

PLEASE NOTE: At 5:00 p.m. Council will meet in a closed session in the Lower-level Break Room at the Public Library pursuant to Minnesota Statutes, section 13D.05, subdivision 3 (b) to discuss pending litigation – City of Owatonna v. Brandon Fandel and PERA.

At 5:30, Council will hold a Study Session in the Gainey Room at the Owatonna Public Library, 105 N Elm Avenue. Finance Director Moen and the auditors will present the 2022 Audit Review. There will also be an update on the City's Strategic Plan and, if time permits, there will be a general update on various boards and commissions.



OWATONNA CITY COUNCIL MEETING

Wednesday, July 5, 2023 at 7:00 PM

Gainey Room, Owatonna Public Library, 105 N Elm Ave

**Roll Call: Council Members Svenby, Voss, Dotson,
Burbank, Boeke, Raney & Schultz**

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

1.1. Council Agenda

2. CONSENT AGENDA ITEMS

2.1. Minutes – Council Meeting – June 20, 2023

2.2. Minutes - Boards & Commissions

2.2.1. Shade Tree Commission Meeting - May 22, 2023

2.2.2. OPU Meeting - May 23, 2023

2.2.3. Planning Commission Meeting - June 13, 2023

2.2.4. Owatonna Public Library Board Meeting - June 15, 2023

2.2.5. Owatonna Human Rights Commission Meeting - June 13, 2023

2.2.6. HRA Board Meeting - June 26, 2023

2.3. Department Reports:

2.3.1. Weed/Nuisance Inspection Report - June 2023

2.4. Licenses/Permits

2.4.1. Event Permit - Movie in Darts Park with Exception to City's Noise Ordinance - Owatonna Park & Rec - July 21, 2023

2.4.2. Exempt Permit - Pull-Tabs at 2023 Steele County Free Fair - Eagles Ladies Auxiliary #1791

2.4.3. Exempt Permit - Raffle at the VFW - American Cancer Society Inc - November 9, 2023

2.4.4. Exempt Permit - Raffle at 2023 Steele County Free Fair - MN Pheasants Inc

2.5. Miscellaneous

2.5.1. Change Order #5 - 2021 Bridge Street Project - BCM Construction, Inc.

2.5.2. Change Order #3 - Council Chambers Project - Ebert Construction

2.5.3. Change Order #4 - 2022 Street & Utility Project - JJD Companies, LLC

3. ACTION ITEMS

3.1. Finance Report

3.2. Resolution 56-23: Environmental Assessment Worksheet - Mineral Springs Estates

3.3. Ordinances

3.3.1. Second/Final Reading Proposed Ordinance 23-10 Vacate ROW & Easements - Good Samaritan Add

3.3.2. Second/Final Reading Proposed Ordinance 23-11 Mineral Springs Estates PUD

3.3.3. Second/Final Reading Proposed Ordinance 23-12: RZ-3 Zone Change from R-1 to R-3 - Majestic Oaks No. 3

3.4. Resolutions:

3.4.1. Resolution 57-23: Development Agreement - Redline Addition

3.4.2. Resolution 58-23: Final Plat - Mineral Springs Estates

3.4.3. Resolution 59-23: Development Agreement - Mineral Springs Estates

3.4.4. Resolution 60-23: Final Plat - Majestic Oaks No. 3

3.4.5. Resolution 61-23: VAR-3 Multi Family Lot Size Variance - 511 S Elm Avenue

3.4.6. Resolution 62-23 Airport Maintenance & Operations Grant - Minnesota Department of Transportation

3.4.7. Resolution 63-23: Set Date for Public Hearing to Consider Naming City Council Chambers and New Building Addition

3.4.8. Resolution 64-23: Set Date for Public Hearing to Name City's New Regional Park

3.4.9. Resolution 65-23: Supporting Workforce Housing and Application for Housing Tax Credits - LWO Development, LLC

3.4.10. Resolution 66-23: Authorizing Property Purchase and Other Assistance for Workforce Housing

3.5. Miscellaneous

3.5.1. Amend Purchase Agreement - LWO Properties, LLC

3.5.2. Assignment of Development Agreement - KAMP Automation LLC

3.5.3. Application - On-Sale Liquor License w/Sunday Sales - Roma's

4. STAFF REPORTS

5. PUBLIC COMMENTS: (Please limit comments - 2 minutes and items not on the agenda.)

6. COUNCIL COMMENT AND GENERAL INFORMATION

7. ADJOURN

Owatonna City Council Minutes – Draft Copy

June 20, 2023

Tuesday, June 20, 2023 at 1:00 p.m. Council President Schultz called the regular session of the Owatonna City Council to order in the Gainey Room at the Owatonna Public Library. Present were Council Members Raney, Voss, Burbank, Boeke, Dotson, Svenby and Schultz; Mayor Kuntz; Community Development Manager Kruschke; Planning Specialist Stroeing; Public Works Director Murphy; Finance Director Moen; Communications Manager Sheely, IT System Administrator O'Connor; City Attorney Walbran; City Administrator Busse and Administrative Specialist Clawson.

Following the Pledge of Allegiance, Council President Schultz welcomed everyone to the meeting. Council Member Dotson made a motion to approve the agenda as presented, Council Member Svenby, all members voted aye for approval.

Consent Agenda Items

Council President Schultz 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 – May 16, 2023
- Minutes – Council Meeting – June 6, 2023
- Minutes - Airport Commission Meeting - May 11, 2023
- Building Inspection Report - May 2023
- Event Permit - July Downtown Thursday - July 6, 2023
- Event Permit - Gem Days - Owatonna Business Partnership - July 20-22, 2023
- Event Permit - Reggie's Parking Lot Dance with Exception to City's Noise Ordinance on August 5, 2023
- Event Permit - 2023 Steele County Free Fair - August 15-20, 2023
- Event Permit - Orphanage Museum Fall Celebration - September 16, 2023
- Exempt Permit - Steele County Agricultural Society - Raffle - August 16-20., 2023
- Temporary Liquor License - KC Hall at TraLo Driver Appreciation - August 12, 2023
- Temporary Liquor License - Steele County Free Fair - August 13-20, 2023
- Renew Annual Liquor Licenses
- Stormwater Facility Maintenance Easement Agreement at 1225 Kilworth Drive NW, site of the new Thomson Sanitation Recycling Center, with Frank Thompson. The City requires on-site stormwater management be maintained by the property owner to meet the requirements of the MS4 permit held by the City.
- Limited Use Agreement at 203 Cedar Avenue N with Owatonna Hospitality 1, LLC. to use a portion of City right-of-way to access their property for construction of frost-footed stoops for outswing doors. One stoop will be located on Cedar Avenue N and one at the corner of Cedar Avenue N and Vine Street.
- Certificate of Substantially Completed Project for the Framed Fabric Structure, a portion of the Wastewater Treatment Facility Expansion Project by Rice Lake Construction Group. This portion of the project has been completed in accordance with the design specifications.

Council Member Boeke made a motion to approve these Consent Agenda items, Council Member Burbank seconded the motion, all members voted aye for approval.

Finance Report

Council Member Raney recapped payments made for amounts greater than \$20,000 during this period. The total amount of bills presented was \$2,177,333.89. Council Member Voss made a motion to approve payment of all bills presented, Council Member Boeke seconded the motion, all members present voted aye in approval.

Second/Final Reading Proposed Ordinance 23-08: Vacate Portion of Right-of-Way on Walnut Avenue and Ted Ringhofer Drive

Community Development Manager Kruschke requested approval of Proposed Ordinance 23-08. Redline Development requests a portion of N Walnut Avenue and Ted Ringhofer Drive be vacated as they plan redevelopment of this area including construction of a bank and a multi-use facility. The Council approved the first reading of this proposed ordinance during the May 2nd City Council Meeting and there have been no changes since. Council Member Burbank asked if another street would be named in honor of Ted Ringhofer. Owatonna Chamber President Brad Meier commented staff has met with the Ringhofer family and plan future request to the Council to rename the portion of Walnut Avenue north of Bridge Street. Approval of this proposed ordinance includes two conditions:

1) An easement shall be dedicated to accommodate all needed utilities.

2) Vacation is contingent upon approval of Redline Addition.

Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Boeke, Raney, Svenby, Voss, Dotson, Burbank, and Schultz; no nay votes cast, the motion carried. This will be known as Ordinance 1647 upon publication.

Second/Final Reading Proposed Ordinance 23-09: Vacate Portion of Utility Easement in the Redline Addition

Community Development Manager Kruschke requested approval of Proposed Ordinance 23-09 to also vacate a portion of the sanitary sewer easement in the Redline Addition for this redevelopment project. The Council approved the first reading of this proposed ordinance during the May 2nd City Council Meeting and there have been no changes since. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Boeke, Raney, Svenby, Voss, Dotson, Burbank, and Schultz; no nay votes cast, the motion carried. This will be known as Ordinance 1648 upon publication.

First Reading Proposed Ordinance 23-12: RZ-3 Zone Change R-1 to R-3 - Majestic Oaks

Community Development Manager Kruschke requested approval of the first reading of Proposed Ordinance 23-12. Application No. RZ-3, a request by REO Development Group to rezone property from R1, Single-Family Residential District to R-3, Single- & Two-Family District for the property located along the south side of White Oak Lane. The proposed rezoning allows the patio home area to continue to add a few more lots that are not as desirable as single-family lots. The Planning Commission held a public hearing on this request and recommend Council approval. Council Member Boeke commented that the Planning Commission Minutes include comments from neighboring property owners with comments about future drainage concerns. Kruschke commented that this matter will be addressed on the Final Plat. Council Member Burbank made a motion for approval, Council Member Boeke seconded the motion. With a roll call vote, voting aye were Council Members Boeke, Raney, Svenby, Voss, Dotson, Burbank, and Schultz; no nay votes cast, the motion carried. The second/final reading of this proposed ordinance will be heard during the July 5, 2023 City Council Meeting.

Resolution 52-23 - Sale of Property to Block 300 Owatonna, LLC

Community Development Manager Kruschke requested approval of Resolution 52-23 authorizing the sale of the property to Block 300 Owatonna, LLC. The property will be included in the Redline Development Project which lies west of North Oak Avenue and north of West Vine Street, (including the former Chamber site and Centro Campesino Building and other adjacent property). Council Member Dotson made a motion for approval, Council Member Voss seconded the motion, all members voted aye in approval.

Resolution 53-23: Final Plat of the Redline Addition

Community Development Manager Kruschke requested approval of Resolution 53-23 approving the Final Plat of the Redline Addition as recommended by the Planning Commission. This recommendation includes the following conditions:

- a) The Final Plat shall be recorded within 60 days of this approval.
- b) The Title Opinion shall be approved by the City Attorney prior to recording of the Final Plat.
- c) The plat shall be contingent upon the vacation requests.
- d) A Development Agreement on the public improvements will be required prior to the Final Plat being recorded.
- e) A FEMA Elevation Certificate will need to be provided for both structures that are located within the flood fringe area.

Council Member Svenby commented a previous discussion included addition of an access easement to these lots. Council Member Burbank added this would help with future drainage issues in the northwest area. Kruschke commented this could be added as an additional condition of this this resolution. Council Member Svenby made a motion to approve this resolution with the condition that an access easement be recorded and referenced on the Final Plat of the Redline Addition. Council Member Dotson seconded the motion, all members voted aye for approval.

Resolution 54-23: CUP-6 Taproom and Food Trucks for Mineral Springs Brewery, LLC

Community Development Manager Kruschke presented Resolution 54-23 for approval. Darrin Stadheim, Redline Development, on behalf of Mineral Springs Brewery, LLC, requested a conditional use permit to allow the brewery space for two food trucks at 111 N Walnut Avenue. Construction of a new brewery and taproom is within the Ascend Project. Current State Statue does not allow food to be served within a brewery operating under a taproom license so they will offer food options from food trucks or local restaurants. Planning Commission recommends approval with two conditions:

- a) All signs shall have a sign permit prior to being erected.
- b) All signs shall not be internally illuminated.

Council Member Dotson made a motion for approval as recommended by the Planning Commission, Council Member Boeke seconded the motions, and all members voted aye in approval.

Resolution 55-23: Preliminary Plat of Majestic Oaks No. 3 Addition

Community Development Manager Kruschke requested approval of Resolution 55-23 to approve the Preliminary Plat of Majestic Oaks No. 3 Addition. This is a seven-lot residential replat to reconfigure the 1.78-acre area with addition of one lot to allow construction of three patio homes. Water and sewer will be needed on the new lot. The City plans to take over the retaining pond after the development is completed and will need adequate access to this pond; Steele County has confirmed there will not be access to the retaining pond from 26th Street so an easement must be given for access from the north side. Also, this spring the Council approved easements be vacated on the west side of West Oak and an emergency drainage overflow be constructed. The developer (the same developer of this project) has not completed the overflow and staff requests a condition be included in this resolution for completion prior to consideration of the Final Plat of this addition. Adding this condition will allow the developer to stay within his proposed timeline for this development. Council Member Schultz and Raney commented they were disappointed the developer has not completed construction of this drainage overflow. Council Member Boeke commented that the property owner currently building a home is unable to obtain a Certificate of Occupancy until this drainage overflow is completed. Kruschke commented the current request is for approval of the Preliminary Plat and adding this condition will hold the developer accountable. Council Member Burbank commented he prefers to table action on this

Preliminary Plat until the easement is completed. Kruschke cautioned that tabling this would appear that Council is opposed to addition of the patio homes, and he doubts anyone is opposed to this, so he recommended approval with these conditions:

- a) Final Plat approval shall be contingent upon the rezoning.
- b) The Final Plat shall be recorded within sixty days of the date of approval of the Final Plat.
- c) The Title Opinion shall be approved by the City Attorney prior to recording of the Final Plat.
- d) The applicant shall amend the declarations and covenants for the lots to adjust for the new legal descriptions and design of the patio homes.
- e) Adequate access, as approved by the City Engineer, shall be provided to the pond prior to the City taking it over as previously agreed upon.
- f) The emergency overflow through the Timber Ridge Drive NE area shall be constructed prior to the City signing the final plat for recording.

Council Member Burbank made a motion to table action on this resolution, Council Member Raney seconded the motion. With a vote of five members opposed and two in favor, this motion failed. Council Member Dotson made a motion to approve this resolution with these six conditions, Council Member Voss seconded the motion which was approved by a vote of five to two.

Development Agreement - Redline Addition

Community Development Manager Kruschke commented the City requires a development agreement on any project that requires construction of public infrastructure and requested approval of the Development Agreement with the developer, 300 Block Owatonna, LLC for the Redline Addition. City Staff, the City Attorney, as well as the developer have agreed to the proposed agreement pending City Council approval. The agreement defines the roles and the responsibilities of all parties involved to complete the public improvements that are required for this development. The developer will be responsible for constructing all of the public infrastructure associated with this project as defined within the agreement. The City requires a 1% fee be paid to the City for Engineering Oversight on this project. The developer is also required to reimburse Owatonna Public Utilities for gas main work and streetlighting as defined within the agreement. Council Member Svenby made a motion for approval provided the agreement includes all ag along the river and trail is dedicated to the City, Council Member Burbank seconded the motion, all members voted aye in approval.

Construction Testing Services Proposal - American Engineering Testing

Public Works Director Murphy requested approval of the Proposal for Construction Testing Services for the 2023 Havana Road Project received from American Engineering Testing (AET). The proposed estimated cost is \$18,477.00; however, the proposal is based on a test per trip basis and staff may find efficiencies by combining multiple tests on a single trip to reduce the overall costs. Staff will utilize MnDOT's District 6 Lab to perform the lab tests, which is often at a lower cost and provides quicker test results. This project is time sensitive as the plan is to be completed prior to the start of the new school year. Council Member Raney made a motion for approval, Council Member Boeke seconded the motion and all members voted aye for approval.

Vine Street Parking Lot Proposal - WHKS

Public Works Director Murphy requested approval of the WHKS Proposal for design and bidding engineering services related to the Vine Street Parking Lot. This year, the City will complete reconstruction of the parking lot in the 100 block of West Vine Street. Requests for proposals were sent to multiple consultants to ensure compliance with the City's Purchasing Policy. The proposal received from WHKS to assist with the design and bidding phase of this project for

\$48,000 was the lowest quote. City Administrator Busse commented that this is a conceptual design and final details will be needed as the project progresses. Council Member Voss made a motion for approval, Council Member Svenby seconded the motion and all members voted aye in approval.

5-Year Capital Improvement Plan 2023-2027

Finance Director Moen requested City Council approval of the 5-year capital improvement plan, years 2023-2027. Staff updated the detailed 5 Year Capital Improvement Plan for 2023-2027 as part of the budget process and then again as part of the strategic planning process. This plan is designed to create, support, maintain, and finance the City's present and future infrastructure and equipment needs. The first year of the plan has already been appropriated by council through the 2023 budget process. The remaining four years serve as a guide for planning purposes and will be subject to review on an annual basis. No project is guaranteed to occur in the year planned. Annually, the Council appropriates the future year's projects and adopts a 5-year CIP as part of their long-term planning. Council Member Beke made a motion for approval, Council Member Voss seconded the motion, all members voted aye for approval.

Staff Comments

Finance Director Moen commented that her staff is busy preparing for next year's budget. She encouraged anyone with budget concerns to reach out to their Council Members to express their concerns.

Public Works Director Murphy commented that progress continues on construction of the new Wastewater Treatment Facility. The precast elements were just completed on the MBR Building. The Fine Screens Building is up and standing two stories high. Lab services and membrane bio reactors will be in this building and there will be a tunnel system connecting these buildings. Crews have been busy repairing street potholes, hot mix plants opened late May and we will continue making repairs as best we can within the available budget. He thanked Council for approving the design and bidding engineering services the Vine Street Parking Lot so this project can be completed this year.

Community Development Manager Kruschke commented groundbreaking events were held for the Home2Suites hotel and the Kamp Automation facility. He then introduced the City's new Planning Specialist Syndee Stroeing who began duties mid-April.

Public Comments

None heard.

Mayor and Council Comments:

Council Member Raney requested the naming of the new Regional Park be placed on the next Council during July; he believes this process has been on-going and should be completed.

Council Member Dotson commented he recently spoke with County Commissioner Abbe, Public Works Director Murphy, and City Administrator Busse to prepare a Council comment regarding access into the neighborhood of a forthcoming project which will require future council discussion.

Council Member Burbank commented he liked meeting during the afternoon.

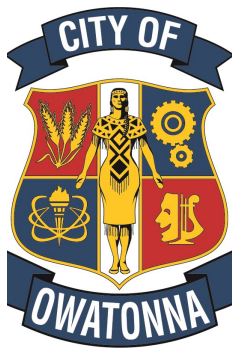
Council President Schultz commented it appears everything has been covered.

Adjournment

At 1:51 p.m., Council Member Raney made a motion to adjourn, Council Member Svenby seconded the motion, with no objection heard the meeting ended.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist



Board - Commission Minutes



Administration Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM:
SUBJECT: Shade Tree Commission Meeting - May 22, 2023

Purpose:

Background:

Budget Impact:

Staff Recommendation:

Attachments:

1. 2023-05-22 Minutes - Shade Tree Minutes

Shade Tree Commission Meeting Minutes

Date: May 22nd, 2023

Location: City Administration Building – 2nd Floor Conference Room

Members Present: Doug Elsner, Jon Simon, Caleb Whalen, Nikk Dickerson

Staff Present: Brad Rademacher, Dave Gerhartz

Guests Present: None

Agenda Items	Discussion Summary	Actions
Call to Order	Meeting was called to order at 5:13 PM by Brad Rademacher.	
Introductions and Onboarding	The commission welcomed new members and shared introductions. Incoming members are Doug Elsner, Nikk Dickerson, and Caleb Whalen. Outgoing members are Roger Wacek, Roger Warehime, Jim Linder, and Chuck Newgard.	
Approval of Agenda	Approval of meeting agenda for May 22 nd , 2023.	Motion by Doug Elsner. Second by Jon Simon. All members voted in favor. Motion carried.
Approval of Minutes	Approval of meeting minutes from October 9 th , 2019.	Motion by Doug Elsner. Second by Nikk Dickerson. All members voted in favor. Motion carried.
Old Business	Brief review of relevant information from previous meetings and recap of current boulevard tree statistics. The tree dashboard and most recent MN DNR tree survey was shared with the group.	
New Business	<u>Review Member Terms:</u> The commission reviewed current member terms and expirations. All terms expire April 30 th of the year of expiration. Members are eligible to serve 3 consecutive 4-year terms. One of seven seats remain open on the commission currently. The commission reviewed member roles, duties, and bylaws. <u>Update Contact Information:</u> The commission was asked to provide updated contact information. Email will be the primary method of communication.	

New Business Cont.	<u>Consent Forms and Oath of Office:</u> Media Consent forms were signed by commission members who were present. Remaining members will need to sign at next meeting. Oath of Office was administered to Doug Elsner at previous City Council meeting. Oath of Office was administered by Brad Rademacher and witnessed by Dave Gerhartz during tonight's Shade Tree Commission meeting. Nikk Dickerson will need to take Oath at next meeting.	
City Staff Updates	<u>General:</u> Dave provided an update to the group regarding recent tree care by the forestry crew. The commission discussed the Shade Tree Ordinance (Code 97.00), which can be found on the City's code website. Owatonna, MN Laws (amlegal.com) The group reviewed the approved boulevard tree list and associated regulations. This will likely be revisited annually. Dave has been recommending Ohio Buckeye and Red Maple as replacements and new plantings with a goal of diversifying species. <u>Emerald Ash Borer (EAB):</u> Dave G. provided an updated regarding the status of EAB in our community. We have just over 900 ash trees in our boulevards, and all have been treated with insecticide. The treatment is effective for 2-3 years and the trees are on rotation for treatment. Many boulevard ash trees have been removed and the crew targets trees that pose an immediate threat, damaged, dying, or small in diameter. Although treatment is expensive, mature trees provide a higher overall lifetime benefit and the cost for treatment is justified for these larger trees. In general, the treatment appears to be effective within our community. The group discussed the importance of public education and awareness. <u>Arbor Day Plantings:</u> Dave recapped Arbor Day plantings for retirees. There were 11 retirees in 2022, of which 10 wanted a memorial tree to be planted. Species included Northern Red Oak, Ivory Silk Lilac, Kentucky Coffee, and Red Maple at various locations including West Hills Campus, Morehouse Park, Brown Park, and the Fairgrounds.	
Other Discussion	Question was asked regarding where to direct calls pertaining to boulevard trees. These questions should be directed to the public works main line at 507-444-4350. Question was asked regarding trees at intersections. They City responds to complaints related to the visibility triangle and trimming needs. Question was asked regarding spruce trees and mites. Mites are commonly treated with an insecticide spray and by keeping the branches trimmed such that they do not contact the ground. A suggestion was made the group should look at more than just trees in the boulevard and oversight should include refuse, dumpsters, weeds, etc.	

Adjournment	Meeting adjourned at 6:14 PM by Brad Rademacher.	
Next Meeting	Date: Monday October 16 th , 2023 at 5:00 PM Location: City Administration Building - 2 nd Floor Conference Room	

Respectfully,

Bradley D. Rademacher

The Owatonna Public Utilities Commission met in regular session in the Morehouse Conference Room at the Owatonna Public Utilities. Present were Commissioners Johnson, Doyal and Vetter. Absent were Commissioners Rossi and Zirngible. Also present were General Manager Warehime; City Administrator Busse; Director, Finance & Administration Olson; Director, Engineering & Field Operations Fenstermacher; Director, Information Technology & Metering Baum; Manager, Facilities & Gas/Water Operations Prokopec; Manager, Human Resources Madson; Supervisor, Accounting Linders; Supervisor, Customer Care Van Esch; Supervisor, Meter Services Johnson; Executive, Communications and Administration Coordinator Schmoll; Accountant Lori Jerpbak and Accounting Specialist Shanda Meier. Also present was Rick Nymark, Q Market Research.

President Johnson opened the meeting by leading the Pledge of Allegiance. He then asked for approval of the agenda and the consent agenda items. The consent agenda items included the minutes from the April 25, 2023 OPU Commission meeting and the contributed services report as of April 30, 2023. Commissioner Doyal moved to approve the agenda and consent agenda. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Election of Officers

A slate of officers with Commissioner Zirngible as President and Commissioner Rossi as Vice President was presented to the Commission. Commissioner Doyal moved to approve the slate as presented. Commissioner Vetter seconded the motion. All Commissioners voting Aye, the motion passed.

Commissioners Rossi and Vetter will serve on the Personnel Committee with President Zirngible as an ex-officio member. Commissioners Doyal and Johnson will serve on the Finance Committee with President Zirngible as an ex-officio member.

Committee Reports

Finance Committee – Commissioner Doyal reported the Finance Committee met, reviewed, and approved Vouchers totaling \$6,678,413.18. He further reported there are 63 open work orders remaining for the year. The completed work orders are 5% underbudget. One work order was approved for security cameras.

Personnel Committee – Commissioner Johnson reported the Personnel Committee met and received a staffing update. Two Meter Serviceworker positions, one Electric Design Project Coordinator position and one Associate Engineer position remain open currently. Recruitment is ongoing for all positions.

City Administrator's Report

City Administrator Busse reported to the Commission on the joint meeting of the City Council, County, School Board and OPU Commission was held. She noted the committee discusses issues that each entity has joint interest in. It has had a positive impact on the community having all entities on the same page. She further reported, the State legislature approved funding \$22 million for the wastewater treatment facility and \$4.5 million to allow the city of Medford to connect to our system. This will have a positive impact on taxpayers. She concluded by providing an update on the construction of the Council Chambers and reporting the pool is opening on June 1st.

Customer Survey

Supervisor, Customer Care Van Esch introduced Rick Nymark from Q Market Research. Mr. Nymark reported the results of the most recent customer survey to the Commission. He noted, 500 surveys were mailed and 500 were emailed to customers. 119 customers responded amounting to 11.5% response rate,

which is good. He briefly explained the Net Promoter Score and noted, OPU's as with other utilities, dropped for the survey period. He noted the drop coincided with utility price increases and inflation in general and was the same across the board for other utilities. OPU's Net Promoter Score was 46.4 which is high in the "good" range. Mr. Nymark further discussed comments made and noted, despite comments regarding costs and OPU being the only utility, our customers' feelings towards us were not affected. Overall, the survey shows OPU is doing very well.

Discussion for Public Input at Meetings

General Manager Warehime presented the topic regarding public comment specific to where it is placed on the agenda and if there should be a statement made before public comments begin noting their comments will be taking into consideration and a follow-up communication will be made. After discussion, the Commission decided to leave public comments at the end of the meeting, keep the 5-minute time frame and remove the restriction about items not on the agenda. General Manager Warehime will draft a statement to be read before public comments with the above listed conditions. The statement will address the purpose is to hear and take under advisement the public comments and will follow-up where necessary. A sign-in form will be drafted for customers wishing a follow-up from the Commission which will include their name, address, phone number, and email address.

General Manager/Staff Reports

Supervisor, Meter Services Johnson presented to the Commission regarding the benefits already received from the AMI project as well as benefits expected to receive in the future. Benefits realized so far amount to \$103,071 annual savings:

- Minimal truck rolls for transfer orders amounting in annual savings of \$31,576
- Reduced truck rolls for monthly metering reading resulting in annual savings of \$20,794
- No truck rolls for disconnects for non-payment resulting in annual savings of \$46,209
- Limited truck rolls for verifying occupancy when disconnecting for non-payment during the Cold Weather Rule period resulting in annual savings of \$4,492

Mr. Johnson discussed other benefits to the AMI system and discussed future uses and ideas. Commissioner Vetter inquired if the reduction in truck rolls would amount to the need for less vehicles. Staff is evaluating that possibility and Mr. Johnson discussed other tasks the crew is doing to ensure meters are performing correctly.

Commission Roundtable

There were not any further comments.

Adjournment

There being no further business to come before the Commission, the meeting adjourned at 5:06 p.m.

Respectfully submitted,

Tammy Schmoll
Executive, Communications & Administration Coordinator

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OWATONNA PLANNING COMMISSION MINUTES FOR JUNE 13, 2023

The Owatonna Planning Commission met in regular session at 5:30 pm in the Gainey Room of the Owatonna Public Library with Chairperson Kelly Rooks conducting the meeting. Present at roll call were Commissioners John Eickhoff, Mark Meier (5:33 pm), Nick Peake, Kelly Rooks, Rachel Springer-Gasner, and Mark Wilson. Commissioner David Effertz was absent. Community Development Manager Greg Kruschke, Planning Specialist Sydnee Stroeing, and Planning Technician Kristen Kopp were also present.

A motion was made by Eickhoff and seconded by Springer-Gasner to approve the minutes of the regular meeting of May 9, 2023. All Commissioners voting Aye, the motion carried.

Environmental Assessment Worksheet (EAW) for Mineral Springs Estates was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public Comment opened at 5:33 pm. No comments were made regarding this. Public Comment closed at 5:34 pm.

Mark Meier arrived at 5:33 pm.

Application No. RZ-3, which is a request by REO Development Group to rezone property from R-1, Single Family Residential District, to R-3, Single & Two Family Residential District, for the property located along the southeasterly side of White Oak Lake NE for the purposes of constructing additional patio homes, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said that staff has had one discussion with a property owner. They had submitted a letter. They were worried about high density residential uses coming in, but after clearing up some definitions, there were no issues. Public hearing opened at 5:35 pm. No comments were made regarding this request. Public hearing closed at 5:36 pm. Eickhoff said this seems like a good use of the land. He asked how this ties into the drainage issue in the area. Kruschke said they'll talk about that with the plat request. A motion was made by Springer-Gasner and seconded by Meier to recommend City Council approval of this zone change request from R-1, Single Family Residential District, to R-3, Single & Two Family Residential District. All Commissioners voting Aye, the motion carried.

Preliminary Plat of Majestic Oaks No. 3, which is a 1.78± acre tract of land to be zoned R-3, Single & Two Family Residential District, owned by REO Development Group, and located at 1875-1905 White Oak Lane NE, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Kruschke said, as far as stormwater drainage is concerned, there are two things to talk about. One is that area out toward that Wettmore property that Commissioner Eickhoff mentioned. There is a recommendation that it needs to be completed prior to the City signing that final plat. The developer is aware of that. That will allow them to keep going as we move into that final plat process, but that grading does need to get done. In the original development agreement, it was referenced that the City would take over the pond in 2025 provided there were a number of conditions that were met. With the new access to 26th Street and how some of the County's long-range plans are changing how this may work, the access around that pond is changing. The City will need access to the pond if we take it over. Public hearing opened at 5:42 pm. John Schulte of Jones, Haugh, and Smith, representing REO Development Group, said that really all this plat is doing is moving lot lines. They have been hired by the developer to stake the drainage, so that's in process. He said that he's had conversations with the City Engineer and the owner about the storm pond and that is not a surprise. Sharon Harmer, 1925 White Oak Lane NE, asked why this has to be rezoned. Kruschke said that the plan is to set it up for the same kinds of homes that are on White

Oak Lane NE. When we did that strip of patio homes that go up the east side of White Oak Lane, we had to rezone and replat it to accommodate this size home. When they do the associations they have to fit them in to a little tighter box. This zoning district is set up to have the smaller patio homes. That's their intent. They won't be able to have an apartment building with two or three units. The ownership structure is a little different. This is a continuation of that whole row of houses on the east side White Oak Lane. Harmer said, so there's really nothing different with the programming of the buildings. There won't be any government involvement for low income. Kruschke said that we don't regulate that as land use. There are exceptions for single family houses in State Statute as far as residential care facilities. If someone were to rent this house and use a Section 8 voucher, we don't regulate that. We have them in all portions of the City He said it's just a matter of how they own that. Sometimes there are private covenants that regulate that, but the City doesn't get involved, we just make sure the units are safe. Public hearing closed at 5:45 pm. A motion was made by Meier and seconded by Eickhoff to recommend City Council approval of the preliminary plat of Majestic Oaks No. 3 with the following conditions:

- 1) Final plat approval shall be contingent upon the rezoning.
- 2) The final plat shall be recorded within sixty days of the date of approval of the final plat.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 4) The applicant shall amend the declarations and covenants for the lots to adjust for the new legal descriptions and design of the patio homes.
- 5) Adequate access, as approved by the City Engineer, shall be provided to the pond prior to the City taking it over as previously agreed upon.
- 6) The emergency overflow through the Timber Ridge Drive NE area shall be constructed prior to the City signing the final plat for recording.

All Commissioners voting Aye, the motion carried.

CUP-6, which is a request by Darrin Stadheim, Redline Development, on behalf of Mineral Springs Brewery, LLC, for a conditional use permit to allow a Brewery and Taproom to be constructed at the subject property as well as space for two food trucks to locate at 210 Oak Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) Public hearing opened at 5:50 pm. No comments were made regarding this request. Public hearing closed at 5:51 pm. Eickhoff said he thinks it's great and is excited about it. A motion was made by Eickhoff and seconded by Meier to recommend City Council approval of this conditional use request with the following conditions:

- 1) All signs shall have a sign permit prior to being erected.
- 2) All signs shall not be internally illuminated.

All Commissioners voting Aye, the motion carried.

Final Plat of Redline Addition, which is a 4.19± acre tract of land zoned B-3, Central Business District, owned by Redline Development and located at 208 Oak Avenue North, was presented by Community Development Manager Greg Kruschke. (Refer to report on file.) A motion was made by Peake and seconded by Springer-Gasner to recommend City Council approval of the final plat of Redline 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.

- 3) The plat shall be contingent upon the vacation requests.
- 4) A Development Agreement on the public improvements will be required prior to the final plat being recorded.
- 5) A FEMA Elevation Certificate will be required for each building.

All Commissioners voting Aye, the motion carried.

Community Development Manager Greg Kruschke presented the May Building Reports. We've issued four single family houses. We are well ahead of where we were last year at this time for total valuation. We issued the permit for NewLife Church in May and are well on track to have a very good year. The housing will hopefully catch up with the Mineral Springs Estates development. They're hoping to start building in the fall.

City Council approved all of the preliminary requests for Mineral Springs Estates as well as the Thompson Corner. We did start enforcement with Skjeveland because of the comments at the meeting.

Phil Carlson and Lauren Walburg with Stantec Consulting were present to kick off the 2050 Comprehensive Plan. City Administrator Kris Busse, Council President Greg Schultz and Council Members Dan Boeke, Brent Svenby, and Doug Voss participated in discussion. Phil said that they are delighted to be here. He's been doing planning in the region for 40 plus years. Every city is unique. There are some parts to this process that are almost universal. Owatonna is unique, and they laid out a process that they think will take the City through, but they will be flexible. Lauren said that she has worked on many comprehensive plans and she's excited to be here. She'll be assisting Phil as the Assistant Project Manager. Phil talked about the elements of the comprehensive plan. He said that they look at current trends and existing conditions. Most of the plans they put together involve a market study because land use follows economics. He said they mention the term best practices because there are a lot of ideas in planning circles. Some of them are tired and true and some are new and exciting. It'll be up to Planning Commission and City Council to decide which ones we should apply to Owatonna. They want the plan to be flexible so that the City to be able to take the foundation of it and move forward. They want to involve a broad range of stakeholders—the people who are affected or have an interest in this. The engagement process will be relatable and as user friendly as they can be. A comprehensive plan is, on one level, a vision. It's high level and broad, but it should be inspirational and aspirational. He said he grew up in Winona and understands this part of the state. They put together a plan that will have policies that can help you take actions, but also be flexible. The future land use plan map is a piece the Planning Commission and City Council would use frequently. The first phase includes the kick off, the market study, and preparing a background report with the market study, demographics and other important information. That's important and they are intentionally starting with that. The second phase includes vision and goal which is the heart of the plan. Eickhoff asked if they will be involved with the branding project. Phil said that was part of the staff meeting they've had already, and also the long-range facilities plan. They've talked about how we're going to put this together under one slogan, so as not to confuse people. Kruschke said they had a conversation with Chamber President Brad Meier last Friday. There was a lot of good information that came out of that study, and the branding consultant will share the comments they've received with Stantec. That will inform them as they continue to work through this. There has been a lot of community engagement in the last six months. Phil said the third phase includes the plan elements. These are the chapters, such as land use, transportation, parks and trails, housing, economic development, infrastructure. Hopefully it all comes together as a cohesive plan. Implementation will be an important part as well. They will also have an online presence. They will check in with Planning

Commission and City Council at key points in the process. He said it needs to have buy-in from the people who will be using it. The fourth phase is the final plan. Lauren spoke about public engagement and upcoming events. She said that's a really important piece of the plan, as this is an opportunity the City has to really engage deeply and meaningfully with residents. She said they know there are a few other efforts going on and they'll try to coordinate from an engagement perspective. They set out some goals to make sure they're all on the same page. The first goal is to engage in meaningful and relevant dialogue. They want to prioritize inclusive representation, to provide access to information and opportunities, to make sure the contributions have an impact, and to create empowering experiences. Phil said that the Commissioners aren't strangers to controversy. If you let people be heard and they know they've been heard, it's easier for them to accept decisions. There are ideas that come out of a campaign that we might not have thought of. They have already met with high school students. They're planning to meet with the Parks Commission and with business leaders at the Chamber. They want to make sure they touch base with the Hispanic and Somali communities. The final group is seniors. The general public engagement will be Downtown Thursday on August 3. Phil said they met with three different class periods at OHS. We asked them open-ended questions and let them tell us. They were interested in more things to do for teenagers. They love the river and parks and trails. They love some of the restaurants. They're noticing some of the potholes in the community. He said they feel it's important to reach out to immigrant communities. In other communities where we've done this, it's been very enlightening. It's an important part of this. Lauren said that the other important piece is having an online presence. They'll have a project website set up for this. They use a tool called story maps to share information with the public. They can embed surveys. Social media presence is important and understand the City has a Facebook page. Phil said they're preparing a background report. He said they will be back to Planning Commission with that. Kruschke said that the plan is that they will be back on July 25 with some of their findings. There will be a number of engagement sessions the end of July into August. Those are the next immediate things. Eickhoff asked if the timeline with 2050 is realistic. Phil said they put a date on to say they're trying to plan as best as they can out to 2050. That doesn't mean that the next plan will be done in 2050. In the metro area they're required to do them every 10 years. Kruschke said that they thought that 2040 was a little shortsighted. Phil said it's anyone's guess what could happen in the next ten years. Kruschke said the big thing is that they want to think big and expand that scope. It allows the imagination to run a little more. Boeke asked how many of the communities they've engaged with would they say were successful. Phil said that they've done plans for Burnsville and St. Cloud and they've done plans for smaller more modest communities. Not every community is going to become downtown Minneapolis or Rochester, but not every community needs to shrink and die on the vine. What do you have as your assets and strengths and what are your liabilities? Kruschke said that a lot of the stuff that comes out of this plan will drive how we develop our zoning and subdivision ordinances. Those are how you design your community. Do we want streets that are 50 feet wide with parks in the middle. Some of that stuff gets flushed out in this process. We do the comp plan first, and then look at the zoning and sign ordinances. Phil said that leads to a line from a supreme court case. They're looking for a rational basis for making good decisions. This is an opportunity to get together and talk. He said that implementation comes at the end of the plan. Eickhoff said that the group of developers would be a good focus group. Kruschke said they provided a list of about two dozen names. Rooks asked how they plan to engage the general public who don't go to those events. Phil said they will have online presence and will look for ways to engage. Rooks asked if they will engage with employers to push that out. Kruschke said that those are the discussions they've had with the Chamber. Some of it will be City Staff and City Council doing this engagement. The hope is that everyone is talking about it and it becomes a thing. Phil said the Planning Commission really does have a role here. Often the most effective way to get people involved is personal engagement. Phil said that Greg can share their email addresses. Council President Schultz said they're really excited about this. He said

they have to make a lot of decisions. Getting people to engage makes a big difference. Part of this plan is to be prepared for some of those things. He said they'll be out there getting people involved. Kris said it is an exciting time for the City. They've been talking about this for a long time—probably since she started 15 years ago.

There being no further business to come before the Planning Commission at this time, a motion was made by Meier and seconded by Peake to adjourn the meeting at 6:43 pm. All Commissioners voting Aye, the motion carried.

Respectfully Submitted,

Greg Kruschke
Community Development Manager

Unapproved Minutes of Owatonna Public Library

Board of Trustees

Owatonna Public Library, Gainey Room

105 North Elm Avenue

Thursday, June 15, 2023-4:30p.m.

The Owatonna Public Library Board of Trustees held the monthly meeting on Thursday, June 15, 2023. The meeting was held in the Owatonna Public Library Gainey Room. In attendance were President Trudy Severson, Trustee Julianna Skulzacek, Trustee Quinn Meyer and Trustee Amy Tapp. Absent was Vice President Karin Malin.

1. Call to Order

The meeting was called to order by President Severson at 4:30pm.

2. Reminder of Open Meeting Law

The open meeting law applies to the board meetings.

3. Public Comments

No Public Comments

4. Approve Minutes

Skulzacek moved and Tapp seconded to approve the minutes of the May 2023 meeting. All aye and the motion approved.

5. Financial Report

Blando reported that the budget is on track for this month and that planning for the 2024 budget is underway. Budget meetings will be taking place in August and September.

6. Appointment of Officers

Skulzacek moved and Tapp seconded a motion to nominate Severson to serve another term as Board President. All voted aye.

Severson moved and Meyer seconded a motion to nominate Tapp and Vice President. All voted aye.

Severson moved and Tapp seconded a motion to nominate Skulzacek as Secretary. All voted aye.

7. Library Use Report

Physical Materials circulation, New Borrowers, ILL, Visits
May at BPBL and OPL

CKI & CKO - physical items				May-23	CKI & CKO - physical items				May-22
bp	Checkin	Normal CKI		1,247	bp	Checkin	Normal CKI		1,175
bp	Checkin	Late Checkin		274	bp	Checkin	Late Checkin		262
		BP TOTAL CKI		1,521			BP TOTAL CKI		1,437
bp	Checkout	First Time CKO		1,143	bp	Checkout	First Time CKO		1,018
bp	Checkout	Phone Renewal		95	bp	Checkout	Phone Renewal		125
bp	Checkout	Other Renewal		63	bp	Checkout	Other Renewal		34
bp	Checkout	Opac Renewal		166	bp	Checkout	Opac Renewal		153
bp		BP TOTAL CKO		1,467	bp		BP TOTAL CKO		1,330
CKI & CKO - physical items				May-23	CKI & CKO - physical items				May-22
owat	Checkin	Normal CKI		10,097	owat	Checkin	Normal CKI		8,754
owat	Checkin	Late Checkin		2,173	owat	Checkin	Late Checkin		1,749
		OPL TOTAL CKI		12,270			OPL TOTAL CKI		10,503
owat	Checkout	First Time CKO		9,549	owat	Checkout	First Time CKO		8,360
owat	Checkout	Phone Renewal		254	owat	Checkout	Phone Renewal		190
owat	Checkout	Other Renewal		292	owat	Checkout	Other Renewal		289
owat	Checkout	Opac Renewal		1,065	owat	Checkout	Opac Renewal		947
owat		OPL TOTAL CKO		11,160	owat		OPL TOTAL CKO		9,786

New Borrowers May 2023		Library Visits May 2023	
bp	5	bp	933
owat	93	owat	6,244

ILL/Loaned May 2023		ILL/Borrowed May 2023		ILL/Loaned May 2022		ILL/Borrowed May 2022	
bp	390	bp	190	bp	340	bp	240
owat	1,110	owat	1,002	owat	1,063	owat	927

8. Upcoming Programs

Blando is working on a Fall Author Series. He hopes to have them on the schedule in the next month. The library is showing the film “A Thousand and One” on Thursday, June 22. We were happy to host a story time with our friends from Little Theater of Owatonna on Monday, June 5th.. They read books from the “Miss Nelson is Missing” series which their next production is based on.

9. SELCO Update

A discussion is being held between SELCO and directors regarding the direction they would like to see the ILS (Integrated Library System) go. We are trying to find a balance between customization for individual libraries and amount of staff time required to implement such features.

Steve Harsin, a consultant from SELCO visited the library to talk about SELCO's role with Owatonna and to see the library and visit with staff.

10. Library Updates

Blando and HR Director Emily Thamert were able to host the City's table and the First Thursday event on June 1. Several Summer Reading Programs brochures were handed out and it was a great opportunity to talk about the happenings at the library.

A new partnership between Meredith Erickson and the Master Gardeners and the Hospitality House will help with the maintenance of our Community Garden. They have helped with the laying of landscaping fabric, watering and weeding. A big thank you to Meredith and Hospitality House Executive Director Angela Wagner and making this happen.

The library recently purchased a large format laminator which will help us preserve our materials in Children's Services and will allow us to laminate poster sized items.

The IT department has been helping us with our Public Internet Computers, which have been freezing up. A discussion was held between Blando and IT Director Ryan Brown about replacing some of the computers.

The Library Board is looking to hold one of its future meetings at the Blooming Prairie Library. We will be working with Nancy Valliancourt to set up a time.

11. Renovation Updates

The study pod (part of our T-Mobile Grant) should be arriving in the next few weeks. The pod can seat two people and is powered.

Adjourn

A motion to adjourn was made by Tapp and seconded by Meyer. All aye. The meeting adjourned at 5:25 pm.

The next board meeting will be Thursday, July 20th at 4:30p.m.

Respectfully submitted by Mark Blando

Owatonna Human Rights Commission
Minutes – DRAFT COPY

The Owatonna Human Rights Commission (OHRC) met on Tuesday, June 12, 2023, in the Second Floor Conference Room at City Hall. Chairman Cords called the meeting to order at 5:35 p.m. Commissioner Vanoosbree took roll call with Commissioners Cords, Gunderson, Esquivel, Ismael and Vanoosbree; City Administrator Busse, and Administrative Specialist Clawson present. Commissioners Leon and Emanuelson were unable to attend.

Following the Pledge of Allegiance, Commissioner Cords welcomed everyone to the meeting. New member Mustafe Ismael introduced himself and everyone present also gave a brief introduction of themselves.

Commissioner Gunderson made a motion to approve the agenda as presented, Commissioner Vanoosbree seconded the motion, all members present voted aye for approval.

After reviewing the Minutes of the OHRC Meeting held on May 9, 2023, Commissioner Gunderson made a motion for approval; Commissioner Esquivel seconded the motion; all members present voted aye in approval.

COMMISSIONER COMMENTS

Commissioner Vanoosbree reminded everyone of the Juneteenth Event planned by the Alliance for Greater Equity (AGE) this weekend. The event will be held in Manthey Park on Saturday, June 17th from 2-5 pm. There will be Live Music, face painting, a bounce house, family games and activities, free food and cotton candy.

ITEMS OF DISCUSSION

2023 Welcome Week

Commissioner Cords commented he and Commissioner Gunderson will meet with Jenna Tuma, Park and Rec Director to discuss hosting a 3-on-3 basketball activity during Welcome Week this September. He added, 2022 was the first year this event was held in Owatonna and this year we hope to add some additional activities. Activities being considered include a 3-on-3 basketball tournament, a soccer game, an immigrant story night, and a round table discussion. City Administrator Busse commented Welcome Week is an opportunity to host various events within the community to foster an inclusive atmosphere for residents. Commissioner Vanoosbree commented she will organize a subcommittee meeting prior to the next OHRC Meeting and include the City's Communications Manager, Deanna Sheely when plans are confirmed. Commissioner Gunderson commented that it is important information is out well in advance of the events to increase participation. The 2023 Welcome Week will kick-off during the September Thursday Downtown event on September 7th and additional activities will be held during the following week.

2024 OHRC Proposed Budget Request

Commissioner Gunderson presented a proposed budget request of \$,6000 for 2024.

Itemized detail for this request includes:

- \$3,000 MLK speaker fee
- 1,000 Food during Welcome Week
- 1,000 Additional expenses for Welcome Week (includes
\$200 to rent a room for round table discussion)
- 500 New member training
- 500 Marketing expense – build a booth or signage to promote the OHRC
- \$6,000

Commissioner Cords will send this proposal to City Administrator Busse for consideration during preparation of the City's 2024 Budget.

2024 MLK Jr. Day Event

Commissioners discussed changing the time of this event to midday and not early morning. Commissioner Cords will contact Jose at Plaza Morena and also ask Riverland College if they could accommodate a meeting midday over the noon hour. Commissioner Vanoosbree commented that the speaker could present a longer program and their fee would be more than previous speaker expense. She will contact Humanize in the cities about their speaker options/availability. Commissioner Ismael asked if someone local could be the speaker, Commissioner Cords encouraged everyone to reach out for speaker options for discussion during the July OHRC Meeting.

Public Comments

None heard.

Adjournment

At 6:10 p.m., Commissioner Gunderson made a motion to adjourn, Commissioner Cords seconded the motion, and the meeting was adjourned. The next meeting will be held on Tuesday, July 11, 2023, at 5:30 p.m.

Respectfully submitted,

Jeanette Clawson, Administrative Specialist

MINUTES
OWATONNA HOUSING AND REDEVELOPMENT AUTHORITY
REGULAR MEETING on JUNE 26, 2023

The regular meeting of the Owatonna Housing and Redevelopment Authority was called to order at 4:00 p.m. in the 2nd Floor Conference Room by Vice Chairperson Kropp.

Members present were John Hole, Shari Kropp, Vicki Olivo (4:07 pm), and Hussein Osman. Also present were Housing Manager Ghassan Madkour, Community Development Director Troy Klecker and Administrative Technician Kristen Kopp.

Approval of the Minutes: Vice Chairperson Kropp called for a motion to approve the minutes of the April 24, 2023 meeting. A motion was made by Osman and seconded by Hole to approve the minutes. All Commissioners voting Aye, the motion carried.

Executive Director's Report: Klecker gave an update on projects. The two apartments under construction should be done at about the same time. He said he's hoping it gets some movement and frees up some other more affordable units and different options for people. With projects that have already been approved, there will be 420 units coming on the market in the next three years. There is a single-family development up by the waterpark set to get their final approvals at City Council on July 5. They're looking to start soon after that. Eastgate Phase 2 has plans put together. There are 49 units including 14 three-bedroom units. Construction would begin next year, at the soonest. Hopefully we get awarded tax credits and can keep moving forward. There are a couple of lots the City is trying to make available – one on 22nd Street NW and one near Fareway. They both have issues on the legal description. The lot on 22nd Street NW will be replatted and they are getting a survey done on the lot near Fareway. We got a draft back on the Housing Study and need to make some changes. He said he's involved with the Steele County United Way to get the gap analysis for housing. The sub-committee has been looking at Accessory Dwelling Units and what it would take to change to ordinances to make it happen. The Housing Trust Fund had a meeting last week. Madkour said they have approval from Steele County. Klecker said the HRA Board has agreed to put \$50,000 in it to leverage grant dollars to get another \$50,000. Hole asked about the Riverfront development. Klecker said they will be demoing in July. It got pushed back due to legal paperwork that needs to get put together and signed. Kropp asked if the City is doing anything to account for the increased foot traffic on 26th Street NE. Klecker said there is a crossing at the roundabout. Once they do cross on Cedar, they don't have a sidewalk on 26th Street. There is nothing in place as of yet. He said he doesn't know if anything will change on the crossings. It's County Road, too, so not necessarily a City jurisdiction.

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. Program utilization: The Housing Voucher program for May totaled 94. Total year to date assistance and administration costs were \$338,624.14 and revenues were \$360,440.88. The Housing Choice Voucher Program fund balance at May month end is \$127,055.53. The HRA Revenues year to date total is \$233,703.50 and the expenses total \$219,353.83 The HRA General Fund balance is \$594,102.66.

Madkour said as far as numbers are concerned, we're at 174 clients.

He said they've been given --- for Bridges. We're getting \$542,500 starting this year. He needs to adopt it as a resolution, effective July 1.

A motion was made by Hussein and seconded by Hole to approve Resolution 233-6.1. All Commissioners voting Aye, the motion carried.

A motion was made by Hole and seconded by Hussein to approve the reports as presented. All Commissioners voting Aye, the motion carried.

New Business: Madkour said that starting in October, HUD standards for inspection are changing to National Standards for the Physical Inspection of Real Estate (NSPIRE). They're trying to do away with anything that is HUD subsidized and owned. They are simplifying inspections and he said he will find out if he needs to be recertified. They're going to more of a health and safety. They're pushing harder on smoke detectors and CO2 detectors. He said he'll find out more, but wanted to bring that to their attention. A motion was made by Hole and seconded by Hussein to approve the changes to inspections. All Commissioners voting Aye, the motion carried.

Other: Madkour said they have two clients on the Homeownership program. One had repairs made and wondered if there was a reimbursement for repairs. One that does this is Rice County. They do 5% of the payment standard. One resolution is 5% of the repair. For example, if it's a new roof, the roof is say \$10,000, 5% of that is \$500. Klecker said the opinion was 5% of the improvements up to a cap. Kropp said they want to make it worthwhile – a true incentive that they will want to make repairs and improvements. Madkour said it is the clients' property. They pay very little; we pay a majority of that mortgage. Both are on a fixed income. Klecker said if we have some money into it, we want to make sure it's being maintained. He said that 5% of the standard seemed low, but there was a feeling of having a cap. They didn't arrive at a cap number. Kropp said they even talked about 10% and a cap. Klecker said 10% of \$10,000 roof repair would be \$1,000. They would show the receipt. Madkour said they may also put a payment agreement together with the contractor. Klecker asked if the cap was per improvement or per calendar year. Madkour said he's pretty sure Rice County does what they do for simplicity's sake. Madkour asked if the cap was the minimum and maximum. Klecker said the funds are coming from HUD. Olivo asked if HUD guarantees a certain amount. Madkour said no. HUD does not require it gets done—it's up to the agency. It comes of funds we already have from HUD. Klecker said it could be at the cost of someone else. Madkour said they could look at this again after a year or so, or once we have more clients on the program. Kropp asked if the repairs are subjective, or would there be a list of what would qualify. Madkour said the way he understands it, it's repair. Kropp proposed 5% per repair, no cap. Madkour said he's for that, the only thing he would suggest we put into the guidelines is proof that a repair is a necessity. Madkour said they can put this to a vote at the next meeting. Olivo said they could email any additional questions to Madkour. Madkour said that would be great. Olivo said she'd like to make sure it's equitable across the board for all participants. Madkour said if they have any questions, copy everyone on it.

Madkour said that they had an orientation recently. Thirteen were invited and twelve showed up. He's done three inspections out of the twelve and will hopefully get them on board before July.

He said they talked about Karina and the Housing Trust Fund. She's in the process of creating a committee that does the voting. He said he is not allowed to be on it.

He said he's waiting on word for the five homeless vouchers they're supposed to be getting in June.

Adjournment: There being no further business, a motion to adjourn was made by Hole, seconded by Osman. All Commissioners voting Aye, the motion carried. The meeting adjourned at 4:52 pm.

Respectfully Submitted,
Ghassan Madkour
Housing Manager



Department Reports

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
22 Street Northwest	The vacant lot 17-004-1404 has been cut as of 6/9/23. RJS	6/9/2023			6/9/2023	Has been mowed.	1
4 Avenue Southeast	Has been mowed.	6/5/2023			6/5/2023	Has been mowed.	1
Bellflower Lane Northeast	The vacant lots have been mowed as of 6/6/23. RJS	6/6/2023			6/6/2023	Has been mowed.	1
Country Creek Lane Northeast	Vacant lots 17-578-0319,0317, 0316, 0315, 0314, 0313,0312, 0311 with long grass and weeds. No change to the vacant lots status as of 6/15/23. RJS	6/6/2023	6/15/2023	6/29/2023			0.5
Creek View Lane Northeast	Complaint: Vacant lot 17-579-0206 hasn't been cut yet. The complaint vacant lot 17-579-0206 has been mowed many times by home owner across the street. RJS	6/2/2023			6/2/2023	Has been mowed.	1
Evergreen Place Northeast	Complaint: Vacant lots 17-579-0115, 17-579-0116, 17-579-0117 haven't been cut yet. See pictures 7812, 7813, 7814 of the complaint vacant lots as of 6/2/23. RJS No change in the vacant lots complaint status as of 6/5/23, 6/6/23, 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/2/2023	6/6/2023	6/20/2023	6/20/2023	The complaint vacant lots have been cut as of 6/20/23. RJS	1
Glendale Street	Vacant lot 17-507-0101 with long grass and weeds on blvd. No change in the complaint location status as of 6/15/23. RJS	6/8/2023	6/15/2023	6/29/2023			0.5
Greenleaf Place Southeast	The vacant lots on Greenleaf Place have been cut as of 6/13/23. RJS	6/13/2023			6/13/2023	Has been mowed.	1
Greenleaf Road Southeast	The vacant lots on Greenleaf Road have been cut as of 6/13/23. RJS	6/13/2023			6/13/2023	Has been mowed.	1
Hartle Avenue	Has been mowed.	6/5/2023			6/5/2023	Has been mowed.	1
Lemond Road	Vacant lots 17-566-0102 picture 7805 and 17-566-0101 picture 7805 with long grass and weeds. No change in the vacant lots complaint status as of 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/7/2023	6/21/2023	6/12/2023	The vacant lots have been cut as of 6/12/23. RJS	1
Lemond/Riverwood Road	Vacant lots 17-566-0227 picture 7800, 17-566-0215 to 0226 with long grass and weeds. picture 7802 No change in the vacant lots complaint status as of 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/7/2023	6/21/2023	6/12/2023	The vacant lots have been cut as of 6/12/23. RJS	1
Mossy Creek Drive Northeast	Complaint: Vacant lot 17-573-0217 hasn't been cut yet this year. See attached picture 7799 dated 6/1/23. RJS No change in the complaint location status as of 6/2/23, 6/5/23, 6/6/23, 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/2/2023	6/16/2023	6/12/2023	The vacant lot 17-573-0217 has been cut as of 6/12/23. RJS	1
Oak Avenue South	Complaint: Vacant lot 17-629-0102 south of Gilberto's has tall grass. (Corner of Oak Avenue South and Barney Street SW) See attached pictures 7888, 7889 of the vacant lot as of 6/22/23. RJS No change to the complaint location status as of 6/23/23, 6/26/23, 6/27/23. RJS	6/22/2023	6/23/2023	7/7/2023			0.5
Riverwood Drive Southwest	Vacant lots 17-566-0201 to 0207 picture 7804 with long grass and weeds. No change in the vacant lots complaint status as of 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/7/2023	6/21/2023	6/12/2023	The vacant lots have been cut as of 6/12/23. RJS	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
Riverwood Drive Southwest	Vacant lots 17-566-0211 to 0213 picture 7803 with long grass and weeds. No change in the vacant lots complaint status as of 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/7/2023	6/21/2023	6/12/2023	The vacant lots have been cut as of 6/12/23. RJS	1
Riverwood Drive Southwest	Vacant lots will long grass and weeds. No change in the vacant lots status as of 6/7/23, 6/8/23, 6/9/23. RJS	6/1/2023	6/7/2023	6/21/2023	6/12/2023	The vacant lots have been cut as of 6/12/23. RJS	1
Robin Hood Lane Southeast	The blvd area has been mowed and somewhat cleaned up as of 6/13/23. RJS	6/13/2023			6/13/2023	Has been mowed.	1
1036 Grove Avenue South	Black (no seat cushions) couch on the front blvd. See attached picture 7886 of the complaint location as of 6/22/23. RJS No change in the complaint location status as of 6/23/23, 6/26/23. RJS	6/22/2023	6/27/2023	7/7/2023	6/27/2023	The complaint location black couch has been removed as of 6/27/23. RJS	1
1039 Lincoln Avenue South	White electrical four burner stove in front driveway - see attached picture 7857 of the complaint location stove	6/13/2023	6/16/2023	6/30/2023	6/20/2023	The complaint location removed the stove as of 6/20/23. RJS	1
104 18 Street Southwest	Complaint: Lot south of HyVee gas hasn't been cut yet this year. See attached picture 7893 of the vacant lot 17-016-2212 as of 6/22/23. RJS No change to the complaint location status as of 6/23/23, 6/26/23. RJS	6/22/2023	6/23/2023	7/7/2023	6/27/2023	The complaint with long grass and weeds has been mowed as of 6/27/23. RJS	1
1048 Oak Avenue South	Light color (no seat cushions) couch on the front sidewalk. See attached picture 7891 of the complaint location as of 6/22/23. RJS No change in the complaint location status as of 6/23/23, 6/26/23, 6/27/23. RJS	6/22/2023	6/27/2023	7/7/2023			0.5
105 19 Street Northeast	The complaint location long grass and weeds have been mowed as of 6/7/23. RJS	6/7/2023			6/7/2023	Has been mowed.	1
1072 Oak Avenue South	Complaint: Tall weeds in back yard. Complainant's pictures have been uploaded. See attached pictures 7890, 7892 of the complaint location as of 6/22/23. RJS No change to the complaint location status as of 6/23/23, 6/26/23, 6/27/23. RJS	6/22/2023	6/23/2023	7/7/2023			0.5
109 Lincoln Avenue South	Gray three seat couch on the front blvd area. The complaint couch has been removed as of 6/2/23. RJS	6/1/2023			6/2/2023	Has been removed.	1
1101 St Paul Road	Black couch on the St Paul Blvd. See attached pictures 7871, 7873 of the complaint location as of 6/16/23. RJS	6/16/2023			6/20/2023	Has been removed.	1
1119 Mineral Springs Road Northeast	Long grass/weeds in all yards of the complaint location. The complaint location has mowed the yards as 6/12/23. RJS	6/9/2023			6/12/2023	Has been mowed.	1
1119 Mineral Springs Road Northeast	Mattress and child's living room chair on the front blvd - see complaint location picture 7855. RJS The complaint items were removed as of 6/15/23. RJS	6/13/2023			6/15/2023	Has been removed.	1

Weed/Nuisance Complaint Inspections				OWATONNA FIRE DEPARTMENT			
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
113 North Street East	Complaint: Tall grass, hasn't been cut this year. No change in the complaint location status as of 6/8/23. RJS The complaint location tall grass has been mowed as of 6/9/23. RJS	6/7/2023			6/9/2023	Has been mowed.	1
1145 16 Street Southwest	Need updated pictures of long grass. Will contact mowers once we have those. 9609 See attached reinspection pictures 7894, 7895 of the complaint location's long grass and weeds as of 6/23/23. RJS No change in complaint location long grass and weeds as of 6/21/23, 6/22/23, 6/26/23, 6/27/23. RJS	6/21/2023	6/2/2023	6/12/2023		6/23/23 - Contacted mowers. 9609	1
115 19 Street Northeast	2 seat reclining brown couch and misc boxes on blvd. No change in the complaint location status as of 6/7/23. RJS	6/5/2023	6/7/2023	6/17/2023	6/8/2023	The couch and misc boxes on the complaint location has been removed as of 6/8/23. RJS	1
1210 Jadden Lane Southeast	Long grass/weeds in all yards of the complaint location. The complaint location mowed it's long grass and weeds as of 6/2/23. RJS	6/1/2023			6/2/2023	Has been mowed.	1
1215 Linn Avenue	Dining room table on the front blvd area. See attached picture 7869 of the complaint location as of 6/15/23.	6/15/2023			6/16/2023	Has been removed.	1
123 McKinley Street East	Long grass/weeds in all yards of the complaint location. See attached picture 7887 of the complaint location as of 6/22/23. RJS No change in the complaint location status as of 6/23/23, 6/26/23, 6/27/23. RJS	6/22/2023	6/26/2023	7/6/2023			0.5
125 McKinley Street East	Light brown reclining living room chair on front blvd. See attached picture 7877 as of 6/20/23. RJS	6/20/2023	6/23/2023	7/3/2023	6/23/2023	The complaint location reclining chair has been removed as of 6/23/23. RJS	1
136 16 Street Northeast	Complaint: Tall grass in the back yard. Can go onto 139 17 St NE's property if needed. It appears that the complaint started to mow the back yard as of 6/6/23. Will continue to inspect the complaint location each day as needed. RJS No change in the complaint location status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/6/2023	6/16/2023	6/26/2023		Reinspection picture 7898 of the complaint location as of 6/26/23. Need to call lawn service as of 6/26/23. RJS 6/28/23 - Contacted mower. 9609	1
139 15 Street Northeast	Long grass/weeds in all yards of the complaint location. 6/13/23 - Received complaint about tall grass. No change in the complaint location status as of 6/15/23. RJS	6/7/2023	6/15/2023	6/25/2023		Reinspection picture 7897 of the complaint location long grass and weeds as of 6/26/23. Need to call the lawn service as of 6/26/23, 6/27/23. RJS 6/28/23 - Contacted mower. 9609	1
1475 Jadden Lane Southeast	L-shaped office desk on the front blvd area. The complaint location removed the office desk from the front blvd area as of 6/6/23. RJS	6/5/2023			6/6/2023	Has been removed.	1
1494 Rose Street East	Three seat couch on the front driveway. See picture 7874 as of 6/16/23. The complaint couch has been removed from the front driveway as of 6/20/23. RJS	6/16/2023			6/20/2023	Has been removed.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
1505 Sunset Drive Southwest	Long grass/weeds in all yards. No change in the complaint location status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/5/2023	6/7/2023	6/17/2023	6/23/2023	Reinspection pictures as of 6/20/23 (not mowed) 7875 and 7876. Need to call lawn service as of 6/20/23. RJS 6/20/23 - Contacted mower. 9609. 6/23/23 - Has been mowed.	1
1585 Wood Duck Lane Northeast	Vacant lot with long grass and weeds. The vacant lot has been cut as of 6/13/23. RJS	6/6/2023			6/13/2023	Has been mowed.	1
1650 Eagle Ridge Street Northeast	Complaint: Vacant lot 17-612-0114 has tall grass/weeds. Has been mowed.	6/1/2023			6/2/2023	Has been mowed.	1
1715 Wood Duck Lane Northeast	Vacant lot with long grass and weeds. The vacant lot has been cut as of 6/13/23. RJS	6/6/2023			6/13/2023	Has been mowed.	1
1801 Linn Drive	The complaint location dishwasher has been removed from the front the garage as of 6/2/23	6/5/2023			6/5/2023	Has been removed.	1
1856 Prairie Lane Northeast	Long grass/weeds in all yards of the complaint location. The complaint location mowed it's grass and weeds on 6/5/23. RJS	6/1/2023			6/5/2023	Has been mowed.	1
1860 Bigelow Avenue	Need to take picture, documenting that it hasn't been mowed. 9609 See attached pictures 7864, 7865, 7866 of the complaint location as of 6/15/23. RJS	6/15/2023			6/20/2023	The complaint location (all yards) have been mowed as of 6/20/23. RJS	1
1940 La Casa Lane Southeast	The front yard long grass and weeds has been mowed as of 6/12/23. RJS	6/12/2023			6/12/2023	Has been mowed.	1
219 Fremont Street East	Most of the complaint misc items have been removed as of 6/5/23. RJS OK for now.	6/5/2023			6/5/2023	Have been removed.	1
234 Fremont Street East	Long grass/weeds in all yards of the complaint location. No change to the complaint location status as of 6/21/23, 6/22/23, 6/23/23, 6/26/23, 6/27/23. RJS	6/15/2023	6/21/2023	7/1/2023			0.5
2372 Haddonstone Lane Northeast	Vacant lot 17-600-0110 with long grass and weeds. No change in the vacant lot complaint status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/5/2023	6/7/2023	6/21/2023	6/16/2023	The vacant lot has been cut as of 6/16/23. RJS	1
2376 Haddonstone Lane Northeast	Vacant lot 17-600-0111 with long grass and weeds. No change in the vacant lot complaint status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/5/2023	6/7/2023	6/21/2023	6/16/2023	The vacant lot has been cut as of 6/16/23. RJS	1
247 Fremont Street East	The complaint location person started to mowed the long grass and weeds on 6/23/23. RJS	6/23/2023			6/26/2023	The complaint location with long grass and weeds has been mowed as of 6/26/23. RJS	1
251 Fremont Street East	Complaint: Noxious weeds. Not for sure the location of the noxious weeds at the complaint location. RJS See attached pictures 7862, 7863 of the complaint location as of 6/15/23. RJS	6/15/2023			6/15/2023	No violation. No noxious weeds at the time of the inspections. Closing for now, will review if we receive another complaint. 9609	1
253 Beech Avenue	The complaint location long grass and weeds have been mowed as of 6/2/23. RJS	6/2/2023			6/2/2023	Has been mowed.	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
2575 Stony Creek Drive	Complaint: Two car seats, end table, and furniture at the end of the driveway. See attached picture 7885 of the complaint location as of 6/22/23. RJS No change to the complaint location status as of 6/23/23. RJS	6/22/2023	6/26/2023	7/6/2023	6/26/2023	The compliant items on the front driveway area have been removed as of 6/26/23. RJS	1
280 Timber Place Northeast	Complaint: Vacant lot 17-640-0109 hasn't been cut this year.	6/1/2023			6/1/2023	This vacant lot 17-640-0109 has been mowed as of 6/1/23. RJS	1
309 Lincoln Avenue South	Living room blue chair on the front blvd. The living room chair has been removed as of 6/12/23. RJS	6/9/2023			6/12/2023	Has been removed.	1
310 20 Street Northeast	The complaint location with tall weed, tree branches have been cut as of 6/5/23. See attached picture of the complaint area as of 6/5/23. RJS	6/5/2023			6/5/2023	Has been mowed.	1
313 Pine Avenue North	Complaint items moved to the alley way road as of 6/8/23. RJS	6/8/2023			6/9/2023	The misc complaint items next to the fence have been removed as of 6/9/23. RJS	1
315 Walnut Avenue South	Two mattresses on the front blvd area - see attached picture 7856 of the complaint location. RJS The complaint mattresses on the front blvd area have been removed as of 6/15/23. RJS	6/13/2023			6/15/2023	Has been removed.	1
321 Cedar Avenue South	Brown reclining living room chair on the front blvd see picture 7850 as of 6/13/23. RJS. No change in complaint location status as of 6/15/23. RJS	6/13/2023	6/16/2023	6/26/2023	6/23/2023	The complaint location reclining chair has been removed as of 6/23/23. RJS	1
335 Bryan Avenue	The complaint location removed the air conditioner from the blvd as of 6/5/23. RJS	6/5/2023			6/5/2023	Has been removed.	1
338 State Avenue	Long grass/weeds in all yards of the complaint location. No change in the complaint location status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23. RJS Someone used a weed whip to cut some of the taller weeds in the front yard as of 6/14/23. Balance of the yard is taller than 8" as of 6/14/23, 6/15/23. RJS	6/2/2023	6/7/2023	6/17/2023	6/23/2023	Reinspection picture 7878 of the complaint location as of 6/20/23. Need to call lawn service as of 6/20/23. RJS 6/20/23 - Contacted mower. 9609 6/23/23 - Has been mowed.	1
345 Pylor Place Northwest	Gas grill on the front blvd. No change to the complaint location status as of 6/15/23. RJS	6/8/2023	6/15/2023	6/25/2023	6/16/2023	The complaint gas grill on the front blvd area has been removed as of 6/16/23. RJS	1
409 Sylvan Street	Long grass/weeds in all yards of the complaint location. No change in complaint location status as of 6/15/23. RJS	6/9/2023	6/15/2023	6/25/2023	6/20/2023	The complaint location mowed the tall grass and weeds as of 6/20/23. RJS	1
415 Elm Avenue North	The brown TV stand in the alleyway has been removed as of 6/14/23. RJS	6/14/2023			6/14/2023	Has been removed.	1
428 Pearl Street East	The complaint location yards have been mowed as of 6/6/23. RJS	6/6/2023			6/6/2023	Has been mowed.	1
448 School Street East	Long grass/weeds in all yards of the complaint location. See attached pictures 7879, 7880 as of 6/20/23. RJS	6/20/2023	6/23/2023	7/3/2023	6/26/2023	Has been mowed.	1
460 Glendale Street	Living room ottoman on front blvd as of 6/8/23. The two couches have been removed. RJS No change to the complaint location as of 6/15/23. RJS	6/8/2023	6/15/2023	6/25/2023	6/23/2023	The ottoman on the front blvd area has been removed as of 6/23/23. RJS	1

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
460 Hilltop Avenue	2 light brown couches and living room stand on blvd. The two couches and living room stand on the front blvd area have been removed as of 6/14/23. RJS	6/8/2023			6/14/2023	Items have been removed.	1
506 Oak Avenue South	Complaint: Tall grass. The complaint location with tall and weeds has been mowed as of 6/2/23. RJS	6/2/2023			6/2/2023	Has been mowed.	1
515 24 Street Northeast	The complaint location remove the pile of misc items on the driveway next to the garage on 6/5/23. RJS	6/5/2023			6/5/2023	Have been removed.	1
543 Broadway Street East	The complaint location long grass and weeds have been mowed as of 6/7/23. RJS	6/7/2023			6/7/2023	Has been mowed.	1
613 Vine Street East	Long grass/weeds in all yards of the complaint location. No change in the complaint location status as of 6/8/23, 6/9/23. RJS	6/6/2023	6/8/2023	6/18/2023	6/13/2023	The back yard has been cut as of 6/13/23. RJS	1
650 Allan Avenue Southwest	Two mattresses on the front blvd area. See attached picture 7884 as of 6/21/23. RJS The complaint location mattresses on the front blvd area have been removed as of 6/22/23. RJS	6/21/2023			6/22/2023	Has been removed.	1
677 Glendale Street	Flower background couch and TV stand on front blvd. The couch and TV stand have been removed as of 6/9/23. RJS	6/8/2023			6/9/2023	Has been removed.	1
704 Cherry Street	Three seat black couch on the front blvd area. The couch has been removed as of 6/13/23. RJS	6/8/2023			6/13/2023	Has been removed.	1
710 El Dorado Street Southeast	Complaint: Empty lots on El Dorado haven't been cut yet this year.	6/1/2023			6/1/2023	Has been mowed.	1
710 Lee Street Northeast	Complaint: Trash and junk items in yards. See attached pictures 7881, 7882, 7883 of the complaint location as of 6/21/23. Do not see this complaint location as an violation issue as of 6/21/23. RJS	6/21/2023			6/21/2023	No violation found at time of inspection.	0.5
714 School Street East	Complaint: Junk everywhere, yard is a mess. Repeat violation location in 2023. Unable to take a violation picture due to a person sitting near the front door as of 6/22/23. The east and west sides of house have items being stored. RJS See attached picture 7896 of the backyard of the complaint location as of 6/23/23. RJS See attached pictures 7899, 7900, 7901 of the complaint location's front yard areas as of 6/26/23. RJS No change in the complaint location status as of 6/27/23. RJS	6/22/2023	6/26/2023	7/20/2023		6/26/23-9622 spoke with property owner. She requested an extension. He granted a 2 week extension. I've updated the reinspection dates. 9609	0.5
720 School Street East	The complaint location backyard has been mowed as of 6/2/23. RJS	6/2/2023			6/2/2023	Has been mowed.	1
725 Escalade Lane Southeast	Tall weeds on vacant lot 17-619-0126 (picture 7829) as of 6/6/23. RJS. No change in the vacant lot complaint status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/6/2023	6/7/2023	6/21/2023	6/21/2023	The vacant lot has been cut as of 6/21/23. RJS	1
729 Minnesota Avenue Southeast	Complaint: Very strong/bad smell.	6/13/2023			6/13/2023	6/14/23 - No violation found at the time of the inspection. Closed complaint. 9609	0.5

Weed/Nuisance Complaint Inspections						OWATONNA FIRE DEPARTMENT	
June 1, 2023 to June 28, 2023							
Address	Complaint Description	Inspection Date	Violation Notice Sent	Correction Due Date	Violation Corrected Date	Comments	Staff Hours
745 Escalade Lane Southeast	Complaint: Tall weeds on vacant lots 17-619-0124 (picture 7828). Uploaded complainant's pictures. No change in the vacant lot complaint status as of 6/7/23, 6/8/23, 6/9/23, 6/12/23, 6/13/23, 6/14/23, 6/15/23. RJS	6/6/2023	6/7/2023	6/21/2023	6/21/2023	The vacant lot has been cut as of 6/21/23. RJS	1
830 20 Street Northeast	Misc complaint items on the east side of the garage. No additional changes at the complaint location as of 6/26/23, 6/27/23. RJS	6/26/2023	6/27/2023	7/11/2023			0.5
883 Escalade Lane Southeast	Complaint: Empty lots on Escalade Ln haven't been cut this year.	6/1/2023			6/1/2023	Has been mowed.	1
887 Willowbrook Street Northeast	The back yard and areas near the fence has been mowed and somewhat cleared as of 6/12/23. RJS	6/12/2023			6/12/2023	Has been cleared.	1
902 Elm Avenue North	Complaint: Tall grass. The complaint location with tall grass and weeds has been mowed as of 6/2/23. RJS	6/2/2023			6/2/2023	Has been mowed.	1
914 Mineral Springs Road Northeast	Blue living room chair on the front driveway-see picture 7849 as of 6/12/23. RJS The chair has been removed as of 6/14/23. RJS	6/12/2023			6/14/2023	Has been removed.	1
924 Vine Street East	Living room ottoman and two decorative living room stands on front blvd - see attached picture 7860 of the complaint location. The complaint items have been removed as of 6/15/23. RJS	6/13/2023			6/15/2023	Has been removed.	1
939 Mineral Springs Road Northeast	Misc items in front of garage. No change to the complaint location status as of 6/26/23, 6/27/23. RJS	6/26/2023	6/27/2023	7/11/2023			0.5



Licenses - Permits



EP-23-36

Events Permit Application

Movie in the Park at Dartts Park

06/30/2023

Friday, July 21st 9:00 pm - 11:00 pm

Status: Active**Date Created:** Jun 7, 2023

Applicant

Drake Simonson
drake.simonson@ci.owatonna.mn.us
540 West Hills Circle
Owatonna, MN 55060
507-774-7362

Event Information**Event Contact**

Drake Simonson - 507-456-3085

Location of Event

Dartts Park Chuck Fuller Field

Description of Event

Movie in the Park. Apart of Summer Weekend Out

Event Set Up Date

07/21/2023

Event Set Up Time

4:00pm

Actual Event Date

07/21/2023

Actual Event Time

9:00pm

Clean Up Date

07/21/2023

Clean Up Time

11:00pm

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

Postponed

Reschedule Date

07/22/2023

Estimated Attendance

100

Is this event a dance?

No

Application Information**Sponsoring Organization Name**

City of Owatonna - Parks, Recreation & Facilities Department

Mailing Address

540 West Hills Circle

City

Owatonna

State

MN

Zip**Website Address**

555555

www.owatonna.gov

Primary Contact**Phone Number**

507-456-3085

Email Address

drake.simonson@ci.owatonna.mn.us

Cell Phone

507-456-3085

Cell Phone

507-475-3884

Phone

507-774-7362

Name

Drake Simonson

Cell Phone

507-456-3085

Primary On-site Contact**Name**

Drake Simonson

Alternate On-site Contact**Name**

Dani Licht

Refer Media or Citizen Inquiries To:**Name**

Drake Simonson

Event Features**City Streets or Right-of-Way**

No

City Sidewalks or Trails

No

Parks

Yes

Date

07/21/2023

Will any signs/banners be put up?

No

Insurance certificate from rental vendor is required. *No staking without approval*

Will sound amplification be used?

Yes

Hours

9:00pm

Sound amplified after 10:00 p.m. will require an Exception to the City's Noise Ordinance. There is a \$150 fee for an

Alleys

No

Public Parking Lots or Spaces

No

Start/End Time

4:00pm

Name of Requested Park(s)

Chuck Fulle Field at Dartts Park

Will there be any inflatables?

No

Will there be entertainment?

Yes

What Type

Movie played on inflatable screen

Type

Portable Speakers or PA system at the field

Will sound be amplified after 10:00pm?

Yes

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

No

Exception to the City's Noise Ordinance which must be paid with this Event Application

Fees may apply. No staking without approval.

Will there be temporary fencing?

No

Will merchandise/food items be sold?

No

Will food be prepared on site?

No

Will alcohol be sold?

No

A Temporary Liquor License will be required. Complete an application for a Temporary Liquor License.

Is this a request for a temporary permit?

No

Additional documentation and fees are required

Will there be a fireworks display?

No

Permit required, Contact Owatonna Fire Department: 507-444-2454

Describe power needs and location of power source

standard outlet for screen and projector. Outlets located at the field

Describe level of advertisement

Facebook posts, Parks, Recreation and Facilities website

Have adjacent property owners been notified of this event?

No

Signatures required.

Will the event need barricade(s)?

No

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

Will the event need cones?

No

Size Needed

Small

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

Will Central Park Stage be used?

No

Will there be any horses?

No

Please provide insurance information and complete Hold Harmless Agreement

Describe trash removal and cleanup plan during and after event

staff will pick up trash and clean area before we leave

Will event need traffic control?

No

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

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

Spectators will park in the parking lots and directed to either the stands or outfield of the field to watch the movie. Gates will be open for entrance and exit.

Will "No Parking" signs be needed?

NO

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

Will event need security?

No

Will event need Emergency Medical Services?

No

*Contact Gold Cross Ambulance" 507-451-6403***Describe the emergency action plan if severe weather should arise?**

In the event of severe weather threat. The movie will be postponed to the 22nd. If a storm was to pop up unexpectedly, we would direct everyone to the restrooms until it has passed. Staff will have access to their phones and will monitor weather.

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

Name

Drake Simonson

Phone Number

507-456-3085

Email

drake.simonson@ci.owatonna.mn.us

List any other pertinent information

--

CITY SERVICES - After reviewing the event application, City Services may be required for the event

Applicant Signature

*The sponsor(s) of this event hereby agrees to save the City, its agents, officials and employees harmless from and against all damages to persons or property, all expenses and other liability that may result from this activity. **Depending on the size of and scope of the event a "Certificate of Insurance" may be required.** If insurance is required, the policy must be kept in force during the event of at least the statutory limits for municipalities covering claims that might be brought against the event that arise out of the events authorized and to name the City as an additional insured on their policy "as their interest may appear." As the sponsor or authorized representative, I certify that the information provided is true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of Owatonna and is a release of Liability.*

Signature of Applicant

Drake Thomas Simonson
06/07/2023

Internal Use**Special Provisions**

-- Request Exception to City's Noise Ordinance as movie will play outdoors past 10:00 pm. Letters mailed to property owners within 350' of the site and no objections received. City Administrator Busse approved request for exception.

Fire Department Approval / Comments / Notes

-- approved, no comment made.

Park & Rec. Department Approval / Comments / Notes

-- approved, planned internal event.

Police Department Approval / Comments / Notes

-- approved, no budget impact.

Public Works Department Approval / Comments / Notes

-- approved, no comment made.

Building & Inspection

-- approved, no comment made.

Date to Council

-- July 5, 2023 - Council Consent Agenda

Council Notes

--

Items Needed

--

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: Eagles Ladies Auxiliary #1791

Previous Gambling Permit Number: X-X-04986-17-009

Minnesota Tax ID Number, if any: 8138534

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 141 E. Rose St.

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

Name of Chief Executive Officer (CEO): Kim Hanson

CEO Daytime Phone: 507-475-4846

CEO Email: _____

(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): Steele County Fairgrounds

Physical Address (do not use P.O. box): 1525 Cedar Ave S

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 16 - August 20, 2023

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/ach and click on **Distributors** under the **List of Licenses** 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:

Jeannette ClawsonTitle: Adm. Specialist Date: 6/21/2023

**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: Kim Hanson Date: 6/20/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Kim Hanson**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.

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: American Cancer Society, Inc.

Previous Gambling Permit Number: X- 93160-22

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 13-1788491

Mailing Address: 3380 Chastain Meadows Pkwy NW Ste 200

City: Kennesaw State: GA Zip: 30144 County: Cobb

Name of Chief Executive Officer (CEO): Karen E. Knudsen

CEO Daytime Phone: (215) 985-5302 CEO Email: Karen.Knudsen@cancer.org

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

Email permit to (if other than the CEO): Event.Compliance@cancer.org

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): VFW

Physical Address (do not use P.O. box): 135 Oakdale Street

Check one:

☒ City: Owatonna Zip: 55060 County: Steele

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 11/9/2023

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 MN

Signature of City Personnel:

Karen E. Knudsen
Title: Admin Specialist

Date: 6/28/2023

**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: Karen E. Knudsen Date: 6/26/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Karen E. Knudsen

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.

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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)

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ORGANIZATION INFORMATION

Organization Name: mn pheasants inc

Previous Gambling Permit Number: X- 74011-23-037

Minnesota Tax ID Number, if any: es29793

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: p.o box 351

City: owatonna State: mn Zip: 55060 County: steele

Name of Chief Executive Officer (CEO): george c sprague

CEO Daytime Phone: 507-456-9337 CEO Email: _____

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

Email permit to (if other than the CEO): jp585b@live.com

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**

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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

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☐ **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): steele county free fair

Physical Address (do not use P.O. box): 1525 south cedar ave

Check one:

☒ City: owatonna Zip: mn County: 55060

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 08-20-2023

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.

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

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- ☐ 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:

Frankie Clawson

Title: Admin Specialist Date: 6/30/2023

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

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

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- ☐ 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: George C Sprague Date: 6-30-2023
(Signature must be CEO's signature; designee may not sign)

Print Name: george c sprague

REQUIREMENTS

Complete a separate application for:

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

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

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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:

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- _____ 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.

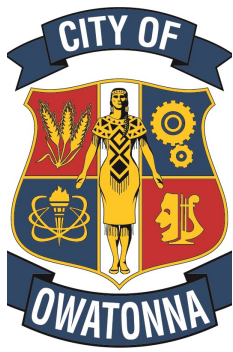
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; 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



Miscellaneous



Public Works Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order #5 - 2021 Bridge Street Project - BCM Construction, Inc.

Purpose:

To receive council approval for Change Order No. 5 for the 2021 Bridge Street Project.

Background:

The reconciliation of the final quantities to the estimated quantities of the West Bridge Street Reconstruction results in the need for contract revision in accordance with specification 1402.1 - Alteration of Work.

See attached for itemized reconciliation.

Budget Impact:

The total contract price will be decreased by \$29,383.40.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. 153-109-014 Change Order 5 - SEQ Reconciled

**CHANGE ORDER NO. 5
LEVEL 2**

Page 1 of 5

CONTRACTOR: BCM Construction, Inc.		FEDERAL PROJECT NO. STPF 7420(168)	STATE PROJECT NO. SP 153-109-014
ADDRESS:		LOCATION OF WORK 24 TH AVENUE TO I-35	
This Contract uses MnDOT Standard Specifications for Construction 2018 Edition			

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation, and Contractor as follows:

Issue:

Reconciliation of final quantities to the estimated project quantities.

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work.

Resolution:

1. Payment for this work will be at Contract Unit Prices as provided in MnDOT Specification 1807.
2. This document does not change Contract Time.

ESTIMATE OF COST

ITEM NO.	ITEM	UNIT	UNIT PRICE		QUANTITY	AMOUNT	CAT/ PROJ
INCREASE							
2104.502	REMOVE SIGN TYPE C	EACH	\$31.50	*	3	\$94.50	
2104.502	REMOVE CASTING	EACH	\$283.41	*	1	\$283.41	
2104.502	REMOVE GATE VALVE AND BOX	EACH	\$283.41	*	1	\$283.41	
2104.604	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$1.05	*	40	\$42.00	
2106.507	EXCAVATION - COMMON (P)	CU YD	\$9.21	*	35	\$322.35	
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	\$2.63	*	1377	\$3621.51	
2301.6	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	\$12.21	*	33	\$402.93	
2301.504	CONCRETE PAVEMENT 8.0"	SQ YD	\$56.70	*	112	\$6350.40	
2301.604	CONCRETE PAVEMENT (SPECIAL) (1)	SQ YD	\$86.09	*	38	\$3271.42	

CHANGE ORDER NO. 5 LEVEL 2

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2501.503	30" RC PIPE CULVERT	LIN FT	\$102.03	*	2	\$204.06	
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	\$59.86	*	17	\$1017.62	
2504.603	10" PVC WATERMAIN	LIN FT	\$46.82	*	11	\$515.02	
2504.603	16" PVC WATERMAIN	LIN FT	\$86.40	*	14	\$1209.60	
2504.608	WATERMAIN FITTINGS	POUND	\$10.98	*	134	\$1471.32	
2506.502	CASTING ASSEMBLY	EACH	\$1094.52	*	2	\$2189.04	
2511.507	RANDOM RIPRAP, CLASS III	CU YD	\$52.23	*	8	\$417.84	
2521.518	6" CONCRETE WALK	SQ FT	\$8.82	*	239	\$2107.98	
2531.503	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	\$24.00	*	4	\$96.00	
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$20.35	*	186	\$3785.10	
2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	\$20.80	*	19.6	\$407.68	
2531.504	7.0" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$92.08	*	28	\$2578.24	
2531.618	TRUNCATED DOMES	SQ FT	\$39.69	*	4.4	\$174.64	
2564.518	SIGN PANELS TYPE C	SQ FT	\$57.75	*	13	\$750.75	
2564.618	SIGN PANELS TYPE SPECIAL	SQ FT	\$83.99	*	0.5	\$42.00	
2571.524	CONIFEROUS TREE 4' HT B&B	TREE	\$367.46	*	2	\$734.92	
2575.504	EROSION CONTROL BLANKET, CATEGORY 3N (4)	SQ YD	\$1.63	*	2620	\$4270.60	
2575.508	SEED MIXTURE 25-141	POUND	\$5.25	*	126	\$661.50	
2582.503	4" DOUBLE SOLID LINE MULTI- COMPONENT GROUND IN (WR)	LIN FT	\$1.89	*	41	\$77.49	
2582.503	4" DASHED LINE MULTI- COMPONENT GROUND IN (WR)	LIN FT	\$0.95	*	52	\$49.40	
2582.503	4" SOLID LINE MULTI- COMPONENT GROUND IN (WR)	LIN FT	\$0.95	*	8	\$7.60	
	Subtotal for Increase					\$37,440.33	

CHANGE ORDER NO. 5 LEVEL 2

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DECREASE							
2041.610	TRAINEES	HOURL	\$1.00	*	-395.5	-\$395.50	
2104.503	REMOVE WATER MAIN	LIN FT	\$5.11	*	-174	-\$889.14	
2106.507	EXCAVATION - SUBGRADE	CU YD	\$4.59	*	-414	-\$1900.26	
2106.507	STABALIZING AGGREAGTE (CV)	CU YD	\$24.60	*	-739	-\$18179.40	
2106.507	SELECT GRANULAR EMBANK SUPER SAND (CV)	CU YD	\$19.78	*	-17	-\$336.26	
2112.604	SUBGRADE PREPARATION	SQ YD	\$1.23	*	-149	-\$183.27	
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$26.01	*	-169	-\$4395.69	
2301.602	1.25" DOWEL BAR	EACH	\$8.82	*	-684	-\$6032.88	
2301.602	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	EACH	\$13.79	*	-15	-\$206.85	
2301.504	CONCRETE PAVEMENT 8.5"	SQ YD	\$65.10	*	-31	-\$2018.10	
2360.504	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3;C), 2" THICK	SQ YD	\$21.53	*	-226	-\$4865.78	
2360.504	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C), 2" THICK	SQ YD	\$21.53	*	-226	-\$4865.78	
2502.602	INSTALL 4" PVC DRAIN CLEAN OUT	EACH	\$229.37	*	-2	-\$458.74	
2502.603	4" PERFORATED PE PIPE DRAIN	LIN FT	\$6.63	*	-92	-\$609.96	
2504.602	ADJUST HYDRANT	EACH	\$415.34	*	-3	-\$1246.02	
2504.602	ADJUST VALVE BOX (2)	EACH	\$113.71	*	-2	-\$227.42	
2504.603	4" PVC WATERMAIN	LIN FT	\$42.71	*	-22	-\$939.62	
2504.604	6" PVC WATERMAIN	LIN FT	\$46.34	*	-3	-\$139.02	
2504.604	4" POLYSTYRENE INSULATION	SQ YD	\$20.84	*	-15	-\$312.60	
2506.602	ADJUST FRAME AND RING CASTING	EACH	\$414.81	*	-2	-\$829.62	
2554.502	GUIDE POST TYPE B	EACH	\$62.99	*	-2	-\$125.98	
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	\$4799.64	*	-0.5	-\$2399.82	
2564.502	INSTALL SIGN TYPE C (3)	EACH	\$157.49	*	-2	-\$314.98	
2571.524	CONIFEROUS TREE 6' HT B&B	TREE	\$440.96	*	-1	-\$440.96	

CHANGE ORDER NO. 5 LEVEL 2

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2571.524	CONIFEROUS TREE 8' HT B&B	TREE	\$577.45	*	-1	-\$577.45	
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$1975.06	*	-0.5	-\$987.53	
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$168.74	*	-18	-\$3037.32	
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	\$3.15	*	-467	-\$1471.05	
2573.503	SILT FENCE, TYPE MS	LIN FT	\$2.89	*	-38	-\$109.82	
2574.507	LOAM TOPSOIL BORROW	CU YD	\$3.15	*	-19	-\$59.85	
2575.505	DISK ANCHORING	ACRE	\$104.99	*	-3.6	-\$377.96	
2575.505	SEEDING	ACRE	\$524.96	*	-1	-\$524.96	
2580.501	INTERIM PAVEMENT MARKING	LUMP SUM	\$2099.85	*	-1	-\$2099.85	
2582.503	8" BROKEN LINE MULTI- COMPONENT GROUND IN (WR)	LIN FT	\$3.15	*	-2	-\$6.30	
2582.503	24" SOLID LINE MULTI- COMPONENT GROUND IN (WR)	LIN FT	\$13.13	*	-359	-\$4713.67	
2582.518	CROSSWALK MULTI-COMPONENT GROUND IN (WR)	SQ FT	\$10.08	*	-54	-\$544.32	
	Subtotal for Decrease					-66,823.73	
Net Change						-\$29,383.40	

* Denotes Contract Unit Price

CHANGE ORDER NO. 5 LEVEL 2

Page 5 of 5

	Signature	Date
Project Engineer		06/23/2023
Contractor	Aaron Miller Digitally signed by Aaron Miller DN: C=US, E=aamiller@bcmgrading.com, CN=Aaron Miller Reason: I am approving this document Date: 2023.06.15 19:28:15-05'00'	06/15/2023
Commissioner of Transportation Pursuant to Delegation		
Commissioner of Administration Pursuant to Delegation		
Consultant Contract Administration (Recommendation for approval)		06/13/2023
Local Agency (if funded wholly or in part by Local Agency funds)		

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable.)

- ☐ Plans (Specify plan sheets attached)
☐ Specifications (Specify Specifications attached)
☐ Other



Parks, Trails, Recreation & Facilities Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Change Order #3 - Council Chambers Project - Ebert Construction

Purpose:

Request City Council approval for the Ebert Construction Change Order 3 for the Council Chambers Project.

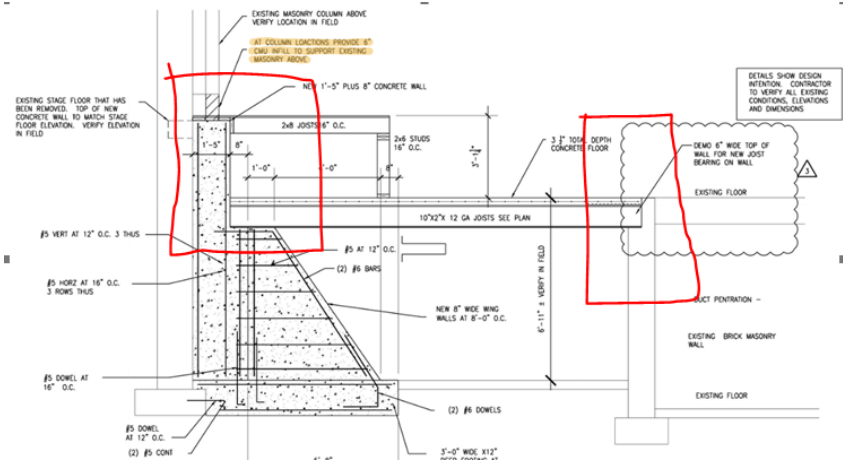
Background:

The Council Chambers project requires additional work discovered during the demo phase.

1. Replacing a sanitary sewer manhole structure in the north staff parking lot that connects to the new building. The structure is original, around 75+ years old. See the photo of the structure. \$15,390.38.



2. With the stage floor removal, additional concrete was needed under the stage area, and a Concrete Masonry Unit (CMU) infill to support the existing wall and floor. See the photo for work. \$ 7,152.76



3. With the change to the weight-bearing wall, additional work is needed at the ceiling. The work includes new Gypsum board to replace the plaster and final finishing. See the photo of the area. \$ 7,687.40.



Budget Impact:

The change order will be paid for through the project's contingencies. With this change order, the project's net total contingency is \$91,659. The total project budget with this change order is \$2,082,948.

Sanitary sewer structure	\$15,390.38
Weight-bearing wall and floor supports	\$7152.76
Ceiling repairs	\$7687.40
Total Change Order	\$30,230.54

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Ebert Construction Change Order 3



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Owatonna City Hall
Owatonna, Minnesota

OWNER: *(Name and address)*
City of Owatonna
540 West Hills Circle
Owatonna, MN 55060
Kris Busse, City Administrator

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 14, 2022

ARCHITECT: *(Name and address)*
CRW architecture + design group
211 11th Ave NW
Rochester, MN 55901
Teresa Thoreson McCormack, AIA

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: July 5, 2023

CONTRACTOR: *(Name and address)*
Ebert, Inc(DBA Ebert Construction)
233350 County Road 10
Corcoran, MN 55375
Josh Busse, Project Manager

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Proposal 10 - Replacement of Sanitary Manhole Structure in North Parking Lot. Change of rain gutter piping requested by building official -

3 days of additional work \$15,390.38 Additional cost

Change Proposal 11 Cost associated with additional concrete under stage area and CMU infill to support existing structure following removal of stage

0 days additional work \$ 7,152.76 Additional cost

Change Proposal 12 - Cost of removing ceiling structure at stage that was bearing on lower walls and providing new Gypsum board to replace plaster.

4 days of additional work \$ 7,687.40 Additional cost

The original Contract Sum was	\$	1,626,400.00
The net change by previously authorized Change Orders	\$	-9,155.54
The Contract Sum prior to this Change Order was	\$	1,617,244.46
The Contract Sum will be increased by this Change Order in the amount of	\$	30,230.54
The new Contract Sum including this Change Order will be	\$	1,647,475.00

The Contract Time will be increased by Seven (7) days.
The new date of Substantial Completion will be October 3, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CRW architecture and design
ARCHITECT *(Firm name)*

SIGNATURE

Teresa Thoreson McCormack, AIA
Partner

PRINTED NAME AND TITLE

DATE

Ebert, Inc(DBA Ebert Construction)
CONTRACTOR *(Firm name)*

SIGNATURE

Josh Busse, Project Manager

PRINTED NAME AND TITLE

DATE

City of Owatonna
OWNER *(Firm name)*

SIGNATURE

Kris Busse, City Administrator

PRINTED NAME AND TITLE

DATE



Public Works Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Change Order #4 - 2022 Street & Utility Project - JJD Companies, LLC

Purpose:

To receive Council approval for Change Order #4 for the 2022 Street & Utility Project.

Background:

Change Order #4 includes:

- Addition of Pay Items: 8" Perforated HDPE Pipe Drain and 8" PVC Pipe Drain Cleanout
- Removal of Pay Item: 4" PVS Pipe Drain Cleanout
- Adjustment of Item Price: Sump Pump Service Relocate

See attached correspondence between City Staff and the Contractor for additional details.

Budget Impact:

This change order will increase the contract amount by \$12,697.50.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Staff/Contractor Correspondence
2. 22001 Change Order #4

Andrew J. Sorenson

From: Dan Niles <dan.niles@jldcompanies.com>
Sent: Tuesday, June 20, 2023 3:51 PM
To: Andrew J. Sorenson
Cc: Jessen Janovsky; Molly Steffens; Sean P. Murphy
Subject: RE: Drain tile up charge for 15th St Owatonna

Thanks we will get the materials coming!

From: Andrew J. Sorenson <Andrew.Sorenson@ci.owatonna.mn.us>
Sent: Tuesday, June 20, 2023 3:43 PM
To: Dan Niles <dan.niles@jldcompanies.com>
Cc: Jessen Janovsky <jessen@jldcompanies.com>; Molly Steffens <Molly.Steffens@jldcompanies.com>; Sean P. Murphy <Sean.Murphy@ci.owatonna.mn.us>
Subject: RE: Drain tile up charge for 15th St Owatonna

Dan,

We are okay with these prices adding them onto the current item costs on the Bid tab, which were based on 4" sump main/edge drain.

Thank you,

Andrew J. Sorenson
City of Owatonna
(507) 774-7302
andrew.sorenson@ci.owatonna.mn.us

From: Dan Niles <dan.niles@jldcompanies.com>
Sent: Tuesday, June 20, 2023 2:13 PM
To: Andrew J. Sorenson <Andrew.Sorenson@ci.owatonna.mn.us>
Cc: Jessen Janovsky <jessen@jldcompanies.com>; Molly Steffens <Molly.Steffens@jldcompanies.com>
Subject: Drain tile up charge for 15th St Owatonna

Andy, here is the upcharge.

8" with Sock and extra rock add \$ 6.25 per foot
8" x 4" clean out with Acc add \$ 245 per ea
Sump relocate acc add \$ 150 per ea

Dan Niles

JJD Companies LLC
11822 South County Road 45
Blooming Prairie, MN 55917

507.676.3302 Cell

507.684.9419 Office

507.684.2335 Fax

Change Order

No. 4

Date of Issuance: 6/29/2023

Effective Date: _____

Project: 2022 Street & Utility Project

Owner: City of Owatonna

Owner's Contract No.: 22001

Contract:

Date of Contract:

JJD Companies, LLC

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Addition of Pay Items; 8" Perforated HDPE Pipe Drain, 8" PVC Pipe Drain Cleanout

Removal of Pay Item; 4" PVC Pipe Drain Cleanout

Adjustment of Item Price; Sump Pump Service Relocate.

Attachments: (List documents supporting change):

Copy of Email of agreement between City & JJD.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$2,112,599.40

Increase from previously approved Change Orders

No. 1 to No. 3:

\$27,864.85

Contract Price prior to this Change Order:

\$2,140,464.25

Increase of this Change Order:

\$12,697.50

Contract Price incorporating this Change Order:

\$2,153,161.75

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): July 21st, 2023

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/29/23

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 6/29/2023

Date: _____

RECAP:

159,359.23	BCM Construction - Bridge St Pay Est 11
27,202.40	Crane Creek Asphalt - 367.6 tons hotmix for street repairs
216,956.73	JJD - 2022 St & Utility Pay Est 8
162,751.58	MacQueen Equipment - 2023 Elgin Street Sweeper
190,706.80	Wencl Construction - Havana Rd Pay Est 1
<u>181,574.30</u>	OTHER EXPENDITURES
\$ 938,551.04	<i>SUBTOTAL</i>
<u>92,429.60</u>	HRA HOUSING ASSISTANCE PAYMENTS
\$ <u><u>1,030,980.64</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					
373736	06/28/23	MN DEPT OF LABOR AND INDUSTRY	770.00	0	Regular
373737	07/01/23	A & H PROPERTIES	902.00	R	ACH
373738	07/01/23	A & K LLC	304.00	R	ACH
373739	07/01/23	ADAMS REVOCABLE LIVING TRUST	544.00	R	ACH
373740	07/01/23	APACHE APARTMENTS	670.00	R	ACH
373741	07/01/23	ARNFELT RENTS	124.00	R	ACH
373742	07/01/23	ATM PROPERTIES LLC	977.00	R	ACH
373743	07/01/23	AUSTIN HRA	2,798.00	0	Regular
373744	07/01/23	B-GROVE LLC	1,146.00	R	ACH
373745	07/01/23	BARRY GILLESPIE	446.00	R	ACH
373746	07/01/23	BB BROTHERS HOLDINGS LLC	299.00	R	ACH
373747	07/01/23	BROWN CYNTHIA	509.00	R	ACH
373748	07/01/23	BRYCEN GREGOR	990.00	R	ACH
373749	07/01/23	CAPELLE COMPANIES LLC	535.00	R	ACH
373750	07/01/23	CEDAR HILLS ESTATES	987.00	R	ACH
373751	07/01/23	CEDAR RIDGE APARTMENTS	732.00	R	ACH
373752	07/01/23	CEDAR ROSE ASSOCIATES LLC	372.00	R	ACH
373753	07/01/23	CEDAR RUN TOWN HOMES MDI #41	2,839.00	R	ACH
373754	07/01/23	CEDARDALE NORTH APARTMENTS	348.00	R	ACH
373755	07/01/23	CEDARDALE SOUTH APARTMENTS	233.00	R	ACH
373756	07/01/23	CEDARDALE WEST APARTMENTS	579.00	R	ACH
373757	07/01/23	CHAD EISCHENS	362.00	R	ACH
373758	07/01/23	CHRIS PROHASKI	993.00	R	ACH
373759	07/01/23	COMMON CENTS PROPERTIES LLC	340.00	R	ACH
373760	07/01/23	COOPERS COURT LLC	913.00	R	ACH
373761	07/01/23	DAN NECHVILLE	644.00	R	ACH
373762	07/01/23	DANIEL SCHLEGEL	483.00	R	ACH
373763	07/01/23	DONALD RIPPLE	108.00	R	ACH
373764	07/01/23	EEK LLC	617.00	R	ACH
373765	07/01/23	ELLINGSON RICHARD	807.00	R	ACH
373766	07/01/23	ELM STREET PROPERTIES	473.00	R	ACH
373767	07/01/23	ESSO PROPERTIES LLC	774.00	R	ACH
373768	07/01/23	G & H MANAGEMENT CO LLC	1,078.00	R	ACH
373769	07/01/23	GERALD BESSER & JANET BESSER	457.00	R	ACH
373770	07/01/23	IMAGE APARTMENT	2,125.00	R	ACH
373771	07/01/23	JASON HINNA	766.00	R	ACH
373772	07/01/23	JBLL EQUITIES LLC	1,512.00	R	ACH
373773	07/01/23	JOHN & DENISE SCHROEDER	505.00	R	ACH
373774	07/01/23	JOHNSON WINDOW & SIDING INC	3,129.00	R	ACH
373775	07/01/23	JPF PROPERTIES	1,100.00	R	ACH
373776	07/01/23	JULIE WERSAL	437.00	R	ACH
373777	07/01/23	KEG INVESTMENTS LLC	449.00	R	ACH
373778	07/01/23	KERR MCCAULEY INVESTMENT II	289.00	R	ACH
373779	07/01/23	KLEVOS GREG	837.00	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
373780	07/01/23	LAXMAN S SUNDAE	775.00	R	ACH
373781	07/01/23	LEE ANNA	1,287.00	R	ACH
373782	07/01/23	LINCOLN SQUARE APARTMENTS	8,036.00	R	ACH
373783	07/01/23	LWO LIMITED PARTNERSHIP #116	2,606.00	R	ACH
373784	07/01/23	MANCINI NICHOLAS	410.00	R	ACH
373785	07/01/23	MARQUARDT DENNIS	2,479.00	R	ACH
373786	07/01/23	MARTIN ALLAN	2,317.00	R	ACH
373787	07/01/23	MARTIN FAMILY LLC	546.00	R	ACH
373788	07/01/23	MCCAULEY PATRICK	835.00	R	ACH
373789	07/01/23	MIDWEST INVEST LLC	534.00	R	ACH
373790	07/01/23	MILLER APARTMENTS	464.00	R	ACH
373791	07/01/23	MINNEAPOLIS PHA	917.40	R	ACH
373792	07/01/23	NECHVILLE SUSAN	1,456.00	R	ACH
373793	07/01/23	NORTH VIEW APARTMENTS	867.00	R	ACH
373794	07/01/23	NORTHCOURT APARTMENTS	864.00	R	ACH
373795	07/01/23	NORTHGATE	2,327.00	R	ACH
373796	07/01/23	NORTHWEST MANOR	1,023.00	R	ACH
373797	07/01/23	OWATONNA PUBLIC UTILITIES	123.00	R	ACH
373798	07/01/23	PARK PLAZA LLC	1,067.00	R	ACH
373799	07/01/23	PARKVIEW OWATONNA LLC	751.00	R	ACH
373800	07/01/23	POSITIVE SHARE LLC	1,154.00	R	ACH
373801	07/01/23	PROHASKI PROPERTIES	903.00	R	ACH
373802	07/01/23	QUALITY RENTALS OF OWATONNA LL	631.00	R	ACH
373803	07/01/23	RAYMOND WILLMOTT	226.00	R	ACH
373804	07/01/23	SCOTT COUNTY CDA	4,511.20	R	ACH
373805	07/01/23	SIXSPARKS LLC	2,209.00	R	ACH
373806	07/01/23	SMITH REAL ESTATE LLC	989.00	R	ACH
373807	07/01/23	SOUTH CENTRAL HUMAN RELATIONS	2,964.00	R	ACH
373808	07/01/23	STADHEIM PROPERTIES LLC	580.00	R	ACH
373809	07/01/23	SUBLAND INVESTMNTS & LIFESTYLE	226.00	R	ACH
373810	07/01/23	SUMMIT MANOR	293.00	R	ACH
373811	07/01/23	TM RENTALS II LLC	483.00	R	ACH
373812	07/01/23	TM RENTALS LLC	421.00	R	ACH
373813	07/01/23	USDA RURAL DEVELOPMENT	480.00	0	Regular
373814	07/01/23	USDA RURAL DEVELOPMENT	436.00	0	Regular
373815	07/01/23	WILLOW RUN I MDI #58	3,537.00	R	ACH
373816	07/01/23	WILLOW RUN II MDI #85	3,281.00	R	ACH
373817	07/01/23	YOUNGDAHL DEVELOPMENT LLC	1,624.00	R	ACH
373818	07/01/23	ZK INVESTORS LLC	2,265.00	R	ACH
373819	07/05/23	4IMPRINT INC	138.49	0	Regular
373820	07/05/23	ADAM SALFER	50.00	0	Regular
373821	07/05/23	AFLAC	2,858.82	0	Regular
373822	07/05/23	AGATI INC	8,424.63	0	Regular
373823	07/05/23	ALAN CALLAHAN	500.00	0	Regular
373824	07/05/23	ALEXANDER LUMBER COMPANY	988.90	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
373825	07/05/23	ALEXANDRA VOGEL	500.00	0	Regular
373826	07/05/23	ANDREW J VAN OSDALE	36.46	0	Regular
373827	07/05/23	ANDREW VAN OSDALE	500.00	0	Regular
373828	07/05/23	ANHORN'S GAS & TIRE	64.45	0	Regular
373829	07/05/23	ANNA MARTIN	500.00	0	Regular
373830	07/05/23	ANNA SIMMONS	360.16	0	Regular
373831	07/05/23	ANNISSA HIGHFIELD	50.00	0	Regular
373832	07/05/23	ANTHONY MALEPSY	500.00	0	Regular
373833	07/05/23	ARAMARK UNIFORM SERVICES INC	424.43	0	Regular
373834	07/05/23	ARROW ACE HARDWARE	196.47	0	Regular
373835	07/05/23	ASBESTROL INC	977.25	0	Regular
373836	07/05/23	ASPEN MILLS INCORPORATED	772.45	0	Regular
373837	07/05/23	BACHMAN'S CREDIT DEPT	1,519.05	0	Regular
373838	07/05/23	BAKER & TAYLOR BOOKS	2,261.71	0	Regular
373839	07/05/23	BCM CONSTRUCTION INC	159,359.23	0	Regular
373840	07/05/23	BCT MINNEAPOLIS	41.15	0	Regular
373841	07/05/23	BENJAMIN JOHNSON	500.00	0	Regular
373842	07/05/23	BENJAMIN METCALF	500.00	0	Regular
373843	07/05/23	BENJAMIN R JOHNSON	74.55	0	Regular
373844	07/05/23	BLACKSTONE PUBLISHING	34.95	0	Regular
373845	07/05/23	BRADY VAITH	500.00	0	Regular
373846	07/05/23	CARQUEST	452.80	0	Regular
373847	07/05/23	CASEY MARTIN	500.00	0	Regular
373848	07/05/23	CEDAR VALLEY SERVICES INC	1,489.50	0	Regular
373849	07/05/23	CEMSTONE PRODUCTS CO	106.08	0	Regular
373850	07/05/23	CENGAGE LEARNING INC/GALE	105.57	0	Regular
373851	07/05/23	CENTRAL FARM SERVICE	3,817.86	0	Regular
373852	07/05/23	CHRISTIAN BERG	500.00	0	Regular
373853	07/05/23	CHRISTIAN SKJEVELAND	173.75	0	Regular
373854	07/05/23	CIVICPLUS LLC	17,700.00	R	ACH
373855	07/05/23	CRANE CREEK ASPHALT	27,202.40	0	Regular
373856	07/05/23	CUSTOM COMMUNICATIONS	2,503.90	0	Regular
373857	07/05/23	D & M CONSTRUCTION LLC	193.11	0	Regular
373858	07/05/23	DELANA RISSE	50.00	0	Regular
373859	07/05/23	DENISE TONCHE	50.00	0	Regular
373860	07/05/23	DERRIK QUINLAN	500.00	0	Regular
373861	07/05/23	DH ATHLETICS LLC	807.00	0	Regular
373862	07/05/23	DIAMOND VOGEL	6,253.00	0	Regular
373863	07/05/23	EDWARD SPRINGER	85.00	0	Regular
373864	07/05/23	EILEEN JOHNSON	18.00	0	Regular
373865	07/05/23	ELECTRIC PUMP INC	1,758.75	0	Regular
373866	07/05/23	ENVIRONMENTAL EQUIP & SERV INC	39.00	0	Regular
373867	07/05/23	EQUIPMENT MANAGEMENT COMPANY	1,340.00	0	Regular
373868	07/05/23	ESS BROTHERS & SONS INC	2,264.40	0	Regular
373869	07/05/23	EYE MED VISION CARE	426.97	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
373870	07/05/23	FASTENAL COMPANY	131.20	0	Regular
373871	07/05/23	FIRST SUPPLY OWATONNA	370.58	0	Regular
373872	07/05/23	FOUR SEASONS ELECTRIC	3,816.59	R	ACH
373873	07/05/23	GALLAGHER BENEFIT SERVICES INC	500.00	R	ACH
373874	07/05/23	HALL CONSTRUCTION	1,000.00	0	Regular
373875	07/05/23	HAWKINS INC	2,079.00	0	Regular
373876	07/05/23	HD SUPPLY INC	1,685.19	0	Regular
373877	07/05/23	HEALTHPARTNERS INC	4,573.42	0	Regular
373878	07/05/23	HELEN M NAGEL INC	224.00	0	Regular
373879	07/05/23	HERITAGE CRYSTAL CLEAN LLC	797.14	0	Regular
373880	07/05/23	HILLYARD INC	1,533.27	0	Regular
373881	07/05/23	HORIZON COMMERCIAL POOL SUPPLY	5,706.61	0	Regular
373882	07/05/23	HUBER SUPPLY CO INC	90.96	0	Regular
373883	07/05/23	I U O E LOCAL 70	2,871.50	0	Regular
373884	07/05/23	ICMA	1,113.00	0	Regular
373885	07/05/23	INNOVATIVE OFFICE SOLUTIONS	329.99	0	Regular
373886	07/05/23	INSTY PRINTS	33.36	0	Regular
373887	07/05/23	JASON MATEJCEK	500.00	0	Regular
373888	07/05/23	JASON PETTERSON	500.00	0	Regular
373889	07/05/23	JENA ERICKSON	50.00	0	Regular
373890	07/05/23	JEREMY BARTSCH	2,000.00	0	Regular
373891	07/05/23	JEREMY HOLMES-KATZ	500.00	0	Regular
373892	07/05/23	JESSICA LARSON	200.00	0	Regular
373893	07/05/23	JJD COMPANIES LLC	216,956.73	R	ACH
373894	07/05/23	JOEL HUNT	500.00	0	Regular
373895	07/05/23	JOEL M HUNT	473.53	0	Regular
373896	07/05/23	JOHN DEERE CREDIT	185.32	0	Regular
373897	07/05/23	JOHN VAN ALSTINE	500.00	0	Regular
373898	07/05/23	JOSHUA LEE	500.00	0	Regular
373899	07/05/23	KARL'S TV & APPLIANCE INC	993.87	0	Regular
373900	07/05/23	KEEKER INC	178.00	0	Regular
373901	07/05/23	KENDELL DOORS & HARDWARE INC	44.71	0	Regular
373902	07/05/23	KYLE MARTIN	500.00	0	Regular
373903	07/05/23	L & L STREET RODS & SPORT TRUC	350.00	0	Regular
373904	07/05/23	LARRY THORNHILL	268.00	0	Regular
373905	07/05/23	LAWSON AUTOMOTIVE LLC	740.16	0	Regular
373906	07/05/23	LEGACY SIGNS INC	103.00	0	Regular
373907	07/05/23	LUKE SELVIK	500.00	0	Regular
373908	07/05/23	MACQUEEN EQUIPMENT CO	162,751.58	0	Regular
373909	07/05/23	MADISON NATL LIF INS CO INC	955.62	0	Regular
373910	07/05/23	MADISON ZIEGLER	500.00	0	Regular
373911	07/05/23	MARCO TECHNOLOGIES LLC	85.20	0	Regular
373912	07/05/23	MARIA SAMARRON	50.00	0	Regular
373913	07/05/23	MATTHEW LOUNSBURY	500.00	0	Regular
373914	07/05/23	MATTHEW OELTJENBRUNS	500.00	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
373915	07/05/23	MATTHEW R HOKANSON	866.39	R	ACH
373916	07/05/23	MCFOA	50.00	0	Regular
373917	07/05/23	MED COMPASS	195.00	0	Regular
373918	07/05/23	MELISSA MICHAEL	500.00	0	Regular
373919	07/05/23	METRO SALES INC	8,159.61	0	Regular
373920	07/05/23	METRONET	1,799.96	0	Regular
373921	07/05/23	MIKE'S REPAIR	1,385.00	0	Regular
373922	07/05/23	MINER'S OUTDOOR & RECREATION	92.28	0	Regular
373923	07/05/23	MINNESOTA LIFE	2,812.65	0	Regular
373924	07/05/23	MN NCPERS GROUP LIFE INSURANCE	432.00	0	Regular
373925	07/05/23	MN OFFICE OF ADMIN HEARINGS	98.00	0	Regular
373926	07/05/23	MN PETROLEUM SERVICE	1,622.88	0	Regular
373927	07/05/23	MN PUBLIC EMPLOYEES ASSOC	1,488.00	R	ACH
373928	07/05/23	MN VALLEY TESTING LABS INC	140.25	0	Regular
373929	07/05/23	MTI DISTRIBUTING INC	2,831.19	0	Regular
373930	07/05/23	NAPA AUTO PARTS	740.04	0	Regular
373931	07/05/23	NEVAEH DUTCHER	767.43	0	Regular
373932	07/05/23	NORTHLAND FARM SYSTEMS	271.68	0	Regular
373933	07/05/23	NUSS TRUCK & EQUIPMENT	1,092.82	0	Regular
373934	07/05/23	OFFICE OF MNIT SERVICES	420.00	0	Regular
373935	07/05/23	OWATONNA AREA CHAMBER OF COMM	955.00	0	Regular
373936	07/05/23	OWATONNA COMMUNITY BAND	1,500.00	0	Regular
373937	07/05/23	OWATONNA FLOOR COVERING	2,368.00	0	Regular
373938	07/05/23	OWATONNA HEATING & COOLING INC	158.00	0	Regular
373939	07/05/23	OWATONNA MOTOR COMPANY	6,253.00	0	Regular
373940	07/05/23	PARAGON PRINTING	504.34	0	Regular
373941	07/05/23	PDI	45.30	0	Regular
373942	07/05/23	PRESENCE TELEHEALTH PLLC	423.72	0	Regular
373943	07/05/23	PRIME GARAGE DOOR & MORE LLC	280.00	0	Regular
373944	07/05/23	RAMY TURF PRODUCTS	3,040.00	0	Regular
373945	07/05/23	REBECCA REIN	50.00	0	Regular
373946	07/05/23	RECON ROBOTICS INC	190.00	0	Regular
373947	07/05/23	REINDERS INC	2,017.69	0	Regular
373948	07/05/23	SASCS	900.00	0	Regular
373949	07/05/23	SAVANNA MAHLUM	22.50	0	Regular
373950	07/05/23	SCHILLING SUPPLY CO	641.63	0	Regular
373951	07/05/23	SHANTEL NELSON	50.00	0	Regular
373952	07/05/23	SHERWIN WILLIAMS COMPANY	65.27	0	Regular
373953	07/05/23	SHI CORP	659.00	0	Regular
373954	07/05/23	SIGN PRO OF OWATONNA	150.00	0	Regular
373955	07/05/23	SOUTHEAST SERVICE COOPERATIVE	300.00	0	Regular
373956	07/05/23	SPS COMPANIES INC	1,857.86	0	Regular
373957	07/05/23	STATE INDUSTRIAL PRODUCTS	1,383.42	0	Regular
373958	07/05/23	STEVEN BOWMAN	500.00	0	Regular
373959	07/05/23	STEWART COMPANIES INC	65.71	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
373960	07/05/23	SYNCHRONY BANK	393.26	0	Regular
373961	07/05/23	T-MOBILE	449.91	0	Regular
373962	07/05/23	TERMINIX	68.00	0	Regular
373963	07/05/23	TOR SPERLING	90.72	0	Regular
373964	07/05/23	TRACY DUCHENE	500.00	0	Regular
373965	07/05/23	TRAFFIC CONTROL CORP	140.00	0	Regular
373966	07/05/23	TRAVIS ARDOLF	500.00	0	Regular
373967	07/05/23	TRAVIS JOHNSON	500.00	0	Regular
373968	07/05/23	TRI M GRAPHICS	1,897.97	0	Regular
373969	07/05/23	UNITED WAY	107.00	0	Regular
373970	07/05/23	UTILITY CONSULTANTS INC	1,479.56	R	ACH
373971	07/05/23	UTILITY LOGIC	5,455.00	0	Regular
373972	07/05/23	VALERIE SATRE	500.00	0	Regular
373973	07/05/23	VAN METER INC	91.61	0	Regular
373974	07/05/23	VESERIS	3,068.00	R	ACH
373975	07/05/23	WALBRAN & FURNESS CHARTERED	4,725.75	R	ACH
373976	07/05/23	WASECA COUNTY HWY DEPT	142.47	0	Regular
373977	07/05/23	WENCL CONSTRUCTION	190,706.80	0	Regular
373978	07/05/23	WHKS & CO	445.00	R	ACH
373979	07/05/23	WOLFF AND SONS INC	325.00	0	Regular
373980	07/05/23	WORLD TRADE PRESS	408.00	0	Regular
373981	07/05/23	XCEL ENERGY	295.35	0	Regular
373982	07/05/23	ZACHARY PLEIN	500.00	0	Regular
373983	07/05/23	ZACKARY SCHUMAKER	500.00	0	Regular
373984	07/05/23	RANDALL'S LICENSE BUREAU	14.25	0	Regular
373985	07/05/23	STEELE COUNTY SAFETY CAMP	4,620.00	0	Regular

161	Checks total:	691,219.02
89	ACH total:	339,761.62
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
250	GRAND TOTALS	1,030,980.64



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 56-23: Environmental Assessment Worksheet - Mineral Springs Estates

Purpose:

Approve Resolution 56-23 regarding the Environmental Assessment Worksheet (EAW) for Mineral Springs Estates.

Background:

Stephen Wheeler, Prairie LaSalle Partners plans to develop Mineral Springs Estates. Minnesota State Rules 4410.4300 subpart 36 requires an EAW to be completed to permanently convert 80 acres of agricultural land. The worksheet was prepared by Widseth and is out for public comment from November 16, 2020 – December 16, 2020.

Widseth prepared the EAW and we are now in the final stage of completing this process. The City, as the Responsible Governmental Unit (RGU) for this request, needs to adopt a resolution confirming findings of no significant impact or require further environmental study through an Environmental Impact Statement (EIS).

The required 30-day public comment period was held May 16th through June 15th. During this time, the Planning Commission held a public hearing on June 13th. The Planning Commission received no comments on this EAW at their hearing and no comments were received during this process.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 56-23 with this Finding of "No Significant Impact".

Attachments:

1. Resolution 56-23 EAW Mineral Springs
2. Mineral Springs EAW Findings of Fact and Conclusion

RESOLUTION NO. 56-23

A RESOLUTION DECLARING THAT PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT IS NOT NEEDED FOR THE MINERAL SPRINGS DEVELOPMENT IN SECTION 34, TOWNSHIP 108 NORTH, RANGE 20 WEST (LOCATION: STEELE COUNTY - PARCELS LISTED BELOW)

WHEREAS, the City of Owatonna on May 15, 2023 authorized the distribution of an Environmental Assessment Worksheet (EAW) for a residential development at the former Chad Lange property in Section 34, Township 108 North, Range 20 West (Parcels: 17-039-2100, 17-606-0001, 17-606-0101, 17-606-0201, 17-606-0301, 17-606-0401, 17-606-0402, 17-606-0403, 17-606-0404, 17-606-0405, 17-606-0406, 17-606-0407, and 17-606-0501); and,

WHEREAS, a press release was issued on May 16, 2023, inviting public comment regarding the EAW; and

WHEREAS, notice of the EAW comment period was published in the EQB Monitor on May 16, 2023; and

WHEREAS, upon completion of the 30-day review and comment period on June 15, 2023, no responses had been received; and

WHEREAS, the City of Owatonna finds (attached as Exhibit A) that sufficient information exists regarding potential environmental impacts of the project and that those issues will be mitigated and/or controlled through regulatory permits and actions.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL FOR THE CITY OF OWATONNA, MINNESOTA THAT:

1. The Record of Decision for the proposed Mineral Springs project is hereby accepted and approved.
2. An Environmental Impact Statement is not required for the proposed Mineral Springs project as defined in the Environmental Assessment Worksheet.

Passed and adopted this ____ day of _____, 2023 with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

FINDINGS OF FACT AND CONCLUSION

Environmental Assessment Worksheet for Mineral Springs Development

**Responsible Government Unit:
City of Owatonna**

June 2023

STATEMENT OF ISSUE

Based on the information, which is comprised of the Environmental Assessment Worksheet (EAW), and written comments received and responses to those comments, the City of Owatonna as the Responsible Government Unit (RGU), makes the following Findings of Fact and Conclusion.

FINDINGS OF FACT AND CONCLUSION

Administrative Background

HAS Capital Advisors is the Proposer, and the City of Owatonna is the RGU for the state environmental review of this project. An EAW was prepared in accordance with Minnesota Rules Chapter 4410.1000, Subpart 2. The EAW was mandatory under EQB rule category 4410.4300, subpart 19(B).

The EAW was filed with the Minnesota Environmental Quality Board (EQB) and circulated for review and comments to the required state EAW distribution list, pursuant to Minnesota Rule Part 4410.1500. The EAW was filed with the EQB on May 9, 2023. It was published in the Minnesota EQB Monitor on May 16, 2023, which initiated the 30-day comment period. A notice of availability was submitted to the Owatonna People's Press on May 15, 2023. It provided a brief description of the project, information on where copies of the EAW would be made available and invited the public to provide written comments to the RGU. The EAW was also posted on the City of Owatonna website under Planning & Zoning.

Public Involvement

A public hearing was held at the Owatonna Planning Commission meeting on June 13, 2023. No comments were received regarding the adequacy of the EAW or the potential for significant environmental impacts.

No letters were received during the EAW comment period, which ended on June 15, 2023.

Decision regarding the need for an Environmental Impact Statement

An Environmental Impact Statement (EIS) is not necessary for the proposed project based on the following criteria:

1. Type, extent, and reversibility of environmental effects

The EAW describes the type and extent of impacts to the natural and human environment anticipated to result from the proposed project. The proposed design for the project includes design features that avoid, minimize, and mitigate the identified impacts. A summary of the proposed impacts and mitigation strategies addressed in the EAW is presented in Table 1.

TABLE 1. Summary of Impacts and Mitigation

Resource Impacted (Section EAW)	Impacts	Mitigation/Recommendations
Land Use (Section 10)	The Project is consistent with the City of Owatonna's 2006 Development Plan Map, which shows the site within an area designated for Low-Density Residential development.	N/A
Geology (Section 11)	The Project Area is mapped within a transition karst zone but there are no known karst features on-site.	If a sinkhole is found on-site, the owner will work with the local governing authority to address any concerns and mitigate any issues.
Soils and Topography (Section 11)	Erosion potential across the Project Area ranges from slight to moderate, with slope being the dominant factor influencing erodibility.	Erosion and sediment control measures will be addressed in the Stormwater Pollution Prevention Plan (SWPPP) that will be developed as part of the construction stormwater permit requirements.
Ground Water (Section 12)	The site is located within the Drinking Water Supply Management Area (DWSMA) and Wellhead Protection Area (WHPA) for the City of Owatonna's Public Water Supply system.	The City has a Source Water Protection Plan in place to reduce the risk from potential sources of contamination and other threats to the water supply.
Wastewater (Section 12)	Wastewater generated from the proposed development will be approximately 0.078 million gallons per day (MGD) of residential strength waste based on flow estimation guidance found in Minnesota Rules Chapter 7080.1850.	A sanitary sewer connection will be made to the existing municipal wastewater collection system, which conveys sewage to the Owatonna municipal wastewater treatment facility (WWTF). The WWTF is in the process of expanding its operation and will have sufficient capacity to meet this increase in demand.
Stormwater (Section 12)	The majority of runoff from the site currently flows into an intermittent stream or to the on-site wetlands. Potential environmental effects from stormwater discharges include sediment runoff during project construction.	A construction SWPPP will be developed as part of the National Pollutant Discharge Elimination System (NPDES) permit and will include best management practices (BMPs) for minimizing impacts to the stream and wetlands. Post-construction stormwater runoff will be contained on-site in detention ponds.

Water Appropriation (Section 12)	Temporary dewatering during construction may be required for the installation of sewer and water lines on site.	A water appropriations permit may be required if dewatering is anticipated to be over 10,000 gallons per day or 1 million gallons per year. If required, dewatering regulations must be followed.
Surface Waters (Section 12)	Wetland impacts are anticipated as part of development within the Project Area.	A wetland replacement plan has been prepared to address wetland impacts. Credits will be purchased from a wetland bank located as close to the same major watershed as possible to satisfy replacement/ compensatory mitigation requirements. Any wetland impacts from future phases of the Project will be handled in accordance with state and federal laws.
Contamination/Hazardous Materials/Wastes (Section 13)	A Phase I Environmental Site Assessment (ESA) was completed for the Project Area. No recognized environmental conditions (RECs) indicating the release or likely release of hazardous substances or petroleum products were discovered in association with the subject property or adjacent properties. A search of environmental databases and record sources, including the MPCA and MDA “What’s in My Neighborhood?” websites, identified six investigation and cleanup sites located within a one-mile radius of the Project Area.	Should any hazardous materials or petroleum spills be encountered during construction of the project, they will be reported to the Minnesota Duty Officer. Hazardous materials will be properly handled, stored, and disposed of when finished.
Fish, wildlife, plant communities, and sensitive ecological resources (Section 14)	A review of the United States Fish and Wildlife Service’s Information for Planning and Consultation (IPaC) database yielded a “may affect” determination for the northern long-eared bat.	To minimize potential impacts to the northern long-eared bat, tree removal will be avoided during the pup rearing season (June and July).
Historic Properties (Section 15)	A review by the State Historic Preservation Office (SHPO) identified one historic site location near the Project Area.	The Historic Site is a school in Clinton Falls Township, approximately 0.5 miles north-northeast of the Project Area, and will not be impacted by the proposed development.

Visual (Section 16)	The proposed residential development is consistent with other established land uses in the area, and therefore will not create a significant change in visual aesthetics.	Aesthetically pleasing architecture, tree planting, and minimization of disturbance to the existing stream and wetlands will be utilized to maintain and improve the visual effects of the site.
Air (Section 17)	Minor dust generation can be expected during excavation and grading activities on the site.	Dust control is a requirement of the SWPPP and may include wet suppression using water application and limiting on-site driving speeds during construction.
Greenhouse Gas (GHG) Emissions/Carbon Footprint (Section 18)	Sources of GHG emissions associated with the proposed project include stationary fossil fuel combustion, mobile source fossil fuel combustion, purchased electricity, and solid waste landfilling.	Housing units will utilize energy-efficient heating, ventilation, and air conditioning (HVAC) systems, appliances, and water heaters. To reduce the volume of solid waste generated during the construction phase, some building materials will be recyclable (e.g., wood, bricks, glass, plastics).
Noise (Section 19)	Noise will be emitted by construction equipment during grading, foundation work, and assembly of the structures.	Heavy equipment use will be kept within established hours of operation.
Transportation (Section 20)	A traffic impact study prepared by S ² Traffic Solutions indicated that the proposed development would result in approximately 2,661 new vehicle trips on the roadway network per average weekday.	Three additional street connections are proposed to disseminate traffic flow and reduce congestion in the area.

2. Cumulative Potential Effects of Related or Anticipated Future Projects

Cumulative potential effects of related or anticipated future projects were identified and included in Sections 1-20 of the EAW. There was no potential for cumulative impacts identified for this project in conjunction with other past, present or reasonably foreseeable future projects.

3. Extent to Which the Environmental Effects are Subject to Mitigation by Ongoing Public Regulatory Authority

There are several federal, state, and local permits required to ensure that specific environmental effects are mitigated. The mitigation of environmental impacts (as listed in Table 1) will be designed and implemented in coordination with regulatory agencies and will be subject to appropriate permitting processes. Permits and approvals that have been or may be required prior to project construction are summarized in Table 2.

TABLE 2. Permits and Approvals

Permit Required	Agency Involved	Status
Federal		
Section 404	U.S. Army Corps of Engineers	In progress
State		
National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit	Minnesota Pollution Control Agency (MPCA)	To be applied for
Sanitary Sewer Extension Approval	MPCA	To be applied for
Water Main Extension Approval	Minnesota Department of Health (MDH)	To be applied for
Appropriation/Dewatering Permit	Minnesota Department of Natural Resources (DNR)	To be applied for (if necessary)
Wetland Conservation Act Notice of Decision	Minnesota Board of Water and Soil Resources (BWSR)	Obtained
Local		
Utility Permit	Steele County	To be applied for
Wetland Delineation Confirmation	Steele County Soil and Water Conservation District (SWCD)	Obtained
Preliminary Plat Application	City of Owatonna	To be applied for
Final Plat Approval	City of Owatonna	To be applied for
Building Permit	City of Owatonna	To be applied for
Water Main Extension and Service Connection Approval	City of Owatonna	To be applied for

Conclusions

1. All requirements for environmental review of the proposed project have been met.
2. The EAW and permit processes related to the project have generated information that is sufficient to determine whether the project has the potential for significant effects.

Areas where potential environmental effects have been identified are being addressed during the detail design of the project. Mitigative measures are incorporated into the project design and have been or will be coordinated with county and state agencies during the permit process.

Consequently, the City of Owatonna makes a Negative Declaration and does not require the development of an Environmental Impact Statement for this project.



Ordinances



Community Development Department

DATE: June 22, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Proposed Ordinance 23-10: Vacate all Rights of Way and Easements within Good Samaritan Addition

Purpose:

Approve Proposed Ordinance 23-10 to vacate the public rights of way and all public easements within the Good Samaritan Addition Plan.

Background:

See Attached Staff Report. Planning Commission held a public hearing on this request and recommend approval. Council approved the first reading of this proposed ordinance during their meeting on May 16, 2023; there have been no changes since.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval. If approved, this will be known as Ordinance 1649

Attachments:

1. Ord 23-10 Vacate ROW & Easements - Good Samaritan Add
2. PC Staff Report -Good Samaritan Addition Vacations

Proposed Ordinance No. 23-10

ORDINANCE NO. ____

AN ORDINANCE PURSUANT TO SECTION 6.2 OF THE HOME RULE CHARTER OF THE CITY OF OWATONNA, AND SECTION 675 OF THE 1992 ORDINANCE CODE OF THE CITY OF OWATONNA, VACATING A STREET, ALLEY, OR PUBLIC RIGHT-OF-WAY, OR ANY PART THEREOF, HEREIN DESCRIBED, AND PROVIDING FOR ITS RECORDING.

WHEREAS, there has been filed with the City Council a petition to vacate the premises hereinafter described; and

WHEREAS, a public hearing was held on May 9, 2023, on the said petition and after public notice was given, pursuant to Section 6.2 of the Home Rule Charter; and

WHEREAS, the proposed vacation does not destroy or interfere with the rights of any person, corporation, or municipality; and

WHEREAS, the City finds that the premises hereinafter described are no longer required for municipal purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. That the following described portion is hereby vacated;

The utility easements dedicated by GOOD SAMARITAN ADDITION, according to the recorded plat thereof on file in the Steele County, Minnesota, Recorder's Office.

AND

The public streets dedicated by GOOD SAMARITAN ADDITION, according to the recorded plat thereof on file in the Steele County, Minnesota, Recorder's Office.

SECTION 2. The City Clerk shall cause this Ordinance to be filed for record in the offices of the City Clerk and the City Engineer of the City of Owatonna and its title added to Appendix IV of the 1992 Ordinance Code of the City of Owatonna.

SECTION 3. The City Clerk shall cause an original copy hereof to be filed for record and duly recorded in the office of the Steele County Recorder in and for Steele County, Minnesota.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this _____ day of _____, 2023, with the following roll call vote:

Aye:

No:

Absent:.

Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

May 4, 2023

To: Planning Commission

From: Community Development Department

RE: Request to vacate all rights of way and utility easements within Good Samaritan Addition

Application Review:

Applicant: Chad Lange, Festal Farms & Prairie LaSalle Partners

Location of Property: East of St Paul Rd and North of Lee Street

Legal Description: See Attached Survey

Report Attachments:

1. Location Map
2. Vacation Sketch & Description

Background:

- ◆ A request by Prairie LaSalle Partners and Chad Lange, Festal Farms, a request to vacate all public rights of way and all utility easements within the plat of Good Samaritan Addition.
- ◆ The applicant's are requesting to vacate everything within this plat in order to replat and develop this area as proposed with the Mineral Springs Estates requests.
- ◆ To date there have been no utilities, streets, or any other infrastructure improvements constructed on this property.
- ◆ Due to the wetlands that have delineated, it creates difficulties with the streets as currently platted.

Staff Recommendation:

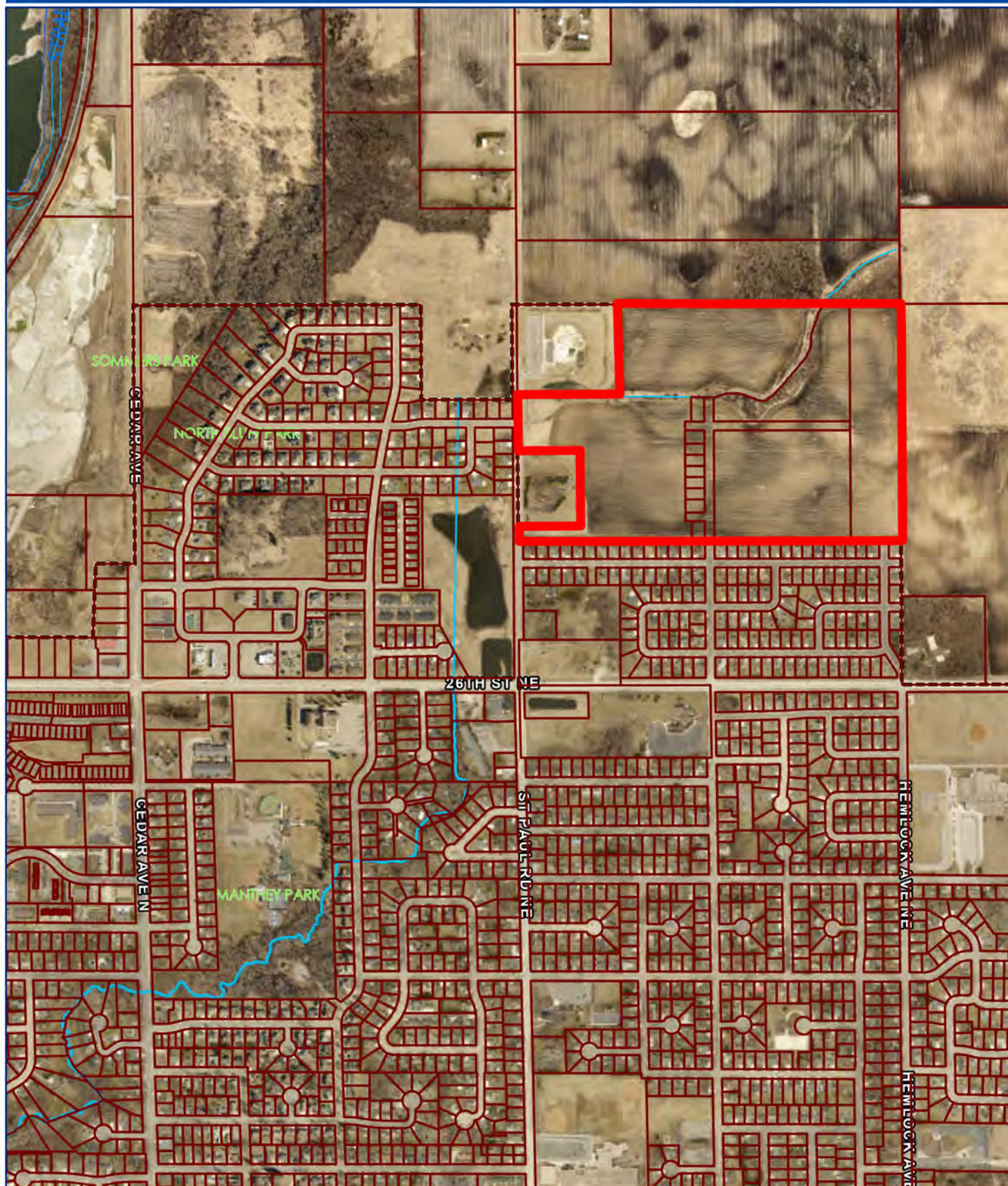
Staff recommends approval of this vacation of a portion of all public rights of way and all utility easements within the plat of Good Samaritan Addition as described above with the following conditions:

- 1) Vacation is contingent upon approval of the plat of Mineral Springs Estates.

Planning Commission:

Please see RZ-2 and the Preliminary Plat staff reports. All comments were related to the proposed development. No comments were related to the vacations.

Mineral Springs Estates City of Owatonna



Site

April 24, 2023

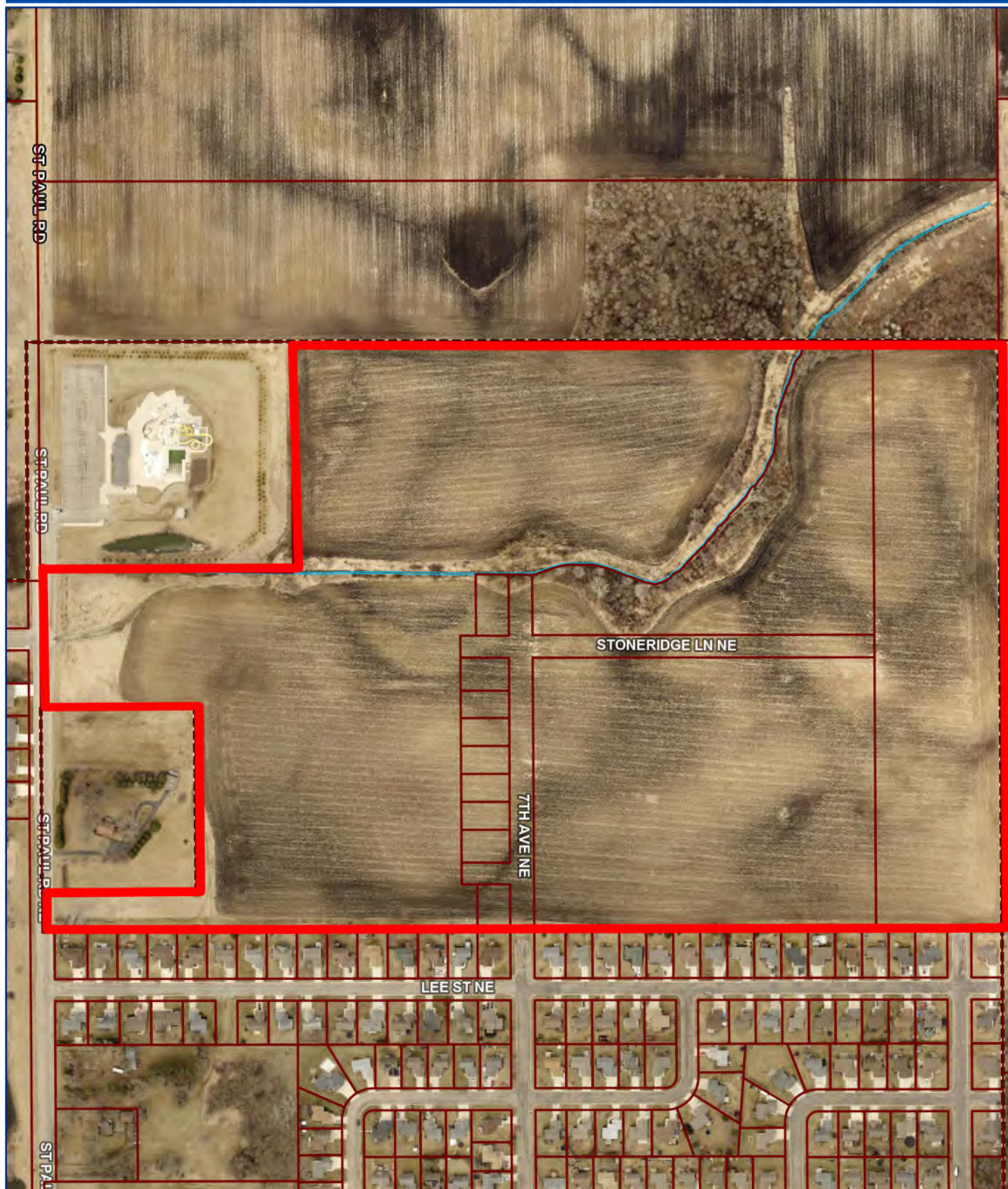


1:15,000

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 City of Owatonna



Site

April 24, 2023

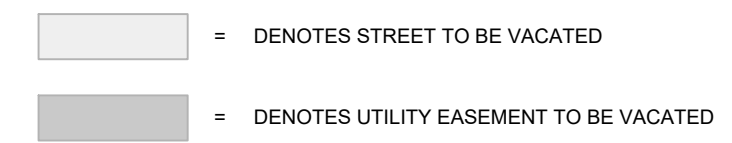


1:6,000

1 in = 500 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.

**GOOD SAMARITAN ADDITION
SECTION 34, TOWNSHIP 108, RANGE 20,
STEELE COUNTY, MINNESOTA**



The public streets dedicated by GOOD SAMARITAN ADDITION, according to the recorded plat thereof on file in the Steele County, Minnesota, Recorder's Office.



WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS



Community Development Department

DATE: June 22, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Proposed Ordinance 23-11: RZ-2 Mineral Springs Estates PUD

Purpose:

Council to approve the second/final reading of Proposed Ordinance 23-11 to approve the Mineral Springs Estates PUD (Planned Unit Development).

Background:

See attached staff report. The Planning Commission recommends approval. The Council approved the first reading of this proposed ordinance during the May 16, 2023 Council Meeting and there have been no changes since.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval

Attachments:

1. Ord 23-11 Mineral Springs Estates PUD
2. RZ-2 Mineral Springs Estates PUD

PROPOSED ORDINANCE 23-11
ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application RZ-2 filed with the City of Owatonna, Minnesota, a zone change to a PUD, and after public hearing, held May 9, 2023, said application is hereby approved and the major PUD is hereby granted for the property legally described in Exhibit A with the following conditions:
 - a) The Good Samaritan PUD adopted as Z-302 is hereby repealed and replaced with the PUD of Mineral Springs Estates.
 - b) The PUD is contingent upon the approval and recording of the Mineral Springs Estates Plat.
 - c) The Developer and the City shall enter into a Development Agreement laying out the roles and expectations of the development.
 - d) A full photometrics plan shall be submitted and approved for all private areas.
 - e) All signs shall be issued sign permits.
 - f) All CIC plats and declarations shall be submitted and approved by the City.
 - g) A turnaround area shall be provided on all temporary dead end streets.
 - h) A trash enclosure plan shall be submitted to the City prior to the Second Reading.
 - i) All permanent signs shall be reduced to 32 square feet and a maximum of 8' in height.
 - j) All signs shall be located outside of the public right of way and on private property.
 - k) All grading, utility, and stormwater work shall be approved by the City Engineer prior to commencing any construction.

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 ____, 2023, with the following roll call vote:

Aye:

No:

Absent:

Approved and signed this ____ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

Exhibit A

That 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 the Steel County, Minnesota 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 also being the south line of said tract described in Document No. 361141 to the southeast corner of said tract described in Document No. 361141; thence North 00 degrees 10 minutes 39 seconds West 631.42 feet 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 along said north line of the SE1/4 to the point of beginning. Subject to easements, reservations, or restrictions of record, if any.

May 5, 2023

To: Planning Commission

From: Community Development Department

RE: Application RZ-2, by Prairie LaSalle Partners and Chad Lange, Festal Farms, a request for Planned Unit Development (PUD) of Mineral Springs Estates, a residential development with single family, two family and multi-family units to be constructed. The total development consists of 328 units over the 82 acres for a total density of 3.96 units per acre. The development also consists of more than 16 acres of open space.

Application Review:

Applicant/Owner: Prairie LaSalle Partners / Chad Lange, Festal Farms

Location of Property: The property is located east of 24th Avenue NW and south of an extension of 18th Street NW

Zoning Ordinance: Section 157.052 states the requirements for a PUD

Report Attachments:

1. Location Maps
2. Preliminary Plans
3. Application Narrative

Proposed Development:

- ◆ Application RZ-2, by Prairie LaSalle Partners and Chad Lange, Festal Farms, a request for Planned Unit Development (PUD) of Mineral Springs Estates, a residential development with single family, two family and multi family units to be constructed.
- ◆ The total development consists of 328 units over the 82 acres for a total density of 3.96 units per acre.
- ◆ The development will consist of a mix of housing types. These unit types include traditional single family houses, single family attached units, townhouses as well as 6 unit multi family flats.
- ◆ The townhouse and flat areas also include detached garages.
- ◆ The intent of the development is to create a walkable neighborhood. With the exception of the SF homes, all garages and parking will be behind the unit.
- ◆ The development also consists of more than 16 acres of open space.
- ◆ The applicant has submitted their Environmental Assessment Worksheet (EAW) and are starting that process as well.
- ◆ The Developer and Team held a neighborhood meeting on Thursday, May 4th.

PUD Waivers being Requested:

- ◆ Private Streets require a PUD
- ◆ Multiple principal buildings on a lot require a PUD
- ◆ SF Detached
 - ❖ 25' front setback

- ❖ 15' corner side yard setback
- ❖ Minimum side yard setback of 6' and a total of 15' between the structures
- ❖ Rear Setbacks on Outlot K of 25'
- ◆ SF Attached Dwellings
 - ❖ Front Yard Setback of 20'
 - ❖ Corner Side Yard Setback of 12.5'
 - ❖ Minimum of 10' between building envelopes
- ◆ Townhouses
 - ❖ Front yard setback of 20'
 - ❖ Corner side yard setback of 12.5'
 - ❖ Side yard setback of 10' between structures
- ◆ Multi Family Flats
 - ❖ 20' front yard setback
 - ❖ Corner Side yard setback of 12.5'
 - ❖ Side Yard setback of 10'
- ◆ Detached Garages
 - ❖ 10' side yard setbacks
 - ❖ 5' between garage structures
 - ❖ 10' from the principal structures

Phasing

- ◆ The applicant is proposing to phase this development. They are proposing 4 phases, however Phase 1 is split into 1A & 1B.
- ◆ The developer plans to install Phase 1A immediately. 1B will be mass graded along with 1A however the infrastructure installation will lag behind in order to allow for units to commence construction on 1A this fall.
- ◆ Phases 2 & 3 are interchangeable and may change in schedule. Which one occurs first will depend on the market and the demand for the units.
- ◆ Phase 4 will be the final phase constructed within this development.

Density / Lot Area

- ◆ All lot density and lot area requirements are met.
- ◆ All single family lots will meet the R-2 zoning requirements with a minimum of a 65' wide lot and contains a minimum of 7800 square feet
- ◆ The SF Attached units will have 80' of lot width per pair of units with a minimum lot area of 5000 square feet. More specifically, the units will have a width of 35' a piece with 10' wall to wall between structures.
- ◆ The townhouse lots will have a minimum lot area of 8400 square feet.
- ◆ The multi family units will have 1400 square feet of lot area per unit. This is just within the CIC unit lines though, overall there will be significantly more space that exceeds the 1700 sq ft per unit required.
- ◆ Multi family units require 500 square feet of open space per unit. This is far exceeded in this proposal in aggregate.

Parking & Access

- ◆ Overall parking for the development is being provided at a minimum of 2 stalls per unit.

- ◆ The SF houses will exceed two stalls between the garages and the driveways.
- ◆ With the exception of the single family detached units, all parking will be on the rear of the structures. They will be accessed from either a private alley, street, or driveway.
- ◆ The townhouses and the SF Attached units will have attached garages on the rear. The MF Flats will have detached garages.
- ◆ A strip of 63 parking stalls will be provided in the center of the development.
- ◆ Access to the development will come from a network of public streets. This will involve extension of 7th Ave, Hemlock Ave, and Stoneridge Ln.
- ◆ Depending on the phasing, temporary turnarounds may need to be constructed to allow vehicles to safely maneuver to exit the development.
- ◆ This is planned to be a walkable neighborhood. All streets will have pedestrian access on both sides.
- ◆ There are a number of 10' wide trails proposed throughout the development. Trails are along the north side of Stoneridge Ln as well as circling throughout the wetland complexes. The trail on Stoneridge will tie into the trail along St Paul Road.
- ◆ These Pedestrian facilities will be constructed in conjunction with the phase they are in.

Grading / Utilities / Stormwater

- ◆ All utilities are available to the site.
- ◆ Sewer for Phase 1 will be extended up from 7th Avenue. This will be able to serve all of 1A and some, if not all of 1B.
- ◆ The City has identified a 24" trunk sewer main that will run down Stoneridge Lane roughly. This will need to be installed in order to service future phases as well as the land to the east.
- ◆ Water will follow the same route. However, OPU is requesting a 12" main be extended in Hemlock and Stoneridge.
- ◆ Hydrants are proposed meeting all spacing requirements.
- ◆ Stormwater for Phase 1A will be handled by a street storm water system that will head to a pond north of what will be Stoneridge Lane.
- ◆ Ponds will be used throughout the remainder of the development as well. It is important to note that there are numerous ponds and these are needed to maintain the wetlands in the area.

Architecture

- ◆ Proposed structures are shown on Page 3 of the concept plan documents.
- ◆ These residential structures are all shown using conventional siding, windows, and gabled, shingled roofs.
- ◆ All structures contain a front porch entrance element with them.
- ◆ Colors tend to be earth tones but complement each other throughout the development.
- ◆ No details are provided for the detached garages, however they will be required to tie in to the principal structures within the development.

Landscaping / Lighting

- ◆ Landscaping for the project exceeds all code requirements.
- ◆ The developer will be installing street trees throughout the development.

- ◆ The City will require that there are at least 3 approved species used for these trees to prevent any future disease or issues with any species.
- ◆ Since all of the parking lots are in the rear of the buildings no screening is required from the streets for these area.
- ◆ No trash enclosure areas have been shown as of this time. This will need to be discussed as part of the second reading of the PUD. General locations and design should be provided for the higher density areas.
- ◆ Street lighting will be installed per OPU's direction. The developer will be responsible for this costs as part of the development agreement.
- ◆ A lighting plan for this private areas will need to be provided showing the fixture type and what they plan to install.
- ◆ The large area in the middle will be open green space with sidewalks to access the parking.

Parkland / Open Space

- ◆ The applicant is showing more than 16 acres of open space in this development.
- ◆ Whether these spaces will be publicly or privately owned is still being discussed. This will need to be figured out with the development agreement and adhered to with future phases.
- ◆ It does not affect Phase 1A so we continue to move this forward.
- ◆ There are a number of wetlands on the property. The major areas are being retained and designed around. Ponds are being constructed in locations to improve and maintain the wetland quality.

Signage

- ◆ Code would allow one freestanding sign for the project not to exceed eight feet in height or 32 square feet in size. This sign would need to be a minimum of 10' from all property lines.
- ◆ The applicant is requesting a monument sign at each of the 6 entrances to the development located within the public right of way. Each sign proposed is 8' x 8' for a total of 64 square feet.
- ◆ Staff is recommending that the size of the signs be reduced to 32 square feet to meet ordinance. Staff is further recommending that all signs be located outside of public right of way.
- ◆ Please note that construction and marketing signs are different and are not what is being discussed with these signs. These are for permanent signs.

Platting

- ◆ The developer is in the process of platting the property parallel with the PUD request.
- ◆ A Development Agreement will be required to be entered into regarding the timing and expectations of all public improvements.
- ◆ The developer will be creating an association to maintain all of the private areas.
- ◆ The developer will be performing a condo plat for the multi unit buildings. This will allow the units to be sold individually.

Findings:

- In order to approve the proposed rezoning the following findings shall be met:
 - The amendment is consistent with the City's future land use plan.
 - The amendment is in the public interest and not solely for the benefit of a single property owner.
 - The existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification.
 - There are not reasonable uses of the property in question permitted under the existing zoning of the property.

Staff Review:

Based on the information submitted staff is recommending approval of the Westlake Meadows PUD with the following conditions:

- 1) The Good Samaritan PUD adopted as Z-302 is hereby repealed and replaced with the PUD of Mineral Springs Estates.
- 2) The PUD is contingent upon the approval and recording of the Mineral Springs Estates Plat.
- 3) The Developer and the City shall enter into a Development Agreement laying out the roles and expectations of the development.
- 4) A full photometrics plan shall be submitted and approved for all private areas.
- 5) All signs shall be issued sign permits.
- 6) All CIC plats and declarations shall be submitted and approved by the City.
- 7) A turn around area shall be provided on all temporary dead end streets.
- 8) A trash enclosure plan shall be submitted to the City prior to the Second Reading.
- 9) All permanent signs shall be reduced to 32 square feet and a maximum of 8' in height.
- 10) All signs shall be located outside of the public right of way and on private property.
- 11) All grading, utility, and stormwater work shall be approved by the City Engineer prior to commencing any construction.

Planning Commission:

Application RZ-2, which is a request by Prairie LaSalle Partners / Chad Lange, Festal Farms for a Planned Unit Development (PUD) of Mineral Springs Estates, a residential development with single family, two family and multi family units to be constructed, was presented by Community Development Manager Greg Kruschke. The total development consists of 328 units over the 82 acres for a total density of 3.96 units per acre. The development also consists of more than 16 acres of open space. (Refer to report on file.) Kruschke explained the different types of units within the development. There is single family detached around the outside transitioning to some heavier, more dense units in the center of the development and then transitioning back to single family detached units again. The intent of this development is to create a walkable neighborhood. They have sidewalks on both sides of all streets and a number of 10 foot wide trails. They are

maintaining areas around the wetlands. The development has submitted an Environmental Assessment Worksheet that will be published by the Environmental Quality Board next Monday. The Planning Commission will be holding a hearing on that later. There will be a 30 day comment period and eventually the City Council will need to determine either a finding of no significant impact or a determination for an environmental impact statement. The plan is that they will all marry at the July 5 City Council meeting. The developer held a neighborhood meeting on Thursday, May 4, and his understanding was that 20-25 people attended. He said that there are a number of waivers that are being requested that vary from standard zoning requirements. They have a private street, which requires a PUD. They also have multiple principal buildings on one lot. They will come forward with a Common Interest Community plat so that they can individually sell these units separately. They'll have an association that maintains all of the common space. They're requesting that some units have a closer front yard setback of 20 feet because the parking will be in the back on the private drive. With that, they also want to balance the street, so they are requesting that the single family detached homes across the street have a 25 foot front yard setback. They are requesting a 15 foot setback on the corner lots. They're asking for a minimum side yard setback of 6 feet that will meet a total of 15 feet between structures. They're asking for a rear setback variance of 25 feet for Outlot K. With the detached garages, they will have 5 feet between garages. Phasing for the proposed development is a four-phased development. Phase 1A allows them to start construction of units this fall. As they're grading this, they will mass grade Phase 1A and Phase 1B, but Phase 1B will probably be next spring. Phase 2 on the west and Phase 3 on the east and Phase 4 on the north end. They hope to finish this in 8 to 10 years but that will depend on the market. Some of the concerns will be addressed in a development agreement. They meet all of the density requirements. Overall parking is a minimum of two stalls per unit. The City has identified a sanitary sewer main on Stoneridge Lane NE. Stormwater will outlet into a pond for Phase 1A. He shared a number of photos of what the units will look like. Gable roofs are a theme as well as a front porch entrance area. Colors tend to be earth tones and the garages will be required to tie into the principal structures. He said that the City is requiring at least three species of trees throughout. The trash enclosure will need to be discussed. They do need a lighting plan for the private areas. They will also be providing sidewalks. There are more than 16 acres of open space. It's undecided if this will be privately owned. They are proposing a monument style sign at each of the six entrances. Staff is recommending that those signs be knocked down to 32 square feet which is our standard, and also that each of these signs is located outside of the public right of way. That takes away any ownership issues and keeps them away from the snowplows.

Preliminary Plat of Mineral Springs Estates, which is an 82.72± acre tract of land to be zoned PUD, Planned Unit Development, requested by Prairie LaSalle Partners, owned by 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.) They did a traffic study and there weren't any issues and no recommendations for anything different.

Public hearing for all three requests opened at 6:18 pm. Gary Sigler, 2819 St. Paul Road NE, asked how they came up with the name Mineral Springs Estates when it's not anywhere close to Mineral Springs. Craig Britton with Widseth, representing the developer, was present and said even though the rights of way will vary, the street width will remain the same at 37 feet. The nice thing about the layout that is being proposed with parking in the rear of the multi-family units is

that it eliminates curb cuts on the street. He said as for the name, the developers have been in this area for a long time and that name kind of grabbed them. He said it is something that will provide a need for the community with the mix of housing units. He thanked the Commission for their time. Jennifer and Chris Candulo, 670 Lee Street NE, said they were at the neighborhood meeting and had a few questions and a few concerns. Jennifer said the first question is about the safety around the water park. Widseth said they'd be bringing their construction equipment off St. Paul Road. There is a lot of traffic that goes to the water park and she wanted to know what was in place to ensure safety during construction and after the development is finished. Chris said that Phase 1A has 7th Avenue NE as the only point of access for a period of time, even into Phase 1B. It looks like there are several homes, so there will be a lot of traffic, maybe 60-100 cars, moving up through the neighborhood up 7th Avenue NE with no other point of access into this section. He said you have Hemlock Avenue, that's not built out yet until some point in Phase 1B, maybe. There is a choke point on 7th Avenue NE and 26th Street NE. He said that there are many neighborhoods in town that have many access points. Here there is one access point for a brand new neighborhood. There need to be more access points so we are not funneling through a neighborhood. He said when they were doing Lee Street NE, they had put speedbumps from 26th Street NE because people thought it was a speedway. He said they need some protection as there are a lot of kids. Jennifer said that one of the concerns is that Phase 1B is one of the denser areas, and you will have one access point for a while. Chris said that there was talk of the ponds reconditioning the water and that was dependent on the ponds being maintained. He wanted to know who's going to be maintaining the ponds. There weren't too many answers at the neighborhood meeting. If they're only good for 10 years, what happens after that? Jennifer said that another concern is the impact of traffic on 26th Street NE and St. Paul Road. It's currently a four-way stop, and prior to the roundabout being done at Cedar Avenue North and 26th Street, there was always a huge traffic back-up. Now you're adding the apartment buildings. She wondered if they would have more back-ups at that intersection. She wondered what safety and traffic control would be put in place because now it's just a crosswalk. The builders have talked about matching the current neighborhoods. She said that the lots don't match up with the current design, as the 11 proposed lots don't match up with the 10 lots to the south fronting on Lee Street, stating they are staggered. Jennifer said another question was within the easement, there are some fairly mature trees and they were concerned about whether they'd be able to continue to be there or would they be torn out? She said they had a couple of different answers on that. Chris said that there is quite a bit of waterflow when it rains. You can actually see a river of water coming through between lot lines. He said he understands that the desire is to push the water north rather than push it to the south and he wanted to know that was the actual plan. Tom McNerny, 675 Willow Brook Drive NE, which is somewhat to the south of Lee Street NE. He wanted to reiterate the terrific choke point for a large number of potential people moving into the area. The access points are restricted to only one access point. He said he appreciates the comment that it is a speedway. Further down the line there is an elementary school. The idea of putting a high density into that area at the same time as the apartment building going on by the roundabout—you're creating all kinds of traffic situations that he doesn't know if they're ready to handle yet. You're talking about traffic lights and roundabouts. He said there is an awful lot of stuff going into a small space all at once and he's concerned about that. He said that the wetlands that exist are minimal and it would be interesting to see how the flow plan is going to work. He said to the south of Lee Street where they are, they get an awful lot of water sliding down the rather poorly situated storm drains. It's a funny situation. Why the big move to put high density

into a place that's maybe not so high density appropriate? Maria Hove, 675 Lee Street NE, said that traffic is a huge concern. She said it's really upsetting to hear a City person say that we don't need big, wide streets. She said that her street isn't a big street. If you lived on Lee Street, you would know. People park on both sides of the street, and sometimes you can't drive side by side. Their street is narrow. It has not held up. She and her husband put a request in to put the street in. It's falling apart at the end of street mostly because there are water issues in the neighborhood. She said if they get a bad rainstorm, they have to wonder, is this going to be the storm that I get a wet basement? They have a lot of water issues. The drainage pond at the end of the road doesn't get taken care of. It rises and rises and rises when there is a bad storm, and maybe someone complains to the City and finally someone comes out and does something about it. We can't do that with this development; somebody needs to know who's dealing with these ponds and who's taking care of them. It's not fair to the rest of them. The water has a natural flow in that area. Knowing what happens in her backyard and Tom McNerny's backyard, you guys were supposed to handle that. We're the high spot and it's supposed to drain a certain way, but it doesn't. There has been sitting water for four days. The City's opinion is, after so many days, if the water recedes, they're not going to deal with it. These developments will increase the water in their backyards. She said that Hemlock will not happen until those people on that one lot will sell their house. They won't sell to put that road through. She said 7th Avenue is it. She wants to see safety and people in the neighborhood are really concerned about water issues. Donna Bong, 710 Willow Brook Drive NE, said this is her fourth year here in Owatonna. She lives one house off of 7th Avenue NE. She said that at school time, there is a lot of traffic on 7th Avenue. She said they were promised by the builder that construction traffic will not go up and down 7th Avenue and she hopes that's true. She said she was told by the builder that this would not happen, that his truck would be the only truck going through 7th Avenue. She said she came from the Chicago area where, when you were done with construction for the day, the last hour or so was spent cleaning the street. She said she's concerned about the mud on the street. Crossing 26th Street from 7th is deadly – it's not an easy cross. You have traffic coming from the north and south. There are people turning onto 7th Avenue. She said that she spent four minutes waiting to turn onto 26th Street this morning. She said that that crossing is deadly. Tom McNerny said that the speed limit is listed at 45. Donna said that if they don't believe her, go at 7:45 or 8:00 and try to cross the street. That really needs to be addressed from a safety issue. She said that the builders also promised they'd be using Stoneridge as their way in and out of the area. If they have to come down 7th Avenue that will be a huge issue. It's going to be eight to ten years, and they have to put up with that for eight to ten years? There's got to be a better way. Amy Bong, 710 Willow Brook Drive NE, said she works from home and she sees a lot. 90% of this town has a recreational vehicle. Their street is not wide. Why is it when she has called the police non-emergency number numerous times, nobody comes by, because she was told that they're supposed to rotate days which side they can park. Not one time did a police officer stop or ask them to move. There are little kids up and down that street—it's going to take someone being killed. She's seen the little kids up and down the street—cars have to go way around because you have a trailer, or a boat. She said if you're going to do this, make people rent something so that they can put RVs somewhere other than the street. She said there are already traffic issues on 26th Street. She has a kid who just learned how to drive and it's scary for him. She's worried that he's going to get hit or he's going to hit something. She said she's worried about safety issues. She said she comes from Chicago and she knows all about safety. There are a lot of issues in town that need to be addressed. She doesn't see enough police officers, there's always something

going on, there's a volunteer fire department. There is staff, but God forbid there's a major emergency. She witnessed an accident on 26th Street last winter—a car full of kids got thrown into Good Shepherd parking lot. It takes 10-15 minutes for the police officer to get down the road because this town doesn't believe in salt because they're worried about the water. What are you going to do to make the streets better? You Band-Aid the streets. This is a big huge impact on that side of town. She asked if any of the Commissioners live on that side of town, because she sees it all day long. Something needs to be done with the RVs parking up and down the street because it's frustrating. She asked what they're going to do about Wi-Fi. She said she is a freight broker—she provides everybody everything here—food, clothing, and everything else. If she can't get Wi-Fi, she can guarantee dozens don't get what they need. She said that now we get a cable company that's based in Evansville, Indiana. Have you been there? You can see flying saucers because there's nothing there. She said the biggest concern is safety and RVs and boats on the street. She never sees a cop going up and down the street, even when she's called. There are no street lights in this town. If you don't have street lights, how are you going to see the boats parked on the side of road? This is a recreational state—you have space issues now. What are you going to do when you're adding all these people here and there is nowhere for them to go? She said she never saw the builder once last week, and her office window faces the street. She said she's the crotchety neighbor that's going to call on you because she doesn't think it's appropriate or right that you have your big vehicles blocking everything and the kids can't go up and down the street. If you're going to do that, you need to provide those cones or those kids or have a flagger sit up and down at every corner so someone doesn't get hit. Kids are getting hit at school and God forbid it happens again. You're going to have all these people—you don't have enough staff. Marie Hove, 675 Lee Street NE, said that 7th Avenue is the only street. All the high density housing will have a private drive and will take care of cleaning the back part. The City is responsible for cleaning up 7th Avenue in the winter. She said that this winter she had a storm and she didn't have her road cleaned until 1 pm in the afternoon. She said last winter there were two storms that her street didn't get plowed out until 11 or 12:30 pm. She said that these people are paying an awful lot of money to live in this neighborhood, and they won't even be able to go to work. They don't live by the hospital, the fire station, or the cop shop. She said she doesn't know if we have enough plows or enough people. She's from Northern Maine. It's not unusual to get a foot of snow overnight, but the streets are plowed and sanded, and in the morning you didn't even know they had a foot of snow. Don't wait until 10 minutes to five to start plowing the roads. The roads are a big deal. When you put in a development like this, it will add traffic and that's a big deal. She said she doesn't know if they get that. Public hearing closed at 6:49 pm.

Kruschke said that the Planning Commission is a volunteer commission appointed by the mayor and City Council to serve and discuss land use issues, to take public comment, and give a formal recommendation to the City Council who makes the final decision. All of these comments will go to City Council packets as they go forward to City Council. He said that their comments are heard and will be passed on and they will see them verbatim. He said they had a concern on 7th Avenue when they started meeting with the developer, that's where the construction coming off St. Paul Road came from. They will keep that traffic off 7th Avenue and off Lee Street. They will build a construction entrance at the future Stoneridge Lane. There will be a lot of truck traffic coming in there. As we know those items continue to go with the truck traffic as they move forward. As we look big picture, Steele County is the road jurisdiction of 26th Street or otherwise

known as County State Aid Highway 34. Steele County did a corridor study in 2015 on how future access would look on 26th Street moving forward. Hemlock Avenue was identified as the through street going north and south as the connection point. When Hemlock is constructed, the County plans to close 7th Avenue and that will no longer connect. 7th Avenue was built as a convenience moving into that area because Hemlock Avenue wasn't able to be constructed at that time. The plan and the reason for some of those delays is the four-way stop at St. Paul Road. The idea is to push the traffic to St. Paul Road and Hemlock Avenue in the future. 7th Avenue would be a secondary local street in the future. Theoretically the traffic would come out Lee Street to St Paul Road and down to 26th Street. That isn't always what happens in action, but that is a way to reduce those wait times. The applicant was required to provide a traffic study. Working with traffic engineers, we had them study a number of intersections around the area, from Hemlock Avenue and 26th Street, St. Paul Road and 26th Street, Lee Street and St. Paul Road, as well as the future connection on Stoneridge Lane and St. Paul Road. They are not recommending any intersection buildout improvements. We also had them examine the first phase. I believe they defined it as a five year lookout on a 2028 intersection analysis of 7th Avenue and 26th Street. Within the traffic study, they have not seen any issues or have any formal recommendations of improvements that were not included in the Steele County Corridor Study. Thus you don't see any recommendations with regards to traffic in our staff reports or from the City Engineer. We do recognize the street width item, however, the City tries not to regulate people parking on the street and allow people to have as many rights as possible as they go through there. The City does have future maintenance concerns with the wider streets. The majority of our City streets are actually 37 feet wide. Our higher classification streets are wider to allow for turn lanes and things like that. A 37 foot wide street allows for two lanes of travel as well as parking on both sides of the street. If there are winter enforcement issues, that's an enforcement issue as well as speed limits. Pond maintenance is required and monitored by the Minnesota Pollution Control Agency. There are annual checks that are required that the City has a Water Quality Specialist that performs a mandated checklist. If the water is going up and down in those ponds, the ponds are designed to take the water and fill up and take 48 hours to drain back down. There are standards to the design of how these ponds are made. As far as the overland drainage—this is designed to drain to the backyard and then drains off to the sides. As some of these homes are built, some people re-grade these areas and we end up with damming issues that have to be resolved. As we go through, we know Widsath isn't very happy with the City with the amount of requirements as far as stormwater calculations, detailed grading plans, house elevations, emergency overflows, and a very detailed package of how the stormwater will work through this development. That is a very regulated process and very designed process by the Civil Engineer society There are some very common standards. The City does recognize that Owatonna has had a number of drainage issues, however that is why we have strengthened our standards. The review on this stormwater side will be thorough and accurate. Does that mean that there will be cattails or long grass around those ponds. Absolutely. Some of that is a quality issue to take the sediment out and help filter into those ponds, as well as keeping people out of the ponds. That's not always how they look, but that's not feasible with these stormwater ponds. As far as pedestrian safety – they do have the trail on St. Paul Road. Construction traffic is going to have to stop as they're coming in and out of there. Stoneridge Lane will be a regular street and a four-way intersection from now going forward. There will be some stop signs on Stoneridge at St. Paul Road. We did not want the construction traffic going down Lee Street and up to 7th Avenue from the safety side of things. We know there are a lot of kids out there, and if we can

keep the heavy equipment away from the kids and pedestrians, it makes things a lot easier. He said as far as the lot lines matching on the south side of the development, we don't get into how they match across. At the end of the day, the houses aren't going to match as far as building envelopes. There are areas around town that stagger. We keep them how they fit in so the lots measure out so they can fit a structure. As far as tree preservation in the wetland area. That area will be clear cut in the stormwater area, but the wetlands will be avoided and there will be buffers around that area. We see the advantage to keeping as many trees as possible, and the developer has an interest in that, but we do have to see where the ponds work out. As far as development stormwater, generally speaking, when we develop areas and are able to get it out of original agricultural drainage where water flows in its natural direction, we are able to see a little improvement. That's where the emergency overflows come in and we make sure they are not blocked or impeded. That has been significantly tightened down in the last 10 years. As far as density, there is some in the middle. Overall, this development is just shy of 4 units per acre. When you get into high density areas, it's a little bit subject to the eye of the beholder, but the City has no concerns. This Lee Street area has some smaller lots than standard single family areas. The Lee Street neighborhood is actually zoned R-2, which is a low density residential district. It's a step down from an R-1 Single Family Residential District as far as lot size. They can go down to 66 foot wide lots that are only 7,800 square feet in area. Comparatively speaking, the R-1 lots are required to be 75 feet wide and 9,000 square feet in area. Generally speaking around town, there are a lot of 80 – 90 foot wide lots, but with the costs of utilities, there are certainly some benefit to doing some smaller lots. As far as snow plowing, we recognize that everyone has a desire to be one of the first plowed out. The City Council adopts a Snow and Ice Policy every fall and goes through a public process. That is where they set their priorities and allocate their resources as far as number of plows, types of plows, number of drivers, and overtime. Those are more budgetary decisions than this group deals with. OPU has a street lighting policy. OPU will install those lights at the developer's expense. There is a full section in the development agreement on street lighting.

Craig Britton, Widseth stated that all of the stormwater is regulated by City and MPCA. The goal for the overall grading plan is to keep the water away from the existing residential. The overall flow is to the northwest the pond will serve all of Phase 1A and most of Phase 1B. There is some on the south side. That direction of flow is straight to the west. As far as any trees – our first objective is to get the water away. They will try to preserve as many trees as they can. He said there was concern about the maintenance of the pond. There is a lot of runoff from the farm field. With the increased grass coverage and impervious surface less silt will be carried to the ponds. They're taking it and capturing it into the pond and gives them a chance to settle out. That should help the sediment. As far as the streets holding up, we have heavy clays in Owatonna which holds moisture. We're proposed a sub-drainage tile system behind the curb. We find that this helps in the long term condition of the street. With the traffic, we do have to meet requirements with the fire department. They have to have one outlet per 50 units. As Phase 1B begins to develop, they will have two outlets. Wilson asked when Phase 1B begins, Stoneridge Lane will be open. Craig said not until Phase 2 goes. Eickhoff wondered if the City could address the traffic. Kruschke said that if for some reason Stoneridge needed go earlier or doesn't go in, it could be negotiated. That is why they are being platted as outlots at this time. There's the importance of Stoneridge from the City side of things. From the developer side of things, Stoneridge serves no purpose. They don't have a lot of need for it. Phase 2 is the balance we

found for getting this constructed. We asked for a five-year look within the traffic study and it shows no issues. We have some streets that are designed to carry everything. Eickhoff said he used to live in that area and that is a busy intersection. Kruschke said that Hemlock is outside of this developer's control. This commission could make a recommendation that CC needs to look at that. It would have to be acquired and annexed. Up until this point, there was no need to connect Hemlock. Steele County does have spacing guidelines across 26th Street. Eickhoff said with Phase 1A, all of these lots won't be built this year. Craig said correct. Eickhoff said that gives the City time to see how that's developing.

A motion was made by Wilson and seconded by Meier to recommend City Council approval of this vacation of a portion of all public rights of way and all utility easements within the plat of Good Samaritan Addition as described above with the following conditions:

- 1) Vacation is contingent upon approval of the plat of Mineral Springs Estates.

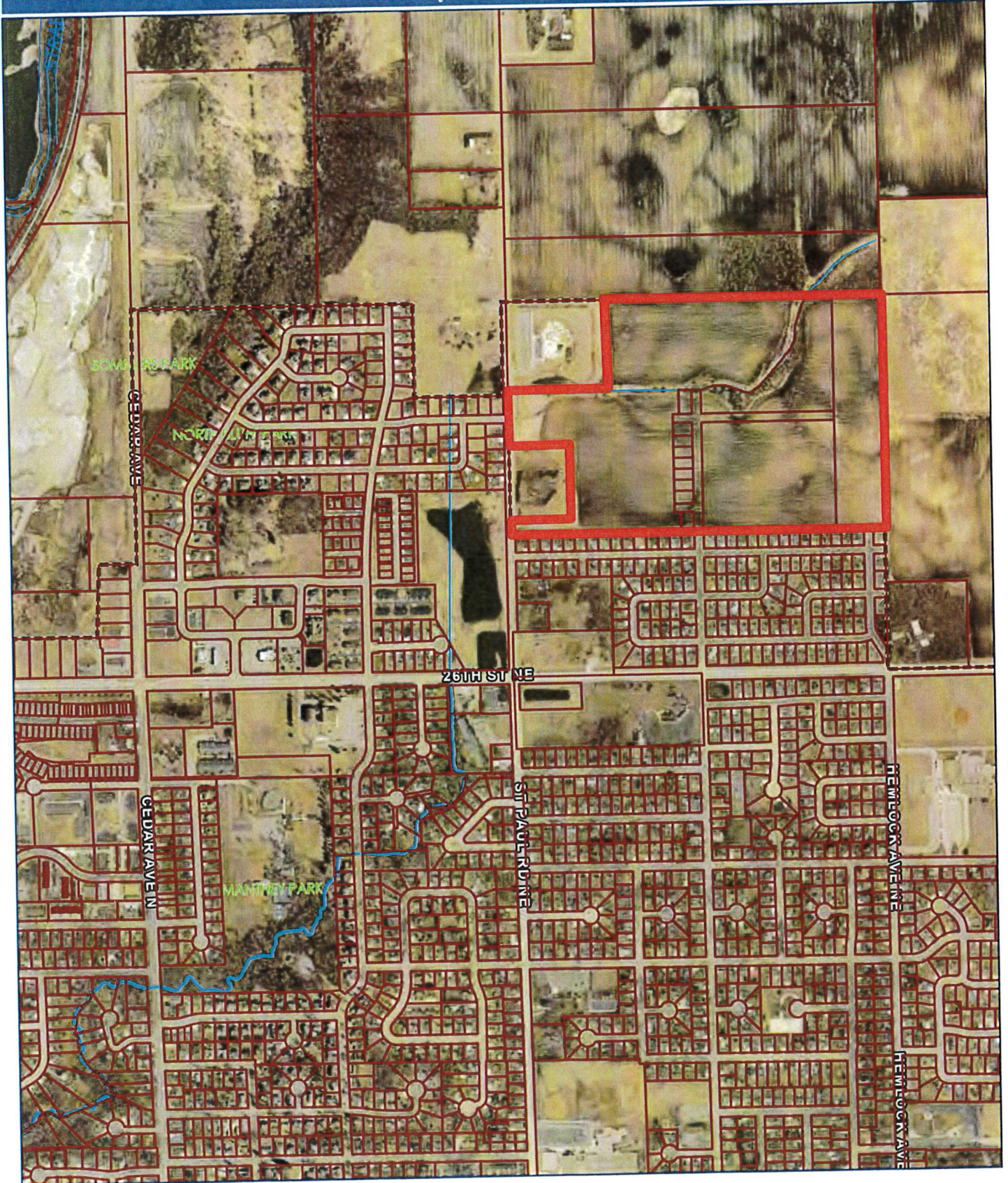
All Commissioners voting Aye, the motion carried.

A motion was made by Peake and seconded by Meier to recommend City Council approval of this PUD of Mineral Springs Estates with the following conditions:

- 1) The Good Samaritan PUD adopted as Z-302 is hereby repealed and replaced with the PUD of Mineral Springs Estates.
- 2) The PUD is contingent upon the approval and recording of the Mineral Springs Estates Plat.
- 3) The Developer and the City shall enter into a Development Agreement laying out the roles and expectations of the development.
- 4) A full photometrics plan shall be submitted and approved by the City.
- 5) All signs shall be issued sign permits.
- 6) All CIC plats and declarations shall be submitted and approved by the City.
- 7) A turn around area shall be provided on all temporary dead end streets.
- 8) A trash enclosure plan shall be submitted to the City prior to the Second Reading.
- 9) All permanent signs shall be reduced to 32 square feet and a maximum of 8 feet in height.
- 10) All signs shall be located outside of the public right of way and on private property.
- 11) All grading, utility, and stormwater work shall be approved by the City Engineer prior to commencing any construction.

All Commissioners voting Aye, the motion carried.

Mineral Springs Estates City of Owatonna



Site

April 24, 2023

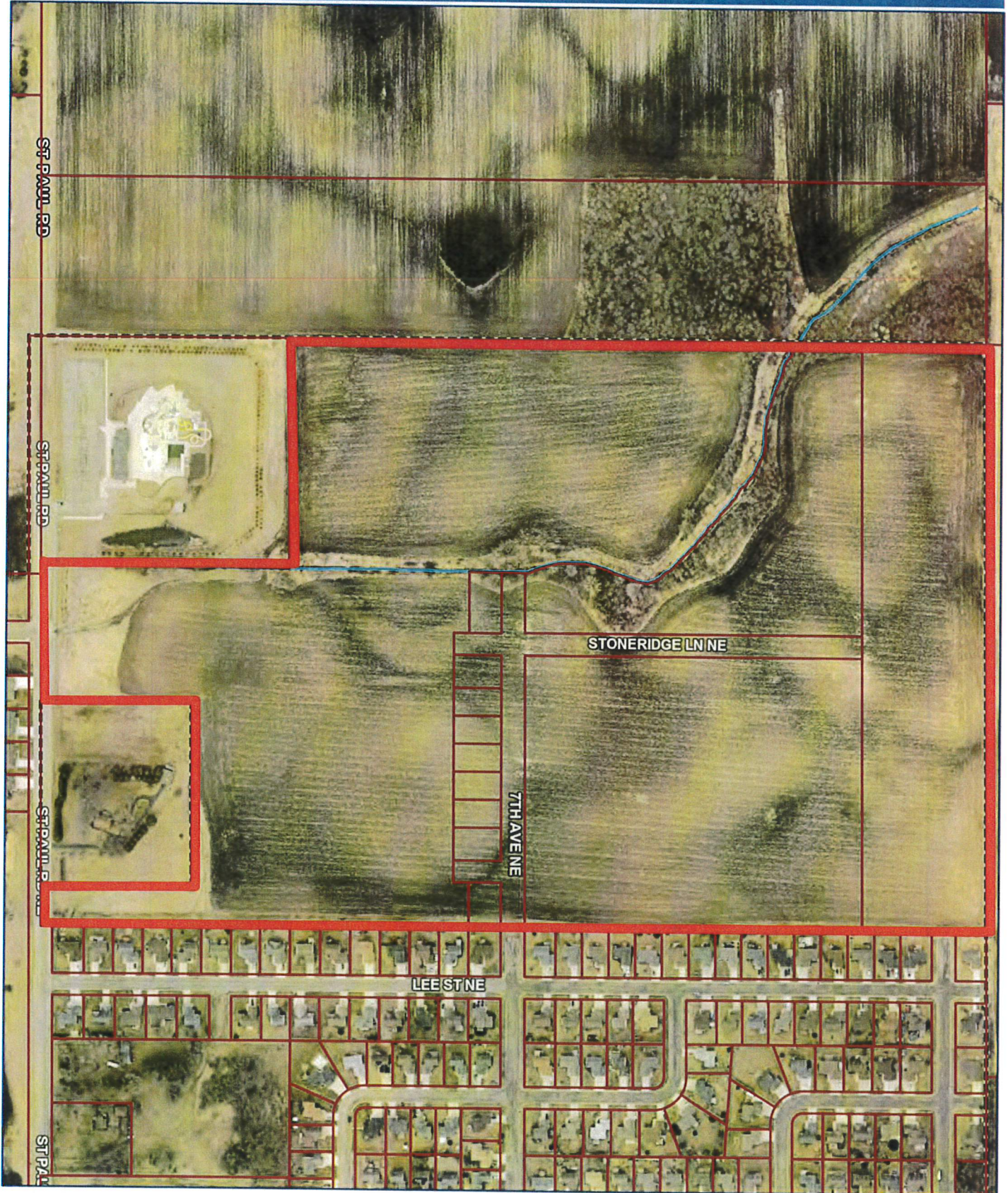


1:15,000

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 City of Owatonna

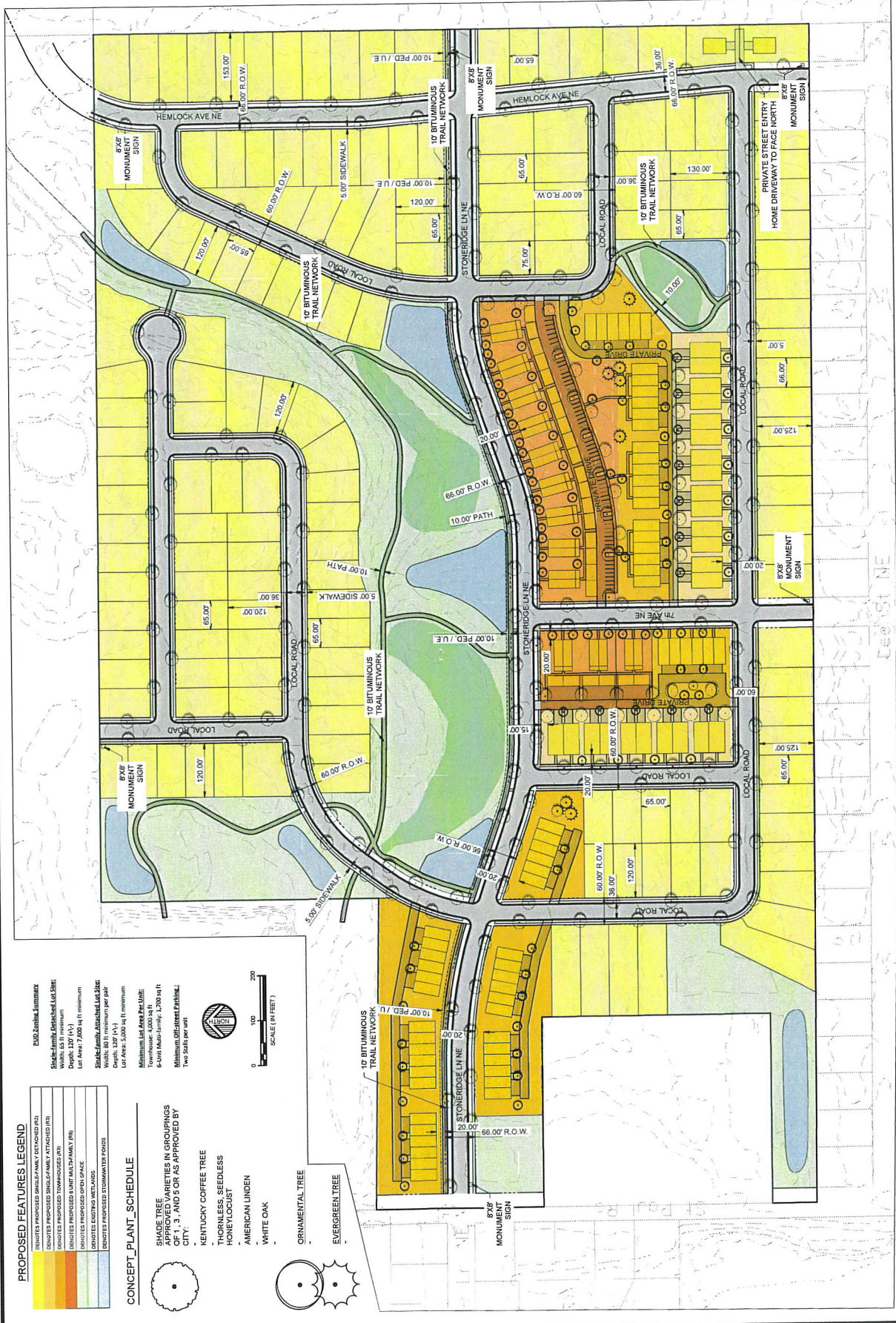


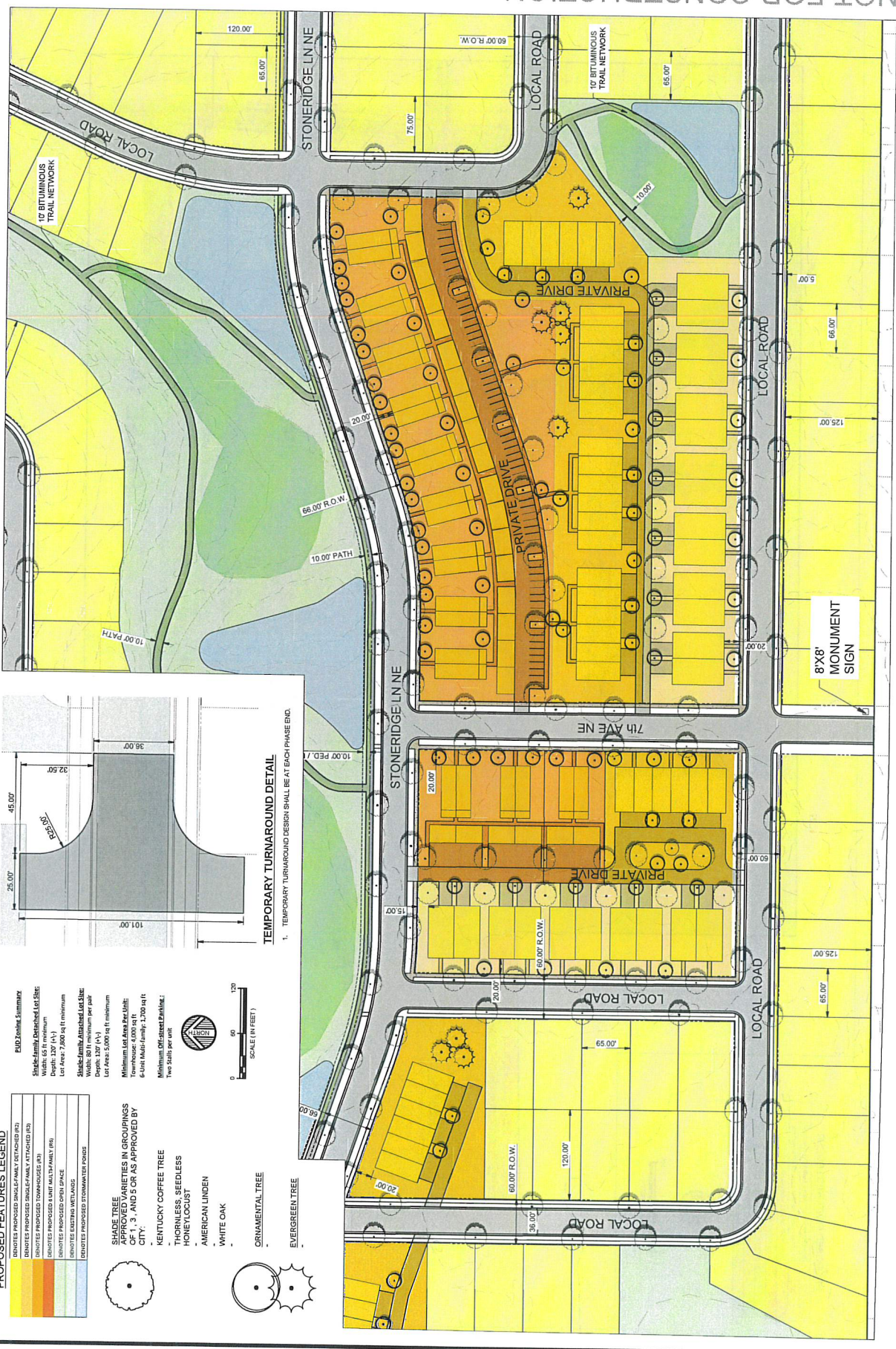
 Site
April 24, 2023

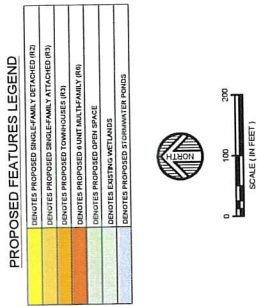


1:6,000
1 in = 500 ft

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.







*Housing styles are conceptual only and not for construction.



Single Family Attached - Concept 1



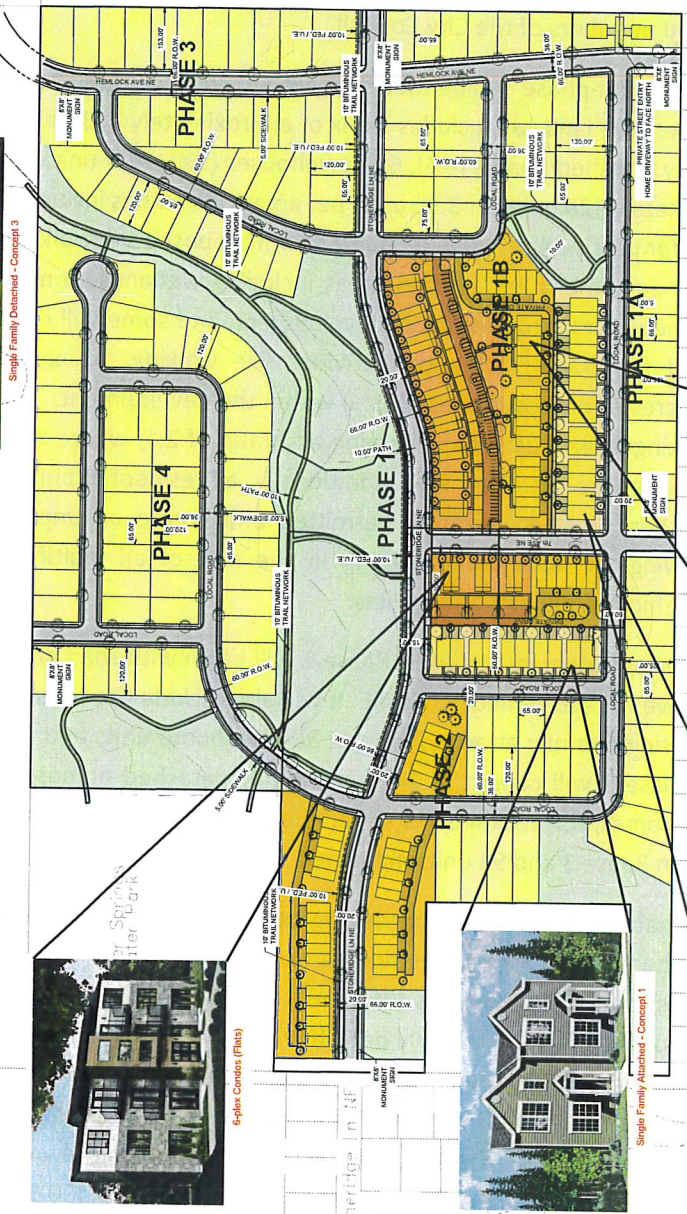
Single Family Detached - Concept 2



Single Family Detached - Concept 3



Single Family Detached - Concept 4



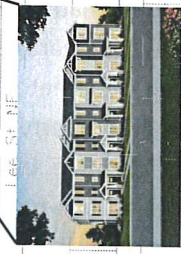
6-plex Condos (Flats)



Single Family Attached - Concept 1



Single Family Attached - Concept 2



6-plex Town Homes (Row Houses)



Single Family Detached - Concept 5



Single Family Detached - Concept 6



Single Family Detached - Concept 7



Single Family Detached - Concept 8



Single Family Detached - Concept 9

NOT FOR CONSTRUCTION

4/20/2023

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

RE: Mineral Springs Residential Development PUD Narrative – Mineral Springs Estates

Dear Mr. Kruschke and members of the City Council,

We are proposing a multi-phase residential subdivision, with a total of roughly four phases on approximately 83 acres. The land use includes a mix of approximately 163 single family detached homes (41%), 24 single-family attached homes (4%), 69 Townhouses (9%), 72 6-unit multi-family buildings (5%), for a total of approximately 328 units, or 3.96 units per acres. Amenities include approximately 16.6 acres of Open Space (20%) for passive and active recreation with proposed sidewalks, trails, picnic tables, grills, gazabo's, playground equipment and natural areas including wetlands. 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. There are approximately 17.4 acres of proposed roads (21%) within the development. There will be attached and detached garage parking as well as surface parking at a ratio of 2:1, where there will be approximately two off-street parking spaces per every unit. Additionally, all residential buildings will be closer to the front property line than what is currently permitted and create an improved pedestrian-oriented atmosphere by allowing for automobile parking in the rear of all multifamily structures. This will significantly reduce vehicular/pedestrian conflicts.

Phasing will be in approximately four phases. Phase 1 will begin with road and utility infrastructure and the extension of 7th Ave NE and Hemlock Ave NE. It will also include the construction of 24 single-family detached homes, 14 single-family attached homes, 30 townhome units and 72 multi-family units, for a total of 140 units. Phase 2 will consist of 24 single-family detached homes, 14 single-family attached homes, and 39 townhomes, for a total of 73 units. Phase 3 and 4 will be strictly single-family detached homes with 62 units in Phase 3 and 53 units in Phase 4.

Typical front yard setbacks will be 20 feet for townhomes, duplexes, and condominiums while the single-family detached will be 25 feet. Side street side yards are proposed to be a minimum of 12.5 feet for townhomes, duplexes, and condominiums lots and 15 ft for single family detached lots. Side-yard setbacks for interior lot lines for single family detached lots will be a minimum of 6 ft, sum of 15 ft. The single-family detached lots will be a minimum of 65 feet wide and 85 feet deep with a lot area of 7,800 SF. The single-family attached lot widths will be a minimum of 70 feet per housing pair, a depth of 70 feet, and a minimum lot area of 2,450 SF. The minimum lot area for the 6-unit townhomes will be 1,400 SF and the 6-unit multi-family condominiums will have a minimum lot area of 1,400 SF. There will be a minimum of 500 SF of usable open space per multi-family unit. Multifamily buildings are proposed to have a minimum building spacing of 12 feet.

List of Waivers:

Single Family Detached (Minimum Requirements):

Lot Width: 65 ft., Lot Depth: 85 ft.

Lot Area: 7,800 sf

Front-Yard Setback: 25 ft.

Side-Yard Side Street: 15 ft, Interior Side-Yard: 6 ft, Sum of 15 ft

Single-family Attached (Minimum Requirements):

Lot Width: 70 ft. per pair, Lot Depth: 70 ft.

Lot Area: 2,450 sf

Front-Yard Setback: 20 ft

Side-Yard Side Street: 12.5 ft

Min. 10 ft between building envelopes

6-plex Condominiums (Flats) (Minimum Requirements):

Lot Width: 20 ft

Lot Area: 1,400 sf

Front Yard Setback: 20 ft.

Accessory Structure: 10 ft. Side Yard Setback, 5 ft between structures, 10 ft from principal structure

Side-Yard Side Street: 12.5 ft

Building Separation: 10 ft

6-plex Townhome (Row Houses) (Minimum Requirements):

Lot Area: 1,400 sf

Front Yard Setback: 20 ft.

Accessory Structure Side Yard: 10 ft

Side-Yard Side Street: 12.5 ft

Building Separation: 10 ft

Monument Signs:

Locations as shown on PUD Exhibit (Public Street Entrances into Mineral Springs Estates Subdivision)

Maximum Message Area 8' width x 8' height

Lighting: Internally lit or spot lighting



Community Development Department

DATE: June 22, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Proposed Ordinance 23-12: RZ-3 Zone Change R-1 to R-3 - Majestic Oaks

Purpose:

Approve first reading of the Rezoning from R-1, Single Family Residential to R-3. Single and Two Family Residential.

Background:

See Staff Report attached. Planning Commission is recommending approval. City Council approved the first reading of this proposed ordinance during their meeting on June 20, 2023 meeting; there have been no changes since.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Ordinance 23-12 RZ3 Zone Change R-1 to R-3, Majestic Oaks
2. RZ-3 Staff Report

Proposed Ordinance No. 23-12
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 157,
OWATONNA ZONING ORDINANCE

WHEREAS, the owner of the hereinafter described lands has made application for a change in zone classification for said lands and public hearing has been held according to the provisions of Section 157.098, of Ordinance No. 157, and the Planning Commission of the City of Owatonna has recommended the change in zone classification as requested.

THE CITY COUNCIL OF THE CITY OF OWATONNA DO ORDAIN:

SECTION 1. Ordinance No. 157, Zoning Ordinance, is hereby amended so that the zoning map that is thereby incorporated by reference shall be changed as follows:

1. Pursuant to Application No. RZ-3 filed with the City of Owatonna, Minnesota, to change the zone classification, and after public hearing, held June 13, 2023, said application is hereby approved and the zone classification is hereby changed from R-1, Single Family Residential District to R-3, Single & Two Family Residential District for the following described property:

Lots 7 and 8, Block 5, MAJESTIC OAKS

AND

Lots 1 and 2, Block 1, MAJESTIC OAKS N0. 2

AND

All that part of Lot 24, Block 1, MAJESTIC OAKS N0. 2, described as follows: Beginning at the southwest corner of said Lot 24; thence South 89° 36' 11" East a distance of 126.00 feet, on an assumed bearing on the south line of MAJESTIC OAKS N0. 2; thence North 30° 41' 49" West a distance of 105.22 feet, to the southeast corner Lot 2, Block 1, MAJESTIC OAKS N0. 2; thence South 81° 53' 24" a distance of 69.03 feet, to the southwest corner said Lot 2; thence North 04° 36' 01" West a distance of 80.13 feet, to the northwest corner said Lot 2; thence North 82° 01' 06" East a distance of 52.08 feet, to the northeast corner said Lot 2; thence North 16° 41' 20" West a distance of 31.31 feet, to the north line of MAJESTIC OAKS NO. 2; thence west 28.96 feet, on a non-tangential curve, concave to the north, with a radius of 180.00 feet, and a delta angle of 9° 13' 07"; thence west 29.44 feet, on a tangential curve, concave to the north, with a radius of 840.89 feet, and a delta angle of 2° 00' 21", to the northwest corner of said Lot 24; thence South 05° 20' 35" East a distance of 190.16 feet, to the point of beginning

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 _____, 2023, with the following roll call vote:

Aye:

No:

Absent/Abstain:

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

June 9, 2023

To: Planning Commission

From: Community Development Department

RE: Application No. RZ-3, a request by REO Development Group to rezone property from R-1, Single Family Residential District to R-3, Single & Two Family District for the property located along the south side of White Oak Lane.

Application Review:

Applicant / Owner: REO Development Group

Legal Description: Lots 8-9, Block 5 Majestic Oaks & Lots 1, 2 & park of Lot 24, Block 1 Majestic Oaks No. 2

Existing Zoning: R-1, Single Family Residential District

Existing Land Use: The property is currently vacant and awaiting development

Adjacent Zoning & Land Uses: North: R-1, Single Family Residential District

South: R-1, Single Family Residential District

East: R-3, Single & Two Family Residential District

West: R-1, Single Family Residential District

Report Attachments:

1. Location Maps
2. Preliminary Plat Drawing

Proposed Development:

- ◆ Application No. RZ-3, a request by REO Development Group to rezone property from R-1, Single Family Residential District to R-3, Single & Two Family District for the property located along the east side of White Oak Lane.
- ◆ In order to fit the lots in the applicant is moving the east lot line of Lot 7 to the west. The other 3 lots to the east will be rezoned to R-3 from R-1.
- ◆ The proposed rezoning allows the patio home area to continue to add a few more on lots that are not as desirable as SF lots.
- ◆ The future land use plan designates this area as low density residential. The proposed rezoning would meet the future land use plan.
- ◆ Staff has had a discussion with one property owner. After clearing up the definitions and the process the neighbor was more comfortable with the request.
- ◆ In order to approve the proposed rezoning the following findings shall be met:
 - The amendment is consistent with the City's future land use plan.

- The amendment is in the public interest and not solely for the benefit of a single property owner.
- The existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification.
- There are not reasonable uses of the property in question permitted under the existing zoning of the property.

Staff Review:

Staff feels that the proposed rezoning would fit in with the surroundings and the desired use of this property as designated within the Owatonna Development Plan. Staff is recommending approval of the zone change request from R-1, Single Family Residential District to R-3, Single & Two Family Residential District.



Resolutions



Administration Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Resolution 57-23: Development Agreement - Redline Addition

Purpose:

Council approval of Resolution 57-23 confirming approval of the Development Agreement with 300 Block Owatonna, LLC in regards to the Redline Addition.

Background:

During the June 20, 2023 City Council Meeting, a Development Agreement was approved by motion for the Redline Addition. For internal process and future reference, City Attorney Walbran requested a resolution be approved.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval of Resolution 57-23.

Attachments:

1. Resolution 57-23 Development Agreement - Redline Addition

RESOLUTION NO. 57-23
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWATONNA
APPROVING A DEVELOPMENT AGREEMENT
WITH 300 BLOCK OWATONNA, LLC

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

That the City hereby approved a Development Agreement for the Redline Addition entered into with 300 Block Owatonna, LLC during the City Council Meeting on June 20, 2023. This Development Agreement authorized the Mayor and City Administrator to execute the Development Agreement on behalf of the City.

Passed and adopted this ____ day of _____, 2023, with the following vote:

Aye __; No __; Absent __.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 58-23: Final Plat - Mineral Springs Estates

Purpose:

Council to approve Resolution 58-23 to approve the Final Plat of Mineral Springs Estates.

Background:

See Attached. The Planning Commission recommends Council approval of this final plat.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 58-23 Final Plat - Mineral Springs Estates
2. Mineral Springs Estates FP Staff Report

RESOLUTION NO. 58-23
A RESOLUTION APPROVING FINAL
PLAT OF MINERAL SPRINGS ESTATES

WHEREAS, on July 5, 2023, the City Council accepted and approved the final plat of Mineral Springs Estates 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.
 - b) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - c) The final plat is contingent upon the approval of the PUD referred to as RZ-2.
 - 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.
 - 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 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 ____, 2023 with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

June 23, 2023

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 preliminary plat approval of Mineral Springs Estates, a 13 lot and 12 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 applicant is planning to construct 7th Avenue NE to extend into the property. The east / west street will be constructed with phase 1A as well. Mass grading will occur for all of Phase 1. The Developer has indicated that all construction traffic will be using Outlot D for the grading and infrastructure construction.

Outlots B, D, & G 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 developer has requested a rezoning request for a PUD for all of this land. Details regarding the PUD and full development are included in staff report RZ-2.

Since the Preliminary Plat review, the Final Plat document has been revised to add additional outlots to the plat. The additional outlots reflect the underlying fee title to the property and the different entities that own the property as well as what will be dedicated as future right of way. No other changes have been made.

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:	To be zoned PUD, Planned Unit Development
Existing Land Use:	The land is currently vacant.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Final Plat

Proposed Development:

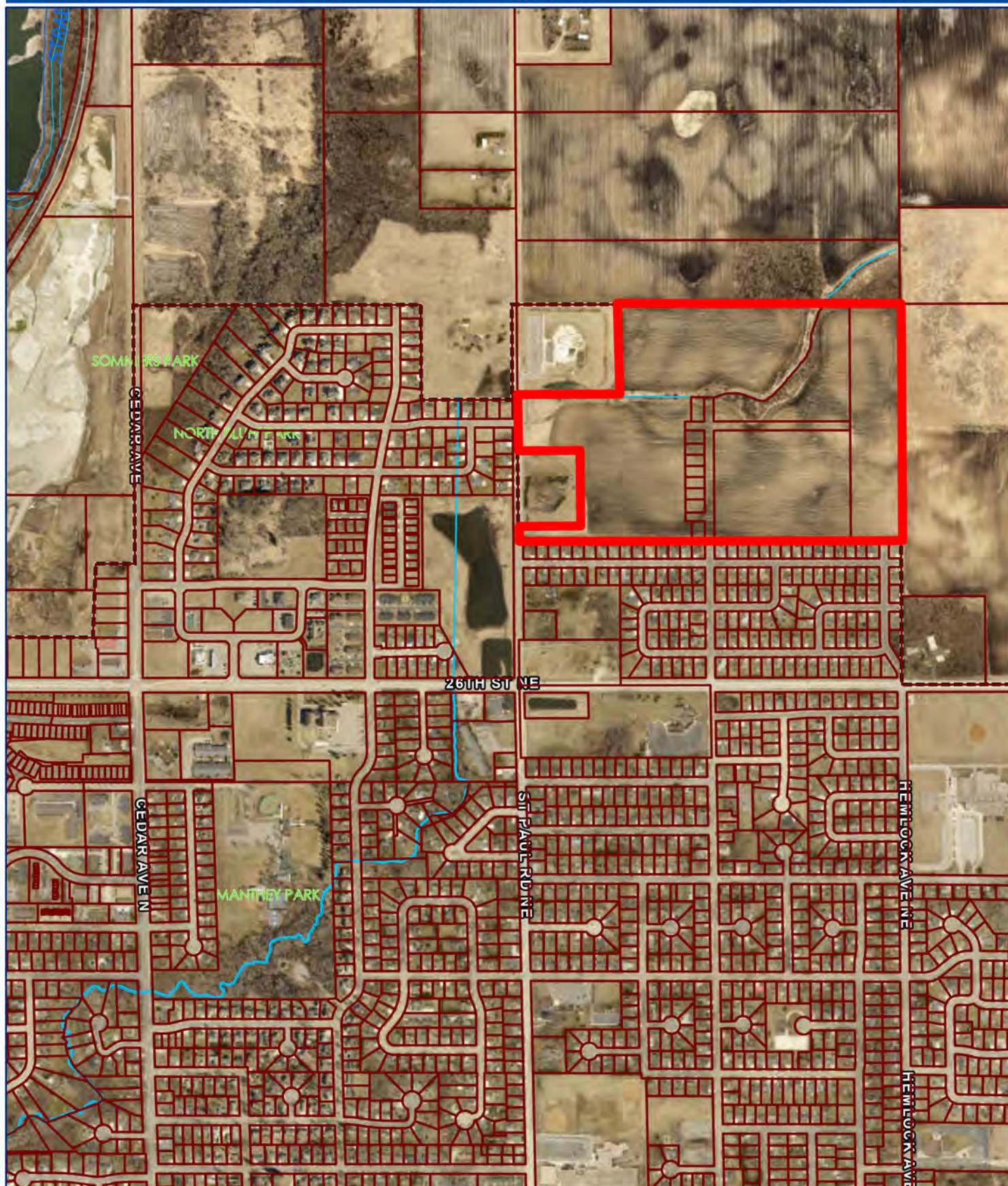
Size of Subdivision:	82.72± acres
Number of Lots:	13 new lots and 18 Outlots
Lot Configuration:	The lots are generally rectangular in shape. The outlots are irregularly shaped to match future development areas or rights of way.
Street Pattern:	7 th Avenue NE will be extended to service this subdivision. 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. Discussion is ongoing between approved delineations, and which one supersedes. 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 final plat is contingent upon the approval of the PUD referred to as RZ-2.
- 4) A development agreement will need to 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 shall be met.

Mineral Springs Estates City of Owatonna



Site

April 24, 2023

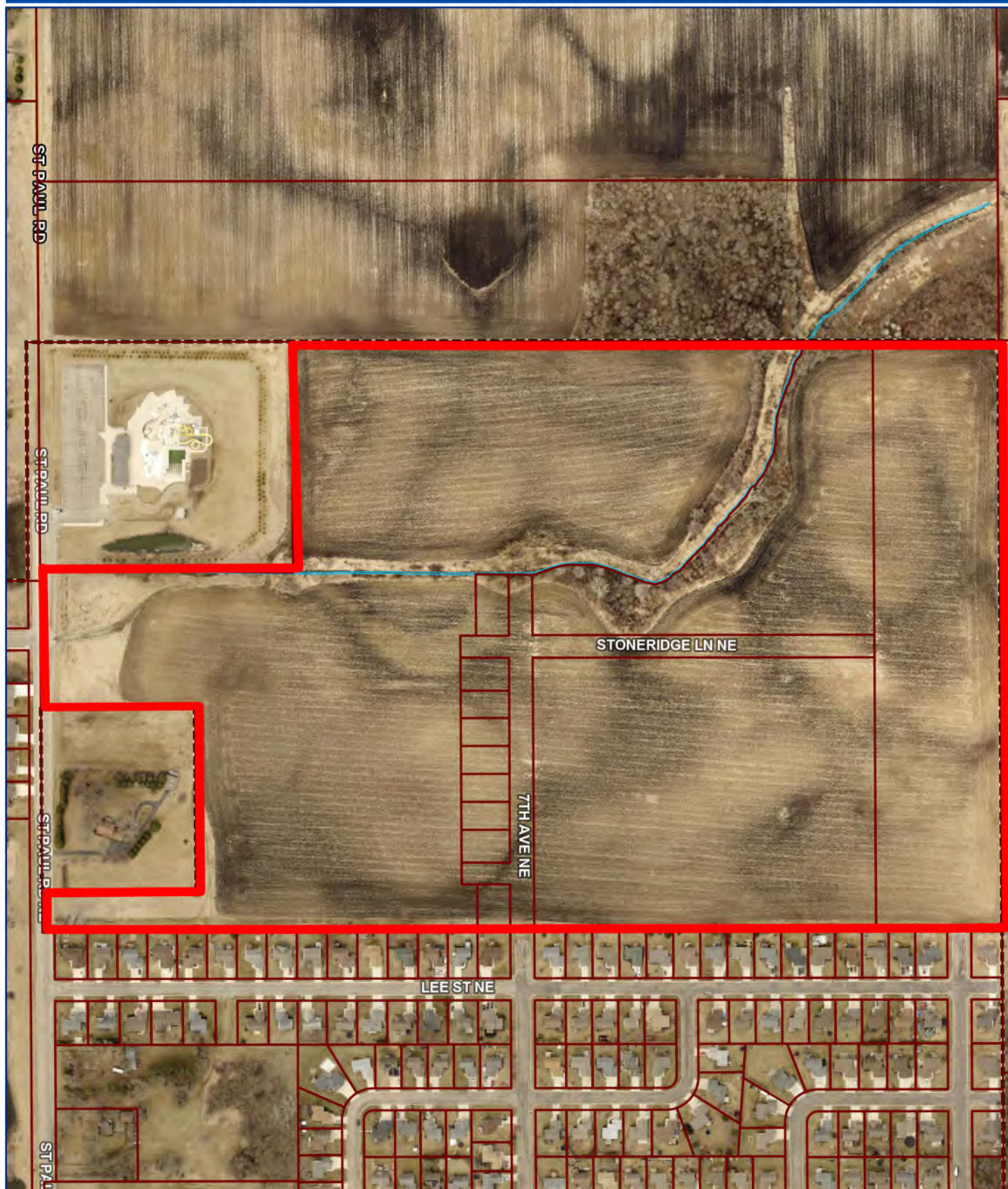


1:15,000

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 City of Owatonna



Site

April 24, 2023

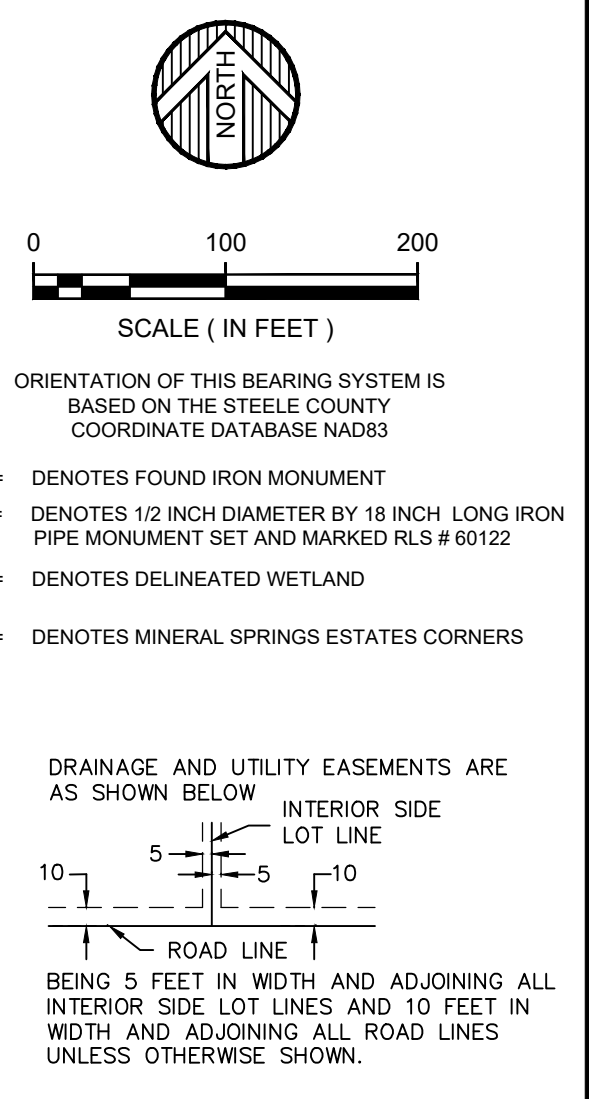
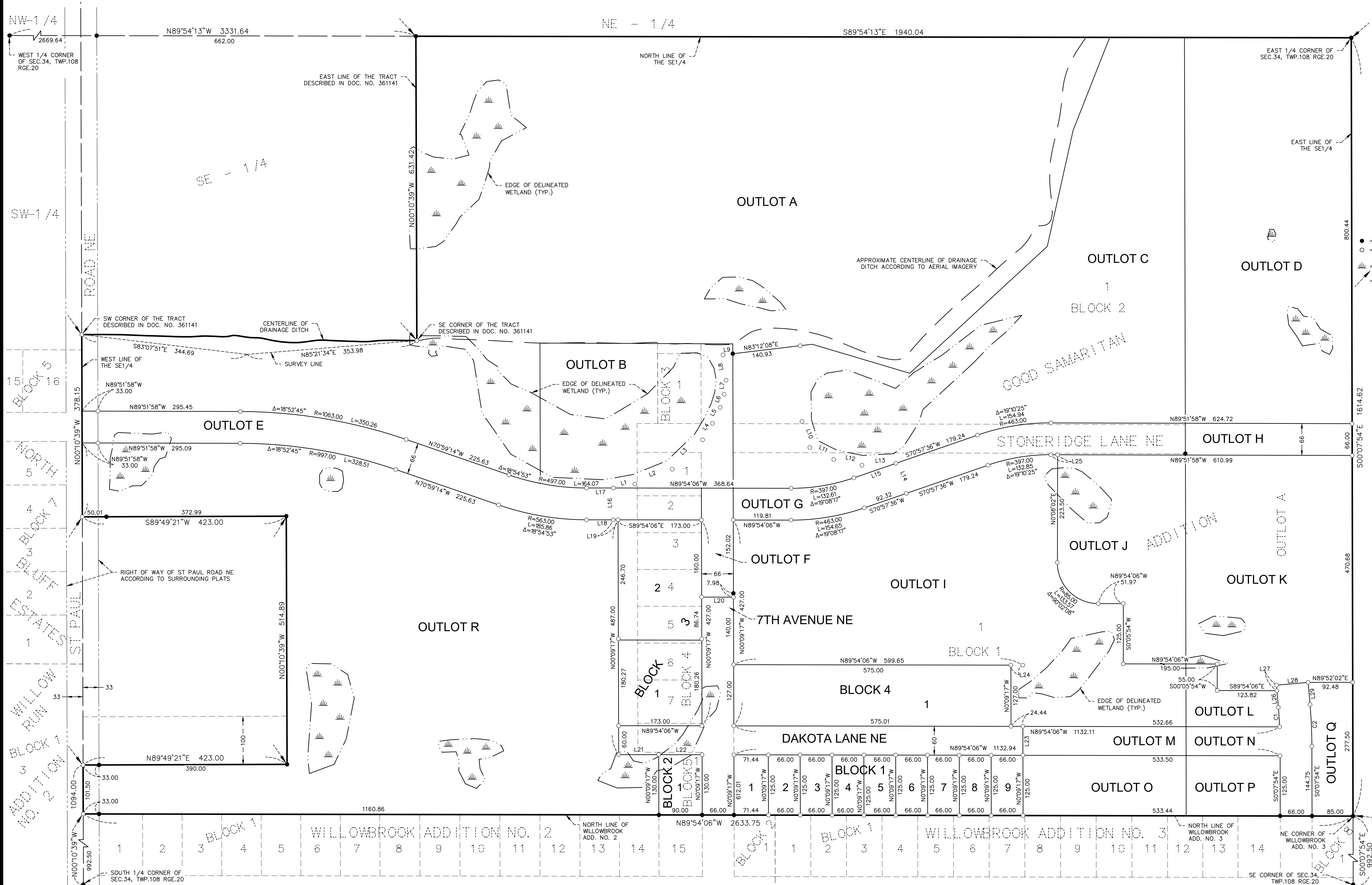


1:6,000

1 in = 500 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.

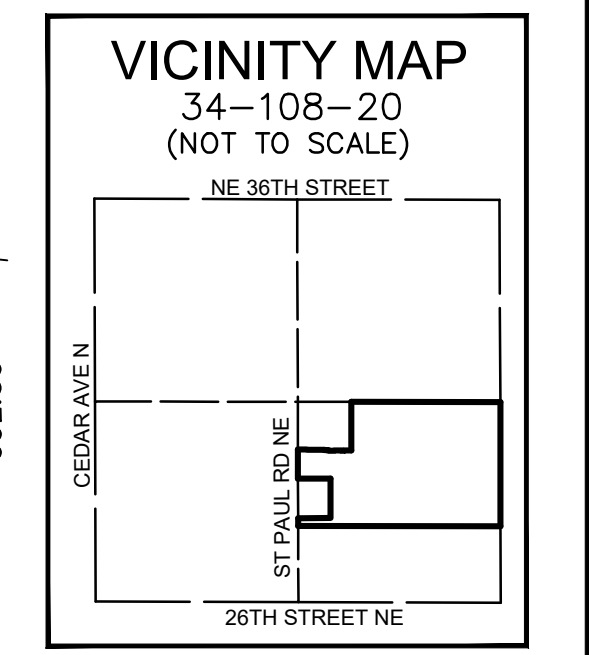
MINERAL SPRINGS ESTATES



LINE AND CURVE TABLE	
L1 = N79°40'05"E	45.31
L2 = N68°21'18"E	83.51
L3 = N45°51'46"E	87.62
L4 = N31°14'43"E	39.96
L5 = N25°23'25"E	36.87
L6 = N17°17'08"E	27.97
L7 = N07°38'20"E	29.74
L8 = N06°47'52"W	52.91
L9 = N83°12'08"E	20.32
L10 = S16°48'52"E	56.51
L11 = S63°29'24"E	55.59
L12 = S78°29'37"E	59.72
L13 = N86°47'20"E	70.42
L14 = S19°02'24"E	66.00
L15 = S70°57'36"W	92.32
L16 = S00°05'54"W	66.00
L17 = N89°54'06"W	55.43
L18 = N89°54'06"W	55.43
L19 = N89°54'06"W	9.83
L20 = N89°54'06"W	66.00
L21 = N89°54'06"W	83.00
L22 = N89°54'06"W	90.00
L23 = N00°09'17"W	60.00
L24 = N89°54'06"W	24.65
L25 = N89°51'58"W	14.04
L26 = N04°55'31"W	34.85
L27 = N04°55'31"W	11.39
L28 = N85°04'29"E	66.00
L29 = N04°55'31"W	46.24

C1 = R 967.00 L 40.37 Δ 02°23'32
CHB N03°43'45"W CH 40.37

C2 = R 1033.00 L 86.43 Δ 04°47'37"
CHB N02°31'43"W CH 86.40



MINERAL SPRINGS ESTATES

KNOW ALL PERSONS BY THESE PRESENTS: That Festal Farms Co, a Minnesota Corporation, and Chadwick and Karen Lange, owners of the following described property:

That 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 the Steel County, Minnesota 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 also being the south line of said tract described in Document No. 361141 to the southeast corner of said tract described in Document No. 361141; thence North 00 degrees 10 minutes 39 seconds West 631.42 feet 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 do 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 Co, a Minnesota Corporation, has caused these presents to be signed by its proper officer this_____

day of _____, 20_____.

Festal Farms Co

Chadwick S Lange, President

State of _____

County of _____

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

Notary Public _____

My Commission Expires: _____

Chadwick S Lange

Karen Lange

State of _____

County of _____

This instrument was acknowledged before me on _____ by Chadwick S Lange and Karen Lange, husband and wife.

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.

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_____.

Brenda Blood, County Auditor, Steele County, Minnesota

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

Catherine Piepho, County Treasurer, Steele County, Minnesota

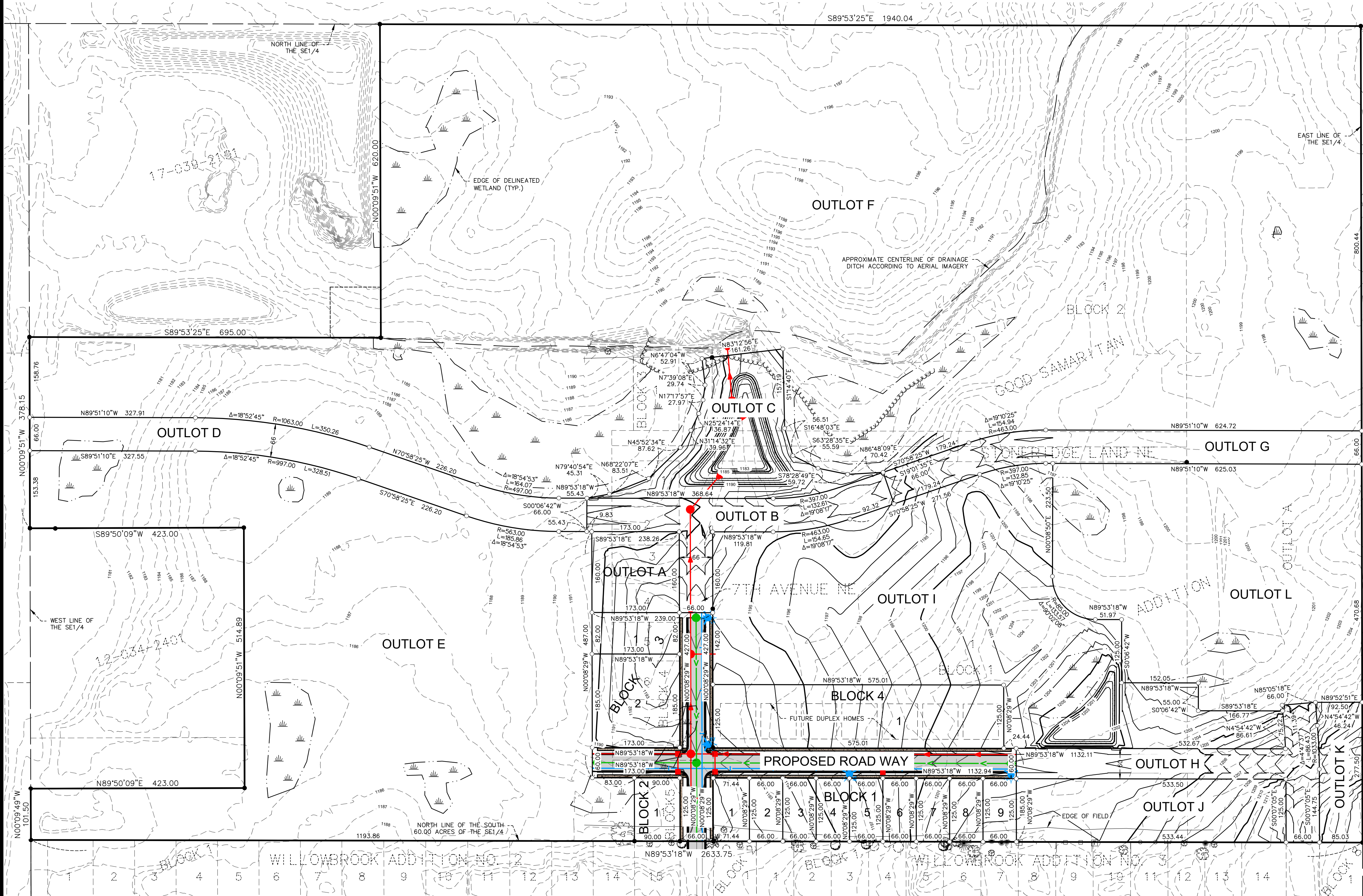
Filed in the office of the County Recorder, this _____ day of _____, 20_____.

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

Number _____.

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

PRELIMINARY PLAT OF
MINERAL SPRINGS ESTATES



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

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

DRAINAGE AND UTILITY EASEMENTS ARE AS SHOWN BELOW

10' 5' 5' 10'

ROAD LINE

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

DESCRIPTION:	ALL OF BLOCKS 1-5, AND OUTLOT A, GOOD SAMARITAN ADDITION AND PART OF THE SOUTHEAST QUARTER ALL IN SEC. 34, T.108, R.20 STEELE COUNTY, MINNESOTA
PROPOSED DESCRIPTION:	LOTS 1 - 9, BLOCK 1, LOT 1, BLOCK 2, LOT 1 AND LOT 2, BLOCK 3, LOT 1, BLOCK 4, 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.



Engineering Department

Date: 05/05/2023

Project: Mineral Springs Estates

Preliminary Plat Application #: PP-23-4

Staff Review Comments:

Engineering

1. Easements shall be dedicated to the City for all municipal utilities not located within right-of-way.
2. East-West Roadway (Outlot D, B, and G) shall be designed to State Aid Standards.
3. The approximate location of Outlots D, B, and G are in the City's identified corridor for a future sanitary trunk main. Future development of this roadway will be required to include the trunk main and shall be designed to align with proposed elevations outlined in the "City of Owatonna Sanitary Sewer Study, 2004".
4. Proposed right-of-way widths are consistent with the City's requirements.
5. The City has no issue with the typical section dimensions. Pavement section will be reviewed with final plans and must meet City Standards.

Stormwater

1. All new development and redevelopment is subject the following provisions:
 - a. City of Owatonna Stormwater Management Code 52.00.
 - b. City of Owatonna Grading Permit is required.
 - c. Minnesota Pollution Control Agency (MPCA) NPDES/SDS MS4 Permit MNR040000 post construction stormwater management criteria.
 - d. MPCA NPDES/SDS Construction Stormwater General Permit MNR100001.
2. Stormwater BMPs shall be designed to meet all applicable requirements, both in the interim and ultimate buildout of each phase of the development.
3. Emergency overflows and routing for the development shall be shown in the preliminary plat. Easements in addition to what is outlined for drainage and utilities may be required as pad elevations have not been established.
4. Long-Term Operations and Maintenance Plan will be required for all permanent stormwater facilities not turned over to the City.
5. Recorded Stormwater Facility Maintenance Agreement is required for all facilities not turned over to the City.
6. Final topographic survey and As-built is required.

Sean Murphy, PE
Director of Public Works and City Engineer



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 59-23: Development Agreement - Mineral Springs Estates

Purpose:

Request Council approval of Resolution 59-23 to approve the Development Agreement regarding the public improvements within Mineral Springs Estates Phase 1A.

Background:

The City requires a development agreement on any project that requires construction of public infrastructure. City Staff, the City Attorney, as well as the developer have agreed to the attached agreement pending City Council approval. This agreement defines the roles and the responsibilities of all parties involved in order to complete the public improvements that are required for this development.

Budget Impact:

The Developer will be responsible for constructing all of the public infrastructure associated with this project as defined within the agreement. As the City requires, a 1% fee will be paid to the City for Engineering Oversight on this project. The Developer will also be required to reimburse OPU for streetlights per the agreement.

Staff Recommendation:

Staff recommend approval.

Attachments:

1. Resolution 59-23 Development Agreement - Mineral Springs Estates
2. Mineral Springs Estates Development Agreement

RESOLUTION NO. 59-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWATONNA
APPROVING A DEVELOPMENT AGREEMENT FOR MINERAL SPRINGS
ESTATES ADDITION WITH MINERAL SPRINGS ESTATES, LLC

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

That the City hereby approves a Development Agreement to be entered into with Mineral Springs Estates, LLC in regard to Mineral Springs Estates Addition and authorizes the Mayor and City Administrator to execute the Development Agreement on behalf of the City.

Passed and adopted this ____ day of _____, 2023, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

LAND DEVELOPMENT AGREEMENT
MINERAL SPRINGS ESTATES ADDITION

THIS AGREEMENT, is made and entered into as of _____, 2023, 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 July 5, 2023 (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 an 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 thirteen (13) lots and 18 Outlots within Mineral Springs Estates of 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 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 Outlot C 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.

3. The owner will be responsible for the design and construction of all utility improvements, including but not limited to: sanitary sewer, watermain, storm sewer, etc. in accordance with City of Owatonna regulations and all applicable rules and regulations.
4. 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, at this time, the Creek which currently runs through the site.
5. The Owner shall provide the City Engineer with copies of utility layout plans, as provided by the electrical, 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.
2. The Owner will dedicate all easements shown on the plat of Mineral Springs Estates.
3. The Owner acknowledges that Outlots B, D and E will all be dedicated at Stoneridge Lane NE with future plats of the area. Outlot I will also be dedicated as future public rights of way.
4. 7th Avenue NE will be extended north from its existing point to the end of the platted right of way.

- a. 7th Avenue NE will have a 66' wide right of way.
- b. The street section will contain B624 concrete curbing with two 16' paved lanes. The back to back dimension will be 37.34'.
- c. This street section will allow for parking on both sides of the street.
- d. 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.
- e. A temporary turn around will be constructed at the north end of the public right of way meeting all turning radius requirements of the Fire Code.

5. 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 back to back 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.
- e. A temporary turnaround will be constructed at both the east and west ends of the public right of way meeting all turning radius requirements of the Fire Code. Public access shall be granted if temporary turnaround cannot be wholly placed in dedicated right of way.

6. The Owner shall reimburse Owatonna Public Utilities for all streetlights on 7th Avenue NE and Dakota Lane NE that are deemed necessary for this development in accordance with their policy at a cost not to exceed \$1,500 per light.

7. The boulevard trees shall be installed and maintained by the Owner until the City Council adopts the resolution stating the Project is substantially complete. All boulevard trees are subject to the warranty period stated in Section K.

8. 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 and Dakota Lane NE.
 - b. Stop signs will be installed on Dakota Lane NE at the 7th Avenue NE Intersection.
9. Outlot B 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.

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

- 1. Construction of 7th 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 1355 feet of

main and 5 manholes are planned with the Phase 1A improvements. Service lines will be extended into all lots of the project.

3. Construct 1,313 feet of eight inch public water main with tracer wire around throughout the project. Construct 58 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 C. The Owner shall be responsible for the construction of this line.
5. 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.
6. Any variation from the approved construction plans shall be approved in writing by the City Engineer prior to making any changes.
7. As-Built construction plans shall be submitted to the City within 120 days of the City Council declaring substantial completion of the public improvements, as recommended by the City Engineer. The Owner agrees to a fine of \$50 for every calendar day after the 120 day deadline for submission of the As Built drawings to the City.

D. Access.

1. The Owner has been granted access from 7th Avenue NE for Phase 1A.
2. All construction access will come through Outlot B for the project.
3. Access will be allowed to Hemlock Avenue with Phase 1B.
4. Access will be required to be constructed via Stoneridge Lane NE connecting to St. Paul Road with Phase 2 or Phase 3, whichever occurs first.

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. Future Sanitary Sewer Main. The Owner agrees to construct a 24-inch Sanitary Sewer main in Stoneridge Lane NE with Phase 2 or Phase 3 of this development, only to the extent required to service each respective Phase, whichever occurs first. Details will be worked out in future development agreements for the upcoming phases including but not limited to the “Oversizing” costs to be borne by the City of Owatonna for the oversizing in the construction of the Sanitary Sewer main
- H. 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.
- I. Permits. The Owner shall obtain all necessary permits for the construction within the property.
- J. Recording Fee. The Owner shall pay the recording fee for the recording of this Agreement at the Steele County Recorder’s office.
- K. 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.
- L. 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.
- M. 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 within 60 days of substantial completion of the roadway and utility work.

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.

- N. 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 sum of \$1,701,244.37. Said surety will be released by the City once the improvements have been accepted by the City Engineer.

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 thirty (30) days after receipt of written notice thereof from the City; provided however if the nature of the cure is such that it is not possible to complete the cure within thirty (30) days, in the sole opinion of the Owner, 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.

- O. 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.
- P. 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.
- Q. 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 and Block 4 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 constructed.
- 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



- 0. 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 in the sole opinion of the Owner, 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 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

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 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 _____, 2023,
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 _____, 2023,
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)

Exhibit B

Blocks 1-4,
Mineral Springs Estates,
Steele County, Minnesota

Exhibit C

(Construction Plans)

Exhibit D

(Cost Estimate)



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Greg Kruschke, Community Development Manager
SUBJECT: Resolution 60-23: Final Plat - Majestic Oaks No. 3

Purpose:

Request Council approval of Resolution 60-23 approving the Final Plat of Majestic Oaks No.3.

Background:

See attached Staff Report.

As of the time of this report, the grading work for the overflow drainage easement has not yet been completed. The staff have had numerous conversations with Ron McCann, REO Development, regarding this. They understand what needs to be completed. Estimates for the project have been received and the project has been staked. Staff will recheck the progress on Wednesday prior to the meeting. The condition included in the packet allows for approval at the Council meeting but will not allow for recording of the document prior to the work being completed.

The Planning Commission is recommending Council approval.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval of Resolution 60-23.

Attachments:

1. Resolution 60-23 Final Plat - Majestic Oaks No. 3
2. Majestic Oaks No. 3 FP Staff Report

RESOLUTION NO. 60-23
A RESOLUTION APPROVING FINAL PLAT OF THE
MAJESTIC OAKS NO. 3

WHEREAS, on July 5, 2023, the City Council accepted and approved the final plat of Majestic Oaks No. 3 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) Final plat approval shall be contingent upon the rezoning.
 - b) The final plat shall be recorded within 60 days of the approval.
 - c) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
 - d) The applicant shall amend the declarations and covenants for the lots to adjust for the new legal descriptions and design of the patio homes.
 - e) Adequate access, as approved by the City Engineer, shall be provided to the pond prior to the City taking it over as previously agreed upon.
 - f) The emergency overflow through the Timber Ridge Drive NE area shall be constructed prior to the City signing the final plat for recording.
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 _____, 2023, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023,

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

June 23, 2023

To: Planning Commission
From: Community Development Department
RE: Final Plat of Majestic Oaks No. 3

Background

REO Development Group is requesting approval of the preliminary plat of Majestic Oaks No. 3, a 7 lot residential replat. The applicant is requesting approval to reconfigure the subject lots in order to add in 3 additional patio homes along White Oak Lane NE.

The proposed patio home lots are set up for a 42' x 80' deep home. All homes will be the single family detached standard for the side setbacks of 5' to a garage and 10' to all livable portions of the house. All portions of the structure, and all attachments, decks or other items are not permitted on the common lot area. Lots 1 & 7 will be used for the front and rear setback areas and will be considered a common lot.

Application Review:

Applicant/Owner:	REO Development Group
Location of Property:	1875-1905 White Oak Lane NE
Existing Zoning:	R-3, Single & Two Family Residential District
Existing Land Use:	The land is currently vacant however; it is platted for single-family detached dwellings.
Report Attachments:	1. Location Maps 2. Preliminary Plat 3. Final Plat

Proposed Development:

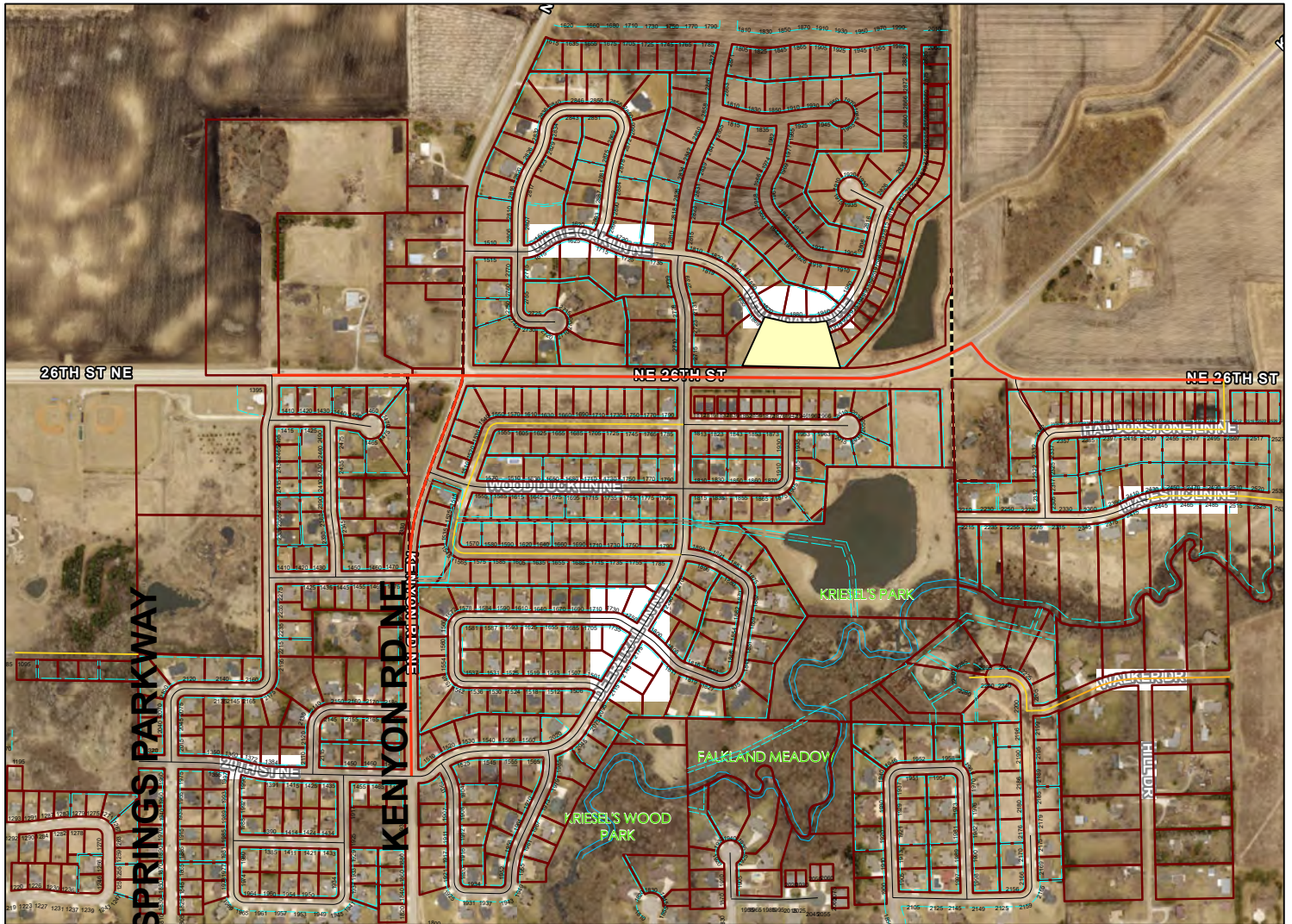
Size of Subdivision:	1.78± acres
Number of Lots:	4 patio home lots, 2 common area lots, and 1 SF lot
Lot Configuration:	The lots are generally rectangular in shape.
Street Pattern:	The street pattern will not change from what exists today.
Services:	Services are currently stubbed into the lots. With the creation of an additional lot, Lot 4 will need to have services existing.

Timing/Financing of Development:	The applicant is hoping to record the final plat soon.
Outstanding Assessments:	There are no outstanding assessments on the property.
Floodplain:	No
Wetlands:	The property does not have any wetlands. The plat has been sent to the Soil & Water Conservation District for verification.
Storm Water Drainage:	No changes are proposed as storm water was addressed with previous additions. With the original development agreement it was agreed upon that the City would eventually take the pond over, with conditions. In order for the City to do that in the future access would need to be provided to the pond.
Easements:	The applicant is proposing to dedicate a 10' utility easement along the north and south property line.
County/MNDOT Review:	This plat has been sent to Steele County for comment, as the property is located along CSAH 34 (26 th Street). The plan is not subject to MNDOT review.

Staff Review:

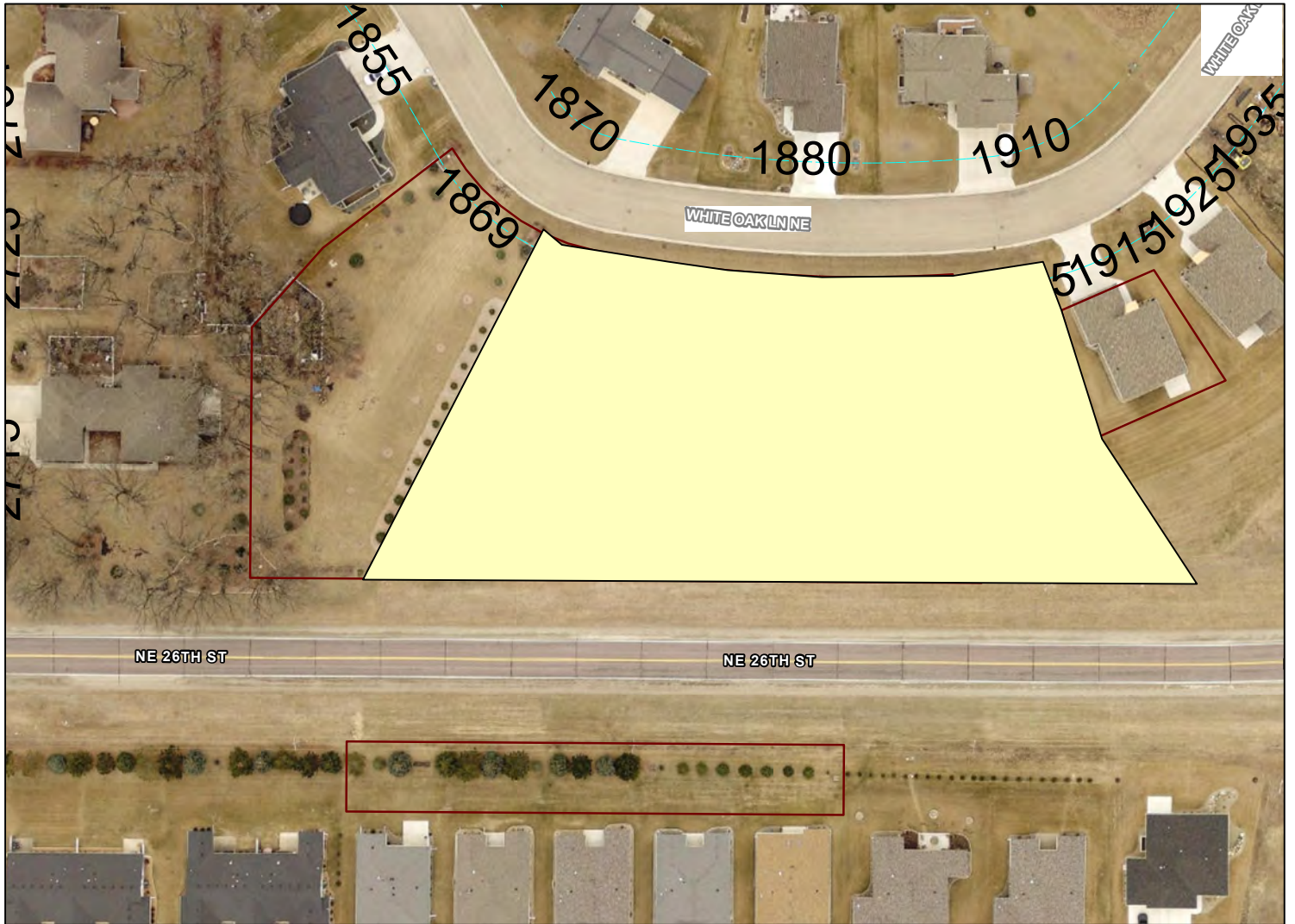
Staff recommends approval of the preliminary plat of Majestic Oaks No. 3 with the following conditions:

- 1) Final plat approval shall be contingent upon the rezoning.
- 2) The final plat shall be recorded within sixty days of the date of approval of the final plat.
- 3) The title opinion shall be approved by the City Attorney prior to recording of the final plat.
- 4) The applicant shall amend the declarations and covenants for the lots to adjust for the new legal descriptions and design of the patio homes.
- 5) Adequate access, as approved by the City Engineer, shall be provided to the pond prior to the City taking it over as previously agreed upon.
- 6) The emergency overflow through the Timber Ridge Drive NE area shall be constructed prior to the City signing the final plat for recording.



RZ-3 - Majestic Oaks No. 3
Rezone from R-1 to R-3

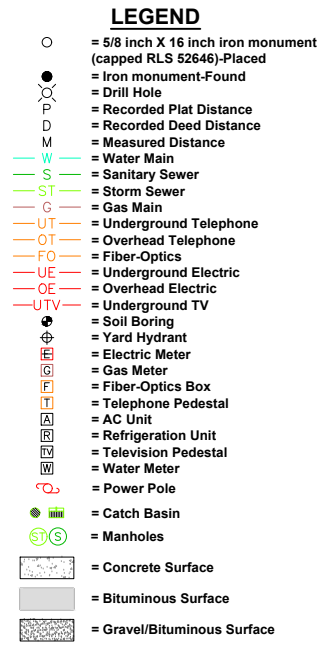
1:7,453
Date: 5/26/2023



RZ-3 - Majestic Oaks No. 3
Rezone from R-1 to R-3

1:941
Date: 5/26/2023

NORTH



20 0 20
HORIZ. SCALE FEET

DRAWINGS ON 11x17 SHEETS ARE HALF SCALE

REV.	BY	DATE



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

DESIGNED:	JHS5
DRAWN:	JHS5
CHECKED:	SAT
Date:	4/28/23
DWG:	23-1068PP

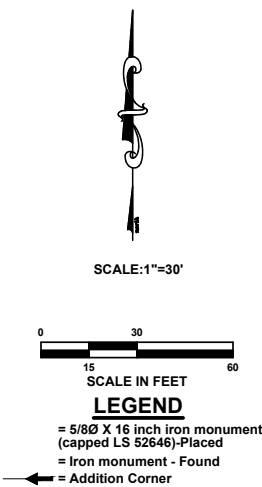
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

John H. Schulte V
License No. 44639 Date: 4/28/23

	PRELIMINARY PLAT
	MAJESTIC OAKS NO. 3
	REO DEVELOPMENT
	SITE PLAN

OFFICIAL PLAT

MAJESTIC OAKS NO. 3



BASIS OF BEARING SYSTEM
All bearings are based on the south line of MAJESTIC OAKS, which is assumed to be S89° 36' 11" E

KNOW ALL MEN BY THESE PRESENTS: That REO Development Group, LLC, a Minnesota Limited Liability Company, owner of the following described property:

Lots 7 and 8, Block 5, MAJESTIC OAKS

AND

Lots 1 and 2, Block 1, MAJESTIC OAKS NO. 2

AND

All that part of Lot 24, Block 1, MAJESTIC OAKS NO. 2, described as follows:

Beginning at the southwest corner of said Lot 24;
thence South 89° 36' 11" East a distance of 126.00 feet, on an assumed bearing on the south line of MAJESTIC OAKS NO. 2;
thence North 30° 41' 49" West a distance of 105.22 feet, to the southeast corner Lot 2, Block 1, MAJESTIC OAKS NO. 2;
thence South 81° 53' 24" a distance of 69.03 feet, to the southwest corner said Lot 2;
thence North 04° 36' 01" East a distance of 80.13 feet, to the northwest corner said Lot 2;
thence North 82° 01' 06" East a distance of 52.08 feet, to the northeast corner said Lot 2;
thence North 16° 41' 20" West a distance of 31.31 feet, to the north line of MAJESTIC OAKS NO. 2;
thence west 28.96 feet, on a non-tangential curve, concave to the north, with a radius of 180.00 feet, and a delta angle of 9° 13' 07";
thence west 29.44 feet, on a tangential curve, concave to the north, with a radius of 840.89 feet, and a delta angle of 2° 00' 21", to the northwest corner of said Lot 24;
thence South 05° 20' 35" East a distance of 190.16 feet, to the point of beginning.

Has caused the same to be surveyed and platted as MAJESTIC OAKS NO. 3, 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 REO Development Group, LLC, a Minnesota Limited Liability Company,, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

REO Development Group, LLC

Ron McCann, President / Chief Manager

STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 2023 by Ron McCann, President / Chief Manager of REO Development Group, LLC., a Minnesota Limited Liability Company, on behalf of the company.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2021

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 _____, 2023.

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

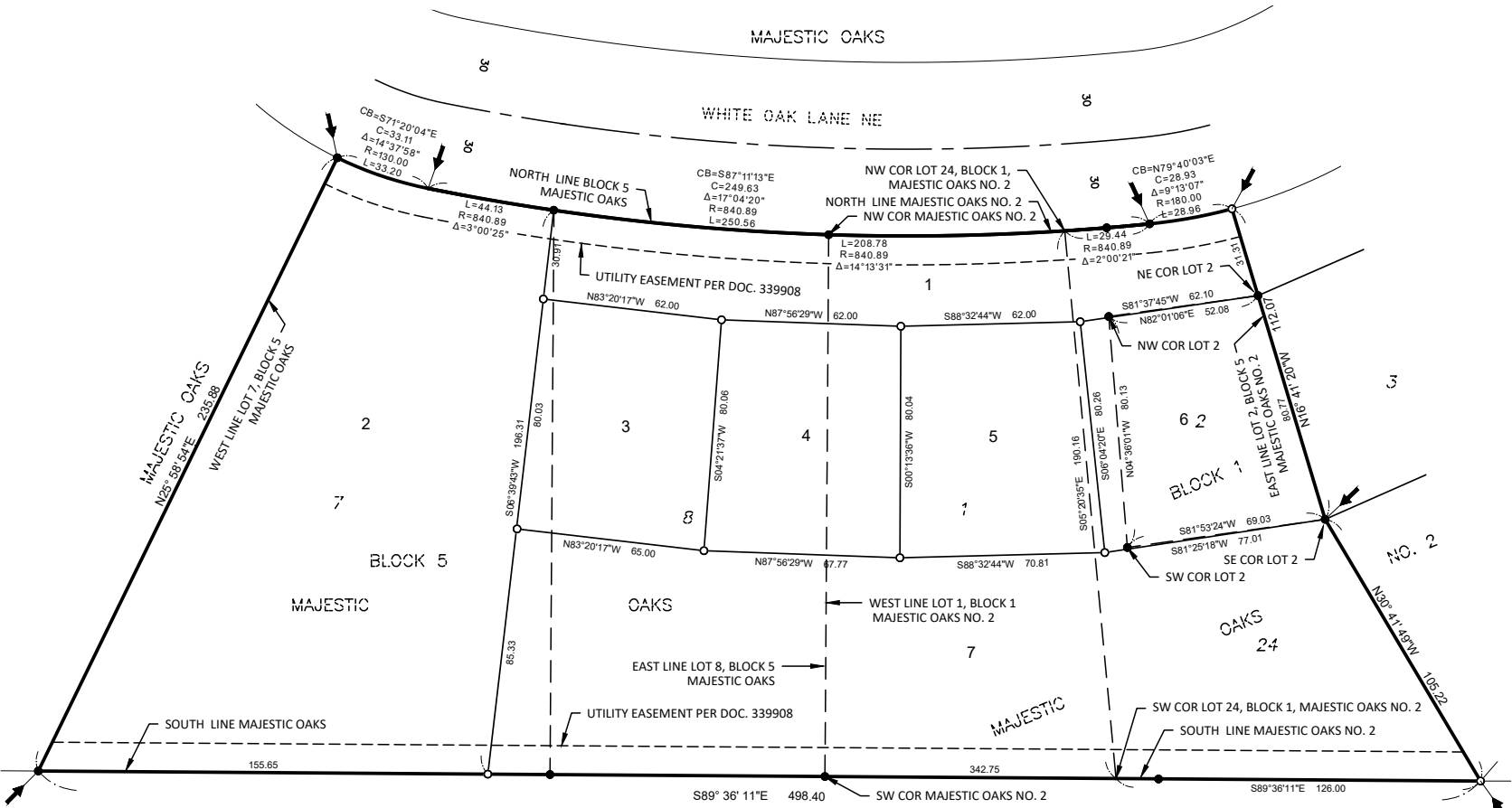
STATE OF MINNESOTA

This instrument was acknowledged before me this _____ day of _____, 2023 by Scott A. Tuchtenhagen, a licensed land surveyor.

John Henry Schulte, Notary Public, State of Minnesota
My Commission Expires January 31, 2026

This plat of MAJESTIC OAKS NO. 3 was approved and accepted by the City Council of the City of Owatonna, Minnesota at a regular meeting thereof held on the _____ day of _____, 2023, 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 _____, 2023.

Scott A. Tuchtenhagen, County Surveyor
Steele County, Minnesota

No delinquent taxes and transfer entered this _____ day of _____, 2023.

Brenda Blood, County Auditor
Steele County, Minnesota

I hereby certify that taxes payable for the year 2023 on the land hereinbefore described have been paid this _____ day of _____, 2023.

Catherine Piepho, County Treasurer
Steele County, Minnesota

Filed in the Office of the County Recorder this _____ day of _____, 2023, at _____ O'clock _____ M., in Book _____ of Plats, Page _____, as

Document Number _____

Rick G. Kvien, County Recorder
Steele County, Minnesota

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

April 28, 2023

Preliminary Plat Application for Majestic Oaks No. 3

Request Narrative

SPC/REO Development is requesting to re-plat single family property along White Oak Lane NE in order to facilitate development of “patio home” style residential construction on existing typically sized family lots. This request is made due to the market demand for this style residence.

SPC/REO also requests Lots 2-7 of the re-platted property to be re-zoned from R-1 to R-3 to suit this new use.

Prepared by: JHS5



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Sydnee Stroeing, Planning Specialist
SUBJECT: Resolution 61-23: VAR-3 Multi Family Lot Size Variance - 511 S Elm Avenue

Purpose:

Request Council approval of Resolution 61-23 for approval of VAR-3, a request from Brycen Gregor for a lot size and lot area variance request of property located at 511 S Elm Avenue. This is a 5-unit rental property in the R-5, Medium Density Residential District.

Background:

See attached. The Planning Commission recommends Council approval of the lot size and lot area variance request for the 5-unit rental property.

Budget Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 61-23 VAR-3 511 S Elm Avenue
2. Staff Report - VAR-3 with Updated Parking Proposal and PC minutes

RESOLUTION NO. 61-23

A RESOLUTION APPROVING VARIANCE VAR-3

WHEREAS, Application VAR-3, by Brycen Gregor, a request for lot size and lot area variances on a 5,439 square foot lot where 13,000 square feet is the required for minimum lot size and where 1,700 square feet is required for minimum lot area per unit for a five unit building in the R-5, Medium Density Residential District and legally described as follows:

The South 4.5 Rods of the West 73 feet of Lot 1, Block 2, Phelps Addition, Steele County, Minnesota

and

WHEREAS, The Planning Commission held a public hearing on June 27, 2023 and recommended approval of VAR-3; and

WHEREAS, on July 5, 2023, the City Council accepted and approved Variance VAR-3, as the same was approved and recommended by the Planning Commission of the City; and

WHEREAS, the City Council concurs with all of the findings of the Planning Commission and hereby makes the identical findings as referenced in the VAR-3 Staff Report.

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

1. That said variance 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 variance be and the same hereby is approved with the following provisions:
 - A) The units shall be registered with the Rental Registration program.
 - B) The property shall not contain more than 5 rental units at any one time.
 - C) All units shall be inspected and approved within the Rental Registration process.
 - D) Additional parking shall be provided as proposed by the updated parking plan, attached as Exhibit A.
 - E) The additional parking stalls shall meet all applicable City Code requirements and are subject to Erosion and Sediment Control Standards.
 - F) A Driveway permit shall be applied for and approved of prior to any modification of the existing driveway, sidewalk, or curb located on Elm Avenue South.
 - G) Verification of the official property lines to ensure the location and dimensions of the additional parking meet City Code requirements.
 - H) The parking stalls shall be installed by October 31st, 2023.

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 this _____ day of _____, 2023 with the following vote:

Aye ____; No ____; Absent ____.

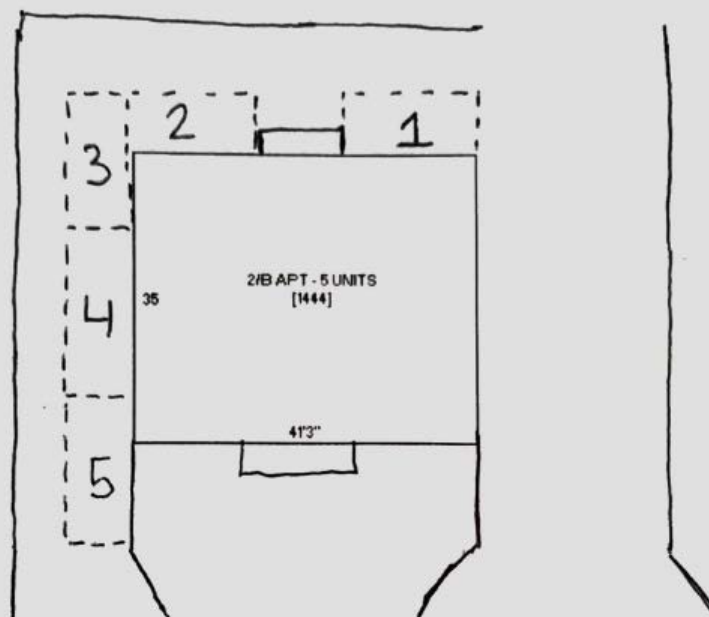
Approved and signed this _____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

Exhibit A



- Each parallel space recognized nine feet wide, 22 feet long
- Servicing aisles recognized at 15 feet

June 27, 2023

To: Planning Commission

From: Community Development Department

RE: Application VAR-3, by Brycen Gregor, a request for lot size and lot area variances on a 5,439 square foot lot where 13,000 square feet is required for minimum lot size and where 1,700 square feet is required for minimum lot area per unit for a five unit building in the R-5, Medium Density Residential District.

Application Review:

Applicant/Owner: Brycen Gregor

Location of Property: 511 Elm Avenue S

Zoning Map: R-5, Medium Density Residential District

Zoning Ordinance: Section 157.028 (A) states the minimum lot size and lot area per unit requirements for the residential zoning districts.

Report Attachments:

1. Location Map
2. Aerial Photo
3. Site Plan
4. Updated Parking Proposal
5. Application Letter
6. Other Materials

Proposed Development:

- ◆ Application VAR-3, by Brycen Gregor, a request for lot size and lot area variances on a 5,439 square foot lot where 13,000 square feet is required for minimum lot size and where 1,700 square feet is required for minimum lot area per unit for a five unit building in the R-5, Medium Density Residential District.
- ◆ Lot and Parking Requirements
 - ❖ The zoning ordinance defines a multiple-family dwelling as containing three or more units in a structure that do not share kitchen or restroom facilities.
 - ❖ Multiple-family lots with up to 12 units require a minimum lot size of 13,000 square feet in the R-5 district. Additionally, it requires a minimum lot area of 1,700 square foot of total lot size per unit and a minimum useable open space of 500 square feet per unit.
 - ❖ Based on minimum lot requirements and the current lot size of 5,439, this structure on the subject property would be allowed to have 3 units in it if the total lot size was over 13,000 square feet.
 - ❖ Parking requirements for multiple-family dwellings with one-bedroom units are one stall per unit.

- ❖ Parking space dimension requirements are a minimum of 9 feet wide by 20 feet in length. Parallel spaces require a minimum length of 22 feet.
- ◆ Building and Property Information
 - ❖ All units are one-bedroom apartments.
 - ❖ The property, as proposed, would require 5 parking stalls.
 - ❖ The applicant shows 3 parallel parking spaces along the south side of the building in the alley, and 2 spaces on the east side of the building.
 - ❖ The site plan provided by the applicant shows 8' to the alley side property line.
 - ❖ This 8' area contains an egress window well that is also 3' or 4' in total width.
 - ❖ Driveways are required to have a minimum of a 1' setback.
 - ❖ With the 8' shown by the applicant to the property line, a minimum of half of the width of the parking stall is located within the alley right of way. Due to the stalls being located within the ROW, staff does not recognize these stalls as legal.
 - ❖ The current proposed parking dimensions do not meet off-street parking code requirements.
 - Proposed parallel parking widths are only 8 feet wide where 9 feet wide is the required minimum.
 - Proposed parallel parking length is 55 feet for three spaces, leaving just over 18 feet in length per stall where 22 feet is the required minimum.
 - ❖ The lot has approximately 4,730 square feet of open space. 2,500 square feet of open space is the minimum for this lot. There is approximately 2,230 square feet of open space that could be permitted as off-street parking space subject to City review and applicable permitting.
- ◆ Non-Conforming Use
 - ❖ Zoning ordinance requires that a use that has not been there for more than 180 days be brought into full compliance with the ordinance.
 - ❖ According to the Fire Department, who administers the Rental Registration Program, the property was initially registered in 2003 with 5 units. This was renewed in 2004, 2006, 2008, 2010, and 2012. The rental license last expired in 2014. The rental license expired under the previous property owner.
- ◆ Staff has heard concerns from a neighbor regarding resident parking and emergency vehicle access being limited in the alley due to parking.
- ◆ State Statute requires that the applicant show a practical difficulty in order to be granted a variance. You also need to show that the variance requested is the minimum amount necessary to accomplish what is needed.
- ◆ A variance must stand on its own merits and may not be compared to other situations in which variances were granted.
- ◆ According to the ordinance, the Planning Commission shall make findings of fact based on the following.
 - ❖ That particular physical surroundings, shape, or topographical conditions of the specified parcel of land involved.
 - ❖ That the condition involved is unique to the particular parcel of land involved.
 - ❖ That the alleged difficulty or hardship is caused by this Ordinance and has not been created by any persons presently having an interest in the parcel.
 - ❖ That the granting of the variation will not be detrimental to the public welfare or injurious to other land or improvements to the neighborhood.

- ❖ That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or interfere with the function of the Police and Fire Departments of the City.

Staff Review:

Based on an updated parking proposal provided by the applicant, Staff is recommending approval of the request for 5 units with variances on minimum lot size and lot area.

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 5 rental units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process.
- 4) The additional parking stalls shall meet all applicable City Code requirements and are subject to Erosion and Sediment Control Standards.
- 5) A Driveway permit shall be applied for and approved of prior to any modification of the existing driveway, sidewalk, or curb located on Elm Avenue South.
- 6) The parking stalls shall be installed by October 31st, 2023.

Planning Commission

Application No. VAR-3, which is a request by Brycen Gregor for lot size and lot area variances on a 5,439 square foot lot where 13,000 square feet is required for a minimum lot size and where 1,700 square feet is required for minimum lot area per unit for a five unit building in the R-5, Medium Density Residential District, for the property located at 511 Elm Avenue South, was presented by Planning Specialist Sydnee Stroeing. (Refer to report on file.) Public hearing opened at 5:35 pm. Brycen Gregor, the applicant, said when he bought the property late last year, the rental license had been lapsed with the Rental Registration Program. A representative from the City reached out, and he went to renew it. Everything passed with the Fire Department, but was told to bring it up to the current (zoning) code and that's where some of the parking issues came in. He reached out to the church across the street about potentially leasing some spaces but hasn't heard back. The property was originally constructed by the church, and he thought that might be a good angle. The solutions that he and Sydnee have been going back on forth on potentially could work out. Wilson asked if the plan is to lose both trees and put a driveway in. Gregor said he'd like to keep the trees. There is a gas meter on the side with three parallel parking stalls, so he will implement concrete around the meter and pave right up to the tree roots. Eickhoff said he appreciated the applicant doing the right thing going through the process. He had some concerns about the site overall. He said as far as parking, he wasn't sure how someone would get out of the middle stall (Stall 4) with those trees there. He said there were a few things about the site that makes him curious how it's going to work in reality. He said he liked his approach on approaching the church across the street. He asked what the thoughts were on the middle stall and how that will work. Gregor said the tree sits to the left of the black line, and that represents the asphalt. There is a bit of a servicing aisle there. Of the nine that's required for the parking space, that would be six on the side of the building and 15 on the back part. Eickhoff said he's glad he's planning to keep the trees. Eickhoff asked if this were a high-density area, how close would this be to meeting the ordinance? Kruschke said that they're all 1,700 square feet per unit and a minimum of 13,000 square feet. Eickhoff asked if this property has been this way for 20 plus years. Stroeing said yes,

it just came up because of the nonconforming use as it had lapsed for over 180 days. Kruschke said the 180 days falls in with the State Statute. He said that his guess is that this has been a five-unit building since it was built, probably in the 1940s. The parking never came up, but there have been some complaints and issues along that alley and this is a chance to remedy that. Meier said he likes the concept and that he's doing it. He asked if it had been sitting for a while and asked if it was rented. Gregor said that the previous owner had owned it for 10-15 years and just hadn't believed in keeping it current with the rental program. Peake asked if it's fully rented out. Gregor said it is—there are five families. He said he hasn't had any concerns about parking from the residents. Andrew McGuire, 503 Elm Avenue South, the property to the north. He said he's concerned about parking stall four. As far as zoning this for five units, the parking is a major concern. He respects that the owner wants to maximize his property to get as much out of it as he can. There are cars constantly in the alley, down on the curb. He has heard from other neighbors that it's difficult to see the sidewalk as they're exiting the alley. He said hopefully this remedies that concern. As far as those trees coming down or not coming down, he said it's a cramped lot, and with the trees, parallel parking will be a concern. Public hearing closed at 5:42 pm. Effertz asked how long ago he's asked the church for the spaces. Gregor said he asked this week. Eickhoff asked if he'd be open to posting signage along the side of the building saying to not park in the alley. He said if he lived there, he could see himself parking in the alley because it's convenient. Wilson said if they requested that, they'd have to go all the way up the street because there are quite a few others parking parallel to alleys. Gregor said that the parcel cuts well into the alleyway, so half of that is his. Meier said he owns half the alley. Stroeing said that this would have to be officially surveyed as the lines on the aerial image could be shifted slightly. Meier asked if there was an easement. Kruschke said that there is a platted alley that is 16.5 feet wide through there. Based on the dimensions of the lot, with that egress well, and where the property lines are, the car is probably splitting whether it's in the alley or on the property. Wilson asked if the new proposal showing 27 feet was pretty accurate measurement on the north side. Kruschke said everything is subject to verification. We haven't required him to find any property lines. At the end of the day, the parking stall is required to be nine feet wide and we require a 12 foot minimum drive aisle. The applicant is stating that there is enough space to make that happen, and we will check it upon construction. Meier said that the people are already living there; adding a couple more parking spaces should free people up anyone having to parallel park in the alley. He said the problem is the alley, and we're adding spots on the other side. He said he didn't know that it's currently occupied, which makes a difference. Wilson said this property has been this way for years, and for him to make the adjustment, we should move on and approve it. A motion was made by Wilson and seconded by Meier to recommend City Council approval of the request for 5 units with variances on minimum lot size and lot area with the following conditions:

- 1) The units shall be registered with the Rental Registration program.
- 2) The property shall not contain more than 5 rental units at any one time.
- 3) All units shall be inspected and approved within the Rental Registration process.
- 4) The additional parking stalls shall meet all applicable City Code requirements and are subject to Erosion and Sediment Control Standards.
- 5) A Driveway Permit shall be applied for and approved of prior to any modification of the existing driveway, sidewalk, or curb located on Elm Avenue South.
- 6) The parking stalls shall be installed by October 31, 2023.

511 Elm Avenue S
City of Owatonna



June 13, 2023

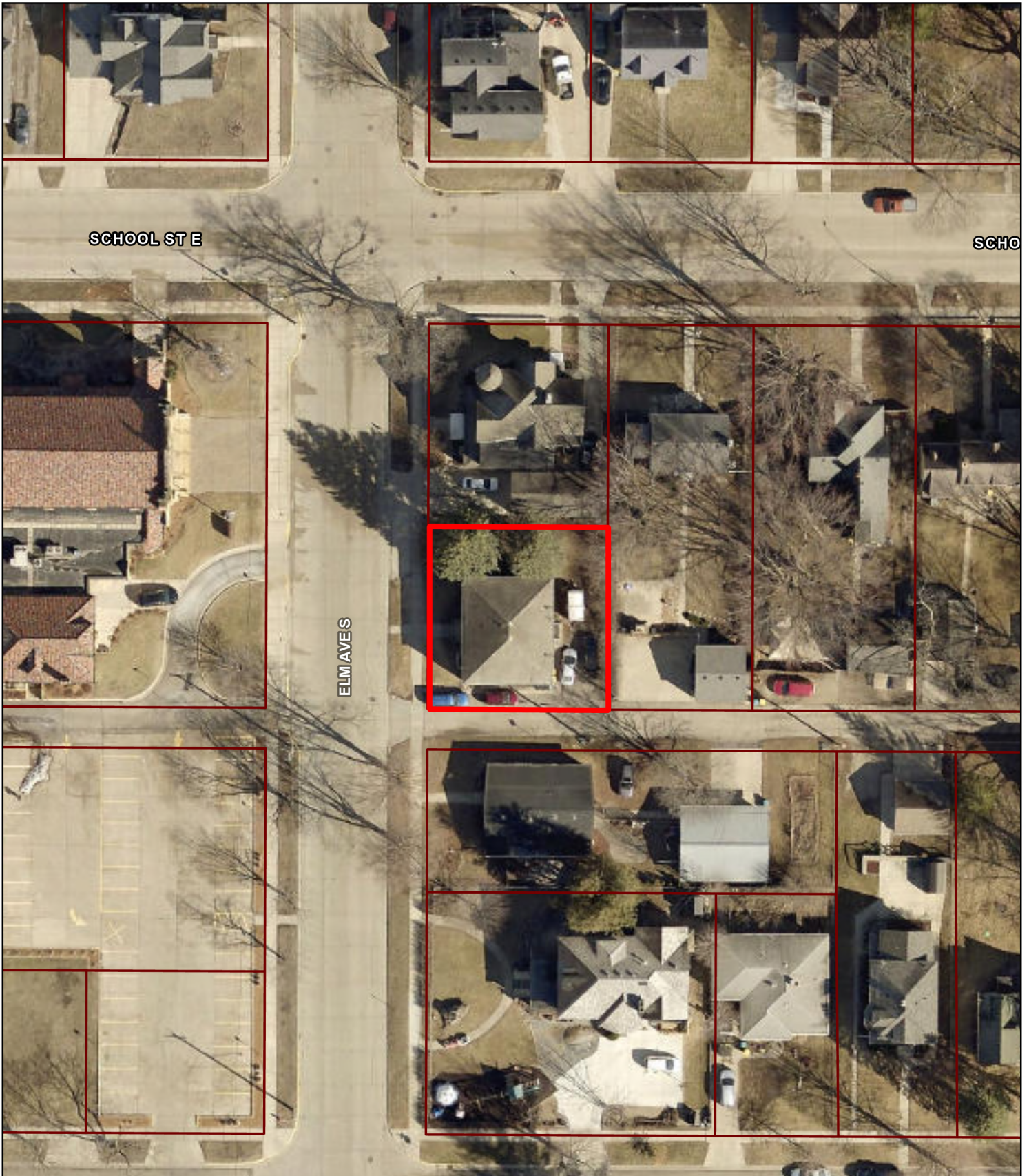
Site 



1:3,000
1 in = 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.

511 Elm Avenue S
City of Owatonna



June 13, 2023

Site 



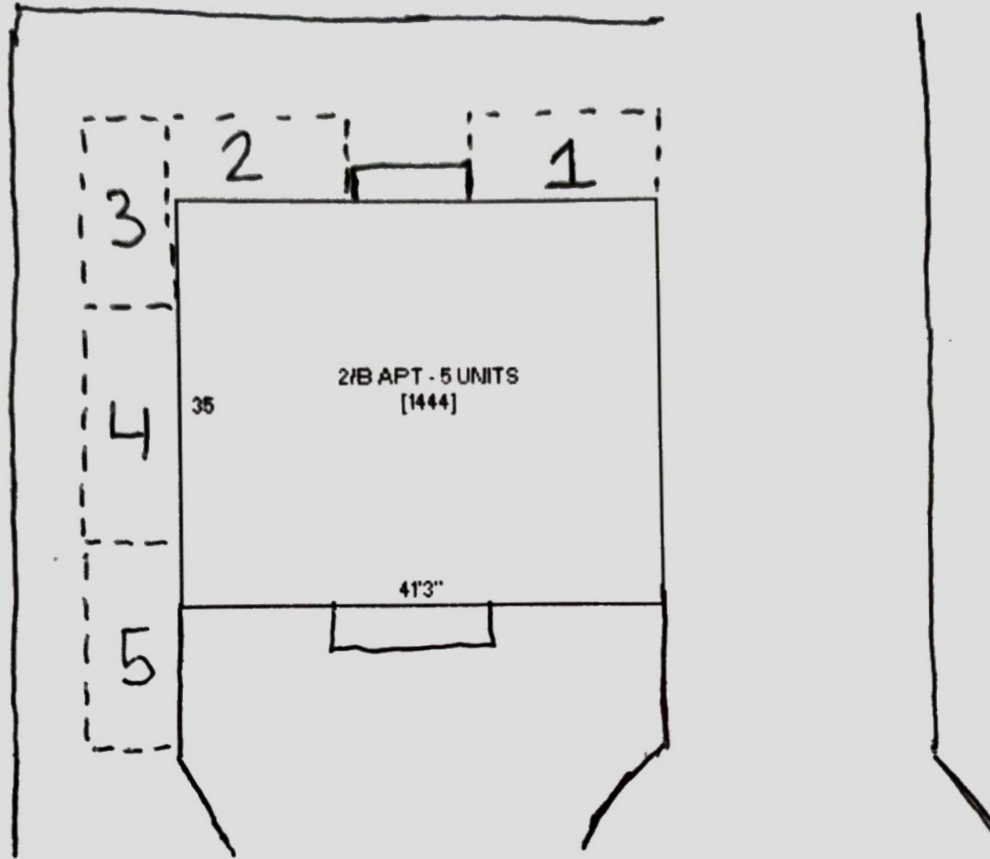
1:900
1 in = 75 ft

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.



78'

Updated Parking Proposal



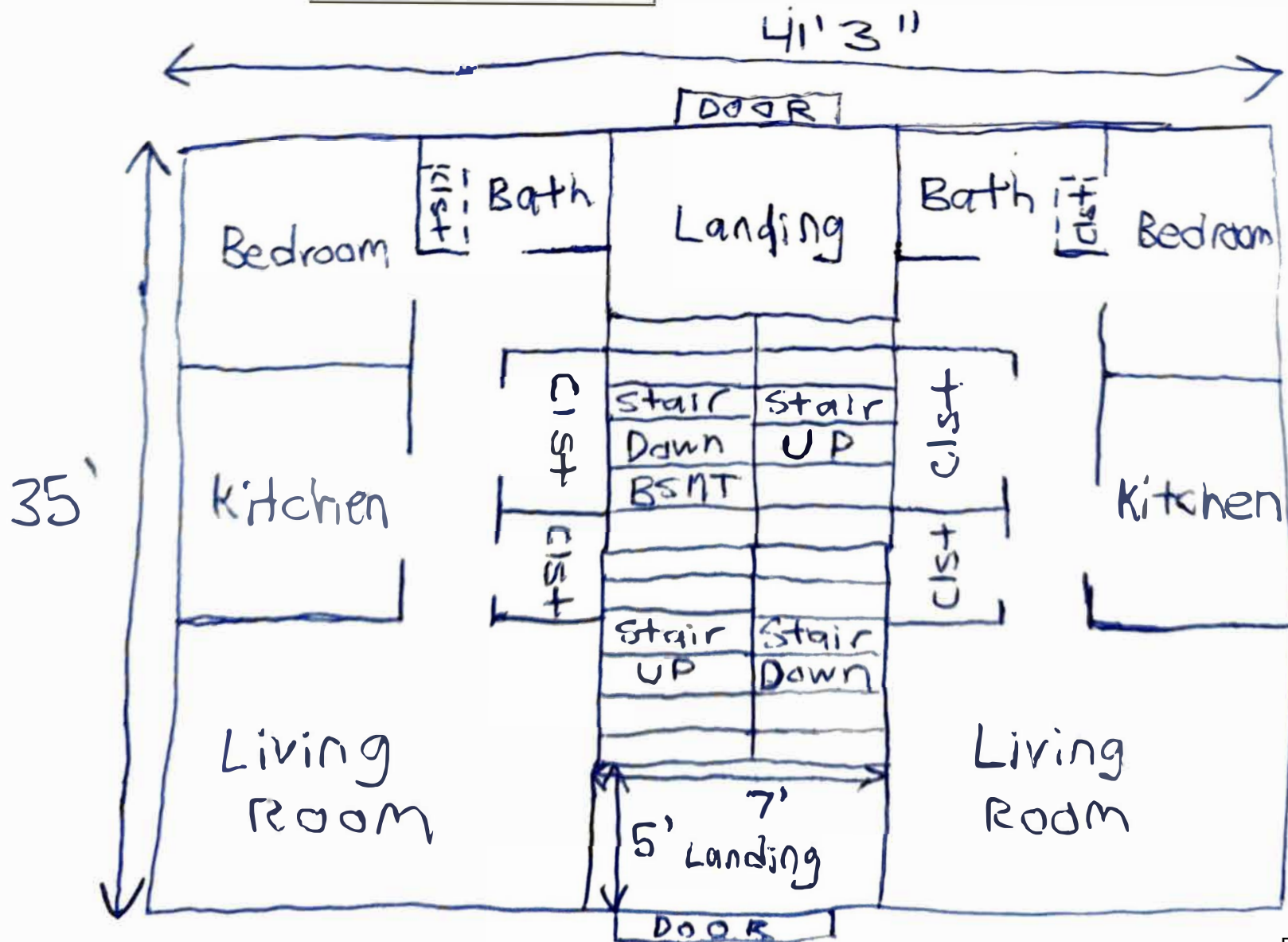
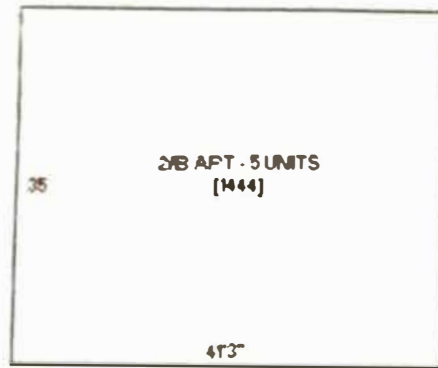
- Each parallel space recognized nine feet wide, 22 feet long
- Servicing aisles recognized at 15 feet

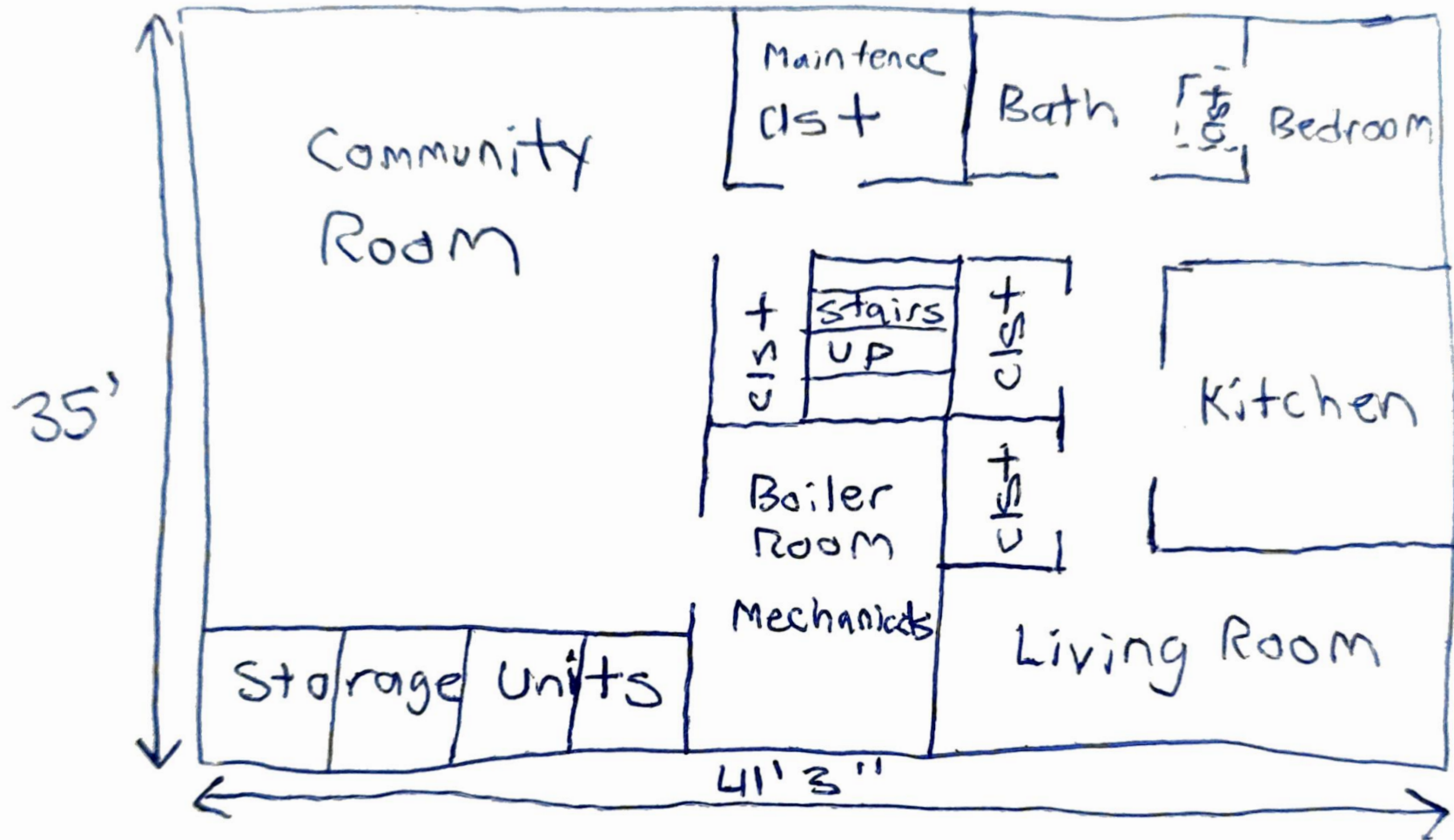


511 Elm Ave South

05.27.2023 - Brycen Gregor

This building sits in the middle of a 0.13-acre lot on the corner of Elm Avenue and the alley running perpendicular. It was constructed in 1940 and provides homes to five residents, each with an assigned parking space; three running alongside the building, in line with the alley, and two behind the building. The building has been thoroughly inspected and passed by the Owatonna Fire Department for residential rental safety and exceeded these expectations. The parcel is also recorded with the Steele County Assessor, zoned "High-Density Residential" and has a classification listed as "Apartment". There is no way to purchase any more land from either adjoining/ neighboring property to meet current lot size requirements as building structures sit immediately on the property line. The minimum (and only) reduction of lot size zoning code to allow continued use would be 7,561 sqft or 0.17 acres. Thank you for your consideration





Lower Level

All apartments identical in layout
 Top two floors identical in layout



West Exterior





South Exterior



North Exterior



North Exterior





East Exterior



Apartment Building Entrance



Apartment Unit
Entrance



Living Room



Kitchen



Kitchen





Bathroom





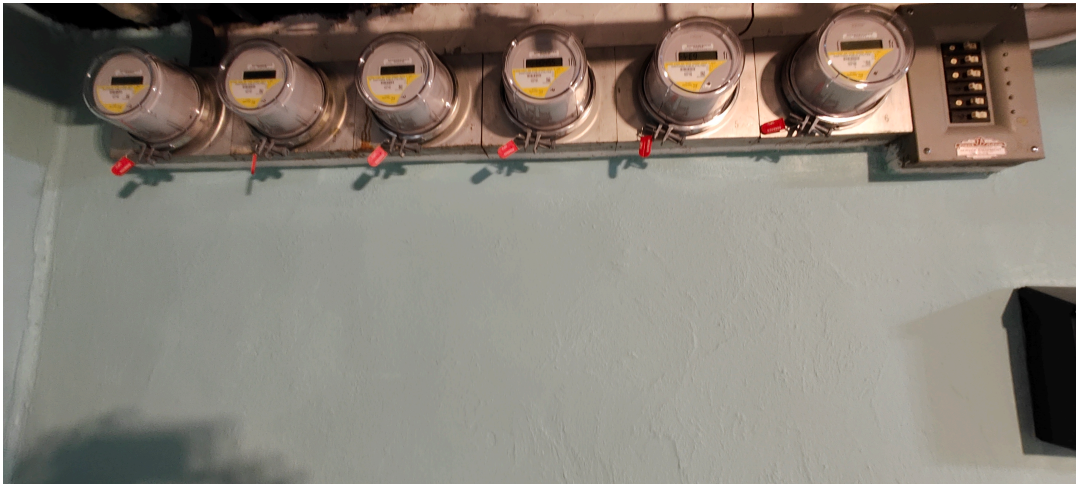
Hallway



Bedroom



Community Room



Utilities



Storage Units



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: David Beaver, Airport Manager
SUBJECT: Resolution 62-23 Airport Maintenance & Operations Grant - Minnesota
Department of Transportation

Purpose:

Council to approve Resolution 62-23 authorizing the State of Minnesota Airport Maintenance and Operation Grant Contract for the state fiscal years 2024 and 2025 (July 1, 2023 through June 30, 2025).

Background:

MnDOT Aeronautics provides grant funding to airports under the State Airport Maintenance and Operation agreements (M&O). The funding participation provides reimbursement for eligible expenses such as building repairs, mowing, equipment repair costs and utilities not to exceed an amount calculated by an airport infrastructure formula. These program funds are derived from the user-supported State Airports Fund.

Budget Impact:

The Minnesota Department of Transportation (MnDOT) Office of Aeronautics will reimburse the City of Owatonna 75% of direct, actual maintenance and operation costs of the airport, not to exceed \$69,017.00 per year. This is the same grant amount as the last M&O Agreement.

Staff Recommendation:

Staff recommends approval of Resolution 62-23.

Attachments:

1. Resolution 62-23 Airport M&O MnDOT Grant FY2024-2025
2. Airport M&O Grant FY2024-2025

RESOLUTION NO. 62-23

A RESOLUTION FOR AUTHORIZATION TO EXECUTE MINNESOTA
DEPARTMENT OF TRANSPORTATION AIRPORT MAINTENANCE
AND OPERATION GRANT CONTRACT

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

1. That the State of Minnesota Agreement Number 1053305 "Airport Maintenance and Operation Grant Contract," at the Owatonna Degner Regional Airport is hereby accepted.

2. That the Mayor and City Administrator are hereby authorized to execute this Agreement and any amendments on behalf of the City of Owatonna.

Passed and adopted this ____ day of _____, 2023, with
the following vote: Aye ____; No ____; Absent ____.

Approved and signed this ____ day of _____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A7401-MO24

State Project Number (S.P.): A7401-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Owatonna acting through its City Council (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$69,017.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$138,034.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics,
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Dave Beaver, Airport Manager
 Address: 3400 West Frontage Road, Owatonna, MN 55060
 Telephone: (507) 444-2448
 E-Mail: airport@ci.owatonna.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient’s consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.*

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



Parks, Trails, Recreation & Facilities Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Resolution 63-23: Set Date for Public Hearing to Consider Naming City Council Chambers and New Building Addition

Purpose:

Request Council approve Resolution 63-23 to set a public hearing to consider the request received to name the Council Chambers and the new building addition.

Background:

During the West Hills Commission Meeting in February, Anne Peterson and Nancy Vaillancourt, on behalf of the local State Historical Preservation Organization, requested this project be named after Charles S. Crandall, who was instrumental in bringing the State School Orphanage to Owatonna. The West Hills Commission accepted their request and recommended Council approval.

Historical information was presented to the City Council during their June 6, 2023, Study Session. The next step per City Policy for a naming request is to hold a public hearing. The Meeting Notice will be posted and published for a public hearing to be held on July 18, 2023, at 7:00 p.m. to consider this naming request.

Budget Impact:

No budget impact at this time.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Resolution 63-23 Set Date for Public Hearing to Name Council Chambers and New Building

RESOLUTION NO. 63-23

A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING TO CONSIDER
RECOMMENDATION TO NAME THE COUNCIL CHAMBERS SPACE

WHEREAS, the West Hills Commission met on February 15, 2023 and received a request to name the Council Chambers at City Hall, and

WHEREAS, during this meeting, the West Hills Commission accepted this naming request and recommend the Council proceed with the City's procedure to name a city facility. The West Hills Commission recommends the newly remodeled space be named Charles S. Crandall Center.

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

1. A hearing shall be held at a regular City Council meeting, on June 20, 2023, at 7 p.m. in the Gainey Room at the Owatonna Library regarding recommendation of the name, Charles S. Crandall Center, for the newly remodeled Council Chambers and at such time and place all persons in favor or opposing naming this facility as proposed will be given an opportunity to be heard.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed naming of the city facility to be published once in the official newspaper at least seven days prior to the hearing, and she shall state in the notice the name requested for consideration.
3. Opposition to naming this facility must be submitted via a written statement to the City Clerk prior to the hearing or the written objection must be presented to the presiding officer at the hearing identifying the reason for opposition. The naming will be delayed for at least one month to evaluate opposition.

Passed and adopted this ____ day of ____, 2023, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Parks, Trails, Recreation & Facilities Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Jenna Tuma, Parks, Trails, Recreation & Facilities Director
SUBJECT: Resolution 64-23: Set Date for Public Hearing to Name City's New Regional Park

Purpose:

Request Council approval of Resolution 64-23 to set a date for a public hearing regarding naming the new regional park.

Background:

During the May 16, 2023 City Council Meeting the Park Master Plan which recommends creation of a regional park by combining Morehouse Park, Kaplan's Woods Parkway, Kaplan's Woods, Lake Kohlmier Area and adjacent property along the Straight River. The Park Master Plan also recommends the new park name represents all four current park areas.

Several names have been suggested and the next step in naming this city-owned property is to hold a public hearing for comments.

Budget Impact:

Cost to publish the public hearing notice in the newspaper.

Staff Recommendation:

Staff recommends approval to set this public hearing during the next City Council Meeting on July 18th, which begins at 7:00 pm in the Gainey Room at the Library.

Attachments:

1. Resolution 64-23 Set Public Hearing Date - Name Regional Park Area

RESOLUTION NO. 64-23
A RESOLUTION TO SET A DATE FOR A PUBLIC HEARING
TO CONSIDER NAME FOR THE CITY'S NEW REGIONAL PARK

WHEREAS, during the May 16, 2023 City Council Meeting, a Park Master Plan was approved which recommends creation of a regional park by combining Morehouse Park, Kaplan's Woods Parkway, Kaplan's Woods, Lake Kohlmier Area and adjacent property along the Straight River. The Park Master Plan also recommends the new park name represents all four current park areas, and

WHEREAS, several names have been suggested and the next step in naming this city-owned property is to hold a public hearing for comments.

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

1. A hearing shall be held at a regular City Council meeting, on July 18, 2023, at 7:00 p.m. in the Gainey Room at the Owatonna Library regarding naming this new City Regional Park. At such time and place all persons with comment regarding naming this property will be given an opportunity to be heard.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed naming of the city facility to be published once in the official newspaper at least seven days prior to the hearing, and she shall state in the notice the name requested for consideration.
3. Opposition to naming this facility must be submitted via a written statement to the City Clerk prior to the hearing or the written objection must be presented to the presiding officer at the hearing identifying the reason for opposition. The naming will be delayed for at least one month to evaluate opposition.

Passed and adopted this ____ day of ____, 2023, with the following vote:

Aye ____; No ____; Absent ____.

Approved and signed this ____ day of ____, 2023.

Thomas A. Kuntz, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Resolution 65-23: Supporting Workforce Housing and Application for Housing Tax Credits - LWO Development, LLC

Purpose:

This memo is for the next three agenda items to support Workforce Housing and Application for Housing Tax Credits; request Council approval of two resolutions and an amendment to the Purchase Agreement with LWO Properties, LLC.

Background:

City staff are working with LWO Properties, LLC on another application for Housing tax Credits for Eastgate Apartments 2. The City partnered with the developer for the first phase of Eastgate, which consisted of 36 units of workforce housing with four of those units designated to serve homeless households. Affordable housing has been identified as a need in the community as many groups and organizations, including the United Way, have been working towards meeting this need. Eastgate Apartments and the proposed Eastgate 2 are workforce housing projects which are more affordable than market rate housing options. The proposed Eastgate Apartments 2 would have 49 units with underground parking and 3 levels of apartments with balconies. This project is proposed to have Rise Modular provide units to construct the project. This form of construction offers some advantages in the competitive scoring system for the tax credits.

Applications for tax credits through the Minnesota Housing Finance Agency are very competitive. This year the criteria for awarding tax credits requires more financial participation from cities than in the past. In this application, we are proposing that the City financially participate by providing the land for the project, which is valued at approximately \$232,000, and contributing \$330,000 for site improvements to the project. That is a total of a \$562,000 contribution to the project which we would pursue TIF funds to reimburse the City for those costs should tax credits be awarded to the project. This is similar to the first phase of Eastgate where the City contributed \$450,000 towards the project that is being paid back by TIF funds.

The City currently has a purchase agreement with LWO Properties, LLC for the property for this proposed project. We are proposing to amend the purchase agreement to align with the proposed application for tax credits.

Budget Impact:

The developer and City are submitting an application to be awarded tax credits. If we are awarded tax credits, the City would be contributing the land (\$232,000 value) and up fronting \$330,000 in site improvements. The City would be pursuing tax increment financing to be reimbursed the \$562,000 that would be contributed to the project.

Staff Recommendation:

Staff recommends approval of these resolutions of support and the amendment to the purchase agreement.

Attachments:

1. Res 65-23 Support Workforce Housing & Application for Housing Tax Credits - LWO Development, LLC
2. Res 66-23 Authorize Property Purchase and Other Assistance for Workforce Housing - LWO Development, LLC
3. Amendment to Purchase Agreement - LWO Properties, LLC

RESOLUTION NO. 65-23
A RESOLUTION DESIGNATING DEPOSITORIES FOR TRESOLUTION AUTHORIZING
PROPERTY PURCHASE AND OTHER ASSISTNACE FOR WORKFORCE HOUSING

WHEREAS, The City of Owatonna has identified a need for affordable workforce housing in the City;
and

WHEREAS, LWO Development LLC proposes to develop a 49 unit apartment building with 12-one
bedroom, 23 two-bedroom and 14 three bedroom apartments with underground parking on a parcel of
land owned by the City, just outside of Downtown; and

WHEREAS, the development requires the assistance of the City of Owatonna to be financially viable; and

WHEREAS, the Minnesota Housing Finance Agency will look favorably on local contributions; and

WHEREAS, LWO Development Limited Partnership #118 has entered into a purchase agreement with
the City of Owatonna for the property described by the following Parcel Identification Numbers:

17-389-0101 and 17-389-0106

WHEREAS, the City of Owatonna desires to financially aid the development of Eastgate II through the
sale of the property valued at \$231,745 for a purchase price of \$1; and

WHEREAS, the City of Owatonna commits to provide \$330,000 to assist with site improvements.

NOW, THEREFORE, BE IT RESPOLVED by the City Council of the City of Owatonna, Minnesota, that
the City of Owatonna hereby authorizes City staff to enter into a purchase agreement for the property
legally described by the following Parcel Identification Numbers:

17-389-0101 and 17-389-0106

Shall be sold to LWO Limited Partnership #118 for the sum of \$1. And the City of Owatonna commits to
provide \$330,000 to LWO Limited Partnership #118.

Passed and adopted this _____ day of _____, 2023, with the following vote:

Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

RESOLUTION NO. 66-23
A RESOLUTION SUPPORTING WORKFORCE HOUSING
AND APPLICATION FOR HOUSING TAX CREDITS

WHEREAS The City of Owatonna has identified a need for affordable workforce housing; and

WHEREAS, LWO Development LLC proposes to develop a 49 unit apartment building with 12-one bedroom, 23 two-bedroom and 14 three bedroom apartments with underground parking on a parcel of land owned by the City, just outside of Downtown; and

WHEREAS, local employers, the Owatonna Chamber of Commerce, Owatonna HRA and The United Way of Steel County, have all expressed an ongoing need for workforce housing; and

WHEREAS, community need for this housing is further evidenced by the market study completed in 2019 by the City of Owatonna and confirmed by the Market Study completed on behalf of LWO Development, LLC by Kinetic Valuation Group, Inc. in June of 2023; and

WHEREAS, The City of Owatonna seeks to work in cooperation with these and other community organizations to meet housing and community development needs; and

WHEREAS, The City of Owatonna affirms that the proposed development site has been identified for multi-family housing development and desires to create greater affordable housing opportunity in Owatonna.

NOW, THEREFORE, BE IT RESOLVED by the City of Owatonna, Minnesota that the City of Owatonna hereby supports "Eastgate II" and LWO Development, LLC's application for Housing Tax Credits to the Minnesota Housing Finance Agency.

Passed and adopted this _____ day of _____, 2023, with the following vote:

Aye _____; No ____; Absent ____.

Approved and signed this _____ day of _____, 2023.

ATTEST:

Thomas A. Kuntz, Mayor

Kris M. Busse, City Administrator/City Clerk

FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (this “Amendment”) is made and entered into by and the City of Owatonna, Minnesota, a Minnesota municipal corporation (the “Seller”) and LWO Properties, LLC, a Florida limited liability company (the “Buyer”), effective as of June 1, 2023.

Recitals

A. **WHEREAS**, Seller and Buyer entered into that certain Purchase Agreement dated as of March 5, 2021 (the “Purchase Agreement”).

B. **WHEREAS**, Seller and Buyer wish to amend the Purchase Agreement as further set forth herein.

Agreement

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are hereby incorporated into the body of this Amendment as if fully set forth herein.
2. **Capitalized Terms**. All capitalized terms used in this Amendment shall have the same meaning as ascribed to them in the Purchase Agreement, unless otherwise defined herein.
3. **Contingencies**. Section 3(c) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

3(c) As and for further consideration, Seller agrees to: (i) sell to Buyer the Property valued at \$231,745 by the Broker's Opinion of Value Provided by Coldwell Banker for \$1, and (ii) provide to Buyer \$330,000 in site work improvements that Buyer may reasonably determine. The Seller anticipates to receive tax increment financing funds for the Property. Seller agrees to establish a tax increment financing district and agrees to assist with the rezoning process (as residential multifamily housing) and re-plat the Property as is necessary for the development of the Project.
4. **Full Force and Effect**. The Purchase Agreement shall remain in full force and effect in accordance with its original terms and conditions, except as expressly modified by the terms of this Amendment. In the event of any inconsistency or conflict between the terms of this Amendment and the terms of the Purchase Agreement, the terms of this Amendment shall prevail.
5. **Counterparts; Facsimile Execution**. This Amendment may be executed and delivered in several counterparts, including via facsimile or other electronic

transmission, each of which shall be deemed an original and all of which shall be binding on the parties hereof

6. **Miscellaneous**. This Amendment may not be amended or modified except by a writing signed by all parties hereto. The Purchase Agreement, as amended hereby, constitutes the entire agreement between Buyer and Seller regarding the matters therein and herein, and supersedes all prior or contemporaneous agreements, understandings, proposals and other representations by and between Buyer and Seller, whether written or oral. This Amendment shall be binding on and shall inure to the benefit of the parties and their respective successors, assigns and legal representatives. The determination that any provision hereof may be void, invalid, illegal or unenforceable shall not impair any other provision hereof and all such other provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

SELLER:

CITY OF OWATONNA, MINNESOTA

By: _____
Name: Greg Schultz
Its: Council President

By: _____
Name: Kris M. Busse
Its: City Administrator

BUYER:

LWO PROPERTIES, LLC

By: Lawrence W. Olson
Its: Chief Manager



Miscellaneous



Community Development Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Troy Klecker, Community Development Director
SUBJECT: Assignment of Development Agreement - KAMP Automation LLC

Purpose:

City Council approval to assign the current development agreement with KAB Properties, LLC to KAMP Automation, LLC.

Background:

In completing the financing of the KAMP Automation Project, the lender is requesting some changes to the development agreement with the City for the project. It is being requested that the development agreement be assigned to KAMP Automation, LLC rather than keep it with KAB Properties, LLC. There is an Estoppel Certificate clarifying what both parties agree to. There is also an Assignment of Development Agreement and TIF Note and a Collateral Assignment of Development Agreement and TIF Note that needs to be signed to complete the action. The City Attorney has reviewed all of the mentioned documents.

Budget Impact:

There is no budget impact. All obligations and responsibilities spelled out in the development agreement with KAB remain the same for KAMP.

Staff Recommendation:

Staff recommends approval of the assignment of the development agreement from KAB Properties, LLC to KAMP Automation, LLC and authorize signature of related documents.

Attachments:

1. City Estoppel Certificate
2. Assignment of Development Agreement To Kamp
3. Collateral Assignment of Development Agreement To Source Lender

ESTOPPEL CERTIFICATE

This Estoppel Certificate ("Certificate") is delivered as of [July ____, 2023] ("Effective Date"), by the City of Owatonna, Minnesota, a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota ("City").

The City and KAB Properties LLC, a Minnesota limited liability company ("KAB") entered into that certain Development Agreement dated October 18, 2022 ("Development Agreement"). The Development Agreement provides for certain rights and obligations of KAB and the City with respect to the development of a manufacturing facility ("Project") on a parcel of land owned by KAB, which is legally described in the Development Agreement ("Land" and together with the Project, the "Premises"). The Development Agreement provides for certain financial assistance from the City necessary to cause KAB to develop the Project, including tax increment financing as described in the Development Agreement ("TIF Financing"). The TIF Financing is evidenced by a certain TIF Note that will be executed by the City (the "TIF Note").

Section 3.9 of the Development Agreement requires KAB to obtain the City's consent with respect to any "Transfer of Development Obligations" as defined in Section 3.9 of the Development Agreement ("City Consent Requirement"). Additionally, Section 4.3 of the Development Agreement provides the City a right of reversion with respect to the Land if KAB is in default under the Development Agreement beyond the cure period provided in the Development Agreement ("Right of Reversion").

KAB and KAMP Automation LLC, a Minnesota limited liability company ("KAMP") have entered into that certain Master Lease dated on or before the Effective Date ("Lease"). In accordance with the Lease, KAMP will lease the Premises from KAB and continue its operations on the Premises for the term of the Lease.

The City and KAMP entered into that certain Business Subsidy Agreement dated October 18, 2022 ("Subsidy Agreement"). The Subsidy Agreement provides for certain rights and obligations of KAMP with respect to its operations on the Premises.

To facilitate the development of the Project, KAB is obtaining a loan ("NMTC Loan") from MCD Subsidiary CDE 23, LLC, a New Hampshire limited liability company ("NMTC Lender") and KAMP is obtaining a loan ("Source Loan") from United Prairie Bank, a Minnesota banking corporation ("Source Lender"). To secure the NMTC Loan, in part, KAB is granting a mortgage lien in the Premises to the NMTC Lender as evidenced by that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (the "Mortgage"). To secure the Source Loan, in part, the TIF Note is being assigned to the Source Lender under a certain Collateral Assignment of Development Agreement and TIF Note, which has been consented to by the City. Accordingly, the Source Loan and NMTC Loan are evidenced and secured by various documents and instruments (collectively, "Loan Documents").

As a condition to making the NMTC Loan and the Source Loan, the NMTC Lender and the Source Lender require the City to deliver this Certificate.

The City hereby certifies and agrees, as of the Effective Date, to and with KAB, KAMP, NMTC Lender and Source Lender, who in material reliance on the certifications and agreements included in this Certificate are participating in the development and financing of the Premises, that:

1. The Development Agreement and the Subsidy Agreement are in full force and effect and have not been amended.

2. KAB and KAMP are not in default under the Development Agreement or the Subsidy Agreement; the City has not delivered any notices of default under the Development Agreement or the Subsidy Agreement; and there are no events that have occurred that with the giving of notice, the passage of time, or both, would result in a default by KAB or KAMP under the Development Agreement or the Subsidy Agreement.

3. No costs or expenses under the Development Agreement or the Subsidy Agreement payable to the City are due, past due, or otherwise currently owed such that there is a lien against the Premises.

4. For all purposes under the Development Agreement and the Subsidy Agreement, the City hereby consents to (and the Consent Requirement is met for or otherwise waived as to) the Lease, the NMTC Loan, the Source Loan, the Loan Documents, and any pledge or collateral assignment that KAB or KAMP is requested to make to the Source Lender or the NMTC Lender with respect to the Development Agreement, the Subsidy Agreement, and the TIF Financing and as further memorialized in such other documents or instruments that KAB, KAMP, NMTC Lender, Source Lender, and the City have executed as to the Development Agreement and the Subsidy Agreement.

5. The City hereby agrees that if there is a default under the Development Agreement that triggers the Right of Reversion, the City shall not exercise its Right of Reversion (a) if the outstanding balance of the Interfund Loan (as defined in the Development Agreement) is repaid in full, in which event the City agrees the City's Right of Reversion shall be released and terminated, (b) if the applicable default is other than an event of default under Section 4.1(1) or Section 4.1(2) of the Development Agreement, or (c) if the applicable default is an event of default under Section 4.1(1) or Section 4.1(2) of the Development Agreement, until (i) the City has provided the NMTC Lender and Source Lender with written notice to the addresses listed in Exhibit B of the City's intent to exercise its Right of Reversion and the nature of the default that triggered the Right of Reversion, and (ii) a 90-day period beyond any cure period that KAB has under the Development Agreement has passed and the triggering default has not been cured by KAB, KAMP, NMTC Lender, or Source Lender. For purposes of a default under Section 4.1(2), a showing, satisfactory to the City, that KAB, KAMP, NMTC Lender, or Source Lender have committed sufficient funds to complete construction and the construction will be completed on a reasonable timeline is sufficient to show that KAB, KAMP, NMTC Lender, or Source Lender have cured the default. NMTC Lender and Source Lender are not obligated to cure any default under the Development Agreement, but if Source Lender or NMTC Lender chooses to cure any default under the Development Agreement, then the City will accept such cure as if tendered by KAB. Upon payment in full of the Interfund Loan, the City shall record a document satisfactory to NMTC Lender and Source Lender evidencing the release and termination of the City's Right of Reversion.

6. The City hereby agrees that there are no administrative costs (as described in Section 4.7(4) of the Development Agreement) associated with the delay in the start of

construction from the date described in Section 2.2(11) of the Development Agreement and that no administrative costs are anticipated if construction is completed by March 31, 2024.

7. The City hereby agrees that: (a) the date listed in the definition of Termination Date in the Development Agreement is December 31, 2032; (b) the dates listed in Section 3.4 of the Development Agreement are July 15, 2024, December 15, 2024, and December 15, 2032, respectively; (c) the year listed in Section 3.7 of the Development Agreement is 2032; and (d) the date listed in Section 3.10(3) is October 18, 2022.

8. The City hereby acknowledges that it has approved the construction plans for the Site Improvements (as defined in the Development Agreement).

9. The City hereby subordinates the Development Agreement to the Mortgage.

10. The City agrees that the obligations of the Developer, and the rights of the City with respect to the commencement of construction and completion of the Site Improvements, in all respects, are subordinate to the rights of the NMTC Lender under the Mortgage.

11. The City hereby agrees to provide NMTC Lender and Source Lender copies of any notices provided in accordance with Section 5.3 of the Development Agreement and Section 16 of the Subsidy Agreement at the addresses shown on Exhibit A of this Certificate.

12. The City hereby agrees that it will not change or amend the Development Agreement or the Subsidy Agreement without the prior consent of the NMTC Lender and the Source Lender. To the extent there is a conflict between the terms of the Development Agreement or the Subsidy Agreement and the terms of this Estoppel Certificate, the terms of this Estoppel Certificate shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed and delivered this Certificate as of the day and year first above written.

CITY OF OWATONNA, MINNESOTA

By: _____
Thomas A. Kuntz, Mayor

By: _____
Kris M. Busse, City Administrator

EXHIBIT A
NOTICE ADDRESSES

NMTC LENDER:

MCD Subsidiary CDE 23, LLC
c/o Mascoma Community Development, LLC
80 South Main Street
Hanover, NH 03755
Attention: Deborah Blanc, Director of Asset Management
Email: deborah.blanc@mascomabank.com

With a copy to:

Spencer Fane LLP
1 North Brentwood Boulevard, Suite 1200
St. Louis, MO 63105
Attention: Frederick W. Miller, Esq.
Email: fmiller@spencerfane.com

With a copy to:

U.S. Bancorp Community Development Corporation
1307 Washington Ave., Suite 300
St. Louis, MO 63103
Attn: Director of Asset Management – NMTC, Project #28785
Email: USBCDCNewMarkets@usbank.com

With a copy to:

Twain Investment Fund 736, LLC
c/o Twain Financial Partners LLC
2200 Washington Avenue
St. Louis, MO 63103
Attn: General Counsel, Project #28785
Email: Twain.GeneralCounsel@twainfinancial.com

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
Attn: Jarrod Sharp
Email: jsharp@thompsoncoburn.com

SOURCE LENDER:

United Prairie Bank
Attn: Nate Bastian
110 West Rose Street
Owatonna, MN 55060

ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE (“Assignment”) is made and executed as of the [____] day of July, 2023 (the “Effective Date”) by and between the CITY OF OWATONNA, MINNESOTA (the “City”), KAB PROPERTIES LLC, a Minnesota limited liability company (the “Developer”), and KAMP AUTOMATION LLC, a Minnesota limited liability company (the “Assignee”).

RECITALS

A. The City and the Developer have entered into that certain Development Agreement dated October 18, 2022 (the “Development Agreement”), pertaining to the development of certain Site Improvements (as defined in the Development Agreement) on the property with a street address of 2540 Lemond Street SW, Owatonna, Minnesota and legally described on Exhibit A attached hereto and hereby made a part hereof.

B. Pursuant to the Development Agreement, the City is to execute that certain Tax Increment Revenue Note in the principal amount of up to \$1,362,891 (the “TIF Note”) upon compliance with the terms and conditions of the Development Agreement.

C. The Developer has agreed to assign the Development Agreement and TIF Note to the Assignee, and the City has consented to the assignment, subject to the terms and conditions set forth in this Assignment.

AGREEMENT

IN CONSIDERATION of the foregoing premises and the mutual covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Developer hereby assigns to the Assignee all of its right, title and interest under and pursuant to the Development Agreement and the TIF Note, when issued, including, but not limited to, the right to receive payments under the TIF Note. The Assignee hereby accepts such assignment, and in consideration therefor, hereby expressly assumes all obligations and liabilities of the Developer under the Development Agreement and accepts the delegation to the Assignee of all duties of the Developer under the Development Agreement. The Developer and the Assignee agree that, from and after the date hereof, the Developer shall have no further obligations with respect to the Development Agreement.

2. The Developer hereby represents and warrants to the Assignee that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement is and the TIF Note will be valid enforceable agreements and that neither the Developer nor the City is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

3. The City hereby consents and agrees to the terms and conditions of this Assignment and, specifically, that the conditions under Section 3.9 of the Development Agreement have been satisfied or otherwise waived by the City. The City represents to the Assignee that the Development Agreement is, and upon issuance the TIF Note will be, valid agreements and that neither of the City nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

4 The City hereby approves (i) the assignment by the Developer of its rights under the Development Agreement and the TIF Note to the Assignee and (ii) the assumption by the Assignee of the Developer's obligations under the Development Agreement pursuant to the terms of this Assignment.

5. The City hereby represents to the Assignee that the making, execution, delivery and performance of this Assignment by the City has been authorized by all necessary action of the City, and that this Assignment is the valid and binding obligation of the City, enforceable against the City and its respective successors and assigns in accordance with its terms.

6. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and remedies of the City contained in the Development Agreement.

7. This Assignment shall be binding upon the City, the Developer and the Assignee and their respective successors and assigns and shall inure to the benefit of and may be enforced by the Assignee and its successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Signature Page Follows]

KAMP Automation \$5,704,000 Loan
Signature Page to Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

CITY:

CITY OF OWATONNA, MINNESOTA

By _____

Its _____

KAMP Automation \$5,704,000 Loan
Signature Page to Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

DEVELOPER:

KAB PROPERTIES LLC, a Minnesota limited liability company

By _____

Its _____

KAMP Automation \$5,704,000 Loan
Signature Page to Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

ASSIGNEE:

KAMP AUTOMATION LLC, a Minnesota limited liability company

By _____

Its _____

SCHEDULE A

[LEGAL DESCRIPTION]

26663369v1

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE (“Assignment”) is made and executed as of the [____] day of July, 2023 (the “Effective Date”) by and between the CITY OF OWATONNA, MINNESOTA (the “City”), KAMP AUTOMATION LLC, a Minnesota limited liability company (the “Borrower”) and UNITED PRAIRIE BANK, a Minnesota banking corporation (“Lender”).

RECITALS

A. The City and KAB PROPERTIES LLC, a Minnesota limited liability company (the “Developer”) entered into that certain Development Agreement dated October 18, 2022 (the “Development Agreement”), pertaining to the development of certain Site Improvements (as defined in the Development Agreement) (collectively, the “Improvements”) on the property with a street address of 2540 Lemond Street SW, Owatonna, Minnesota and legally described on Exhibit A attached hereto and hereby made a part hereof (the “Land”, and, together with the Improvements, the “Project”).

B. Pursuant to the Development Agreement, the City is to execute that certain Tax Increment Revenue Note in the principal amount of up to \$1,362,891 (the “TIF Note”) upon compliance with the terms and conditions of the Development Agreement.

C. By that certain Assignment of Development Agreement and TIF Note, of even date herewith (the “Assignment to Borrower”), the Development Agreement and the TIF Note was assigned by the Developer to the Borrower.

D. The Borrower is indebted to the Lender (the “Loan”) as memorialized in that certain Loan Agreement of even date herewith by and between the Borrower and the Lender (the “Loan Agreement”) and is evidenced by the Borrower’s execution and delivery to the Lender of a Promissory Note in the principal amount of \$5,704,000, of even date herewith (together with all modifications, amendments, renewals, extensions, restatements and replacements thereof, the “Note”).

E. The Borrower has agreed to assign the Development Agreement and TIF Note to the Lender to secure the repayment of the Loan, and the City has consented to the assignment, subject to the terms and conditions set forth in this Assignment.

AGREEMENT

IN CONSIDERATION of the foregoing premises and the mutual covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Borrower hereby assigns to the Lender all of its right, title and interest under and pursuant to the Development Agreement and the TIF Note, when issued, including, but not limited to, the right to receive payments under the TIF Note to secure the Borrower's obligations under the Note and the Loan Agreement.

2. To perfect the Lender's security interest in the TIF Note, upon satisfaction of all conditions under the Development Agreement to the issuance of the TIF Note, the City shall send the original TIF Note to the Lender at the address set forth in Section 17 hereof.

3. The Borrower hereby represents and warrants to the Lender that there have been no prior assignments of the Development Agreement and TIF Note (with the exception of the Assignment to Borrower), that the Development Agreement is and the TIF Note will be valid enforceable agreements and that neither the Developer (as the original counterparty), Borrower nor the City is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Borrower hereby agrees not to further sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Assignment is in effect. The Borrower hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to, after an Event of Default (as defined in the Loan Agreement), demand, receive and enforce the Borrower's rights with respect to the Development Agreement and the TIF Note for and on behalf of and in the name of the Borrower or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Borrower could do if this Assignment had not been made.

4. The Borrower hereby agrees to, following satisfaction of all conditions under the Development Agreement to the issuance of the TIF Note, upon request of Lender, execute and deliver an allonge endorsement to the TIF Note in favor of the Lender to the address set forth in Section 17 hereof.

5. This Assignment shall constitute a perfected, absolute and present assignment, provided notwithstanding anything to the contrary contained herein, that the Lender shall have no right under this Assignment to enforce the provisions of the Development Agreement or the TIF Note or exercise any rights or remedies under this Assignment until an Event of Default (as defined in the Loan Agreement) shall occur and be continuing.

6. Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Borrower under any other instrument, document or agreement, exercise its rights under this Assignment as the Borrower's attorney-in-fact in any manner permitted by law and in addition the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted

in the State of Minnesota. If notice to the Borrower of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action. Any payments received by the Lender pursuant to the TIF Note shall be applied by the Lender against amounts owed by the Borrower under the Note and the Loan Agreement.

7. The City hereby consents and agrees to the terms and conditions of this Assignment and, specifically, that the conditions under Section 3.9 of the Development Agreement have been satisfied or otherwise waived by the City. The City represents to the Lender that the Development Agreement is, and upon issuance the TIF Note will be, valid agreements and that neither the City, Developer (as the original counterparty), nor the Borrower is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

8. The City hereby acknowledges that it has approved the construction plans for the Site Improvements (as defined in the Development Agreement).

9. [Purposely Blank]

10. [Purposely Blank]

11. [Purposely Blank]

12. The City hereby agrees to provide the Lender with copies of any notice of default given under the Development Agreement, and that the Lender shall have the right, but not the obligation, to cure any such default within the time period specified in the Development Agreement.

13. The City hereby approves the assignment by the Borrower of its rights under the Development Agreement and the TIF Note to the Lender pursuant to the terms of this Assignment.

14. The parties hereto hereby agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of the Lender.

15. The City and the Borrower acknowledge that the Lender is not a party to the Development Agreement, and the Lender shall not, by executing this Assignment or by exercising its rights and remedies hereunder or the Loan Agreement, incur any obligations of any kind or otherwise be or become liable to the City or anyone, whether under the Development Agreement or otherwise; nor shall the City, by executing this Assignment, incur any obligations of any kind or otherwise be or become liable to the Borrower or the Lender or anyone, whether under the Loan Agreement or otherwise.

16. The City hereby represents to the Lender that the making, execution, delivery and performance of this Assignment by the City has been authorized by all necessary action of the City, and that this Assignment is the valid and binding obligation of the City, enforceable against the City and its respective successors and assigns in accordance with its terms.

17. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, and addressed as indicated below. The City, the Borrower and the Lender may, by written notice by each to the others, designate any other address or addresses to which notices, certificates or other communications to them may be sent. Unless otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

TO THE CITY:

CITY OF OWATONNA, MINNESOTA
540 West Hills Circle
Owatonna, MN 55060
Attn: City Administrator

TO THE BORROWER:

KAMP AUTOMATION LLC
280 University Avenue SE
Waseca, MN 56093

KAMP AUTOMATION LLC
2540 Lemond Street SW
Owatonna, MN 55060

TO THE LENDER

UNITED PRAIRIE BANK
Attn: Nate Bastian
110 West Rose Street
Owatonna, MN 55060

18. The City agrees that in the event a purchaser at foreclosure sale acquires title to the Project pursuant to a foreclosure sale or a deed in lieu thereof, then the Development Agreement and TIF Note may be assigned to the purchaser or such other party by the Lender and the purchaser or such other party shall then be entitled to all rights conferred upon the Borrower under the Development Agreement and the TIF Note, provided that no condition of default exists and remains uncured beyond any applicable cure periods under the Development Agreement and provided such party complies with all requirements under the Development Agreement.

19. This Assignment may be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by the Lender. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

20. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and remedies of the City contained in the Development Agreement.

21. This Assignment shall be binding upon the City, the Borrower and the Lender and their respective successors and assigns and shall inure to the benefit of and may be enforced by the Lender and its successors and assigns.

22. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Signature Page Follows]

KAMP Automation \$5,704,000 Loan
Signature Page to Collateral Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

CITY:

CITY OF OWATONNA

By _____

Its _____

KAMP Automation \$5,704,000 Loan
Signature Page to Collateral Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

BORROWER:

KAMP AUTOMATION LLC, a Minnesota limited liability company

By _____

Its _____

KAMP Automation \$5,704,000 Loan
Signature Page to Collateral Assignment of Development Agreement and TIF Note

IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment as of the day and year first above written.

LENDER:

UNITED PRAIRIE BANK, a Minnesota banking corporation

By _____
Nate Bastian
Its: Market President

SCHEDULE A

[LEGAL DESCRIPTION]

26663376v1



Administration Department

DATE: July 5, 2023
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Specialist
SUBJECT: Application - On-Sale Liquor License w/Sunday Sales - Roma's

Purpose:

Request Council approval for a new liquor license application received from Craig Korvela for Roma's Italian Eatery LLC to do business as Roma's.

Background:

The renovation project of the former Jerry's Restaurant at 203 N Cedar Avenue is nearing completion. Roma's is preparing to open later this month or early in August as they are waiting for delivery of some needed items. They request this liquor license become effective as soon as they are eligible, so they may begin ordering their liquor stock. This license, when approved, will be valid for the duration of the current licensing period, which ends June 30, 2024.

City Building Officials and the MN Department of Health have completed walk-through inspections. Ken Beck, City Building Official, requests this license be approved contingent on issuance of the Final Certificate of Occupancy.

A background verification was completed and Chief Mundale has no objection to issuance of this new license. We have received a Certificate of Insurance for their Liquor Liability and a diagram of the area to be covered with this new license.

Budget Impact:

\$3,350.00 received for fees for the license application, background verification and annual On-Sale Liquor License w/Sunday Sales.

Staff Recommendation:

Staff recommends approval contingent on issuance of the Final Certificate of Occupancy.

Attachments:

None