEOTEXTILE FABRIC TYPE V
- 12" SELECT GRANULAR MATERIAL (MNDOT 3149)
- 6" SUBGRADE PREPARATION (INCIDENTAL ITEM)

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.
19.

TURF ESTABLISHMENT

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).
22.

MISCELLANEOUS

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.

Block 1 Service Chart

LOT	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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		1199.01
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	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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	END OF SAN.			CURB BOX		TOP CURB BOX ELEV.
	WYE LOCATION	SERVICE LOCATION	SERVICE ELEV.	LOCATION		
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

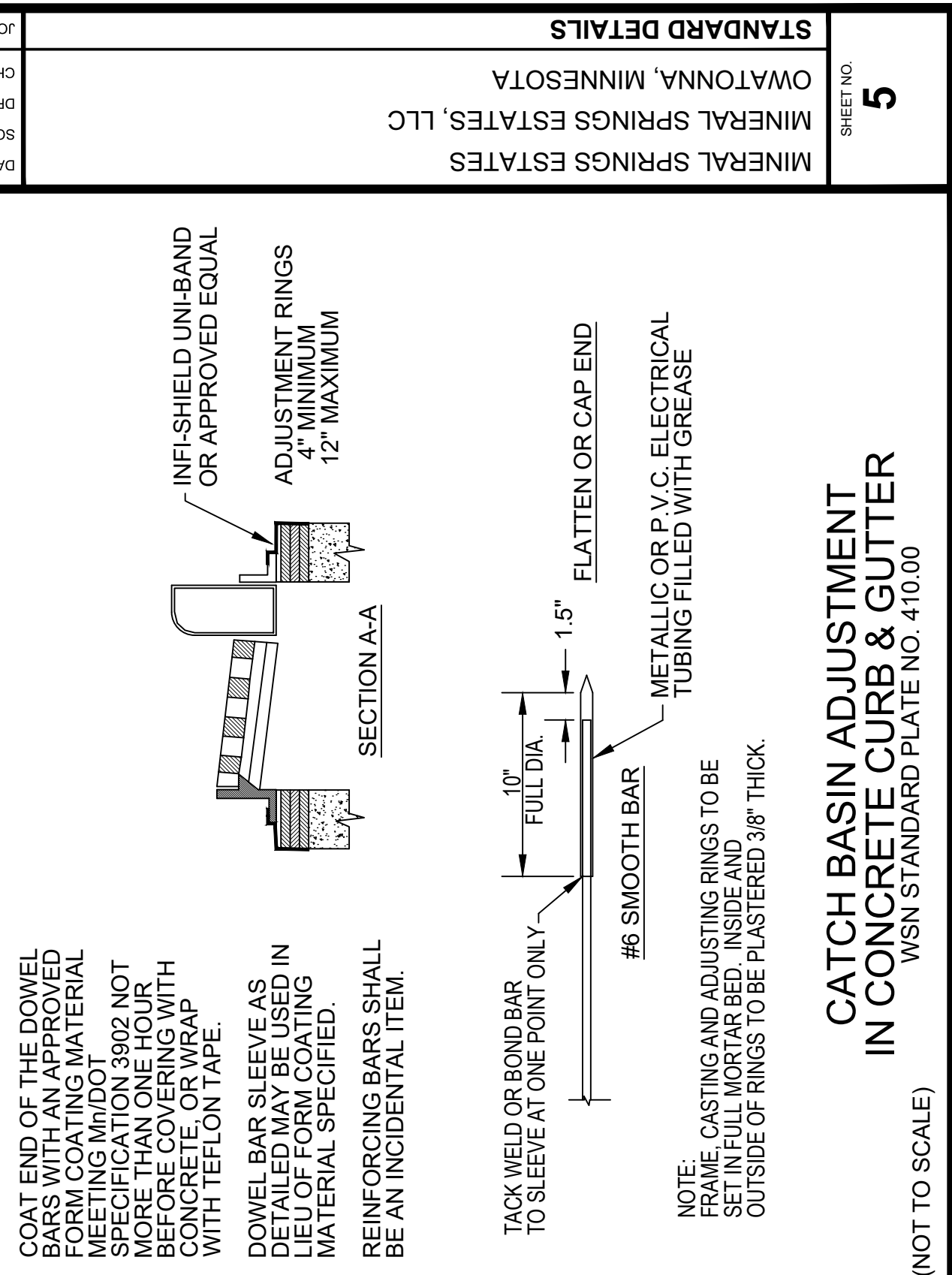
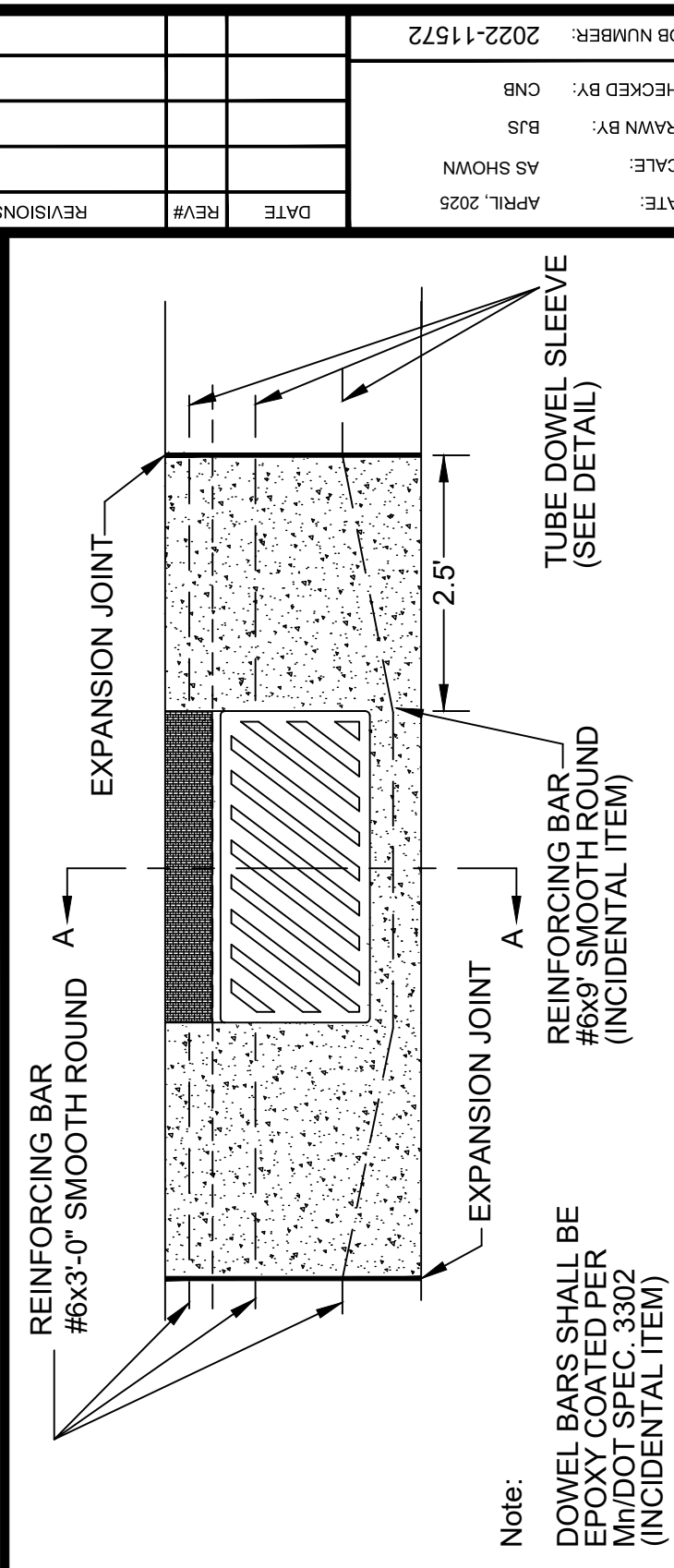
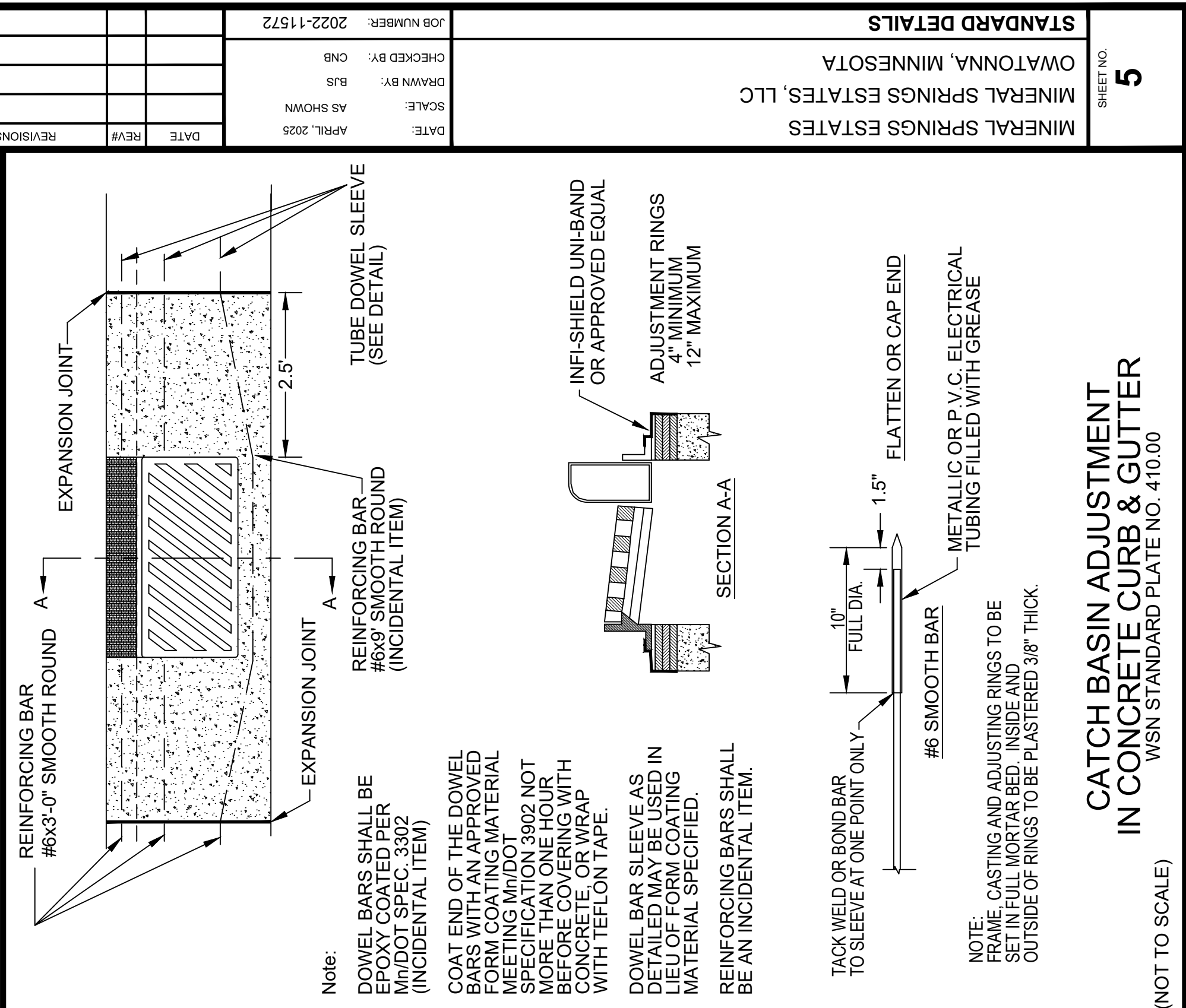
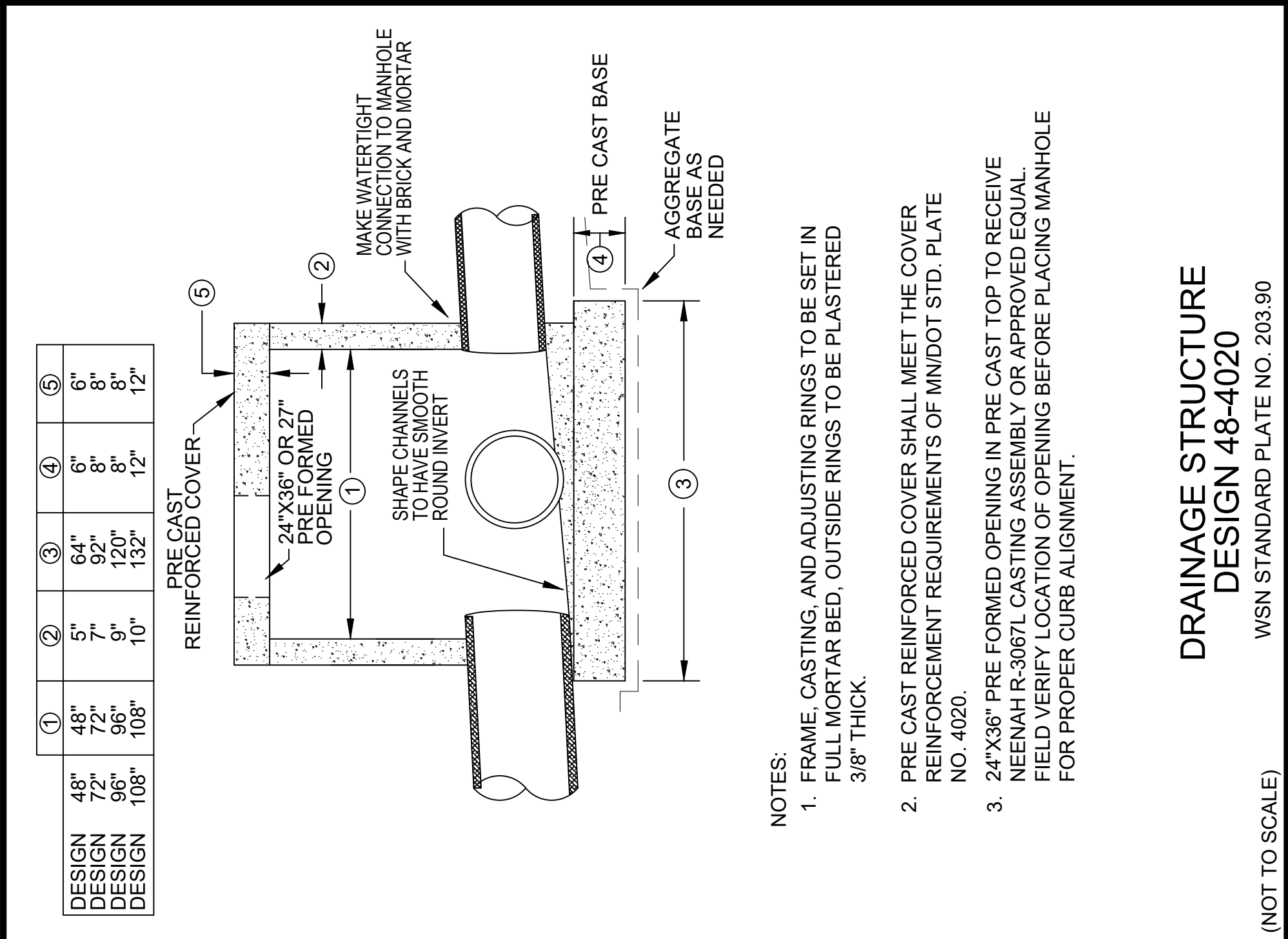
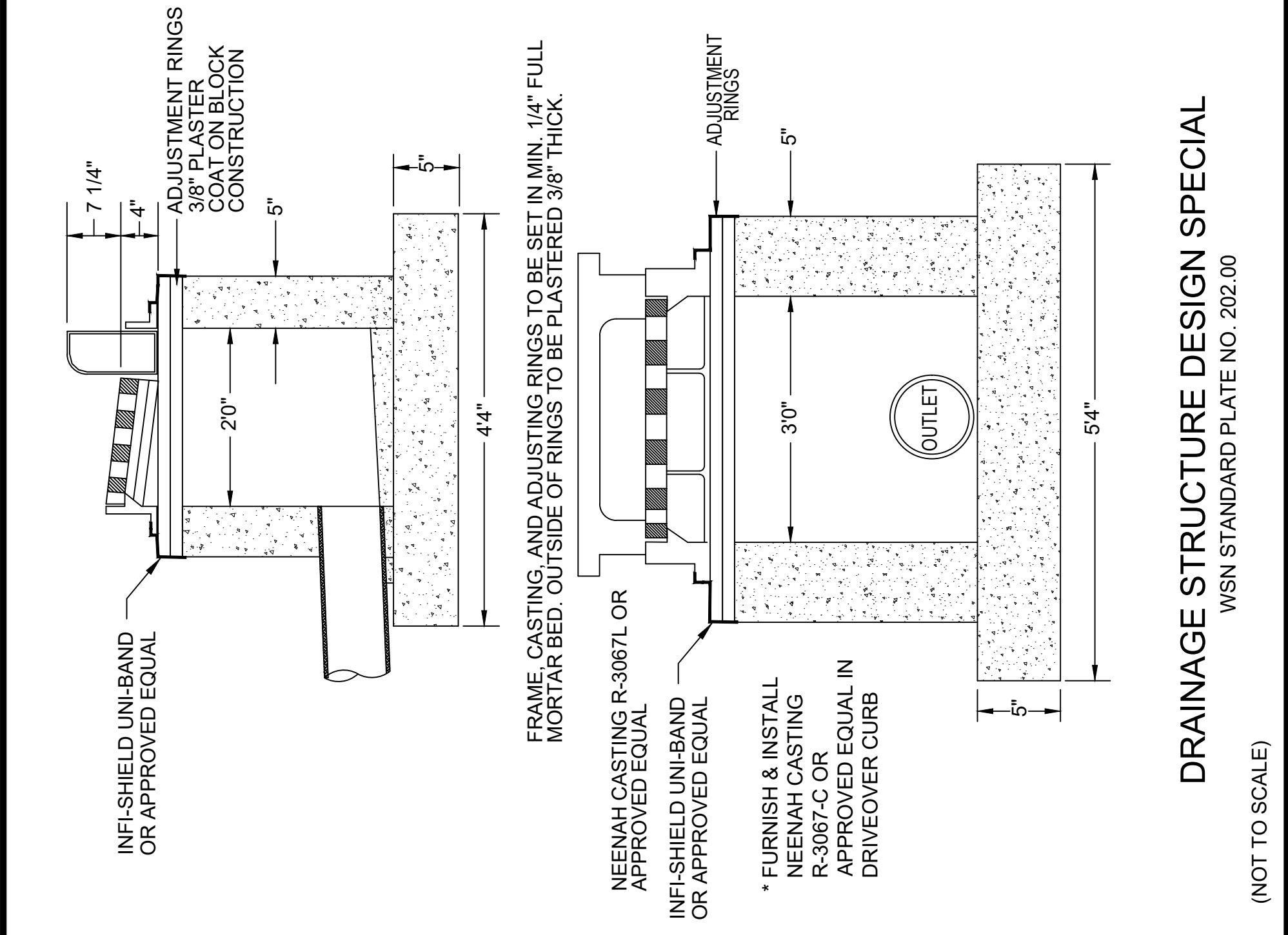
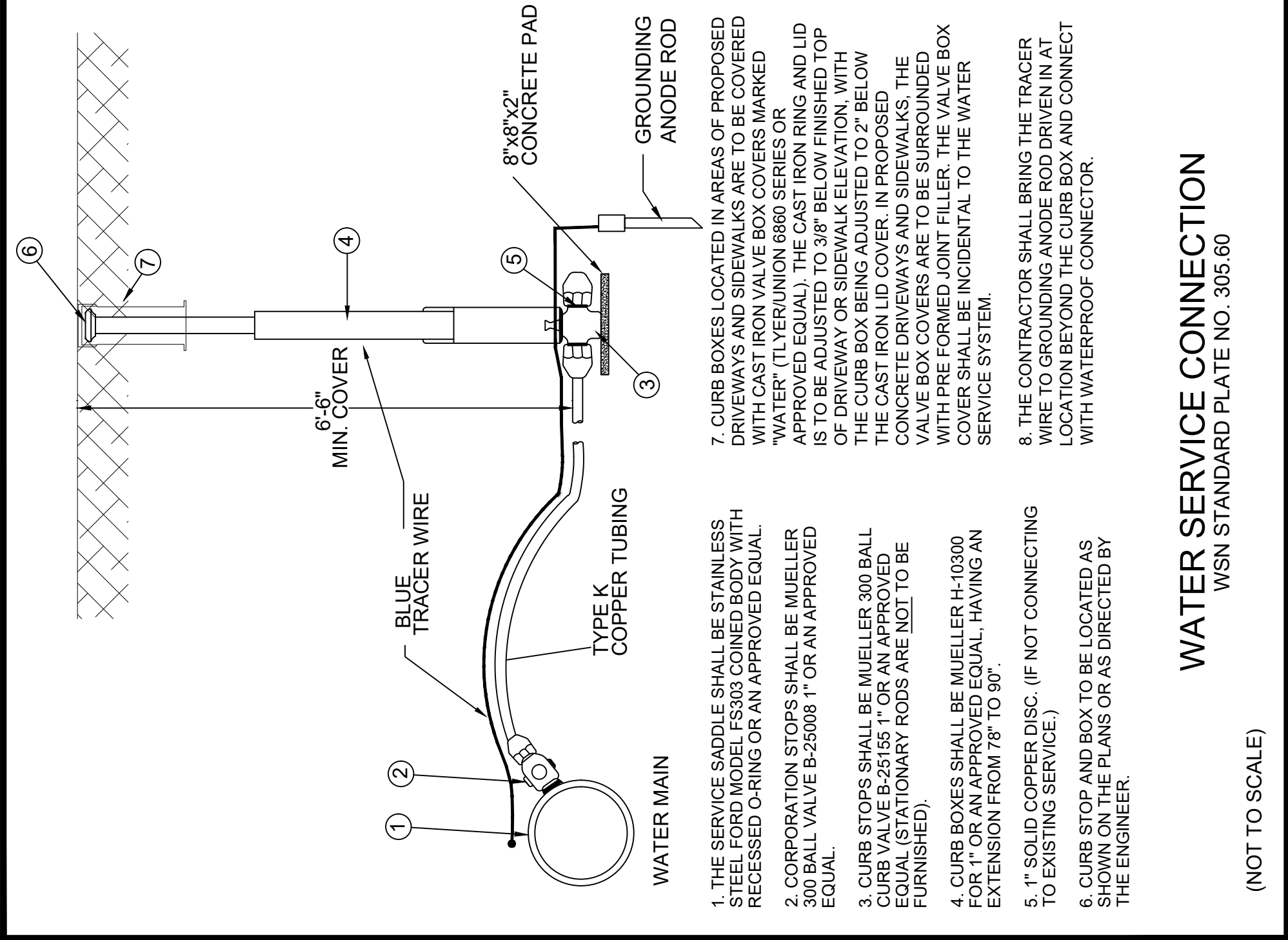
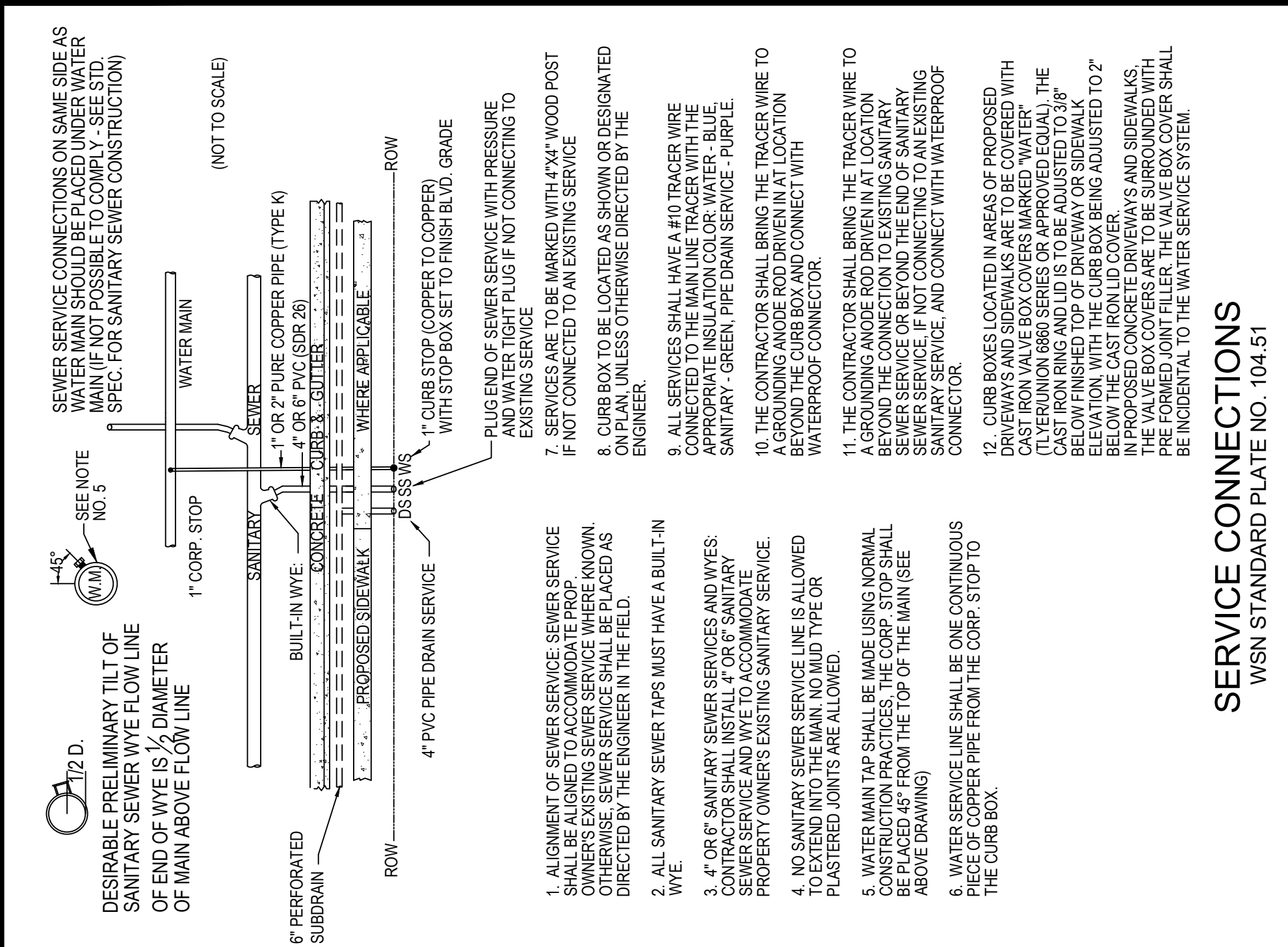
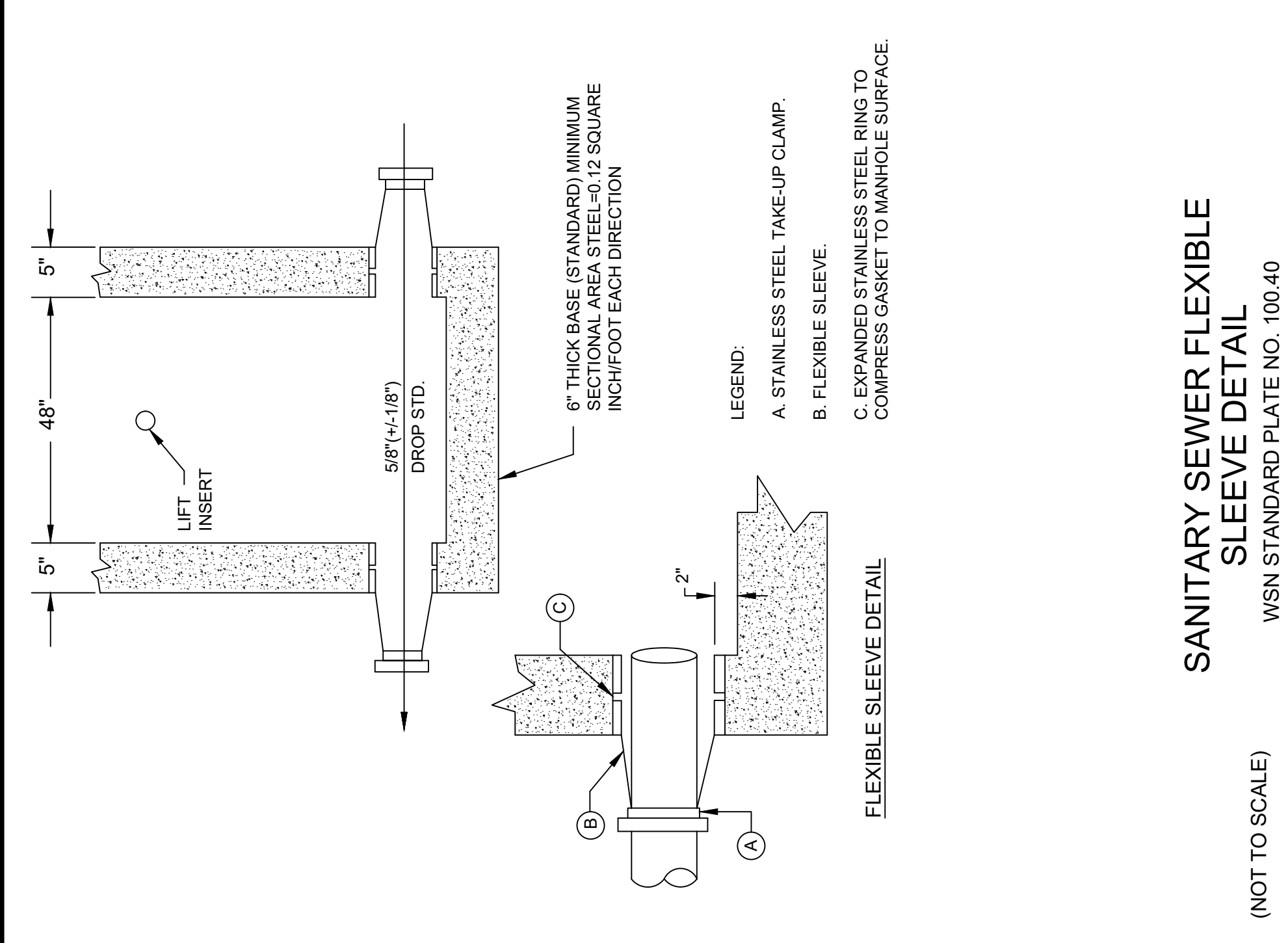
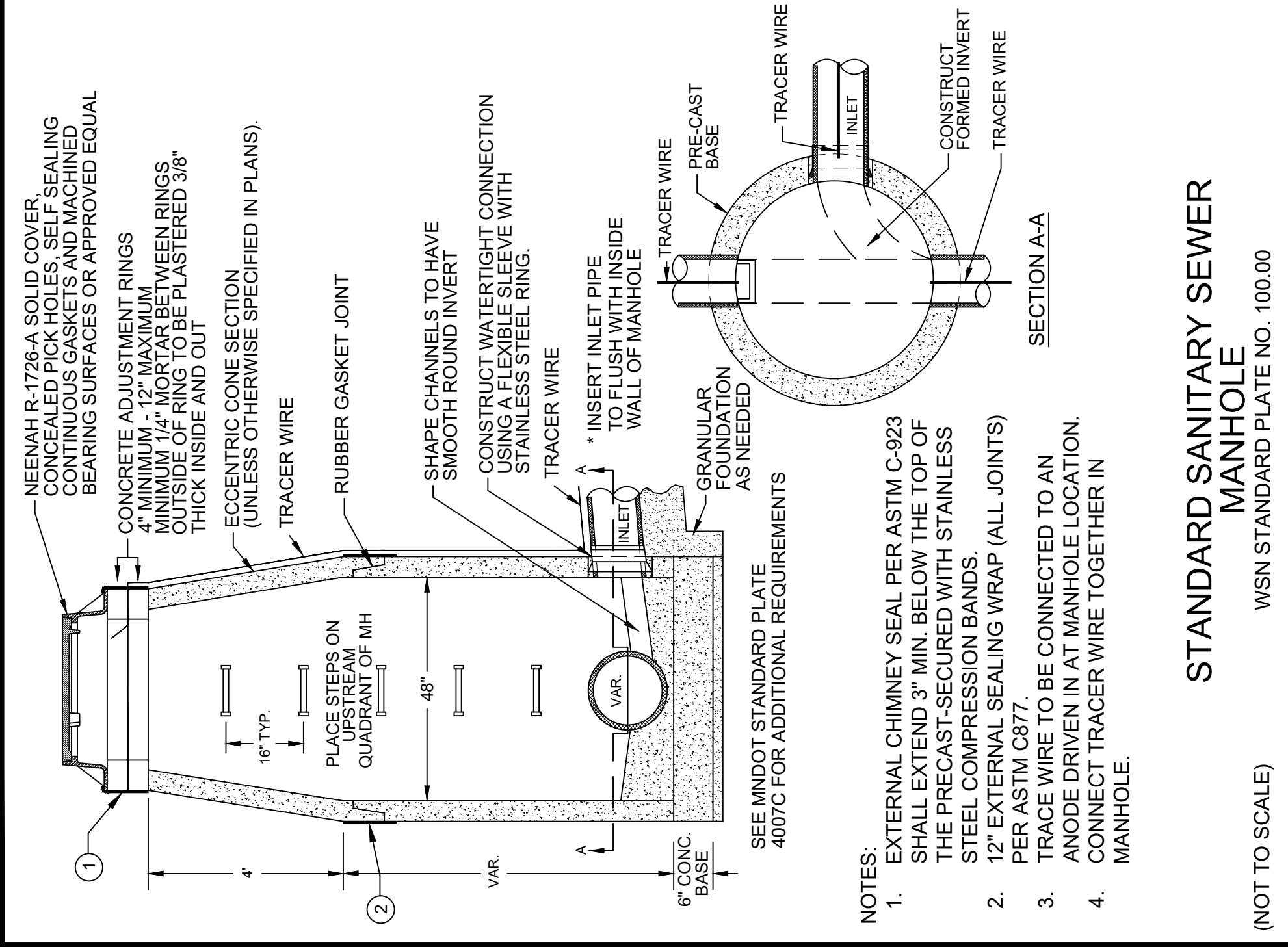
THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT.

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/>



DATE: APRIL 2025	SCALE: AS SHOWN	DRAWN BY: BJS	CHECKED BY: CNB	JOB NUMBER: 2022-11572
DATE	REV#	REV#	REV#	
BY	REVISIONS DESCRIPTION	BY	DATE	
I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.				
THIS 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.				
DATE: 04-25-2025 LIC. NO. 44228 GRAIG N. BRITTON				

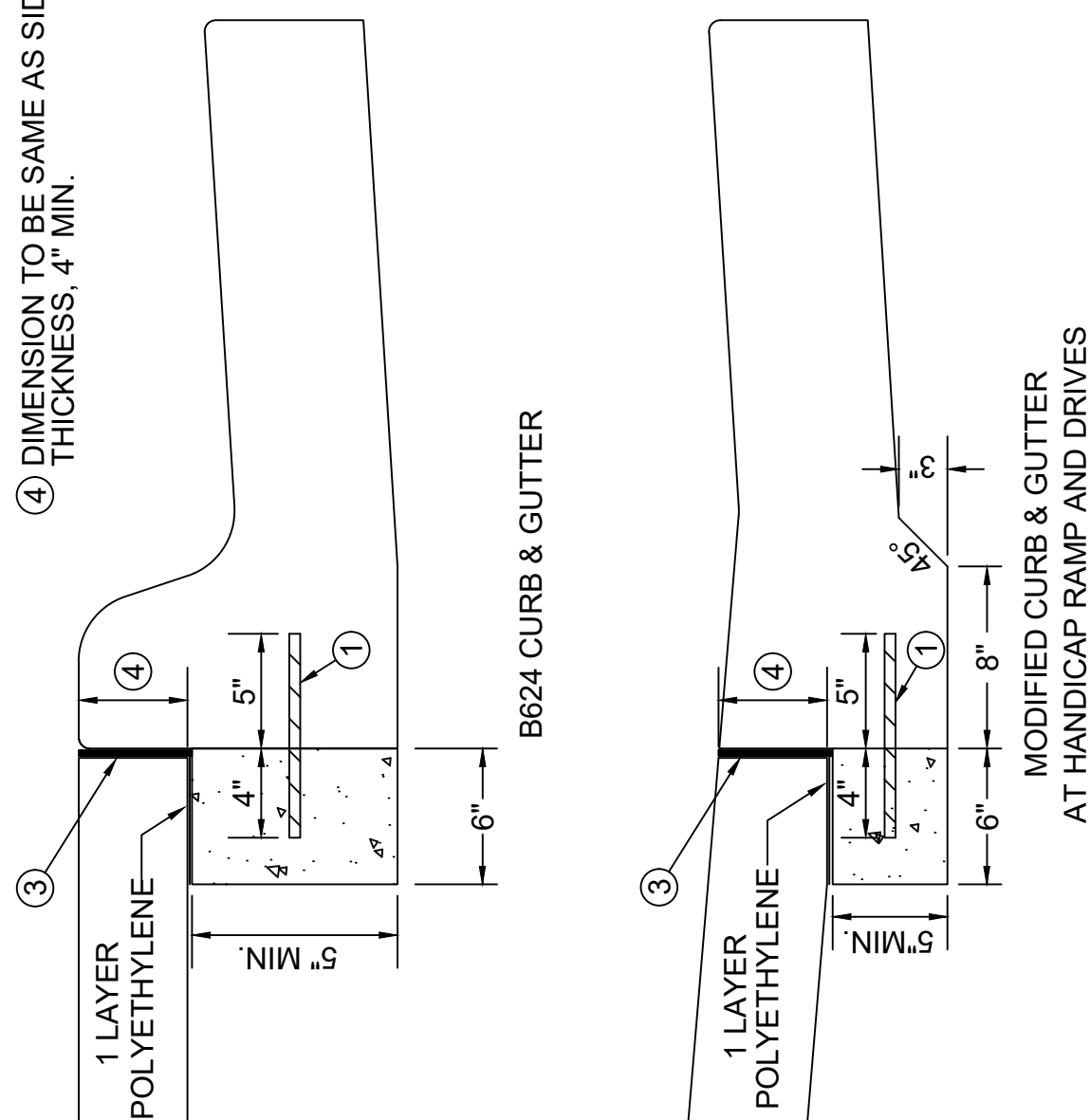
STANDARD DETAILS
MINERAL SPRINGS ESTATES
MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

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

(NOT TO SCALE)

NOTES

1. TIE SILL AT 3'-0" CENTERS WITH 9" #4 REINFORCING BARS OR POUR INTEGRALLY 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.

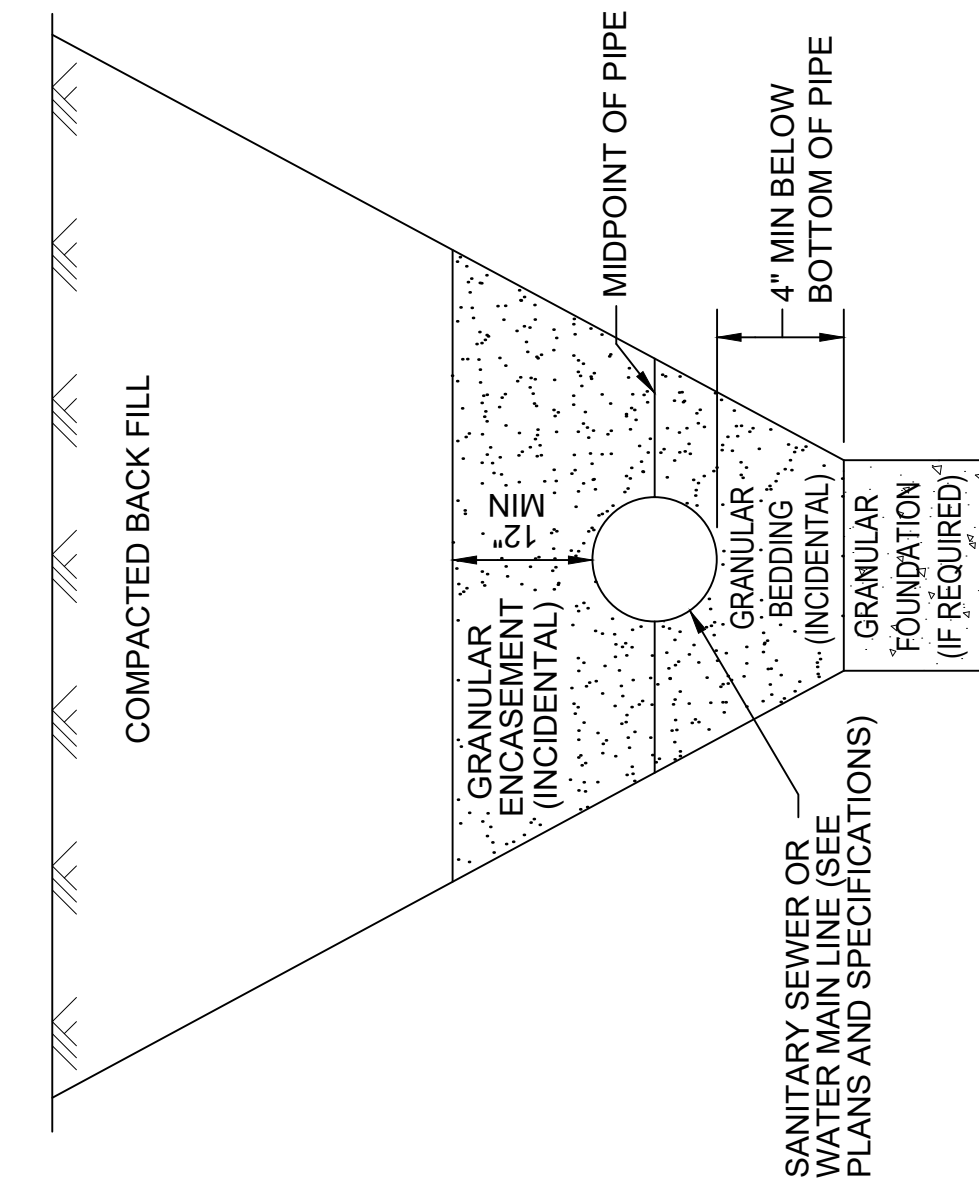


CONCRETE SILL TO BE USED AT ALL PEDESTRIAN RAMPS AND WHERE SIDEWALK ABUTS CURB & GUTTER.

CONCRETE SILL

WSN STANDARD PLATE NO. 2-02A

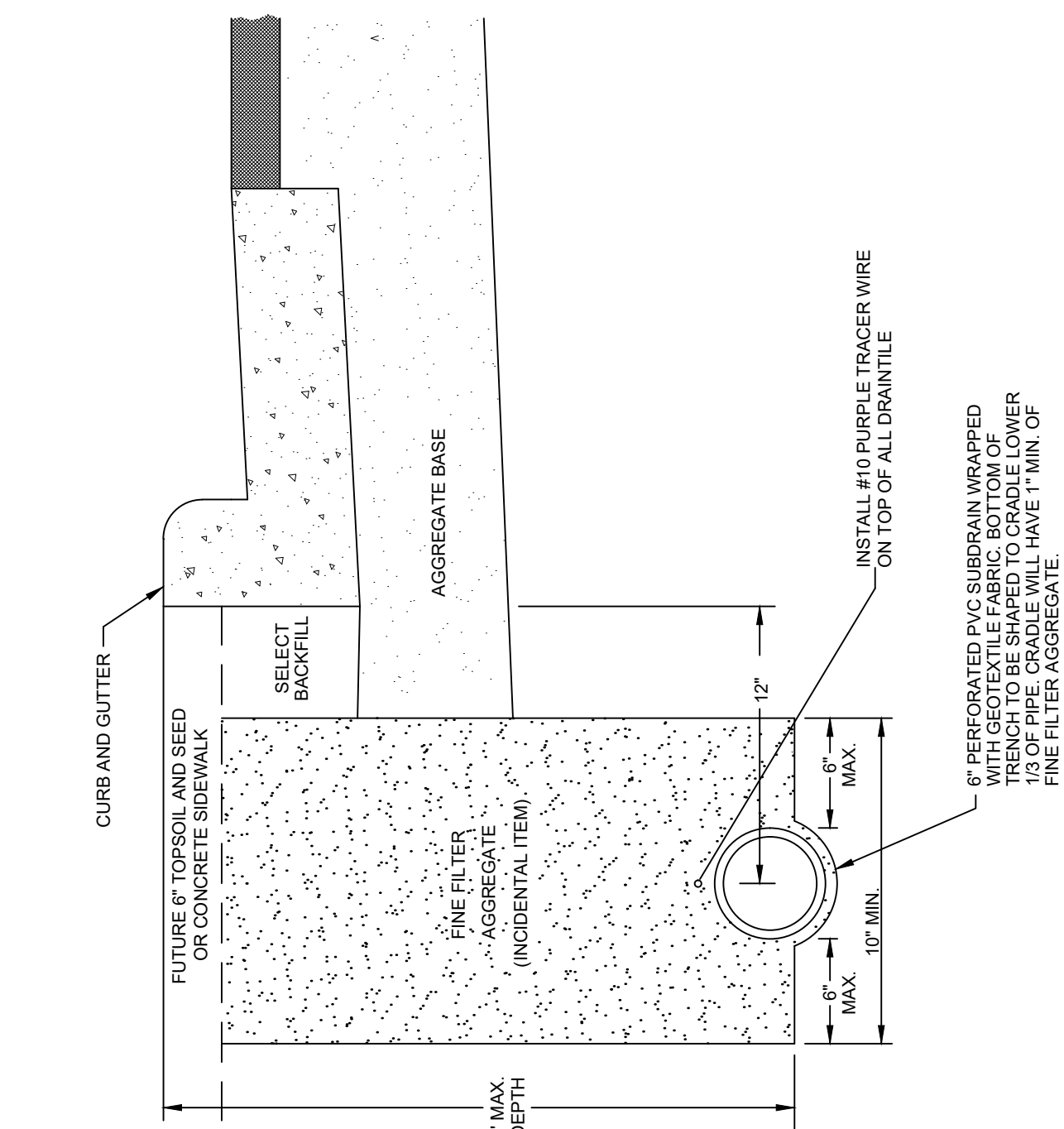
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TYPICAL TRENCH DETAIL

WSN STANDARD PLATE NO. 103.40

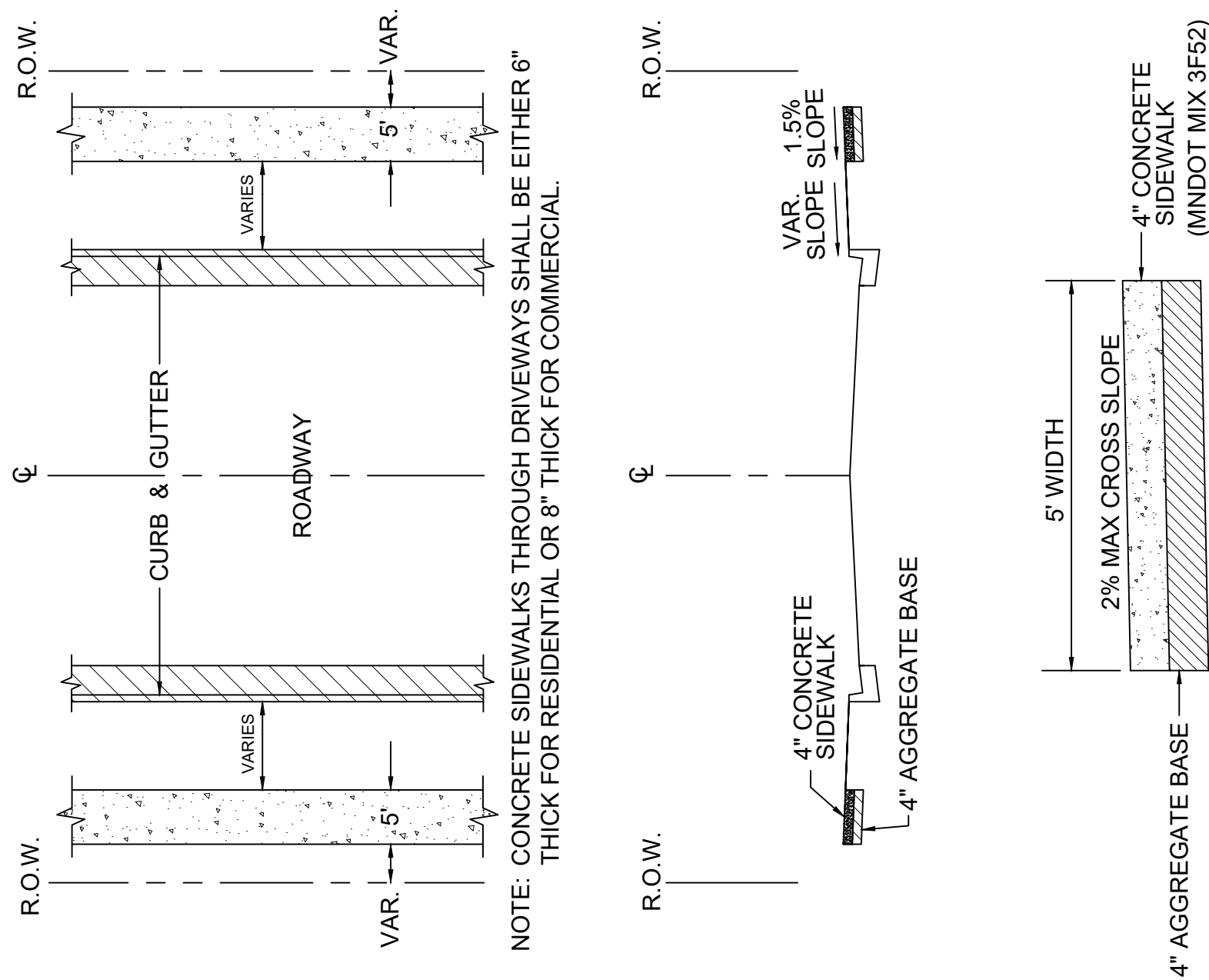
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SUBDRAIN TRENCH DETAIL

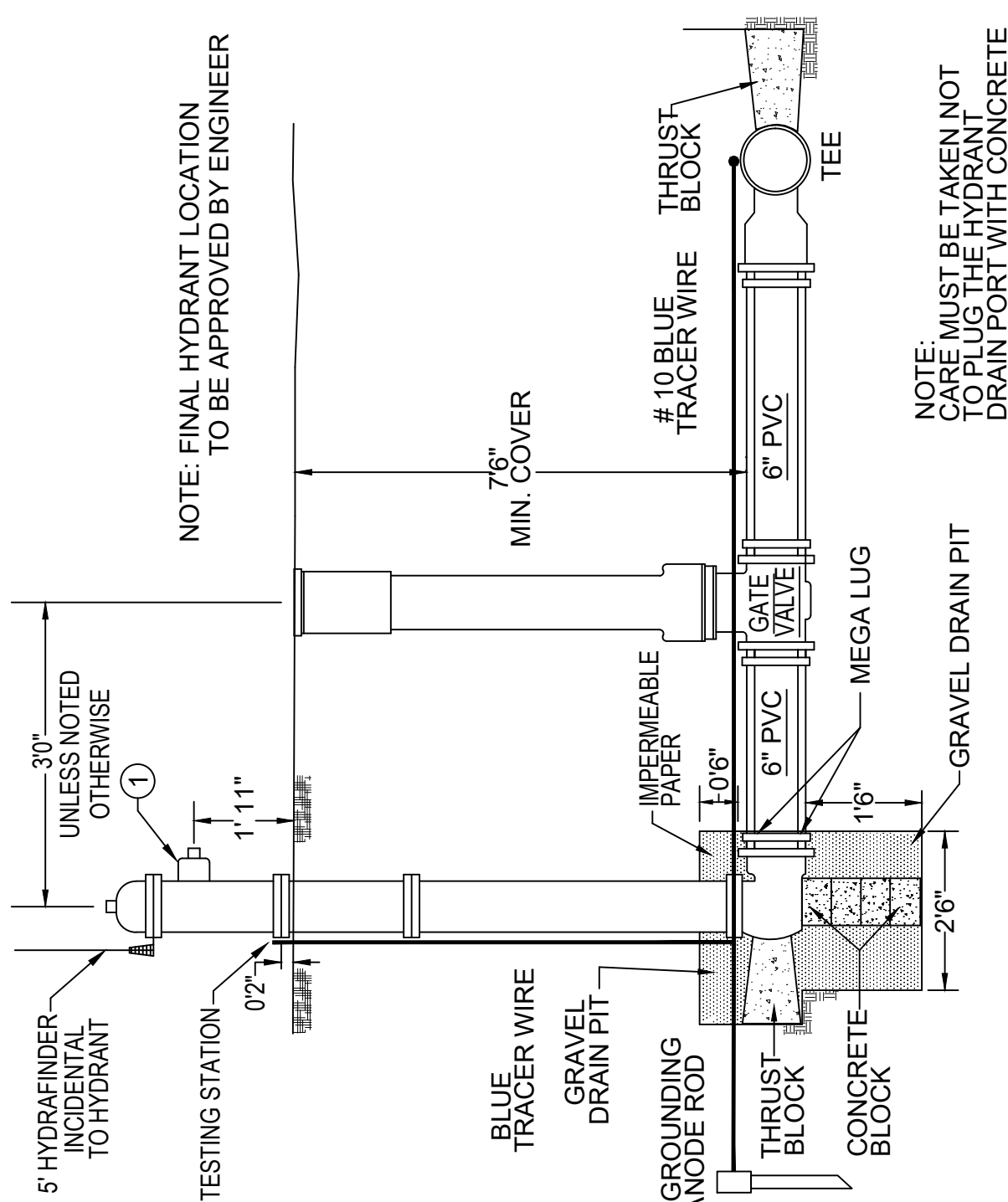
WSN STANDARD PLATE NO. 209.11

(NOT TO SCALE)



TYPICAL SIDEWALK DETAIL

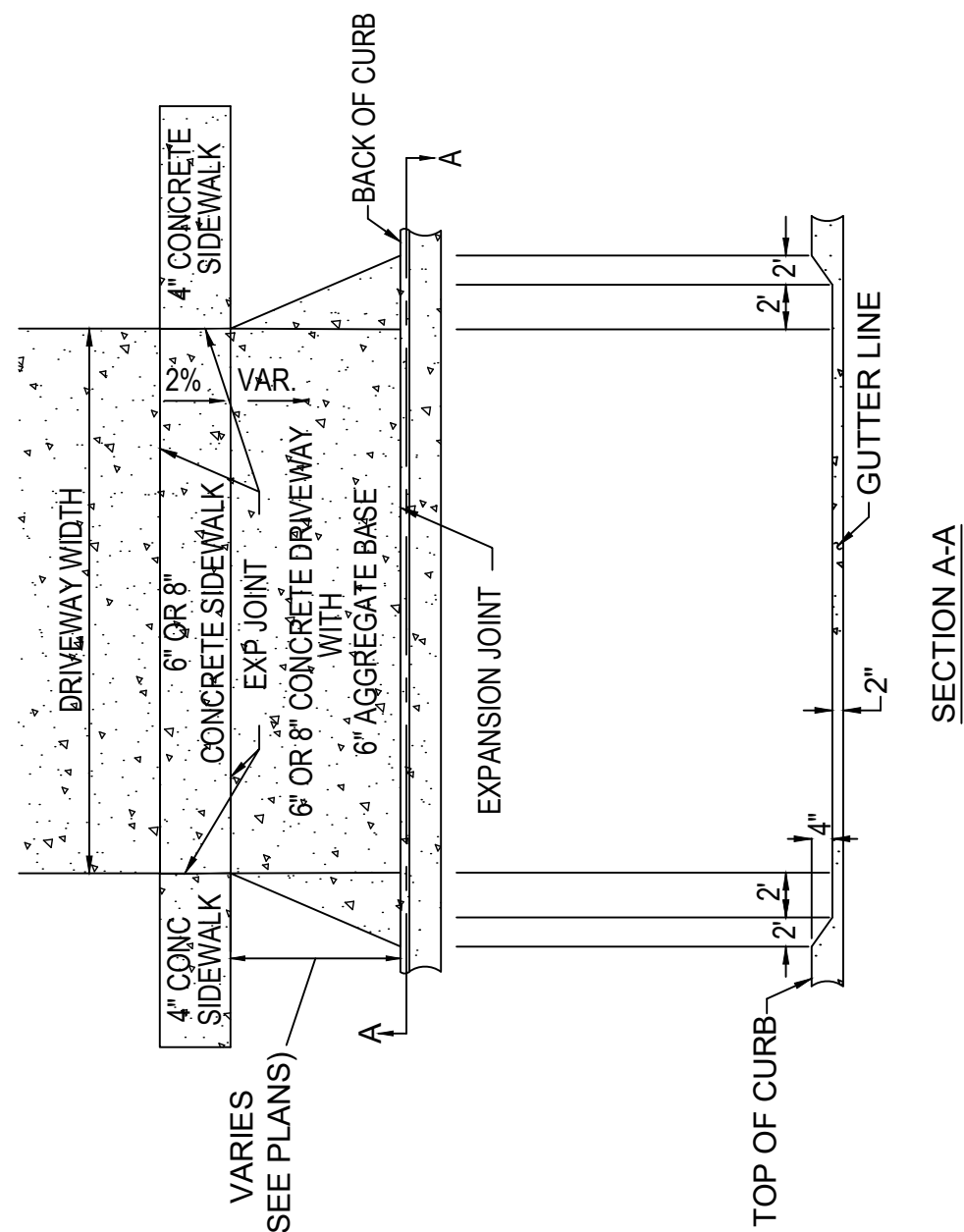
(NOT TO SCALE)



TYPICAL HYDRANT BRANCH CONNECTION

WSN STANDARD PLATE NO. 301.10

(NOT TO SCALE)

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

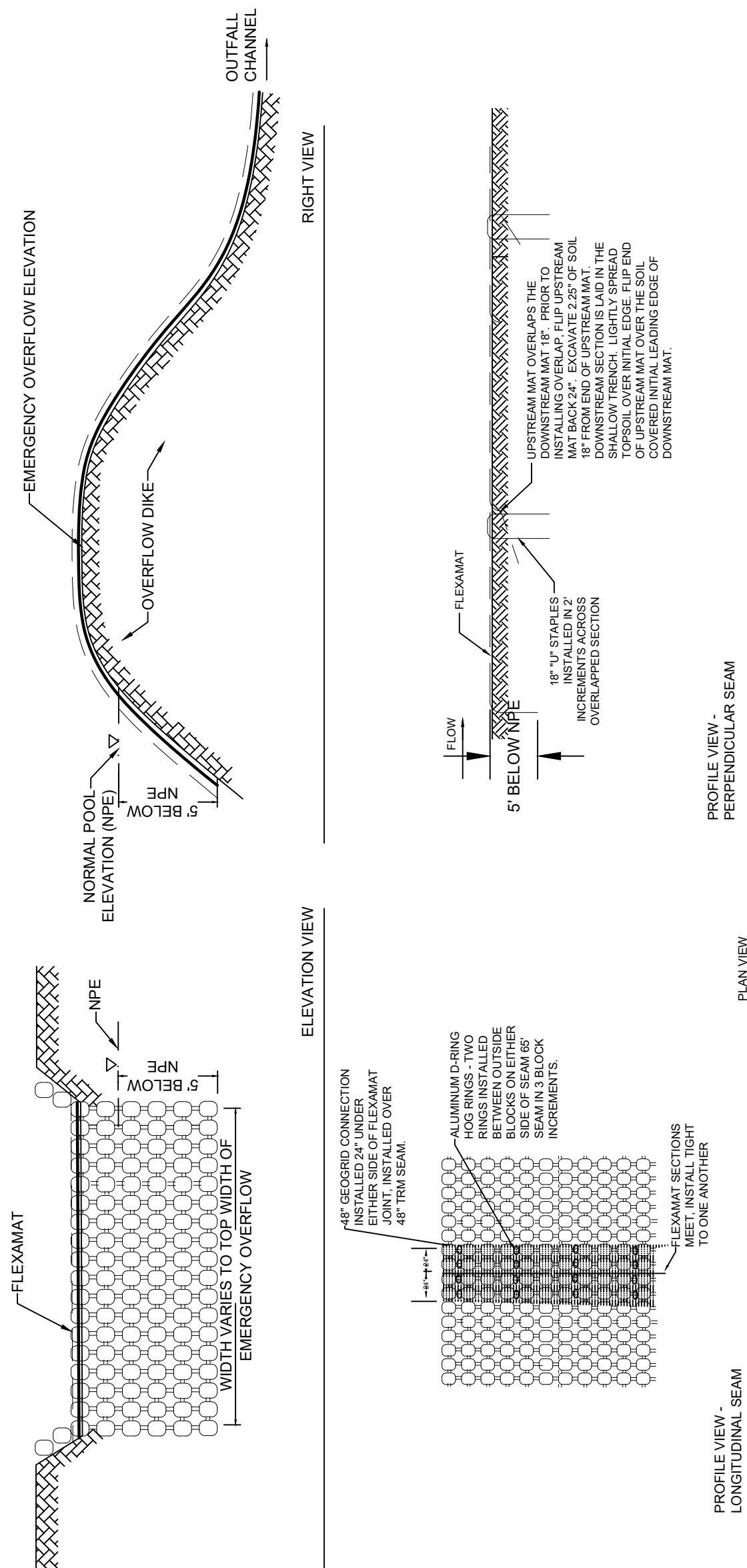
NOT TO SCALE)

[illegible]

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

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

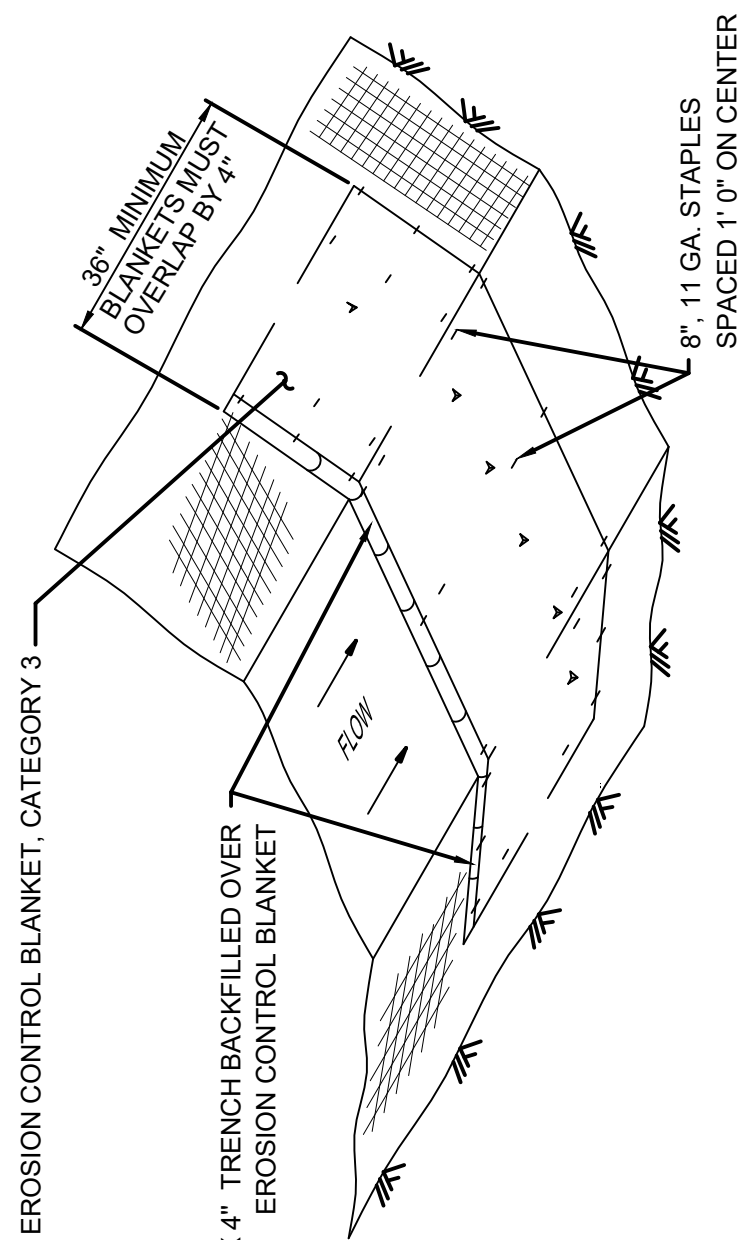
SHEET NO. 7



FLEXAMAT® OVERFLOW PLAN AND PROFILE DETAIL

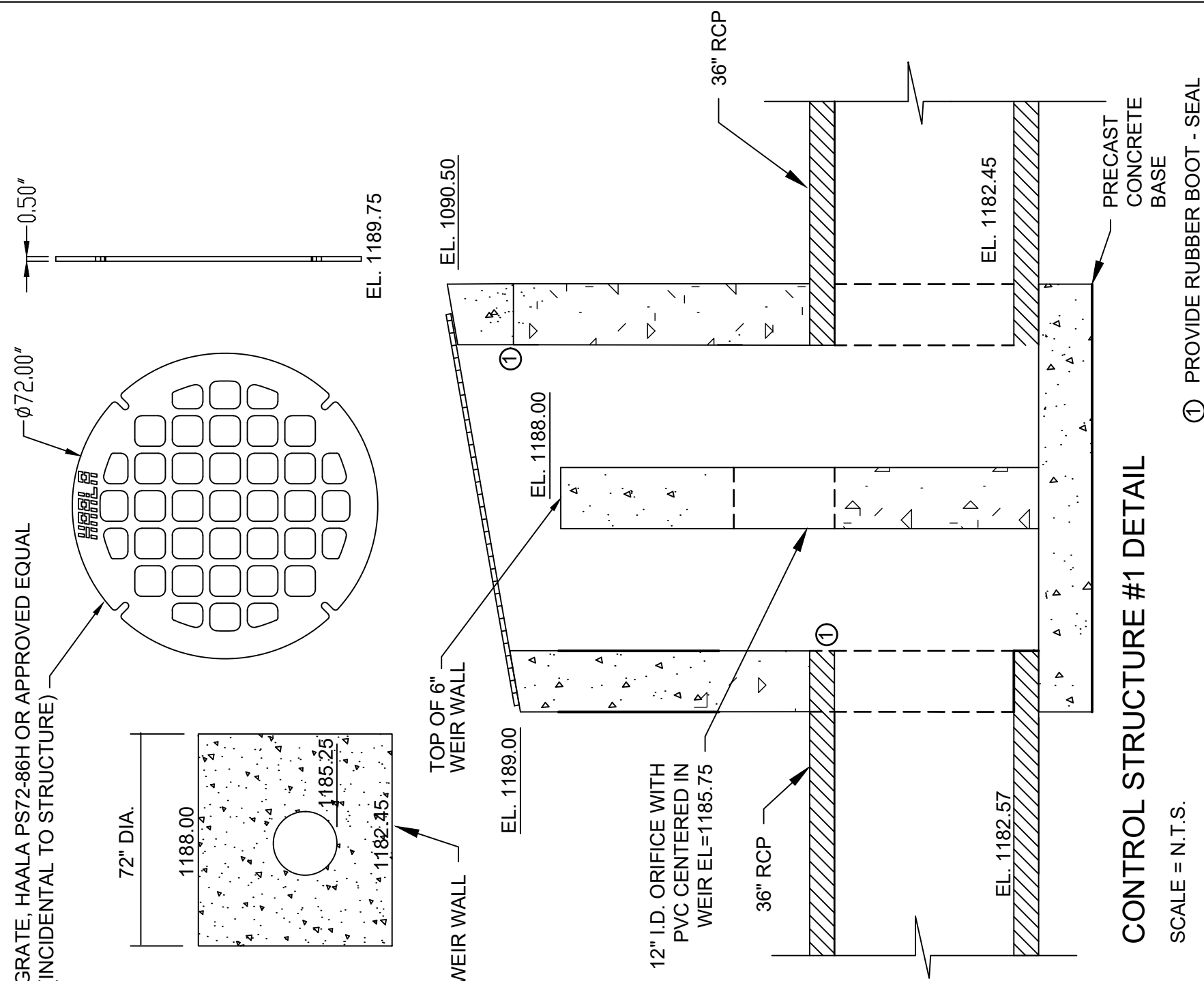
CONSTRUCTION NOTES

4. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE.
5. APPLY SEED DIRECTLY TO PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
6. INSTALL FLEXAMAT ROLLS. MAT SHALL EXTEND 5' BELOW NORMAL POLE ELEVATION.
7. FOR WIDTHS WIDER THAN 16', INSTALL MATS ADJACENT TO ONE ANOTHER. BRIDGE LONGITUDINAL SEAM WITH 48" TRM UNDERLAYMENT. 24" OF TRM SHALL BE UNDER EACH MAT AND DIRECTLY AGAINST THE SUBGRADE.
8. INSTALL 48" WIDE GEOTEXTURE SEAM OVER 48" TRM SEAM.
9. FILL FLEXAMAT SECTIONS BACK INTO PLACE SO THAT THEY FIT TIGHTLY.
10. SECURE FLEXAMAT TO SEAM BY ALUMINUM D-RING HOG RINGS - TWO RINGS INSTALLED BETWEEN OUTSIDE BLOCKS ON EITHER SIDE OF SEAM 65" SEAM IN 3 BLOCK INCREMENTS.
11. FILL AND CONDITIONS ARE REQUIRED FOR LENGTH OF CHANNEL. OVERLAP THE DOWNSTREAM SECTION 18" WITH UPSTREAM SECTION OF MAT. PRIOR TO INSTALLING OVERLAP, FILL UPSTREAM MAT BACK 24". EXCAVATE 2' 25" OF SOIL 18" FROM END OF UPSTREAM MAT. DOWNSTREAM SECTION IS LAID IN THE SHALLOW TRENCH. LIGHTLY SPREAD TOPSOIL OVER INITIAL EDGE. FILL OVER END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE OF DOWNSTREAM MAT.
12. INSTALL 18" "U" ANCHORS IN 24" INCREMENTS ACROSS THE OVERLAP. "U" ANCHORS CONSIST OF #2 REBAR "U" ANCHOR WITH 18" LEGS.
13. AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH, FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL.



EROSION CONTROL BLANKET, CATEGORY 3

(NOT TO SCALE)



CONTROL STRUCTURE #1 DETAIL

SCALE = N.T.S.

SUGGESTED CONSTRUCTION SEQUENCING

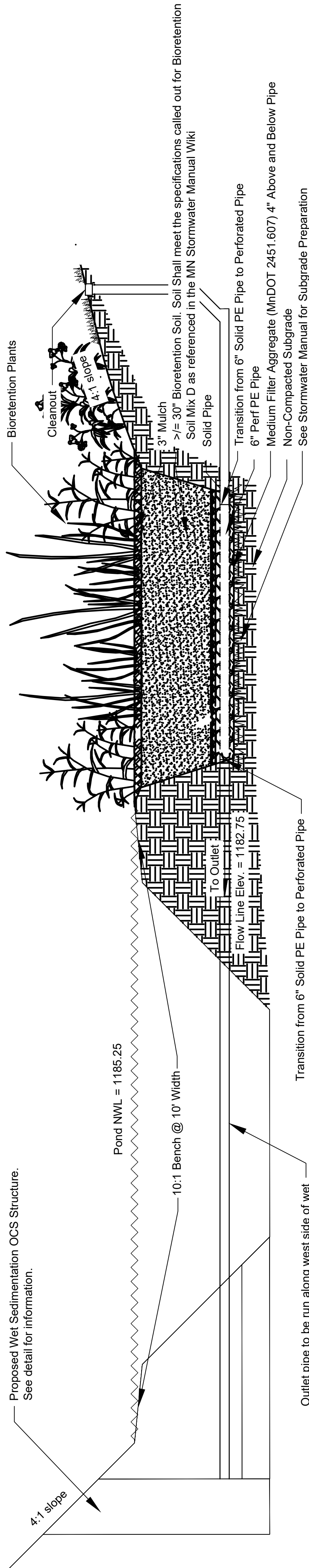
1. Install appropriate temporary erosion control devices to prevent sediment from leaving or entering the practice during construction.
2. All down-gradient perimeter sediment control bmp's must be in place before any up gradient land disturbing activity begins.
3. Perform continuous inspections of erosion control practices, especially after each rainfall event.
4. Install all utilities (water, sanitary sewer, electric, natural gas, phone, fiber optic, etc.) prior to setting final grade of bioerlenion device.
5. Rough grade the site. If bioerlenion areas are being used as temporary sediment basins during construction, leave a minimum of 1 foot of cover over the practice to protect the underlying soils from clogging.
6. Complete, stabilize, and vegetate all other site improvements.
7. Construct and vegetate bioerlenion device following stabilizing of contributing drainage area. Ensure that critical elevations, such as underdrain invert, top of media, top of mulch, and invert of overflow structure (if present) are correct.
8. Remove temporary erosion control devices after the contributing drainage area is adequately vegetated.

GENERAL NOTES

9. In the event that sediment is introduced into the bmp during or immediately following excavation, this material shall be removed from the practice prior to continuing construction.
10. See Minnesota Stormwater Manual for subgrade preparation.

MATERIAL SPECIFICATIONS

1. See Minnesota Stormwater Manual for material specifications recommendations for bioretention soil, mulch, underdrains, etc.



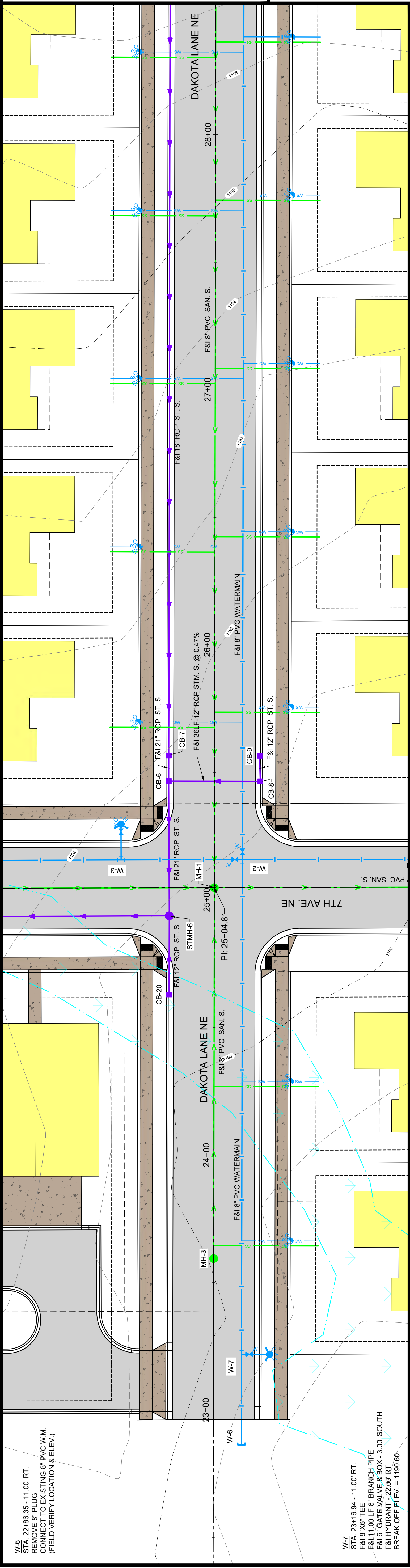
WET SEDIMENTATION BASIN WITH FILTRATION BENCH

Not To Scale

DATE	REV#	REVISIONS DESCRIPTION

DATE:	APRIL, 2025
SCALE:	AS SHOWN
DRAWN BY:	BJS
CHECKED BY:	CM6
JOB NUMBER:	2022-11572

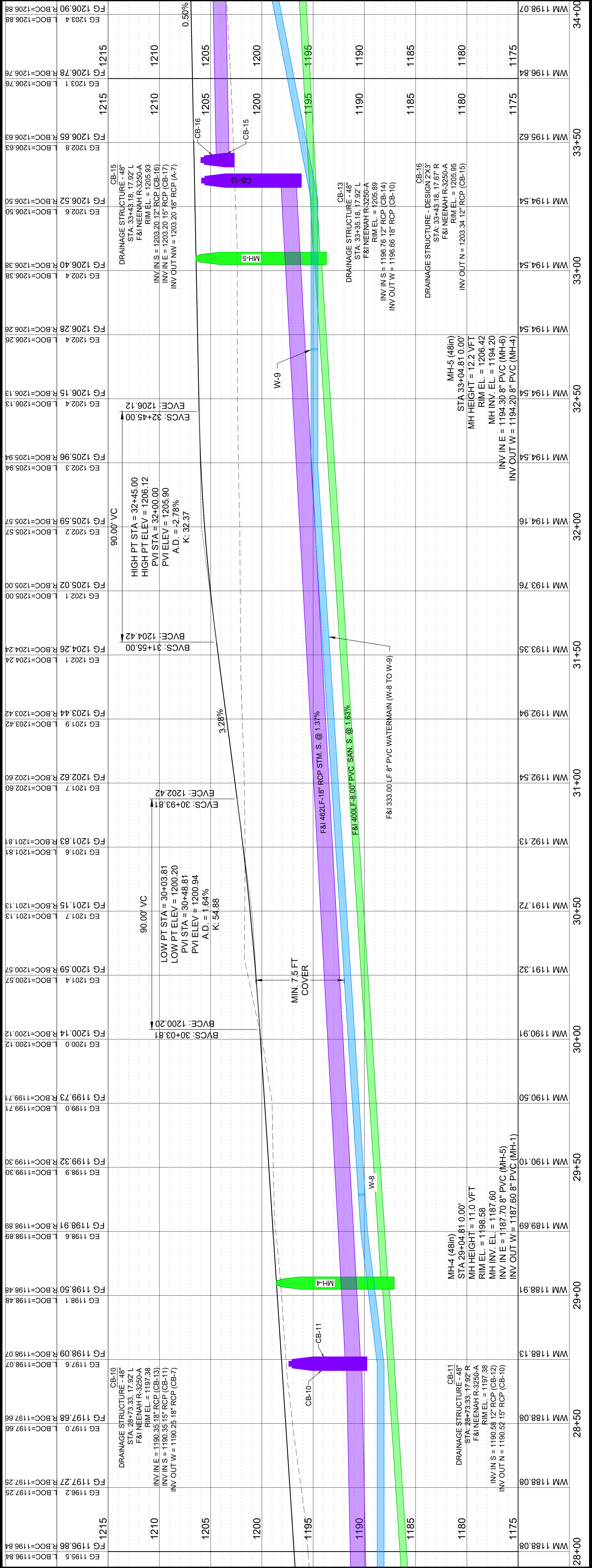
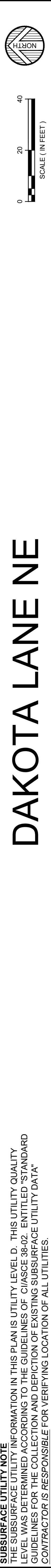
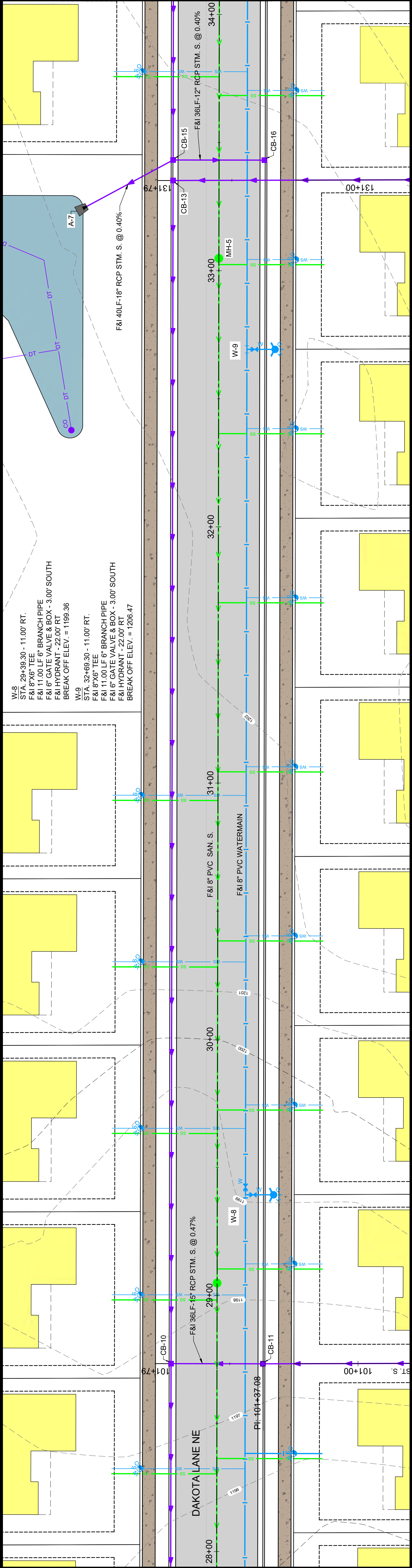
MINERAL SPRINGS ESTATES, LLC	MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA	OWATONNA, MINNESOTA
10	SHEET NO.



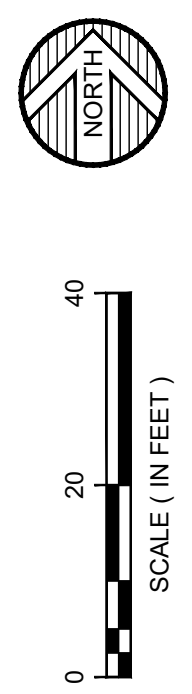
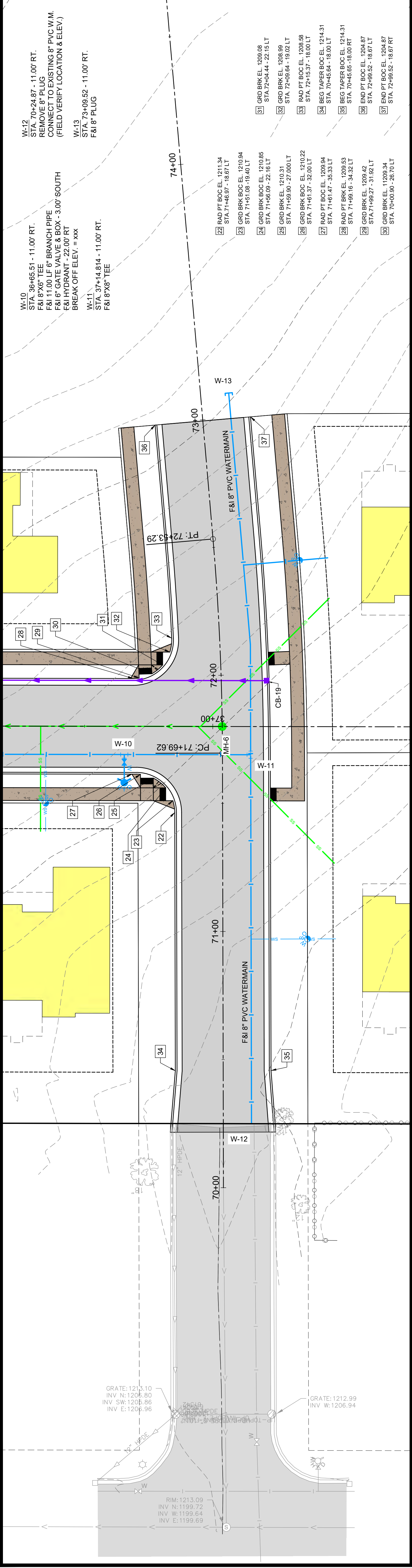
DATE	REV#	REVISIONS DESCRIPTION

DATE: APRIL, 2025	DRAWN BY: AS SHOWN	CHECKED BY: CMB	JOB NUMBER: 2022-11572
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MINERAL SPRINGS ESTATES, LLC	OWATONNA, MINNESOTA
MINERAL SPRINGS ESTATES, LLC	OWATONNA, MINNESOTA

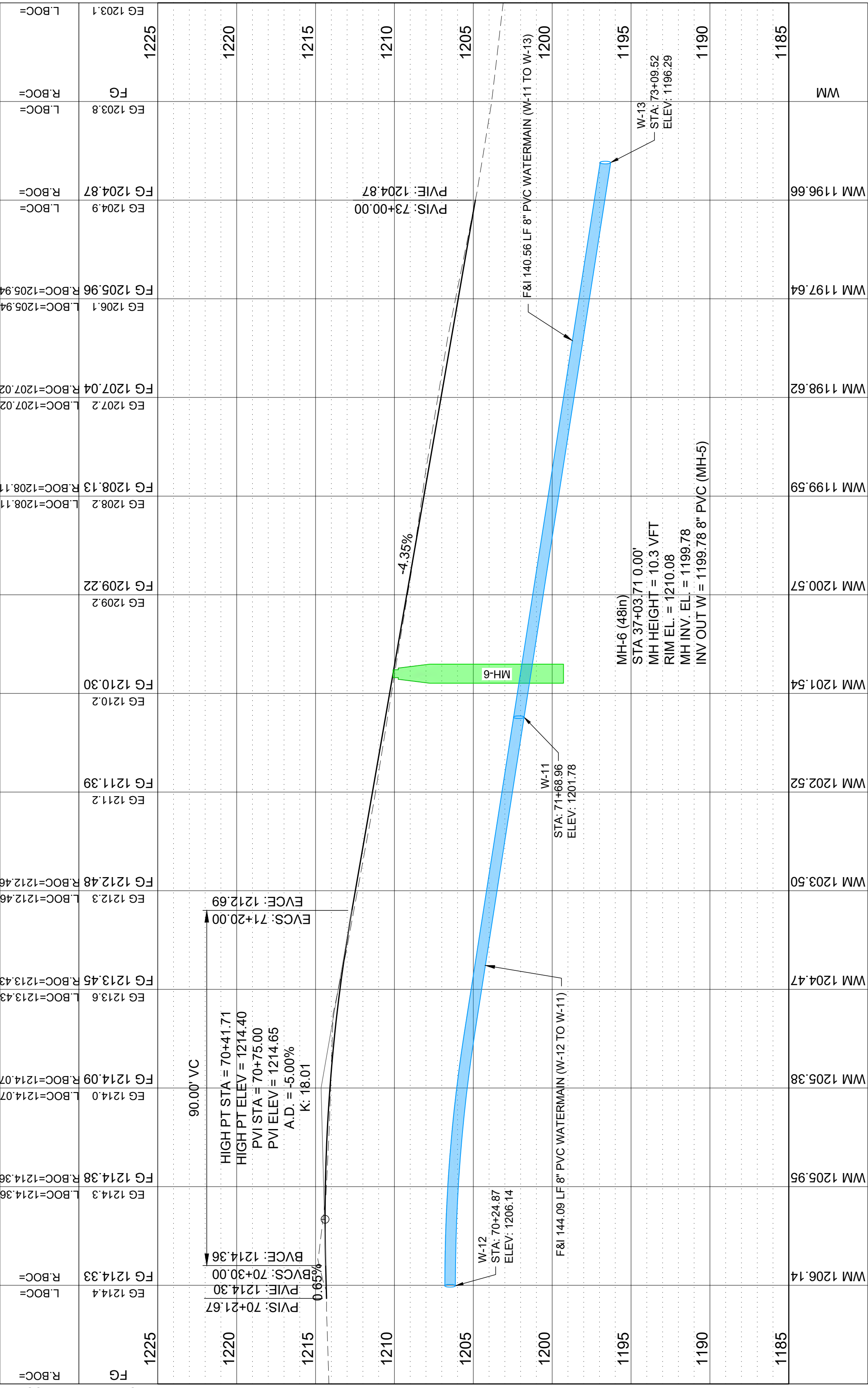


SUBSURFACE UTILITY NOTE
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". CONTRACTOR IS RESPONSIBLE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



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 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.



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 AGENCY (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.
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
4. 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.
5. ALL DISTURBED PERVIOUS AREAS SHALL BE FERTILIZED (TYPE 3, 22-5-10), SEED (MNDOT 26-151) 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.
6. WHERE FINAL STABILIZATION IS NOT COMPLETED BY NOVEMBER 15TH, ALL DISTURBED AREAS SHALL BE DORMANT SEEDDED AND STRAW MULCH SHALL BE CRIMPED INTO THE SOIL. TEMPORARY SEED MIX 22-111 SHALL BE APPLIED AT A RATE OF 30.50 LBS/ACRE. FOR WINTER CONSTRUCTION THE CONTRACTOR SHALL FOLLOW THE Mndot WINTER GUIDELINES.
7. 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.
8. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR OUTLET.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. SOME SLOPES ON SITE EXCEED 4:1. SLOPES STEEPER THAN 4:1 WILL BE STABLE FROM LAND SLIDING AND SURFACE EROSION.
17. 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.
18. 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.
19. THE CONTRACTOR TO MAINTAIN 2.0% MAXIMUM CROSS SLOPE ON ALL SIDEWALK.
20. 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.
21. 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 RELOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF ANY CONSTRUCTION. 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
	DENOTES EXISTING WATER SERVICE
	DENOTES EXISTING SANITARY SERVICE
	DENOTES EXISTING PROPERTY BOUNDARY
	DENOTES EXISTING UNDERGROUND ELECTRIC
	DENOTES EXISTING UNDERGROUND TELEPHONE
	DENOTES EXISTING UNDERGROUND GAS
	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

PROPOSER: MINERAL SPRINGS ESTATES, LLC
3611 85TH ST. NW
ORONOCO, MN 55960
CONTACT: STEPHEN WHEELER
EMAIL: SWHEELER@PRAIRIELASALLEPARTNERS.COM

ENGINEER: WIDSETH
3777 40TH AVE NW, SUITE 200
ROCHESTER, MN 55901
CONTACT: CRAIG BRITTON
PH: (507) 292-8743
EMAIL: CRAIG.BRITTON@WIDSETH.COM

MINERAL SPRINGS ESTATES
OWATONNA, MINNESOTA

ENLARGED GRADING PLAN - WEST

DATE: APRIL, 2025

SCALE: AS SHOWN

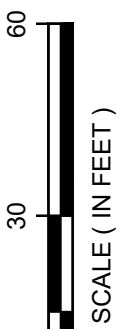
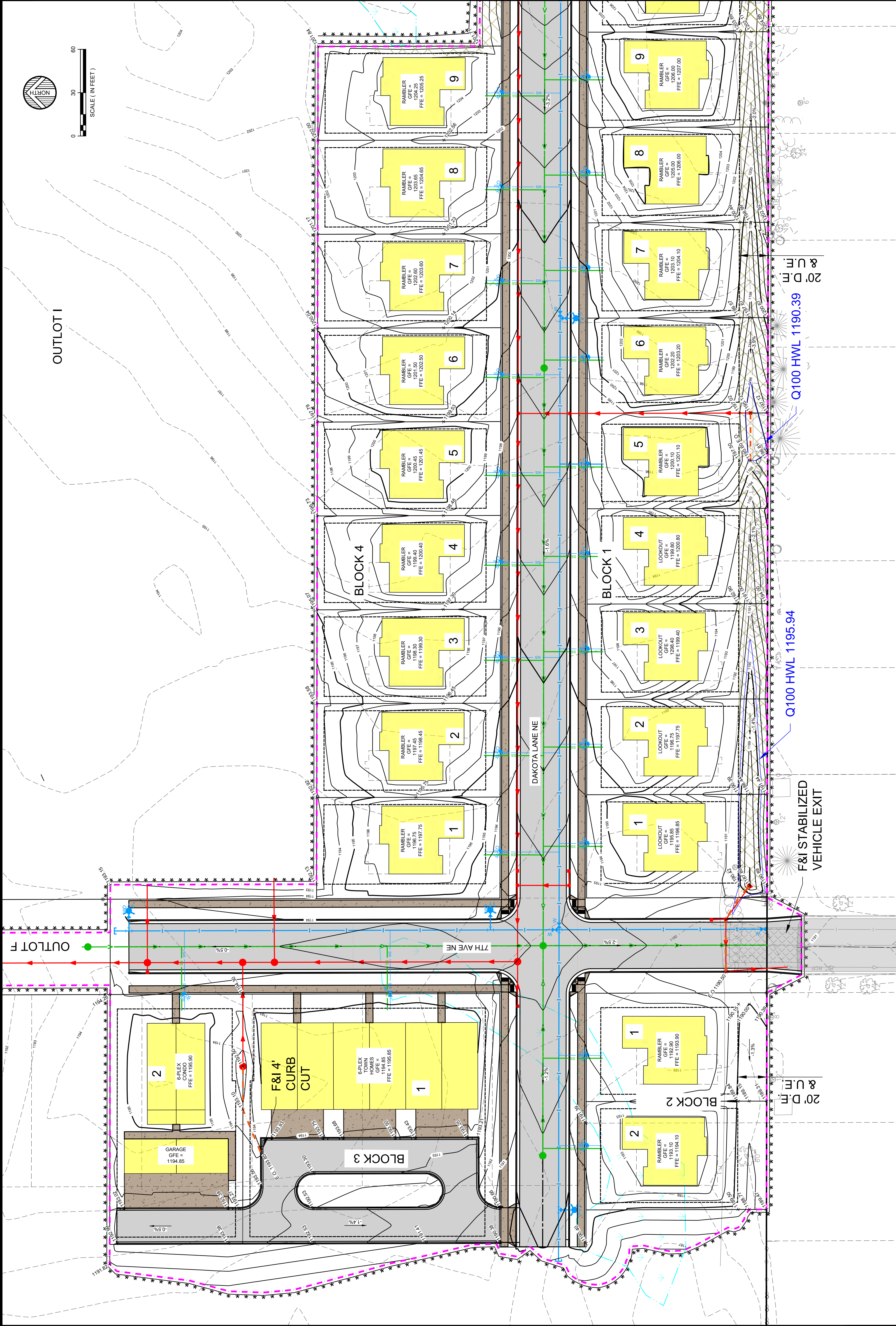
DRAWN BY: BJS

CHECKED BY: CNB

JOB NUMBER: 2022-1-1572

DATE	REV#	REVISIONS DESCRIPTION	BY

HEBRY CERVY 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.



MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

ENLARGED GRADING PLAN - EAST

DATE: APRIL, 2025

SCALE: AS SHOWN

DRAWN BY: BJS

CHECKED BY: CNB

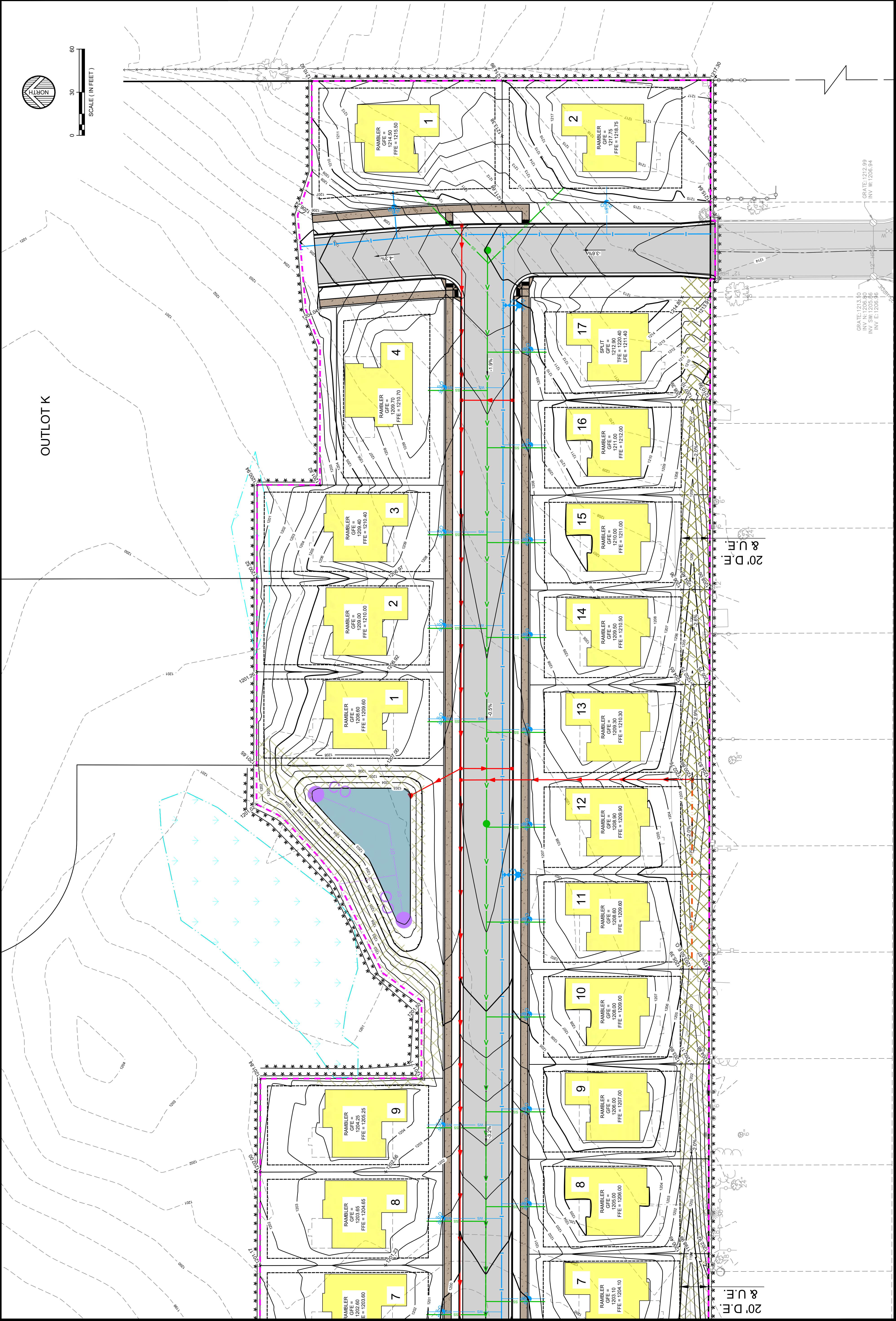
JOB NUMBER: 2022-1572

DATE	REV#	REVISIONS DESCRIPTION

BY: HERBRY CERRY 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

WIDSETH ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS



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

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 manufacturer.

- 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:
 -

Payment

The 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	507-206-2854
SWPPP Design	WIDSETH	Daren Meier	507-206-2148

Amendments to the SWPPP:

Date:

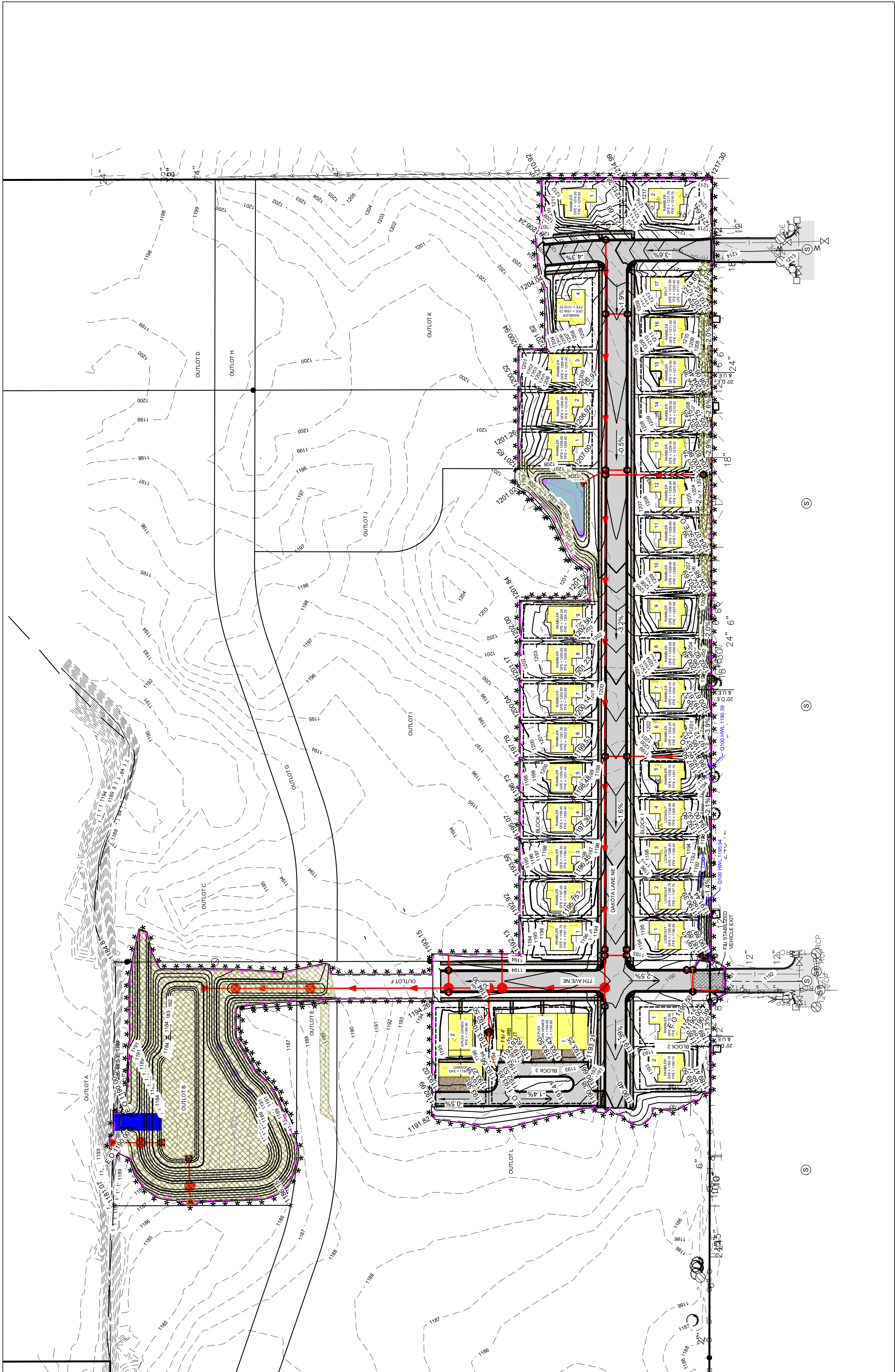
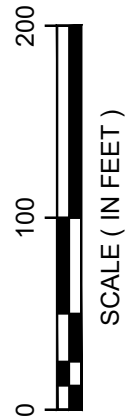
1. 2. 3. 4. 5.

	PROPOSED CONCRETE PAVING
	PROPOSED BITUMINOUS
	PROPOSED BUILDING
	PROPOSED EROSION CONTROL MAT (CAT 30)
	TEMP. CONST. EXT. (ROOF PLATE NO. 7-46 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

PROPOSED FEATURES LEGEND

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

EXISTING FEATURES LEGEND



MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA

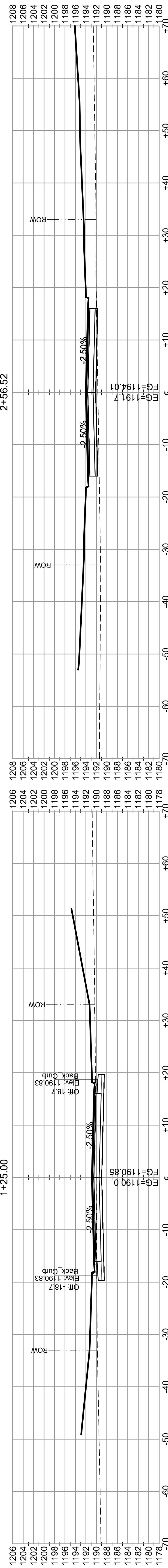
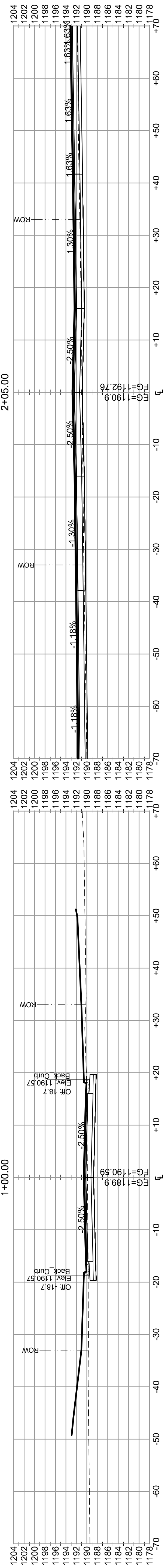
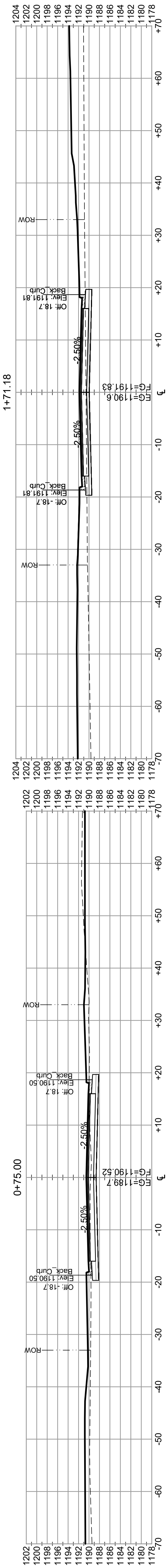
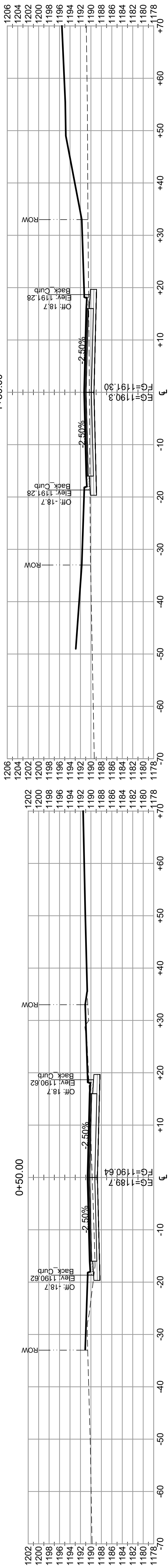
7TH AVENUE NE - CROSS SECTIONS

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



MINERAL SPRINGS ESTATES
OWATONNA, MINNESOTA

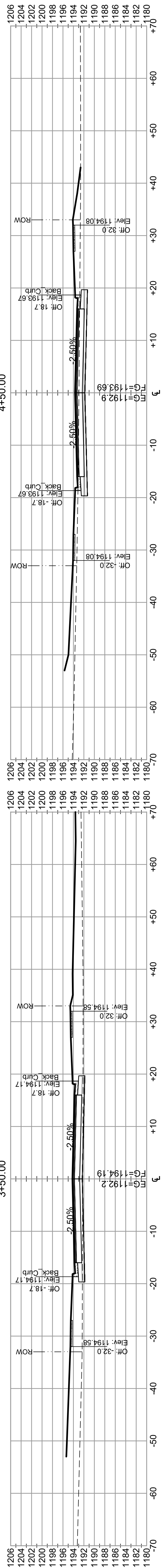
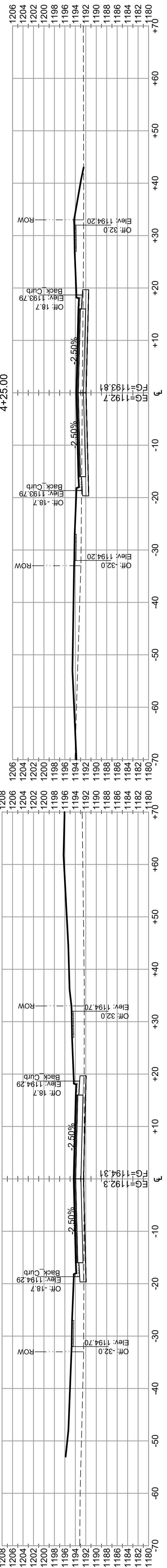
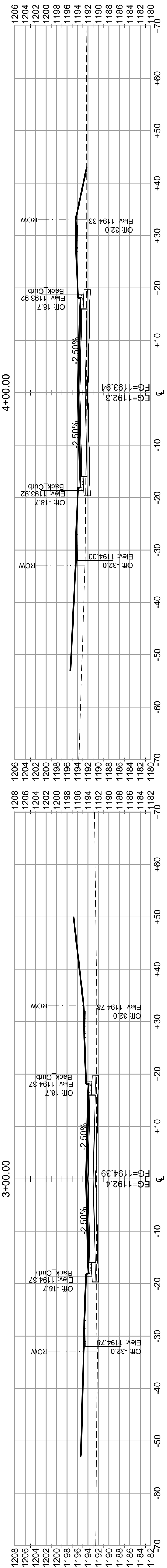
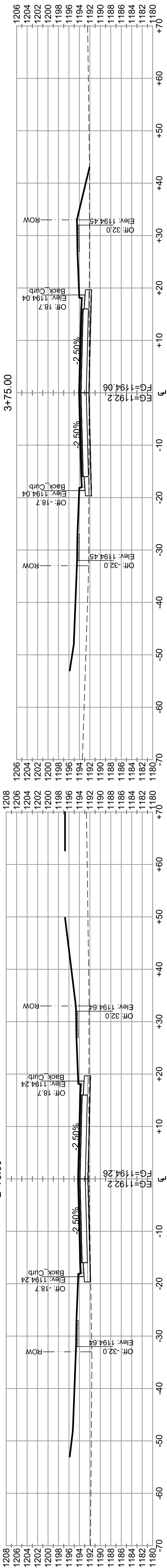
7TH AVENUE NE - CROSS SECTIONS

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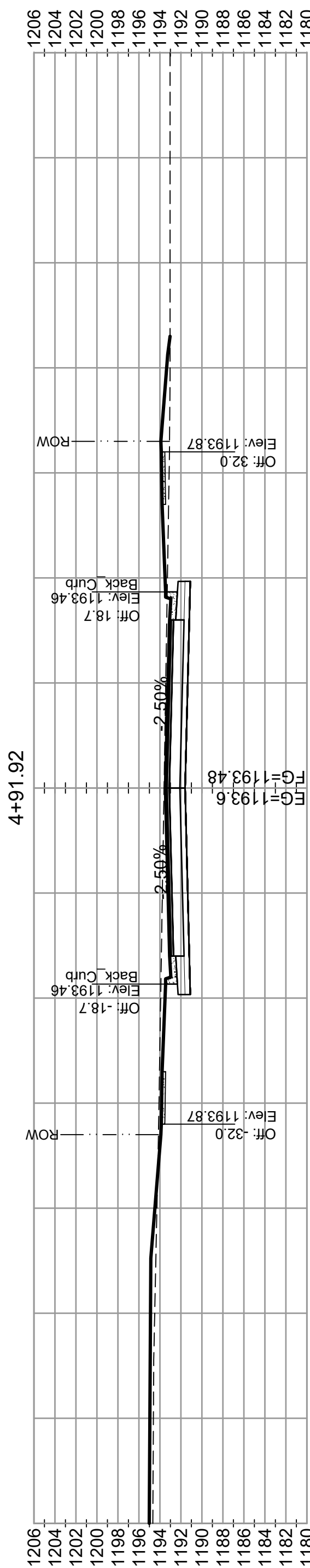
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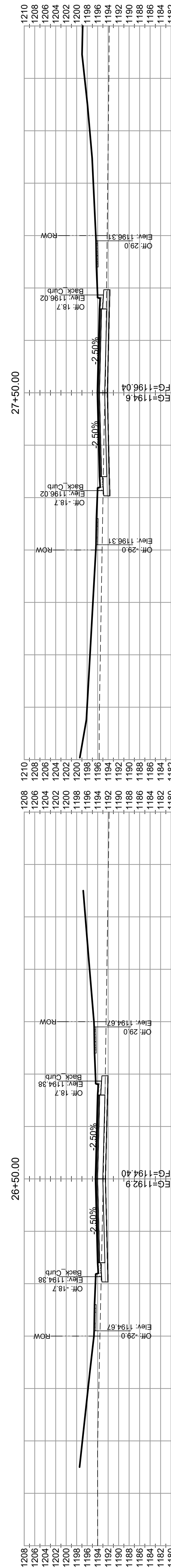
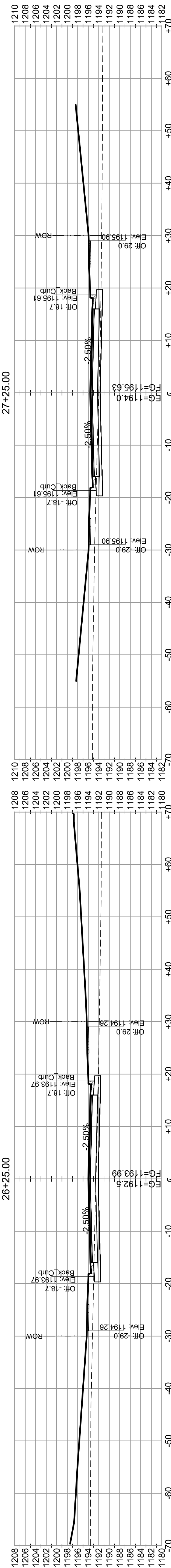
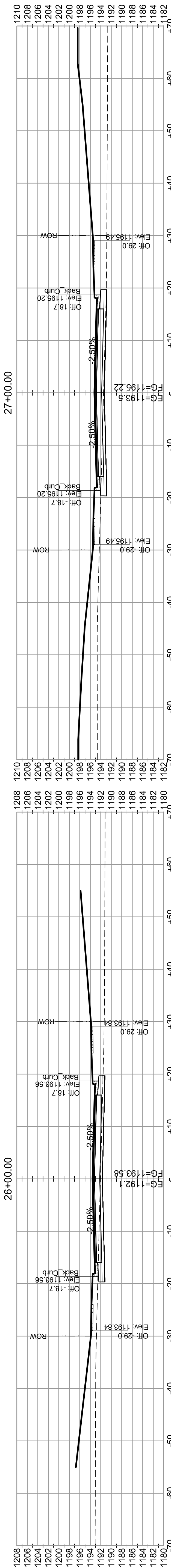
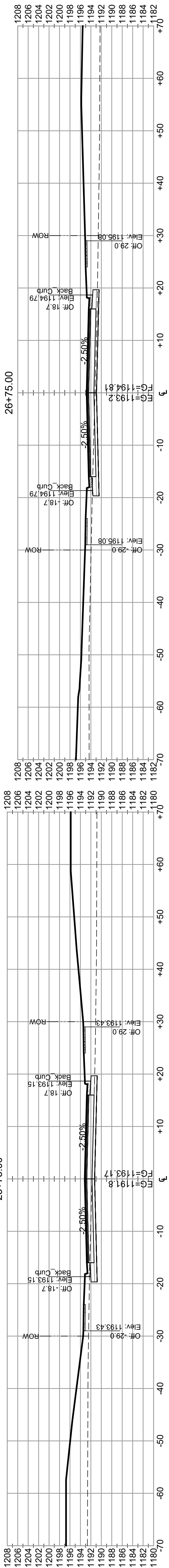
CRAIG N. BRITTON
DATE: 04-25-2025 LIC. NO. 44228



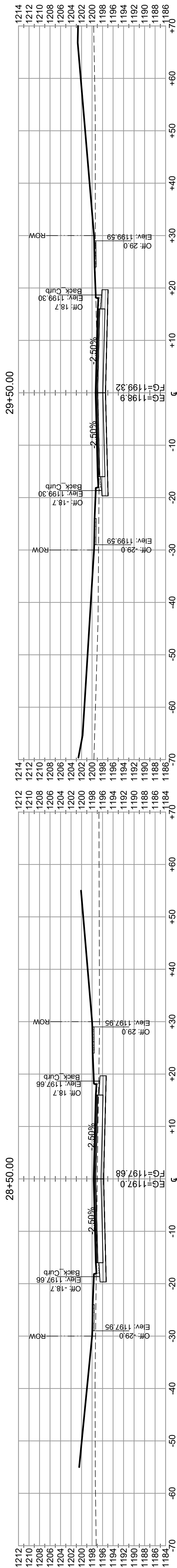
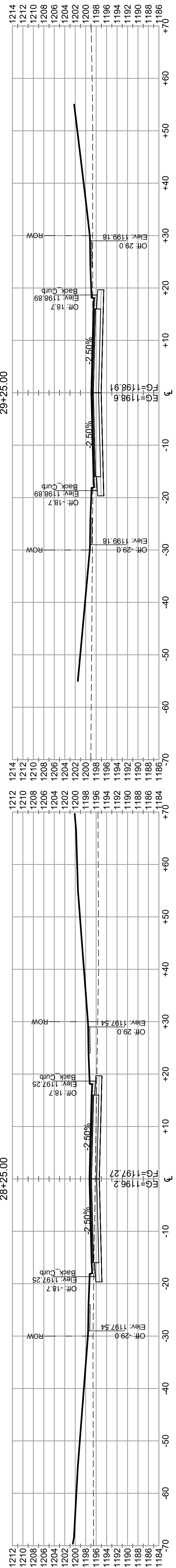
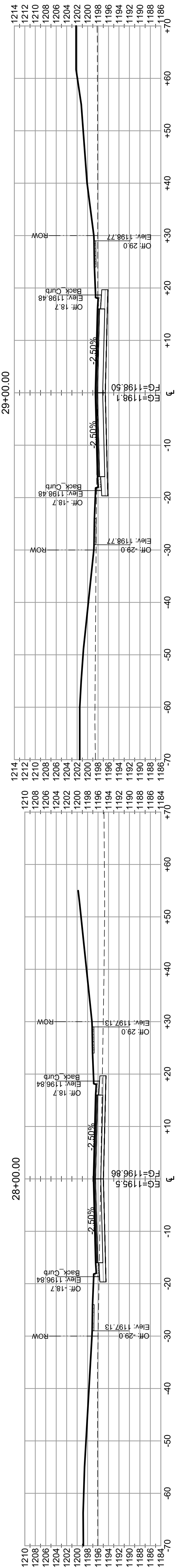
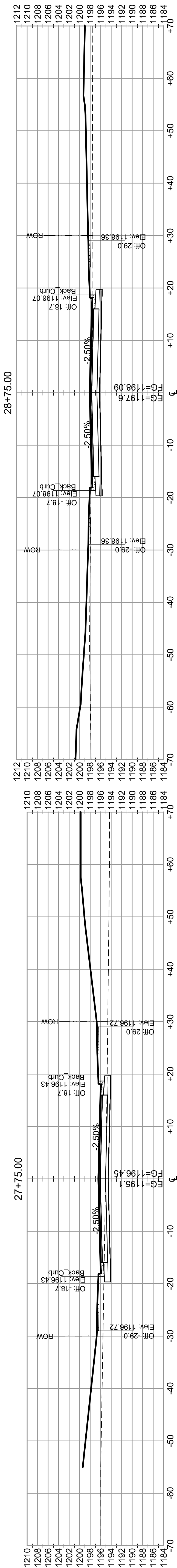
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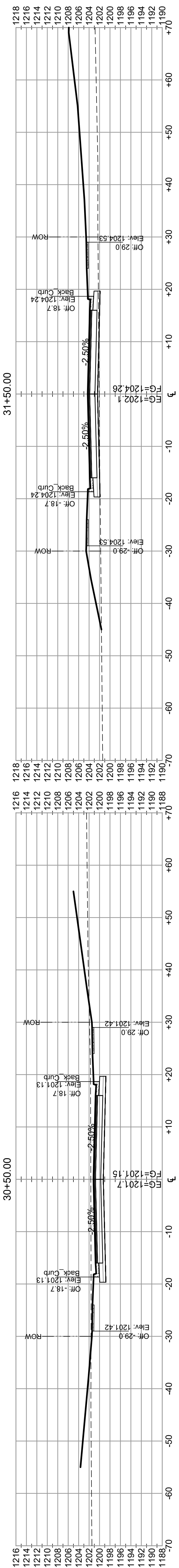
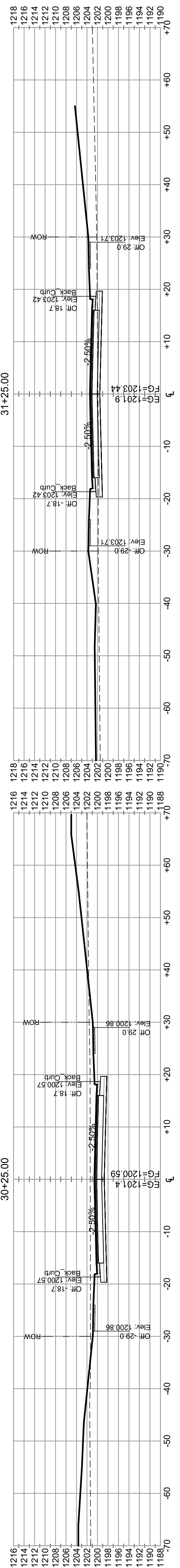
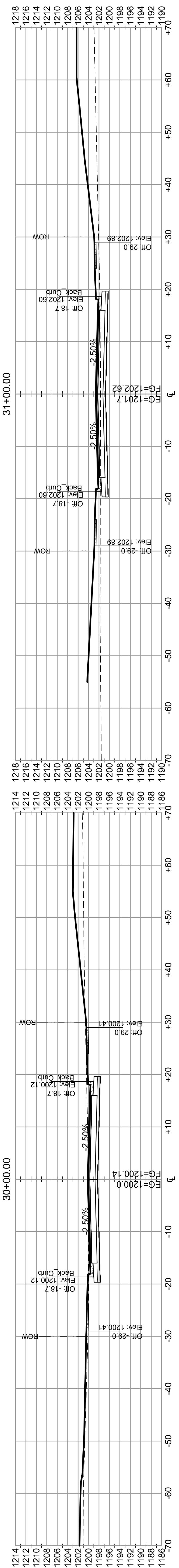
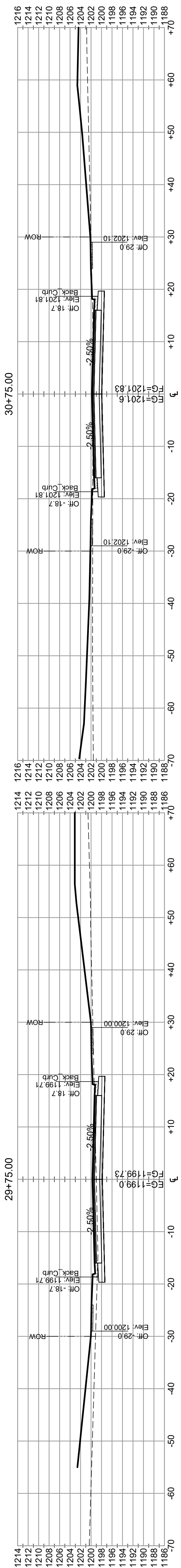
MINERAL SPRINGS ESTATES		DATE: APRIL, 2025		JOB NUMBER: 2022-11572		DAKOTA LANE NE - CROSS SECTIONS	
MINERAL SPRINGS ESTATES, LLC		SCALE: AS SHOWN		DRAWN BY: BJS		OWATONNA, MINNESOTA	
		CHECKED BY: CNB					
BY		DATE		REV#		REVISIONS DESCRIPTION	
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CRAG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



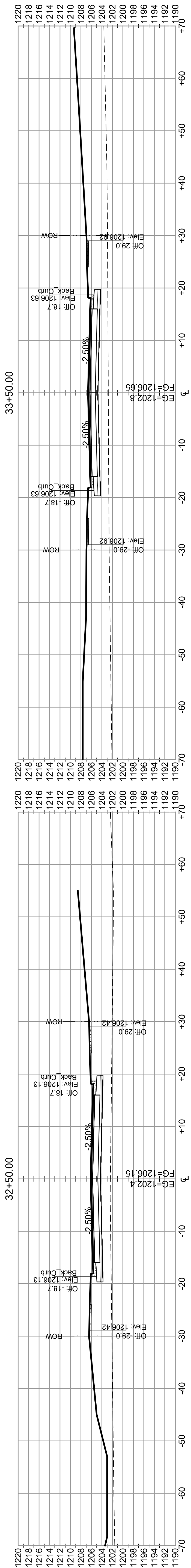
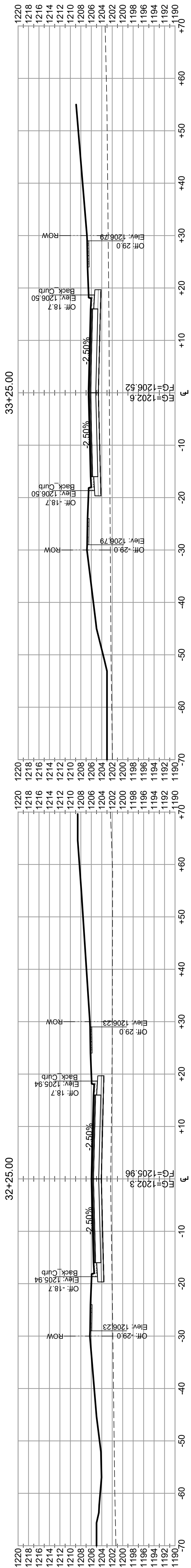
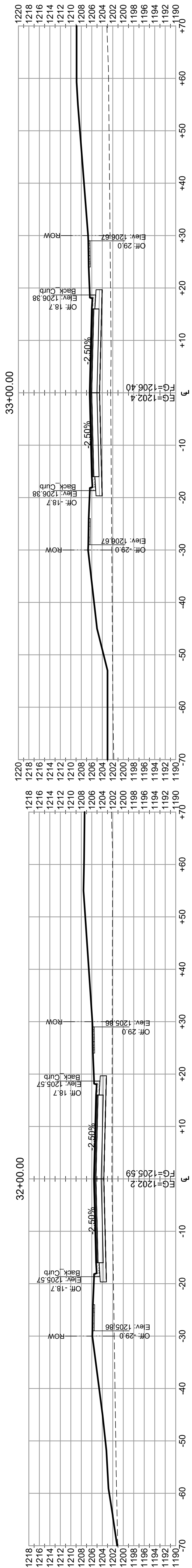
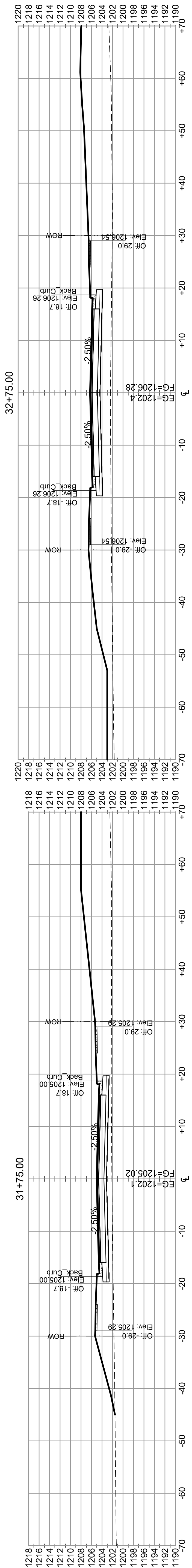
DAKOTA LANE NE - CROSS SECTIONS										JOB NUMBER: 2022-11572																			
MINERAL SPRINGS ESTATES MINERAL SPRINGS ESTATES, LLC OWATONNA, MINNESOTA										DATE: APRIL, 2025	SCALE: AS SHOWN	DRAWN BY: BJS	CHECKED BY: CNB																
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DAKOTA LANE NE - CROSS SECTIONS										JOB NUMBER: 2022-11572							
MINERAL SPRINGS ESTATES MINERAL SPRINGS ESTATES, LLC OWATONNA, MINNESOTA										DATE: APRIL, 2025		SCALE: AS SHOWN		DRAWN BY: BJS		CHECKED BY: CNB	
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DAKOTA LANE NE - CROSS SECTIONS										JOB NUMBER: 2022-11572							
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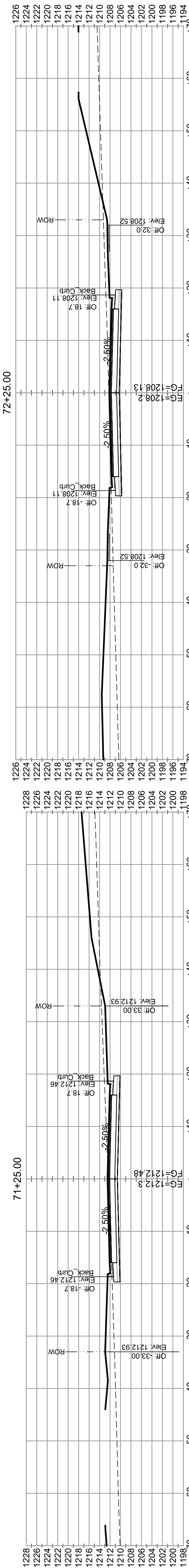
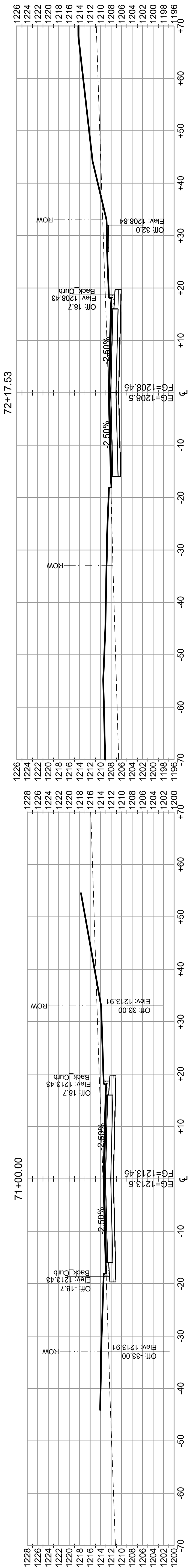
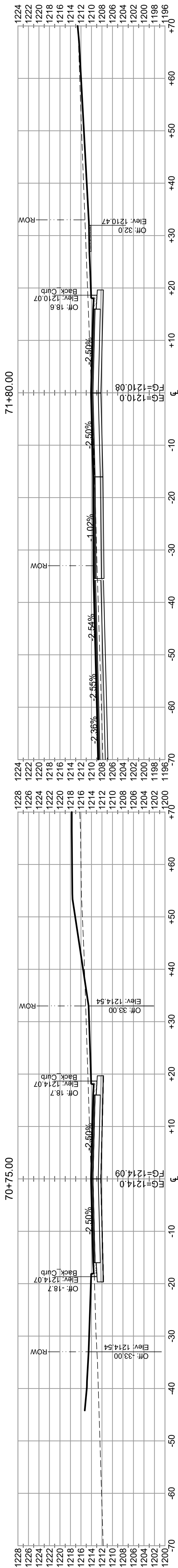
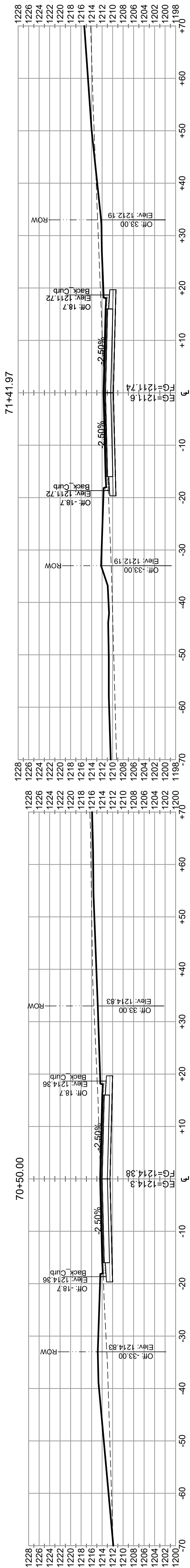


MINERAL SPRINGS ESTATES, LLC
OWATONNA, MINNESOTA
HEMLOCK AVENUE NE - CROSS SECTIONS

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

DATE	REV#	REVISIONS DESCRIPTION	BY

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MINERAL SPRINGS ESTATES
OWATONNA, MINNESOTA

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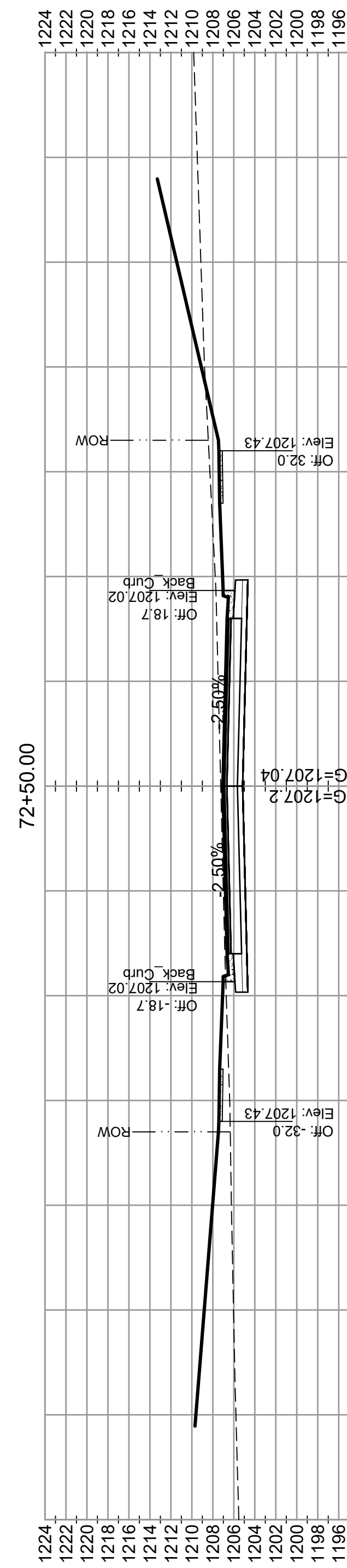
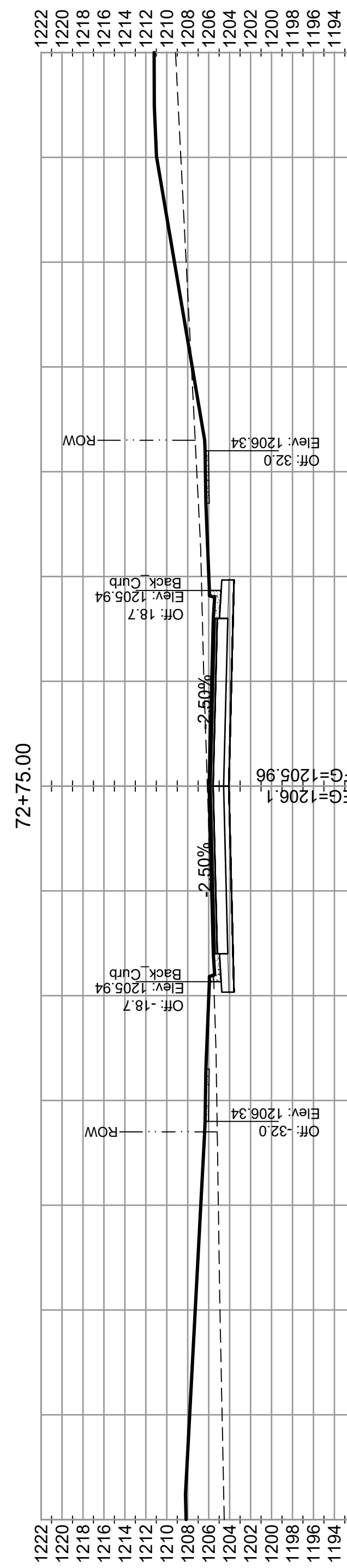
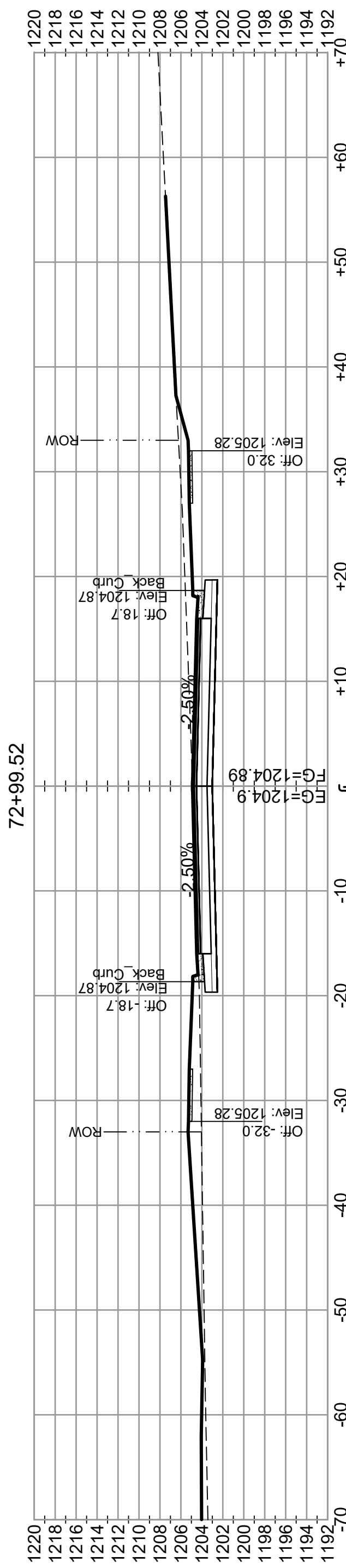


Exhibit D

(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



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 47-25 Loan Agreement and Mortgage - Mineral Springs Estates
Addition - Mineral Springs Estates, LLC

Purpose:

Council to approve Resolution 47-25 to approve a Loan Agreement and Mortgage with Mineral Springs Estates, LLC.

Background:

City Council approved a policy 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 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 47-25 Land Development Agreement, Loan Agreement & Mortgage
2. Loan Agreement - Mineral Springs Estates, LLC
3. Mortgage - Mineral Springs Estates, LLC

RESOLUTION NO. 47-25
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

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

ARTICLE I	DEFINITIONS	3
Section 1.1.	Definitions	3
ARTICLE II	REPRESENTATIONS AND WARRANTIES	5
Section 2.1.	Representations and Warranties of City	5
Section 2.2.	Representations and Warranties of Developer	5
ARTICLE III	LOAN AND CONSTRUCTION OF PROJECT	7
Section 3.1.	Loan Amount	7
Section 3.2.	Repayment of Loan	7
Section 3.3.	Conditions Precedent to Initial Advance	8
Section 3.4.	Construction Requirements	10
ARTICLE V	INSURANCE AND CONDEMNATION	12
Section 4.1.	Insurance	12
Section 4.3.	Reconstruction or Payment	14
Section 4.4.	Relationship to First Mortgagee	14
ARTICLE V	REAL PROPERTY TAXES	15
Section 5.1.	Real Property Taxes	15
ARTICLE VI	MORTGAGE FINANCING	16
Section 6.1.	Limitation Upon Encumbrance of Property	16
Section 6.2.	Approval of First Mortgage	16
Section 6.3.	First Mortgagee's Option to Cure Defaults	16
Section 6.4.	City's Option to Cure Default on First Mortgage	16
Section 6.5.	Subordination and Modification for the Benefit of Holders of First Mortgage	17
ARTICLE VII	PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION	18
Section 7.1.	Status of Developer; Transfer of Substantially All Assets	18
Section 7.2.	Prohibition Against Transfer of Property and Assignment of Agreement	18
Section 7.3.	Release and Indemnification Covenants	19
ARTICLE VIII	EVENTS OF DEFAULT	21
Section 8.1.	Events of Default Defined	21
Section 8.2.	Remedies on Default	22
Section 8.3.	No Remedy Exclusive	22
Section 8.4.	No Implied Waiver	23
Section 8.5.	Agreement to Pay Attorneys' Fees and Expenses	23
ARTICLE IX	ADDITIONAL PROVISIONS	24
Section 9.1.	Restrictions on Use	24
Section 9.2.	Conflicts of Interest	24
Section 9.3.	Titles of Articles and Sections	24
Section 9.4.	Notices and Demands	24
Section 9.5.	Counterparts	25
Section 9.6.	Modification	25
Section 9.7.	Law Governing	25

Section 9.8.	Legal Opinions.....	25
Section 9.9.	City Approvals.....	25

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, appraisal, 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
---------------	--

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.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed on the day and year first above written.

Mineral Springs Estates, LLC,
(a Minnesota limited liability company)

By: _____

Its: President

STATE OF _____)
_____) SS
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed, and sworn to 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

THIS INSTRUMENT WAS DRAFTED BY:
Taft Stettinius & Hollister LLP (AMN)
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

This is the signature and notary page to that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement dated August 19, 2025.

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.



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Emma Bransford, Sr Administrative Technician
SUBJECT: Resolution 48-25: CUP-22 Accessory Warehouse - 3510 Park Drive NW

Purpose:

Request approval of Resolution 48-25 approving CUP-22, request received from John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms to construct an Accessory Warehouse at 3510 Park Drive NW.

Background:

See attached staff report.

The Planning Commission held a public hearing for this request during their meeting on August 26th and recommend approval.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 48-25 CUP-22 Accessory Warehouse - 3510
2. Staff Report - Shultz Accessory Warehouse

RESOLUTION NO. 48-25
A RESOLUTION APPROVING CONDITIONAL USE CUP-22

WHEREAS, Conditional Use No. CUP-22 by John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms, requests for a conditional use permit to construct an accessory warehouse on the subject property; and

Lot 8, Block 4, Sanders Addition, Steele County, Minnesota.

WHEREAS, The Planning Commission held a public hearing on August 26, 2025, and recommended approval of CUP-22 and

WHEREAS, on September 2, 2025, the City Council accepted and approved Conditional Use CUP-22, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all the findings of the Planning Commission and hereby makes the identical findings as referenced in the CUP-22 Staff Report.

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

1. That said conditional use permit is in accordance with and conformity to the plans and regulations established by the City and the comprehensive plan for the development of the City.
2. That said conditional use permit be and the same hereby is approved with the following conditions:
 1. The accessory warehouse shall be used solely for purposes as allowed in accordance with applicable zoning and building code regulations.
 2. Photometrics plans to be submitted and approved prior to the issuance of a building permit.
 3. Landscaping plan to be submitted and approved prior to the issuance of a building permit including two trees along Park Drive, to meet code requirements.
 4. All items in the City Engineer's Memo dated August 21, 2025, must be adhered to.
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.

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

Aye ____; No ____; Absent ____.

Approved and signed this _____ day of September, 2025.

ATTEST:

Matt T. Jessop, Mayor

Jenna Tumma, City Administrator/City Clerk

August 20, 2025

To: Planning Commission

From: Community Development Department

RE: CUP-22 by John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms, requests for a conditional use permit to construct an accessory warehouse building on the subject property.

Application Review

Applicant/Owner: John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms

Location of Property: 3510 Park Drive NW

Zoning Map: I-2, Heavy Industrial District

Zoning Ordinance: Section 157.040 states that accessory buildings exceeding 1,000 square feet or more than 50% of the principal floor area require a Conditional Use Permit

Report Attachments: Location Map
Site Plan
ADA Plan
Building Plans
Project Narrative
City Engineer's Memo

Proposed Development

- CUP-22 by John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon Inc. on behalf of Larry Schultz of LSO Farms, requests for a conditional use permit to construct an accessory warehouse on the subject property. The accessory warehouse requires a Conditional Use Permit in accordance with Accessory Buildings and Structures regulations.
- The subject property is approximately 3 acres in size and is currently occupied by Larry Schultz Organic Farm.
- The accessory warehouse is proposed to be 11,520 square feet and will be used for cold storage.
- Together, the primary structure and proposed accessory building comprise 18% of the lot area, meeting the maximum building coverage requirement of 50%.

- The accessory warehouse is proposed with steel siding and roofing, designed to be compatible with the surrounding area.
- The warehouse will have three exterior overhead doors.
- The proposed warehouse meets all required side and rear yard setbacks.
- An additional access is proposed along the southern property line, connecting and expanding the existing parking lot and loading area.
- Three additional parking spaces will be added, bringing the total to 18 stalls, including 2 ADA-compliant stalls, meeting the minimum code requirement of 18 parking stalls.
- An ADA-compliant walkway is proposed to connect the primary building to the proposed accessory warehouse.
- A proposed stormwater filtration basin will be located on the southwest corner of the property.
- The applicant does not propose any additional signage at this time.

FINDINGS OF FACT

1. The property is zoned I-2, Heavy Industrial District
2. Notice was provided to all property owners within 350 feet of the subject property and published in the Owatonna Peoples Press.
3. A public hearing was held at the Planning Commission on August 26, 2025.
4. The request is not detrimental to or will endanger the public health, safety, morals, comfort, or general welfare of the public.
5. The request is compatible with the surrounding area.
6. The proposed use will not result in increased traffic.
7. The request will not require public services out of the ordinary.

Public Comment

At the time of this report, staff has not received any public comments.

Staff Recommendation

Staff recommends approval of CUP-22, a request to construct an accessory warehouse building on the subject property located at 3510 Park Drive NW on the following conditions:

1. The accessory warehouse shall be used solely for purposes as allowed in accordance with applicable zoning and building code regulations.
2. Photometrics plans to be submitted and approved prior to the issuance of a building permit.
3. Landscaping plan to be submitted and approved prior to the issuance of a building permit including two trees along Park Drive to meet code requirements.

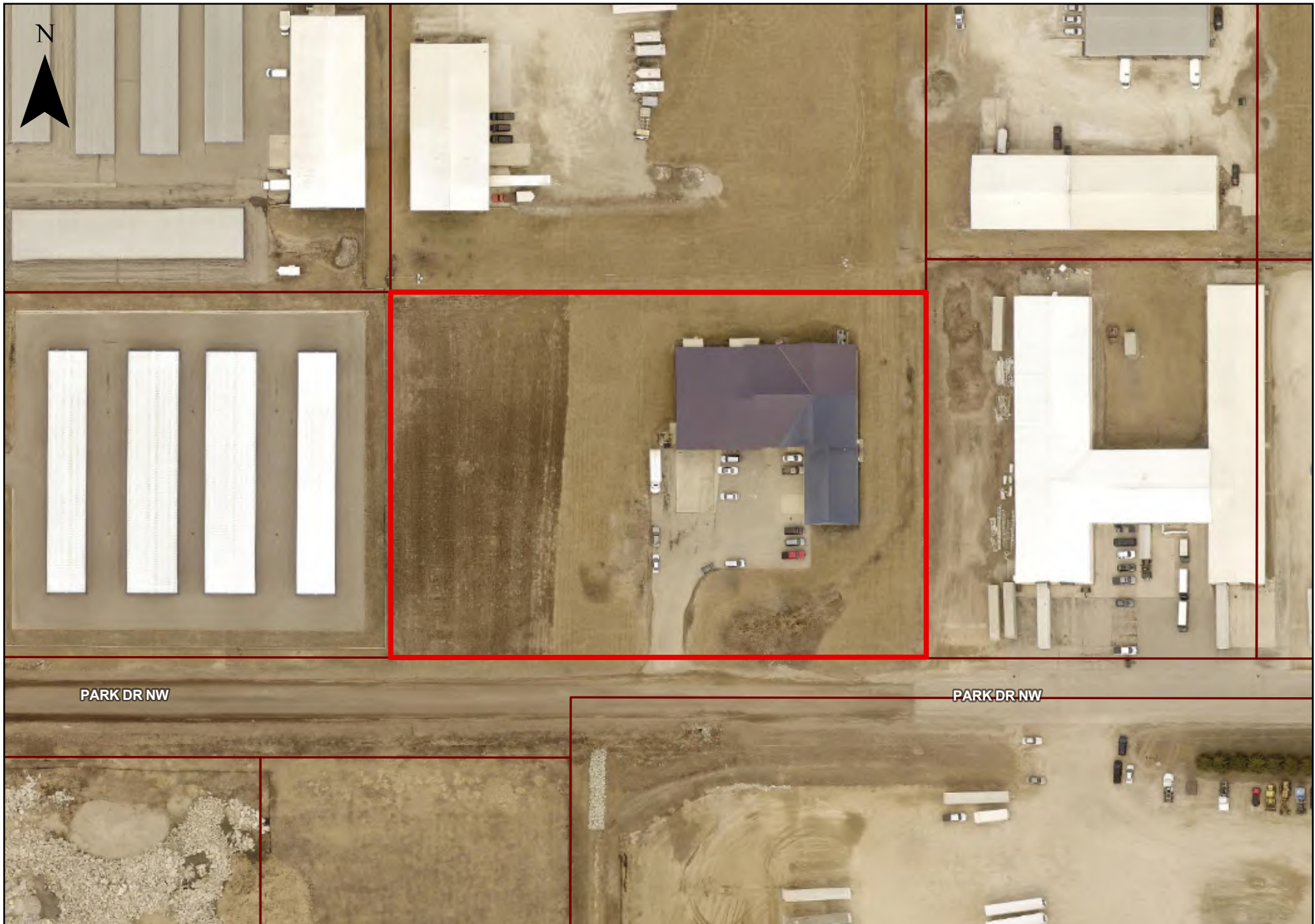
4. All items in the City Engineer's Memo dated August 21, 2025 must be adhered to.

Planning Commission

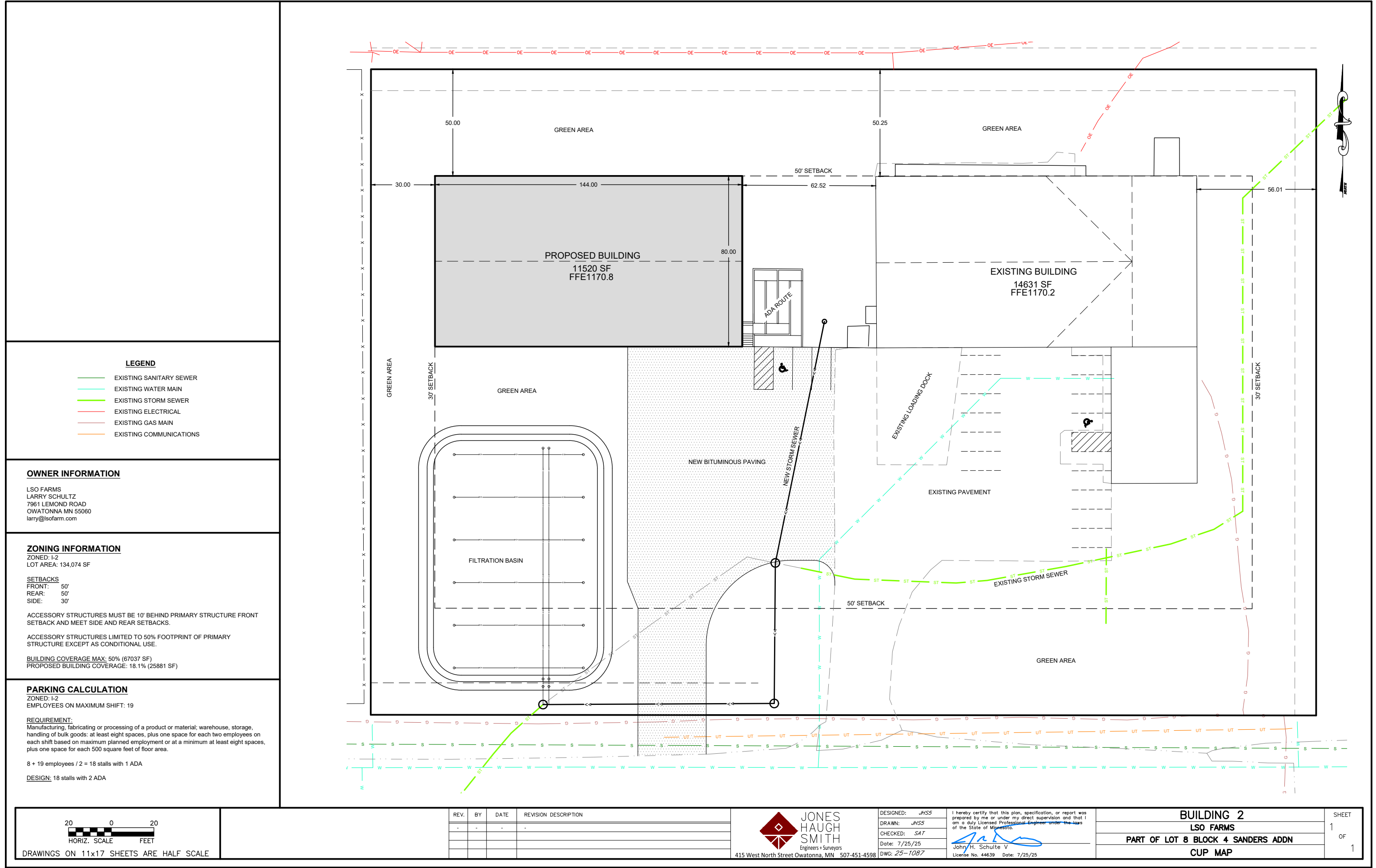
CUP-22, a request by John Schulte of Jones Haugh & Smith and Robert Seykora of Rocon on behalf of Larry Schultz of LSO Farms for a conditional use permit to construct an accessory warehouse building on the subject property located at 3510 Park Drive NW, was presented by Planning Specialist Emma Bransford. (Refer to report on file.) The public hearing opened at 5:33 pm. John Schulte was present representing Larry Schultz and Bob Seykora. He said they are working on the final location of the ADA stalls and route. Public hearing closed at 5:35 pm. Joachim asked if this is intended to be used as storage by Larry Schultz. Bransford said that is correct. A motion was made by Effertz and seconded by Wilson to recommend City Council approval of CUP-22, a request to construct an accessory warehouse building on the subject property located at 3510 Park Drive NW with the following conditions:

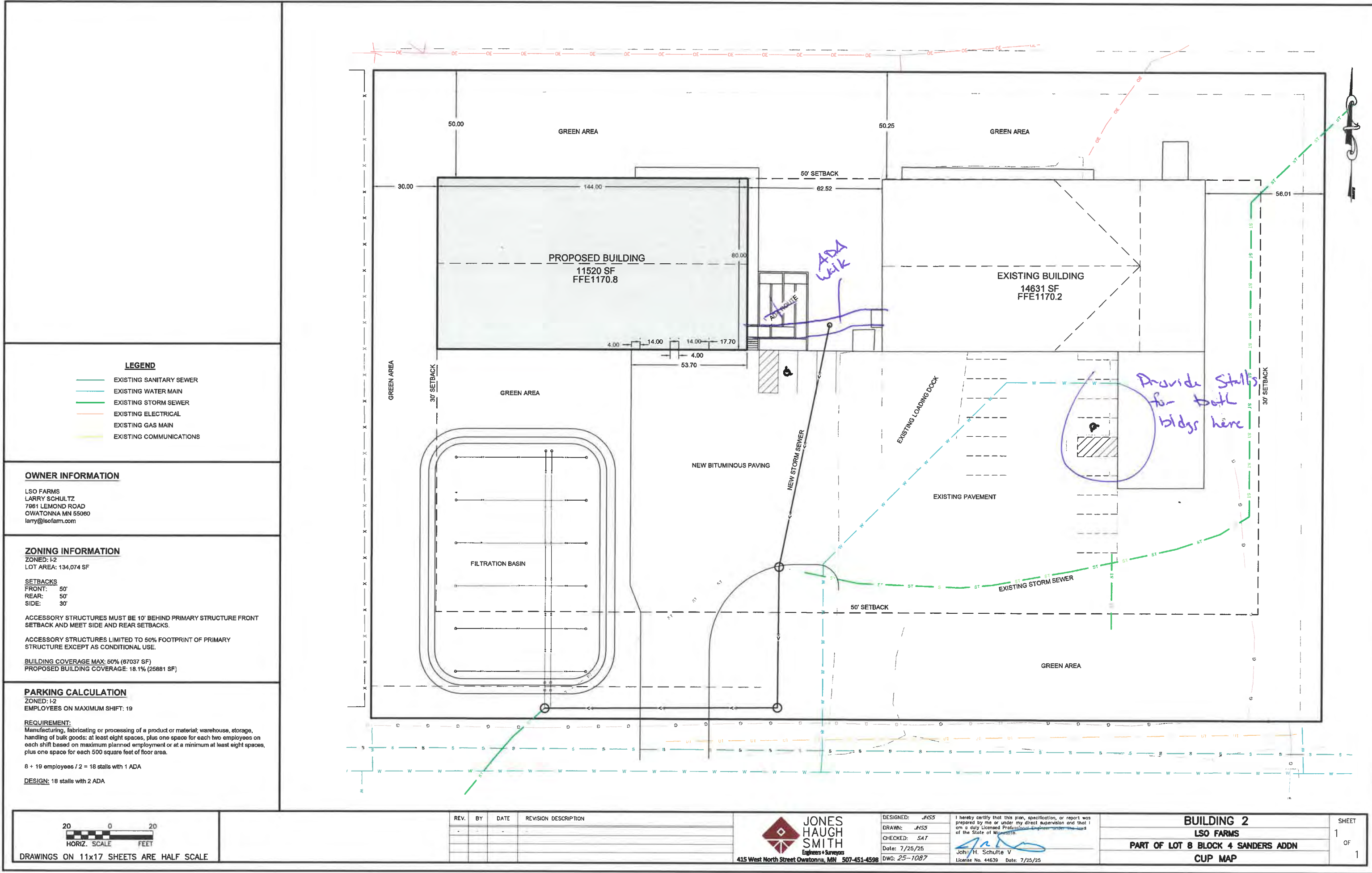
- 1) The accessory warehouse shall be used solely for purposes as allowed in accordance with applicable zoning and building code regulations.
- 2) Photometrics plans to be submitted and approved prior to the issuance of a building permit.
- 3) Landscaping plan to be submitted and approved prior to the issuance of a building permit including two trees along Park Drive to meet code requirements.
- 4) All items in the City Engineer's Memo dated August 12, 2025, must be adhered to.

All Commissioners voting Aye, the motion carried.



CUP-22 Accessory Building
3510 Park Drive NW





LEGEND

- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING ELECTRICAL
- EXISTING GAS MAIN
- EXISTING COMMUNICATIONS

OWNER INFORMATION

LSO FARMS
LARRY SCHULTZ
7961 LEMOND ROAD
OWATONNA MN 55060
larry@lsfarm.com

ZONING INFORMATION

ZONED: I-2
LOT AREA: 134,074 SF

SETBACKS

FRONT: 50'
REAR: 50'
SIDE: 30'

ACCESSORY STRUCTURES MUST BE 10' BEHIND PRIMARY STRUCTURE FRONT SETBACK AND MEET SIDE AND REAR SETBACKS.

ACCESSORY STRUCTURES LIMITED TO 50% FOOTPRINT OF PRIMARY STRUCTURE EXCEPT AS CONDITIONAL USE.

BUILDING COVERAGE MAX: 50% (67037 SF)
PROPOSED BUILDING COVERAGE: 18.1% (26881 SF)

PARKING CALCULATION

ZONED: I-2
EMPLOYEES ON MAXIMUM SHIFT: 19

REQUIREMENT:

Manufacturing, fabricating or processing of a product or material; warehouse, storage, handling of bulk goods; at least eight spaces, plus one space for each two employees on each shift based on maximum planned employment or at a minimum at least eight spaces, plus one space for each 500 square feet of floor area.

8 + 19 employees / 2 = 18 stalls with 1 ADA

DESIGN: 18 stalls with 2 ADA



DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE	REVISION DESCRIPTION

JONES HAUGH SMITH
Engineers + Surveyors
415 West North Street Owatonna, MN 56001
507-451-4598

DESIGNED: JHS
DRAWN: JHS
CHECKED: SAT
Date: 7/25/25
DWG: 25-1087

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.

John H. Schulte V
License No. 44639 Date: 7/25/25

BUILDING 2
LSO FARMS
PART OF LOT 8 BLOCK 4 SANDERS ADDN
CUP MAP

SHEET
1
OF
1

- * PRINTING 'FIT TO PAGE' WILL CAUSE PRINTS TO BE OUT OF SCALE
- * TDC IS NOT RESPONSIBLE FOR PRINTS NOT TO SCALE

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THE DESIGN CONNECTION AND
BUILDER

[illegible]

DESIGN REVIEW
NOT FOR
CONSTRUCTION



QUICK REFERENCE KEY			
WINDOW TYPE/STYLE:		GENERIC	
FOUNDATION HGT:		FROST FOOTING	
MAIN LEVEL WALL HGT:		16'-4 1/2" WOOD STUDS	
MAIN LEVEL FLOOR SYSTEM:		SLAB ON GRADE	
FOUNDATION SQ FT:	INT SF	EXT SF	VOLUME
MAIN LEVEL SQ FT:	11223 SF	11520 SF	VOL

SCHULTZ BUILDING
SCHULTZ ORGANIC FARMS
3510 PARK DR
OWATONNA
RAYMOND YODER
MINNESOTA

PROJECT #:	25299
DRAWN BY:	ACL
CHECKED BY:	RCJ
PRELIM DATE:	AUGUST 05, 2025
PRICING SET DATE:	.
FINAL SET DATE:	.
REVISION:	.
PRINTED:	Aug 05, 2025

FRONT & REAR
EXTERIOR ELEVATIONS

A1.1

- * TDC PRINTS ARE PREPARED TO BE PLOTTED ONTO 24"x36" SHEETS
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- * PRINTING "FIT TO PAGE" WILL CAUSE PRINTS TO BE OUT OF SCALE
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QUICK REFERENCE KEY			
WINDOW TYPE/STYLE:		GENERIC	
FOUNDATION HGT:		FROST FOOTING	
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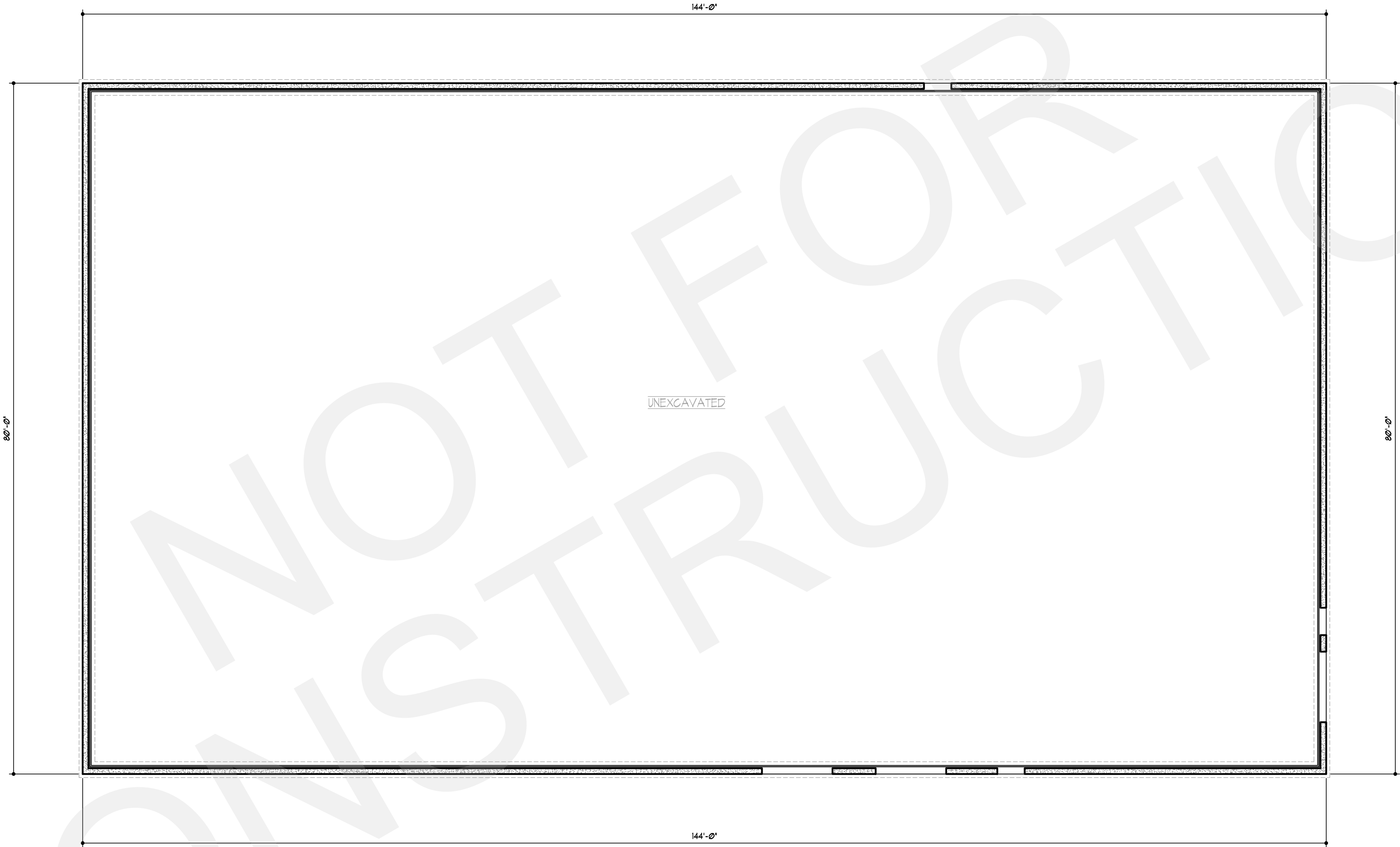
SCHULTZ BUILDING
SCHULTZ ORGANIC FARMS
3510 PARK DR
OWATONNA
MINNESOTA
RAYMOND YODER

PROJECT #:	25299
DRAWN BY:	ACL
CHECKED BY:	RCJ
PRELIM DATE:	AUGUST 05, 2025
PRICING SET DATE:	.
FINAL SET DATE:	.
REVISION:	.
PRINTED:	Aug 05, 2025

RIGHT & LEFT
EXTERIOR ELEVATIONS

A1.2

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• TDC IS NOT RESPONSIBLE FOR PRINTS NOT TO SCALE



1 FOUNDATION PLAN
SCALE: 1/8"=1'-0" (22" x 34")
SCALE: HALF SCALE (11" x 17")

QUICK REFERENCE KEY			
WINDOW TYPE/STYLE:	GENERIC		
FOUNDATION HGT:	FROST FOOTING		
MAIN LEVEL WALL HGT:	16'-4 1/2" WOOD STUDS		
MAIN LEVEL FLOOR SYSTEM:	SLAB ON GRADE		
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UPON SUBMITTAL OF THESE PLANS FOR PERMIT AND BIDDING FOR INTENDED CONSTRUCTION, THE USER OF THESE PLANS AGREES TO HOLD THE DESIGN CONNECTION AS HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE INTENDED. THE DESIGN CONNECTION WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS DISCOVERED AND REPORTED PRIOR TO THE START OF WORK, BUT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS DISCOVERED AFTER THE START OF CONSTRUCTION. THE USER OF THESE PLANS SHALL ASSUME FULL RESPONSIBILITY FOR DIMENSIONS AND DETAILS, INCLUDING CONSTRUCTION TECHNIQUES, SPECIFICATIONS, STRUCTURAL AND / OR SAFETY REQUIREMENTS AND CONFORMITY TO ALL STATE AND LOCAL CODES AND ORDINANCES. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITTING AND BIDDING REQUIREMENTS FOR THE PROJECT.

DESIGN REVIEW
NOT FOR
CONSTRUCTION

SCHULTZ BUILDING
SCHULTZ ORGANIC FARMS
3510 PARK DR
OWATONNA
RAYMOND YODER

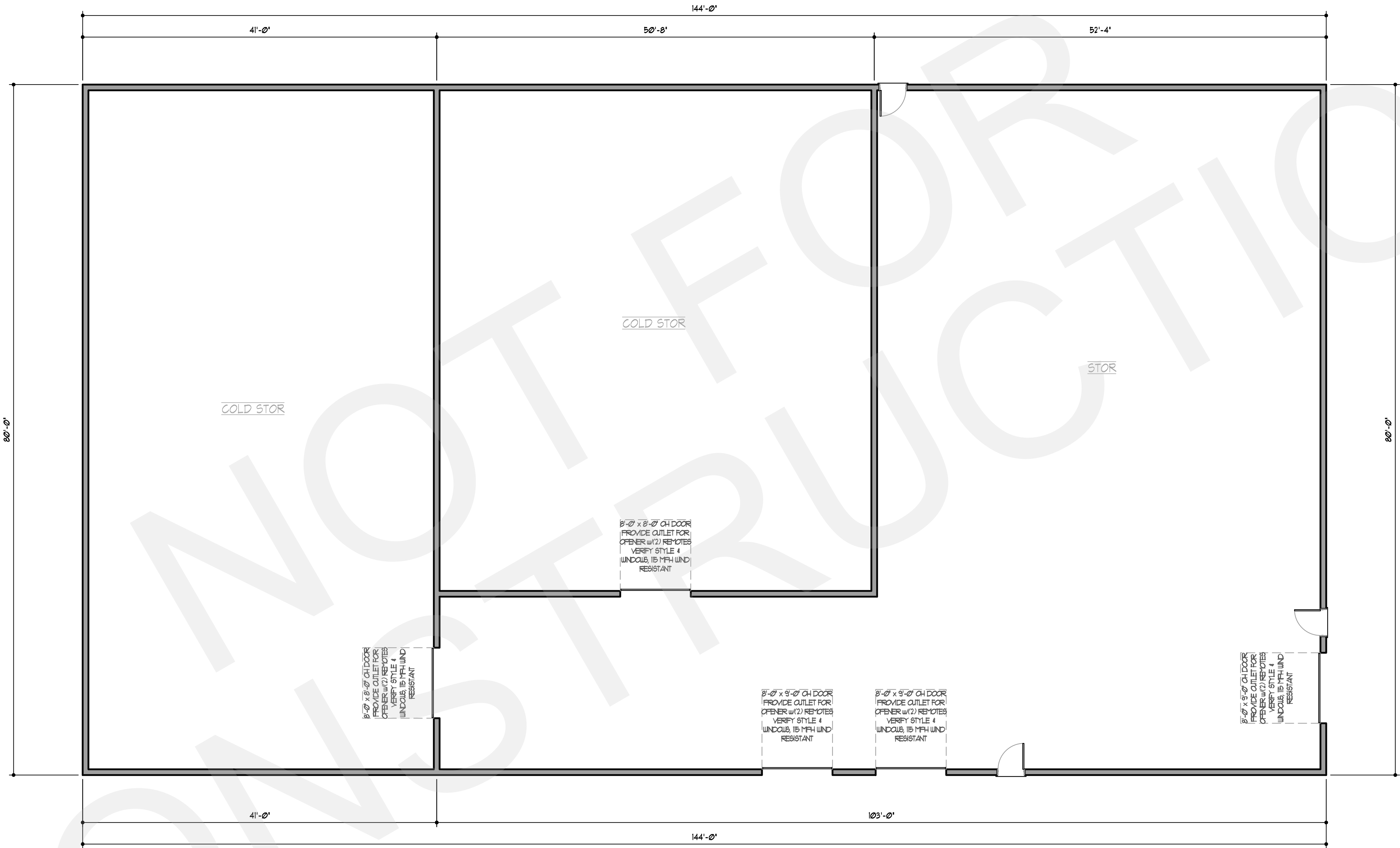
MINNESOTA

PROJECT #:	25299
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FOUNDATION
PLAN

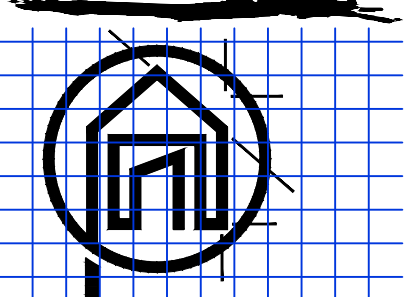
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* TDC IS NOT RESPONSIBLE FOR PRINTS NOT TO SCALE



1 MAIN LEVEL PLAN
SCALE: 1/8"=1'-0" (22" x 34")
SCALE: HALF SCALE (11" x 17")

QUICK REFERENCE KEY			
WINDOW TYPE/STYLE:	GENERIC		
FOUNDATION HGT:	FROST FOOTING		
MAIN LEVEL WALL HGT:	16'-4 1/2" WOOD STUDS		
MAIN LEVEL FLOOR SYSTEM:	SLAB ON GRADE		
	INT. SF	EXT. SF	VOLUME
FOUNDATION SQ. FT.		11520 SF	
MAIN LEVEL SQ. FT.	11223 SF	11520 SF	VOL.



the design connection
Residential and Commercial
Design + Planning
Serving Minnesota,
Wisconsin, Iowa, Nebraska
North & South Dakota
1632 Greenview DR SW
Rochester MN 55902
PHONE (507) 286-7869
aaron@thedesignconnection.net
www.thedesignconnection.net

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OF THE DESIGN CONNECTION.
THESE PLANS AND DESIGNS WERE
CREATED AND DEVELOPED IN
CONNECTION WITH THE SPECIFIC
PROJECT AND SHALL NOT BE
REPRODUCED FOR ANY PURPOSE
WHATSOEVER WITHOUT THE
EXPRESS WRITTEN PERMISSION OF
THE DESIGN CONNECTION AND
BUILDER.

DESIGN REVIEW
NOT FOR
CONSTRUCTION

SCHULTZ BUILDING
SCHULTZ ORGANIC FARMS
3510 PARK DR
OWATONNA
RAYMOND YODER

MINNESOTA

PROJECT #:	25299
DRAWN BY:	ACT
CHECKED BY:	RCJ
PRELIM DATE:	AUGUST 05, 2025
PRICING SET DATE:	
FINAL SET DATE:	
REVISION:	
PRINTED:	Aug 05, 2025

MAIN LEVEL
FLOOR PLAN

A3.1



PRINCIPALS

Steven J. Thompson, P.L.S.
Brian J. Johnson, P.E.
Steven J. Penkava, P.E.
John H. Schulte V, P.E.
Scott A. Tuchtenhagen, P.L.S.

Established 1945

Project Narrative

LSO Farms

Lot 8 Block 4 Sanders Addition

Prepared by: John H. Schulte V, PE

July 25, 2025

Larry Schultz of LSO Farms intends to construct a warehouse building on his site at 3510 Park Drive in support of his growing business. The warehouse and associated expanded truck maneuvering and parking area would join the current paved areas. A new filtration basin would be constructed to address increased runoff from new hard surfaces on the site.

Said warehouse will be an accessory structure over 50% of the size of the primary building on the site. City code requires a Conditional Use Permit for these cases, hence this request.



Date: 2025-08-21

Project: Larry Schultz Organic Farms

Address: 3510 Park Dr NW

Conditional Use Permit: CUP-22

Applicant: John Schulte (Jones, Haugh, Smith, Inc.)

Staff Review Comments:

1. All construction activity shall be consistent with the most current Stormwater Management Code 52.00, design standards, and guidance documents, at the time of permitting.
2. All new development and redevelopment standards (reconstruction) related to post construction stormwater management shall be reviewed and approved prior to any issuance of a Grading Permit, Building Permit, Certificate of Occupancy, and/or permit termination as applicable.
3. City Grading Permit coverage is required.
4. A detailed Stormwater Management Report including existing and proposed drainage maps, calculations, and supporting documentation.
5. The Stormwater Management Report shall describe:
 - a. Downstream impacts to discharge rates/volumes, ponding HWL's, and low openings of nearby structures.
 - b. Downstream impacts to water quality.
 - c. Impacts to the capacity of the adjacent stormwater basin.
 - d. Ability for the site's stormwater infrastructure to convey a 10-yr 24-hr storm event.
 - e. Ability for the site to safely route the 100-yr 24-hr storm event.
 - f. Changes to the emergency overflow and emergency overland elevations as well as the projects impact to adjacent properties' low openings.
6. All typical grading permit termination requirements shall be met including:
 - a. Submission of SWPPP Self-inspection records and project completion photographs.
 - b. Final topographic survey, As-built, and updated Record Drawing will be required.
 - i. As-built shall be submitted as .pdf and GIS compatible format (CAD or shapefile is acceptable).
 - c. Engineer's Certificate of Stormwater Compliance.
7. All permanent stormwater facilities will require a Stormwater Facility Maintenance Agreement with the City. This agreement shall be recorded with Steele County Recorder's Office.
8. All permanent stormwater facilities require a Long-term Operations and Maintenance Plan that includes an inspection schedule and description of the funding mechanism.

Should you have any questions, please call 507.444.4350.

Thank You

A handwritten signature in blue ink, appearing to read 'S. Murphy', is positioned above the printed name.

Sean Murphy
Director of Public Works and City Engineer



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 49-25 Preliminary & Final Plat - Culligan Addition

Purpose:

Request Council approval of Resolution 49-25 for approval of the Preliminary and Final Plat of Culligan Addition.

Background:

See attached Staff Report.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval as recommended by the Planning Commission.

Attachments:

1. Resolution 49-25 Pre & Final Plat - Culligan Addition
2. Staff Report - Culligan Addition

RESOLUTION NO. 49-25

A RESOLUTION APPROVING PRELIMINARY & FINAL PLAT
OF CULLIGAN ADDITION

WHEREAS, on September 2, 2025, the City Council accepted and approved the Preliminary and Final Plat of Culligan 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 date of approval.
 - b) The Title Opinion shall be approved by the City Attorney prior to recording of the Final Plat.
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

August 22, 2025

To: Planning Commission
From: Community Development Department
RE: Preliminary and Final Culligan Addition

Application Review:

Applicant: John Schulte V, Jones Haugh & Smith
Owner: Culligan Ultrapure
Location of Property: 110 Fremont Street W
Existing Zoning: B-3, Central Business District
Existing Land Use: The land is currently office and warehouse space.
Report Attachments:

1. Location Maps
2. Preliminary Plat
3. Final Plat
4. Application Letter

Proposed Development:

Size of Subdivision: 1.08± acres
Number of Lots: Multiple commercial lots being platted into one
Lot Configuration: The lot is irregular in shape.
Street Pattern: The street pattern will not change from what exists today.
Services: Services are existing.
Timing/Financing of Development: The applicant is hoping to record the final plat and begin the construction in the fall.
Outstanding Assessments: None
Floodplain: None
Wetlands: None
Storm Water Drainage: No changes proposed.

Easements: Perimeter Easements have been provided as requested by the City and OPU.

County/MNDOT Review: The property is not adjacent to a state or county road.

Background

John Schulte V, Jones, Haugh, and Smith, on behalf of Culligan Ultrapure Real Estate Inc., a request for preliminary and final plat of Culligan Addition, a 1.08± acre tract of commercial land. The applicant is requesting the plan in order to combine all of their lots from multiple plats into one platted lot in order to construct an accessory building for storage.

Staff Review:

Staff recommends approval of the preliminary and final plat of Culligan Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.

Planning Commission:

Preliminary and Final Plat of Culligan Addition, which is a 1.08± acre tract of land zoned B-3, Central Business District, requested by John Schulte V, Jones Haugh & Smith, owned by Culligan Ultrapure, and located at 110 Fremont Street W was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:38 pm. Randy Balausk, who owns the duplexes to the west side of the plat (513 Oak Avenue North), said that he has some concerns about the proposed warehouse. He said he wants to know how this rezoning will affect his properties and wondered if the entire block is being rezoned. He said it could create inconsistencies. He asked if the City upgrades utilities or drainage systems, will they, as owners, be assessed for the cost. He asked about future charges and whether this will trigger increased utility fees. He requested a breakdown of costs if that occurs. He asked about setbacks and said that it could affect the privacy and aesthetics of his property. He would like a clarification on the type of building it will be. He said he is concerned about water runoff, asked if there was a stormwater management plan, and said that he would like a copy of it. Another concern is property damage during construction and he said he would like a preconstruction survey. He said he was concerned about his retaining wall. He wanted to know what will be stored in the building, why this location was chosen, and where this operation was previously located. He said he would like to see a traffic impact study and wondered what type of vehicles would be in an out. He would like a copy of their operation hours and noise mitigation strategies. He said he would like to protect the quality of life as it would impact the privacy and noise of the area. He said he would like to know the impact to his rental license. He said that the luxury apartments down the street are already impacting his rental fees. He said he would also like a full site plan and an environmental impact study. He submitted a formal letter

of objection to the project. (Refer to letter on file.) Sallie Newbowers, 136 Fremont Street West, said will affect both the east and the north side of her property. She said that it doesn't look like they did anything with her property in the survey but the retaining wall on the west side of the future warehouse goes the full way from Front Street to Fremont Street. She said that her house and driveway does not show on the survey. She said she doesn't know how this will affect their house and wondered if they would expect them to take anything down so that they can have an egress. When they took down the house on the property where they plan to build the warehouse, they just buried it. When they go to level it, how much will they have to level it and what will they find? Public hearing closed at 5:48 pm. Kruschke said that the request before us is a plat of the property and not for the building, though it is shown on this plat. He recommended the neighbors talk to the property owner. He said this request is just formalizing the boundaries of the property. As far as any variances with the boundaries, those come from the survey and have to match. The first step to any future building was combining these lots. At this time we are formalizing boundaries. Utility and access issues will be reviewed at the time of the building permit. There are no rezoning requests at this time, so anything that happens in this district has to be permitted in a B-3, Central Business District. Eickhoff said that the boundaries were concerning and asked if there was any way to bring that to the City Attorney. Kruschke said that they can certainly have that conversation. The boundary comes from the title work that has been purchased by the owner over time. We don't deal with that a lot, but do see those situations come up. Any challenges to the title are above us and go through real estate court. Eickhoff said that the concerns are legitimate but we are just addressing the boundaries. A motion was made by Eickhoff and seconded by Effertz to recommend City Council approval of the preliminary and final plat of Culligan Addition with the following conditions:

- 1) The final plat shall be recorded within 60 days of the approval.
- 2) The title opinion shall be approved by the City Attorney prior to recording of the final plat.

All Commissioners voting Aye, the motion carried.

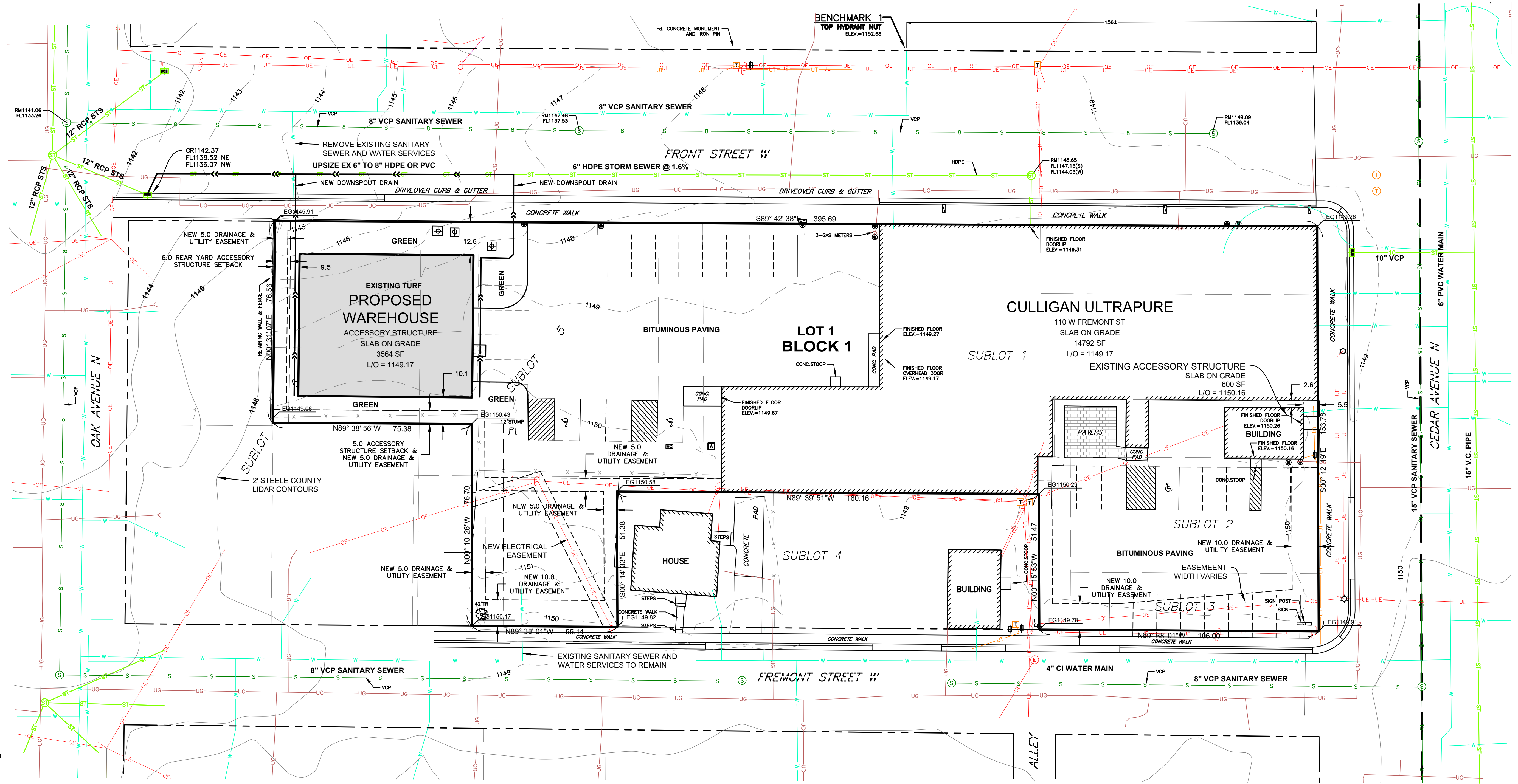


Culligan Addition
110 Fremont Street W

1:2,151

Date: 8/12/2025
Page 201 of 213

PRELIMINARY PLAT - CULLIGAN ADDITION



OWNER INFORMATION

CULLIGAN ULTRAPURE REAL ESTATE
MIKE RITTER
110 FREMONT ST W
OWATONNA MN 55060
507-456-1814
MIKE.RITTER@CULLIGANULTRAPURE.COM

LAND SURVEYOR

JONES HAUGH, & SMITH, INC.
SCOTT A. TUCHTENHAGEN
415 WEST NORTH STREET
OWATONNA, MN 55060
507-451-4598
SCOTT@JHSENG.COM

ZONING

EXISTING ZONE: B-3 CENTRAL BUSINESS DISTRICT
PROPOSED ZONE: B-3 CENTRAL BUSINESS DISTRICT

SETBACKS:
FRONT: 0'
REAR: 12'
SIDE: 10'
RESIDENTIAL SIDE YARD: 10'
ACCESSORY STRUCTURE SETBACKS ARE HALVED

EXISTING LEGAL DESCRIPTION

LENGTHY-SEE SEPARATE ATTACHMENT

PLATTED AREA: 1.08 ACRES

PARKING CALCULATION

MIXED OFFICE AND WAREHOUSE SPACE - 12360 SF

REQUIREMENT: 1 SPACE PER 500 SF = 12360 / 500 = 25 SPACES WITH 1 ADA

DESIGN: 28 SPACES WITH 3 ADA

GENERAL STORMWATER NOTES:

SITE AREA: 1.08 AC
EXISTING IMPERVIOUS SURFACE: 39201 SF (0.90AC)
(INCLUDES WAREHOUSE AREA AS FORMER RESIDENTIAL)
PROPOSED IMPERVIOUS SURFACE: 38344 SF (0.88 AC)
FUTURE IMPERVIOUS SURFACE: 0.0 AC

UTILITIES NOTE:

WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES SHOWN PER OPU
DIGITAL RECORDS

BUILDING AREAS

MAIN FACILITY 15820 SF
EXISTING ACCESSORY BUILDING: 600 SF
PROPOSED WAREHOUSE: 3564 SF

- 848 = Existing Elevation Contour Line
- W = Water Main
- S = Sanitary Sewer
- ST = Storm Sewer
- G = Gas Main
- UT = Underground Telephone
- OT = Overhead Telephone
- FO = Fiber-Optics
- UE = Underground Electric
- OE = Overhead Electric
- UTV = Underground TV
- X = Chain Link Fence
- W = Woven Wire Fence
- GP = Gate Post
- B = Bollards
- S = Soil Boring
- M = Monitoring Well
- H = Hand Hole
- R = Roof Drain

LEGEND

- Flag Pole
- Sign
- Stop Sign
- Handicap Sign
- Electric Meter
- Gas Meter
- Fiber-Optics Box
- Telephone Pedestal
- AC Unit
- Refrigeration Unit
- Television Pedestal
- Water Meter
- Light Pole
- Flood Lights
- Power Pole
- Guy Anchor
- Electric Marker
- Gas Marker
- Fiber Optics Marker

- Gas Main Valve
- Fire Hydrant
- Water Main Valve
- Water Shutoff Valve
- Curb Stop
- Catch Basin
- Manholes
- Deciduous Tree
- Coniferous Tree
- Bush

I hereby certify that this plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

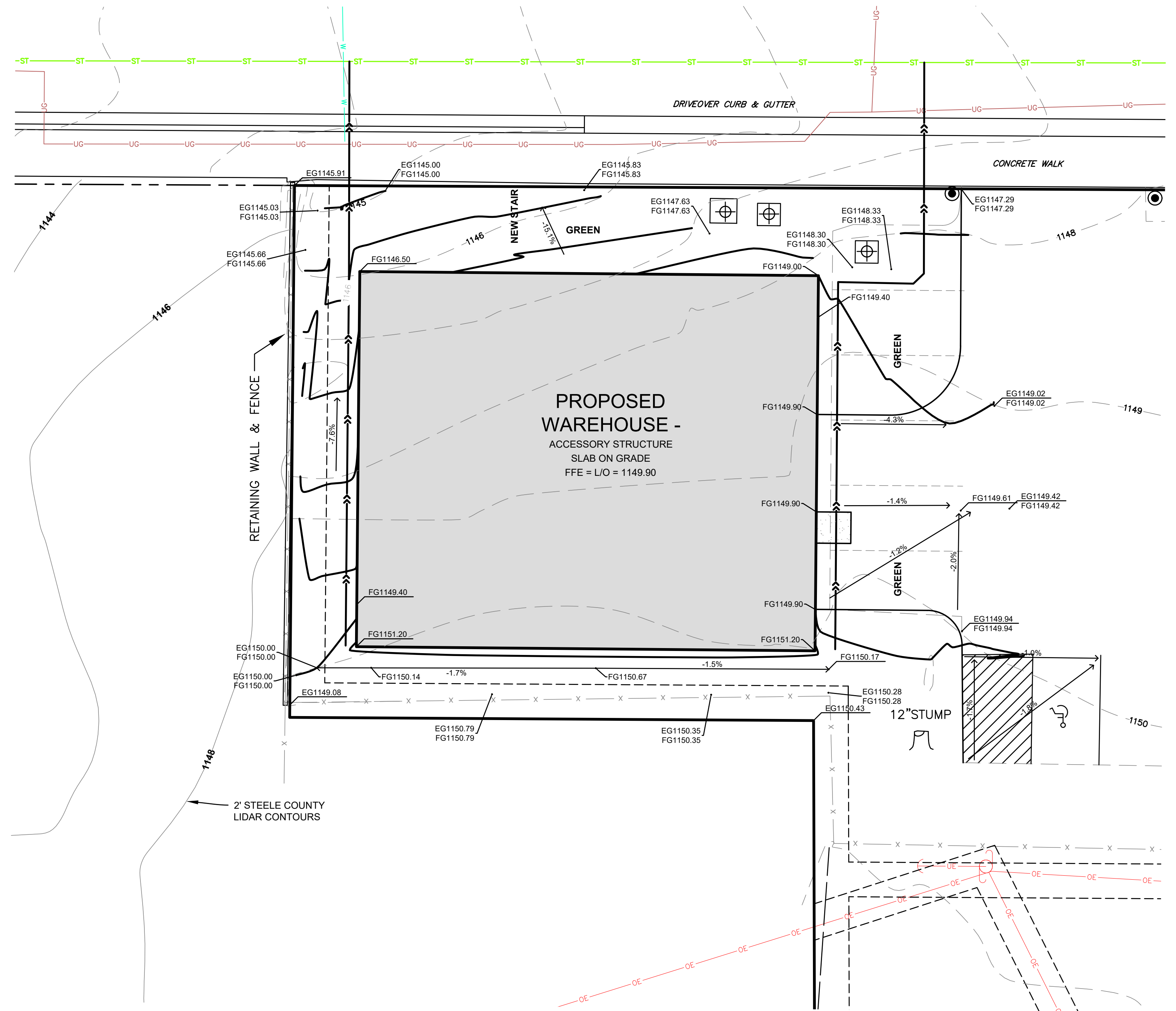
Scott A. Tuchtenhagen, License No. 52646 Date: 7/25/25

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.

John H. Schulte V, License No. 44639 Date: 7/25/25

PRELIMINARY PLAT - CULLIGAN ADDITION

GRADING PLAN



LEGEND

	= Existing Elevation Contour Line		= Flag Pole		= Gas Main Valve
	= Water Main		= Sign		= Fire hydrant
	= Sanitary Sewer		= Stop Sign		= Water Main Valve
	= Storm Sewer		= Handicap Sign		= Water Shutoff Valve
	= Gas Main		= Electric Meter		= Curb Stop
	= Underground Telephone		= Gas Meter		= Catch Basin
	= Overhead Telephone		= Fiber-Optics Box		= Manholes
	= Fiber-Optics		= Telephone Pedestal		= Deciduous Tree
	= Underground Electric		= AC Unit		= Coniferous Tree
	= Overhead Electric		= Refrigeration Unit		= Bush
	= Underground TV		= Television Pedestal		
	= Underwater TV		= Water Meter		
	= Chain Link Fence		= Light Pole		
	= Woven Wire Fence		= Flood Lights		
	= Gate Post		= Power Pole		
	= Bollards		= Guy Anchor		
	= Soil Boring		= Electric Marker		
	= Monitoring Well		= Gas Marker		
	= Hand Hole		= Fiber Optics Marker		
	= Roof Drain				

UTILITIES NOTE:

WATER MAIN, NATURAL GAS, AND ELECTRIC FACILITIES
SHOWN PER OPU DIGITAL RECORDS

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.

John H. Schulte V, License No. 44639

Date: 7/25/25

OFFICIAL PLAT

CULLIGAN ADDITION

MAGNAMARA ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: Culligan Ultrapure Real Estate, Inc., a corporation under the law of the state of Delaware, owner of the following described property:

Sublots 2 and 3 in Lot 6 in the Southeast Quarter of the Northeast Quarter.

AND

Beginning at the northwest corner of said Sublot 2, thence running South along the west line of said Sublots 2 and 3 to the southwest corner of said Sublot 3; thence West 12 feet to the southeast corner of Sublot 4; thence running North 66 feet along the east side of said Sublot 4 and to a point directly west of the northwest corner of said Sublot 2; thence East to said point of beginning.

All being in Lot 6 in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota.

AND

Sublot 1 of Lot 6, EXCEPT: The West 17 feet, ALSO EXCEPT: The South 22 feet of the East 100 feet, ALSO EXCEPT: The North 26 feet of the East 105 feet, all in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota.

AND

The South 22 feet in width of East 100 feet of Sublot 1 of Lot 6, in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota.

AND

The North 26 feet of the East 105 feet of Sublot 1 of Lot 6 in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota.

Being further described as: The property intended to be conveyed consists of a parcel or tract of land 105 by 26 feet beginning at the inside of the sidewalk intersection on Front Street and North Cedar Street in the City of Owatonna at the southwest corner of said Front Street and Cedar Street intersection, and running thence West 105 feet; thence South 26 feet; thence East 105 feet; thence North 26 feet to the place of beginning.

AND

The North 96 feet of Sublot 5 of Lot 6, EXCEPT the West 25 feet; and the West 17 feet of Sublot 1 of Lot 6, all in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota.

AND

All that part of Sublots 5 and 6 of Lot 6 in the Southeast Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 20 West, Steele County, Minnesota, described by: Commencing at the southeast corner of Sublot 3 in said Lot 6, thence South 89°35'33" West, assumed bearing, 321.01 feet along the south line of Sublot 3, 4 and 5 in said Lot 6; thence South 89°35'33" West, 76.31 feet along the south line of Sublot 5 and 6 in said Lot 6 to a point, last said point being North 89°35'35" East 55.50 feet from the southwest corner of said Sublot 6; thence North 00°19'31" West, 76.56 feet along a line parallel with the west line of said Sublot 6 to the true point of beginning; thence North 89°31'43" East, 75.32 feet; thence North 01°04'00" West, 76.64 feet to the north line of said Sublot 5; thence South 89°28'00" West, 74.33 feet along the north line of said Sublot 5 and 6; thence South 00°19'30" East, 76.56 feet to said true point of beginning.

has caused the same to be surveyed and platted as CULLIGAN ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created herewith, as shown on this plat. In witness whereof said Culligan Ultrapure Real Estate, Inc., a corporation under the laws of the state of Delaware, has caused these presents to be signed by its proper

officer this _____ day of _____, 20____.

Culligan Ultrapure Real Estate, Inc.

Mike Herman, President

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Mike Herman, President of Culligan Ultrapure Real Estate, Inc., a corporation under the laws of the state of Delaware.

_____(sign)

_____(print)

Public _____

My Commission Expires _____

I, Scott A. Tuchtenhagen, 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 true and 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 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____.

Scott A. Tuchtenhagen, Licensed Land Surveyor
Minnesota License No. 52646

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____,

20____ by Scott A. Tuchtenhagen, a licensed land surveyor.

_____(sign)

_____(print)

Public _____

My Commission Expires _____

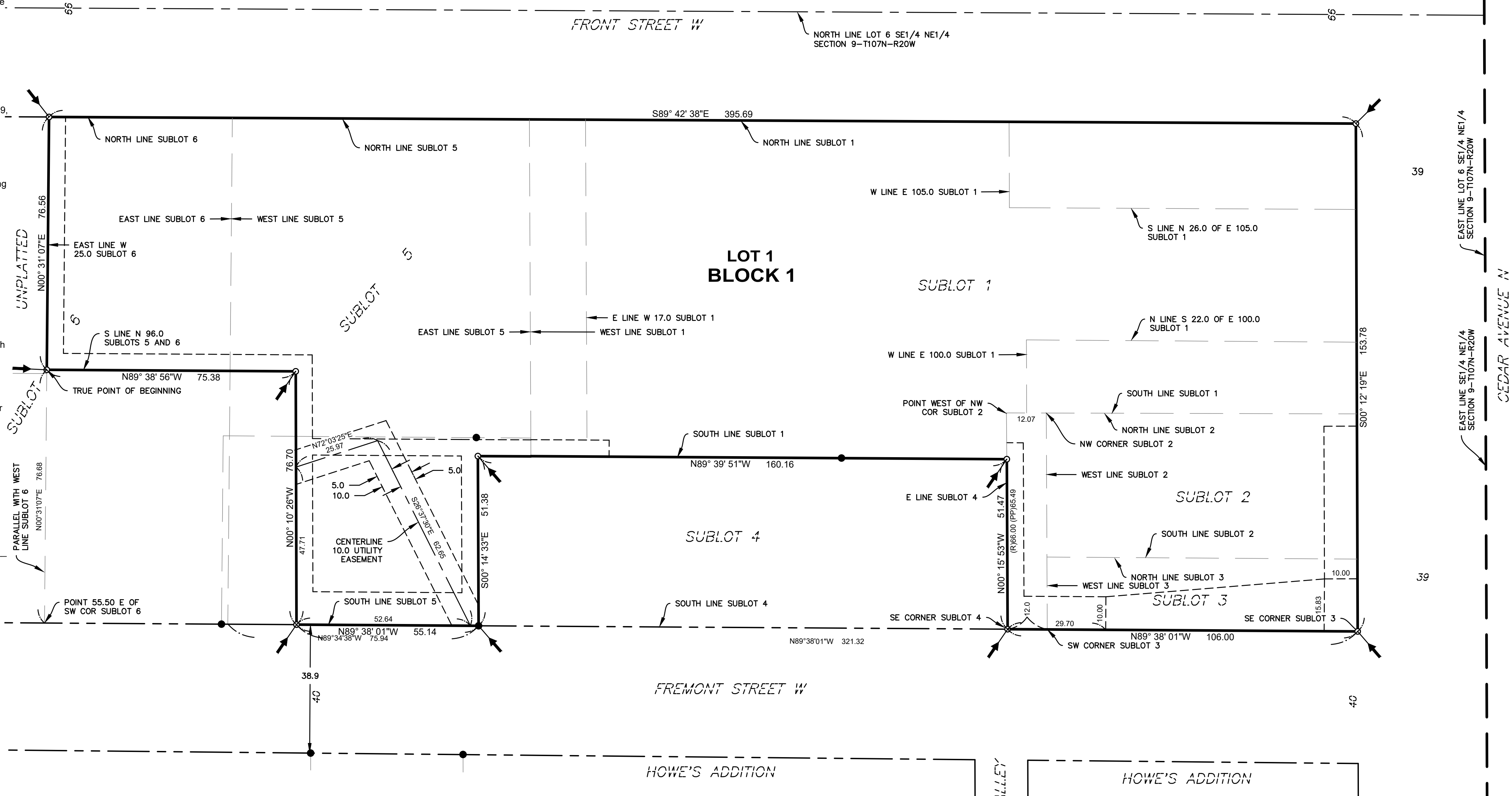
This plat of CULLIGAN ADDITION was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on the _____ day of _____,

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

Jenna Tuma, 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

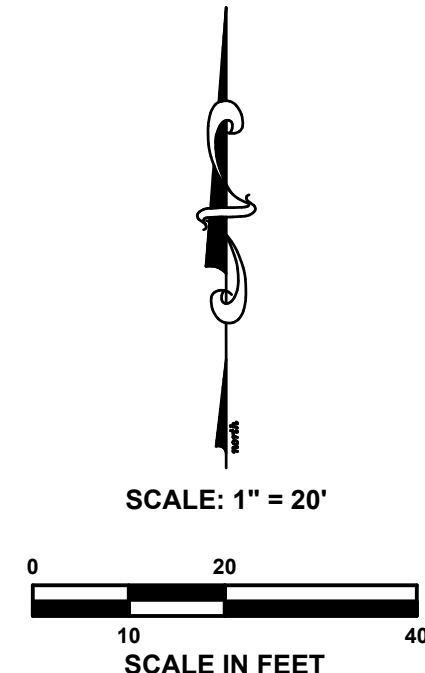
I hereby certify that taxes payable for the year 20____ on the land hereinbefore described have been paid this _____ day of _____, 20____.

Candi Lemarr, Finance Director
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 _____

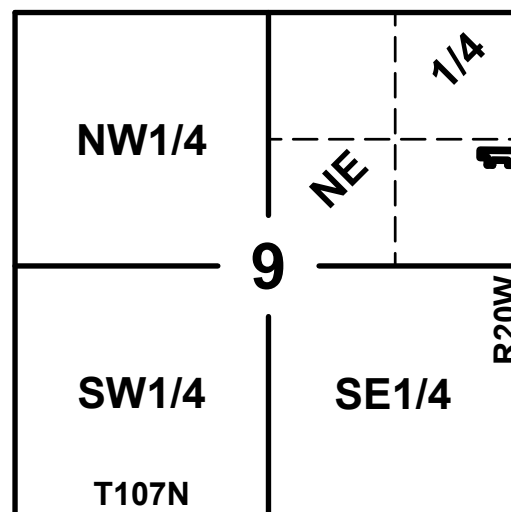
Rick G. Kvien, County Recorder
Steele County, Minnesota



BASIS OF BEARING SYSTEM

All bearings are based upon the MnDot Steele County Coordinate system Nad 83 (11) Harn Adjustment Grid

VICINITY MAP

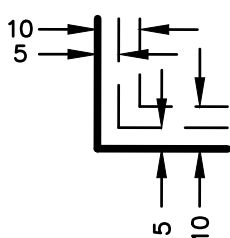


Scale: 1"=2000'

LEGEND

- = 5/8" X 16 inch iron monument (capped LS 52646)-Placed
- = Iron monument - Found
- D = Deed distance
- ← = Addition Corner

Perimeter Drainage and utility easements are shown thus unless otherwise noted:



JONES HAUGH & SMITH, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS



PRINCIPALS

Steven J. Thompson, P.L.S.
Brian J. Johnson, P.E.
Steven J. Penkava, P.E.
John H. Schulte V, P.E.
Scott A. Tuchtenhagen, P.L.S.

Established 1945

Project Narrative

Culligan Addition

Part of Sublot 1, 2, 3, 5, 6, Lot 6, SE1/4 NE1/4 Section 9-T107N-R20W

Prepared by: John H. Schulte V, PE

July 22, 2025

Culligan Ultrapure Real Estate intends to construct a cold storage warehouse building on its property at 110 Fremont Street W, Owatonna. Because the owned property is several unplatted parcels and the proposed building is an accessory building, the property must be platted into one lot per City of Owatonna policies. The location of the proposed structure was formerly a residential use.

The proposed improvement is construction of a warehouse building on the site of the former residence. Excavation for the footings and for downspout drains will occur. Some hard surface removal of the Culligan parking lot will occur to match grades for the new building.



Public Works Department

Date: 2025-08-21
Project: Culligan Addition
Preliminary Plat Application #: PP-25-4

Staff Review Comments:

Engineering

1. All construction drawings, plans, reports, and documentation used to obtain the City Grading Permit shall be prepared in accordance with the most recent design standards, checklists, and guidance documents.
2. Provide proposed contours labels on the Grading Plan.

Stormwater

3. Proposed future project reduces overall impervious surface at the site and does not require additional permanent post- construction stormwater management at this time.
4. All new and fully reconstructed impervious surfaces at this property will be considered cumulative for the life of the property as it relates to post-construction stormwater management requirements.
5. All future development is subject to the items listed in this review document and the following provisions, as applicable:
 - a. City of Owatonna Stormwater Management Code 52.00.
 - b. City of Owatonna Grading Permit and associated commercial design requirements.
6. The mentioned Response Action Plan for potential soil contamination shall be provided as part of the grading permit application.
7. Clarification regarding the 6" storm sewer in Front St W and downspout connections shall be provided at time of permitting and construction. Only one connection to the Public Storm Sewer System will be allowed and will require a structure at the point of connection.

Please provide a written response to each review item in this document. Include the applicant's comments in distinct text color along with each comment provided by the City. All plan revisions shall be summarized, signed, and dated accordingly. When uploading new plans, the submission date shall be included in the title. It is the responsibility of your project team to

PUBLIC WORKS DEPARTMENT

540 WEST HILLS CIRCLE | OWATONNA, MN 55060-4701 | OWATONNA.GOV | 507.444.4350

review each City standard applicable to this project for inclusion and accuracy in submitted documents, plans, drawings, and application details.



Sean Murphy, PE
Public Works Director and City Engineer

Randy and Tammy Balausky

400 Pebble Beach Dr.

Owatonna, MN. 55060

rbalausky@gmail.com

507-444-9861

8/26/2025

To Whom It May Concern,

I am writing to formally object to the proposed Culligan development project, which includes the construction of a warehouse adjacent to my residential property located at parcel ID: **17-009-1232, 513N. Oak/139W.Front Owatonna MN. 55060**. As a property owner and business operator in this neighborhood for over 25 years, I have a vested interest in the long-term health, safety, and livability of our community.

While I support responsible revitalization efforts that enhance both residential and commercial opportunities, I believe this particular proposal raises serious concerns that have not been adequately addressed.

My objections are as follows:

1. Zoning and Land Use Compatibility

The proposed warehouse use appears incompatible with the surrounding residential zoning and character of the neighborhood. Rezoning this parcel could set a precedent for further industrial encroachment, undermining the stability of existing housing and small businesses.

2. Infrastructure and Assessments

The project includes upsizing of utilities and drainage systems. I request clarification on whether adjacent property owners will be assessed for these improvements or face increased utility costs in the future.

3. Setbacks, Easements, and Construction Impact

The preliminary plat indicates a 6-foot rear yard setback and a 5-foot utility easement, which is significantly less than the 10-foot setback required for residential properties. I am concerned about the proximity of the proposed structure to my property, potential water runoff, and damage to my retaining wall during excavation. I request written guarantees that my property will not be adversely affected.

4. Warehouse Operations and Public Safety

The nature of the warehouse use, including what is being stored, expected traffic volume, and hours of operation, has not been clearly disclosed. Increased truck traffic poses safety risks to pedestrians and children in this residential area. Noise and disruption from warehouse activity could negatively impact nearby families and tenants.

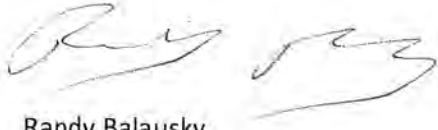
5. Impact on My Rental Business

The construction of a warehouse directly behind my duplexes will make it significantly harder to attract tenants, especially with luxury apartments being built nearby. This development threatens the viability of my long-standing rental business and could lead to increased vacancies and financial hardship.

For these reasons, I respectfully urge the Planning Commission and relevant city departments to reconsider the approval of this project or require substantial revisions that address the concerns of neighboring property owners.

Thank you for your attention to this matter. I am available to discuss these concerns further and would appreciate the opportunity to speak at the upcoming public hearing.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Balausk", written in a cursive style.

Randy Balausk



DATE: September 2, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, City Administrator
SUBJECT: Resolution 50-25 Transfer Duties of the Local Board of Appeal and Equalization to Steele County

Purpose:

Request Council approval of resolution adopting an Open Book Meetings Format for property assessment appeals and formally setting aside the Local Board of Appeal and Equalization by permanently transferring duties to Steele County.

Background:

Minnesota State Statutes provide for local-level review of annual property assessments made by the County Assessor. Adopting the Open Book Meeting Format to consider assessment appeals is an accessible and sensible approach to providing a consistent and less tenuous way for taxpayers to have their concerns addressed. Further, the flexibility provided by this approach, allowing taxpayers to make appointments, speak with appraisers one on one, and have concerns addressed on the spot, eliminates the potential obstacles of being required to have those concerns heard at fixed meeting times at a centralized location, requiring appellants to potentially take leave from work, get childcare, pay for transportation, request and acquire accommodations, and the myriad other obstacles of the local board model of addressing appeals.

The Council could choose to adopt this assignment of duties for a fixed time period of no less than three years. Doing so will then require additional formal action at that time to renew the assignment. Transfer of duties can be reversed at any time using the same timeline provided for the initial transfer.

This was a discussion of topic during the Council's Study Session held prior to the August 19th Council Meeting. The transfer of duties eliminates the step of the city holding an annual Local Board of Appeal and Equalization Meeting and all other duties for property valuation remain the same done by Steele County.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 50-25 Transfer Duties of LBAE to Steele County

RESOLUTION NO. 50-25
A RESOLUTION AUTHORIZING THE PERMANENT TRANSFER OF DUTIES OF
THE LOCAL BOARD OF APPEAL AND EQUALIZATION TO STEELE COUNTY

BE IT RESOLVED, by the City Council of the City of Owatonna, Minnesota that the City Council authorizes the permanent transfer of duties of the Local Board of Appeal and Equalization to Steele County and adopts the Open Book Meeting Format as the procedural framework for City of Owatonna taxpayers to have their formal property assessment and valuation appeals heard according to the guidelines set by Minnesota State Statutes Chapter 274.

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



CITY OF
OWATONNA

Miscellaneous