AUSTIN PORT AUTHORITY

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Austin, MN 55912-3773
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507-437-9940
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AGENDA

PORT AUTHORITY
WEDNESDAY, APRIL 22, 2026
CITY HALL COUNCIL CHAMBERS
4:30 PM

1. Roll Call

2. Approval of Minutes of the January 28, 2026 meeting

3. Approval of Claims for Payment – January 1, 2026 – March 31, 2026

4. Review of March 30, 2026 Unaudited Financial Statements

5. Britten Swanson Truck Wash
   5a. Discussion of the sale of 5 acres of real property at the 25 acre site located at 34.905.0101

6. Any Other Business

7. Adjourn

MINUTES

PORT AUTHORITY SPECIAL MEETING
WEDNESDAY, JANUARY 28TH 2026
5:00 P.M.
CITY COUNCIL CHAMBERS

Members Present: **Steven Leif, Jeff Austin, Geoff Smith, Tim Ruzek, Kris Heichel President Jason Baskin (5:37 P.M.)**

Members Absent: **Lee Bjorndal**

Staff Present: **Port Authority Executive Director Craig Clark, Port Authority Attorney Craig Byram, Port Authority Assistant Treasurer Emily Burns, Port Authority Secretary Brianne Wolf**

Others Present: **Austin DCA President John Garry, Austin DCA Vice President of Business and Community Development Nan Hanegraaf, Austin Daily Herald Staff Eric Johnson**

Commissioner Jeff Austin called the meeting to order at 5:01 p.m.

<u>Item #2. – Approval of Minutes from the December 3, 2025 and January 7, 2026 meetings:</u>

Motion by Commissioner Heichel, seconded by Commissioner Smith approving the minutes from the December 3, 2025 and January 7, 2026 meetings. Carried.

<u>Item #3. – Approval of Claims for Payment – November 21, 2025 – December 31, 2025:</u>

Motion by Commissioner Ruzek, seconded by Commissioner Smith approving the claims from November 21, 2025 – December 31, 2025. Carried.

<u>Item #4. – Review of September 30, 2025 Unaudited Financial Statements:</u>

Assistant Treasurer Emily Burns stated the Finance Department is currently working through the last Quarter of 2025 statements with the transitions in the Finance Department. She stated since not all transactions have been posted as of December 31st. They will have those reports available at the next meeting. She stated what was provided was the same information as the last meeting with no edits since.

<u>Item #5. – DCA Strategic Planning</u>

Director Craig Clark stated collaboration with the Austin DCA continues to support Austin's economic development. He introduced Austin DCA President John Garry to discuss the outcomes of Austin DCA's strategic planning session and latest efforts.

Austin DCA President John Garry stated instead of starting a plan from scratch, Austin DCA tried to base their strategic plan on both the City's and County's existing Comprehensive Plans.

Mr. Garry stated there was a survey which asked what top priorities are and what would make Austin more attractive. There were also questions geared toward downtown. There were hundreds to thousands of responses to the survey.

The SEH consultants and people who work with them (planning/action committee) identified 12 opportunities for growth: Retaining/expanding businesses, attracting businesses that compliment Austin's character, attracting and retaining young professionals, regional collaboration, strengthen downtown, food city concept, business incubator, tourism, economic development/expanding housing, a downtown hotel, intermodal transportation hub (airport, rail, highway) and local collaboration.

The DCA identified which of these are most core to DCA's purpose: Retaining/expanding businesses, attracting businesses that compliment Austin's strengths, and a downtown hotel. The DCA is partnering with the Austin Chamber of Commerce to do some visits of current businesses to gather a sense of how things are going.

Austin DCA Vice President of Business and Community Development Nan Hanegraaf spoke about streamlining a "landing page" on the internet so that all three entities of Discover Austin, the Austin DCA/Impact Austin and the Austin Chamber of Commerce are linked and not all in separate places.

Item #6. – Downtown Easement Sign Committee/BEEP:

Austin Housing & Redevelopment Authority Taggert Medgaarden requested feedback on the proposed sign committee. Mr. Medgaarden laid out more details and is seeking approval for the committee to take on the role as outlined in his proposal. Commissioners Heichel, Smith and Austin all indicated they would like to relinquish this authority to the sign committee as proposed, but thought it would be ideal to have a member of the Port Authority on the committee to maintain consistency. This is not something they view as a requirement, but rather a suggestion. A motion for approval was made by Commissioner Smith to approve the delegation of sign review to the sign committee as proposed. Carried.

Item #7. – Waiver of Restrictions to the Contract for Private Development of 34.524.0010:

Director Craig Clark stated representatives of Carrington Capital Investments LLC (owners of the former Younkers building) in previous development on the Oak Park Mall had a TIF agreement on that project and there is a memorandum of contract for private development which restricts any use of the property that would make it tax exempt.

Mr. Clark stated an interested party is looking to lease a portion of the building. They plan to divide it into two sections: one will occupy 21,500 square feet, leaving an additional space of 18,500 square feet available for another tenant. The organization interested in leasing the space is Goodwill Industries, which is known as a charitable organization. They anticipate investing $2 million plus on the remodel and preparing the build-out of the facility. They want to make sure those investments are protected. As a result, they have requested a modification to clarify that they are permitted to proceed without putting the property tax payments or the TIF agreement at risk. Our primary responsibility here, apart from ensuring compliance with the current zoning code, is to oversee the TIF, which is currently in effect. If the TIF were to terminate or expire, we would lose the ability to regulate who occupies the facility. Nevertheless, due to the charitable provision, we need to provide them with some assurance. Attorney Byram has reviewed this matter. The Port Authority is being asked to sign the agreement with the understanding that, as long as the lease and use do not result in the property becoming tax-exempt, the Port Authority will be adequately protected.

A motion for approval was made by Commissioner Austin, seconded by Commissioner Heichel. Carried.

Item #8. – Strategic Roadmap Updates/Executive Director Report:

President Baskin provided background on how the strategic roadmap was developed to update the new Port Authority member, Commissioner Leif. Director Craig Clark stated he has been in communication with the City of Hutchinson for their input on helping Austin to develop a Growth Area Plan similar to Hutchinson's. Mr. Clark stated, to position Austin for future economic growth, he would like to consider creating a growth master plan. In speaking with consultants at SEH, the cost for a growth master plan is in the range of $60,000-$80,000, if the Port Authority is interested in moving forward. Mr. Clark stated the Port Authority may also solicit proposals from other companies.

Mr. Clark stated efforts continue on the 13-acre I-90 Business Park and the EPA Brownfield Grants. He reiterated the property has environmental concerns, so the priority will be to ensure the property is positioned for use.

Mr. Clark stated the structural assessment for the Walker Building's reroofing project is being signed by President Baskin to both protect the investment and take care of the tenant. Mr. Clark stated he still has not found anyone to help evaluate lease terms on the Walker Building. He stated these efforts will continue.

Mr. Clark stated Creekside Business Park/Nu-Tek property is part of strategic imperative 1 and there is nothing new to report for other possible tenants and exercising that right of first refusal or option to purchase that the Port Authority has approved in the past. Austin Utilities has a designated site for a future water tower and is assessing the water reservoir to determine whether to move forward with construction at that location. There may be a road built through Creekside, but there are many sewer-related considerations before it could be done. It would also be very costly, and Mr. Clark proposed a service road instead.

President Baskin summarized what he felt were action items for the Port Authority to follow up on. First, the Growth Master Plan: Mr. Clark is seeking Port Authority feedback on whether we want to pursue it. Commissioner Ruzek would like DCA's feedback on how this fits in with existing plans. John Garry of Austin DCA stated that, for commercial and residential developers, the Growth Master Plan would be very appealing and reassuring. Commissioner Heichel wants to know what kind of marketing plan would be in place if we were to pay $60,000-$80,0000 to create a Growth Master Plan. President Baskin proposed tabling the idea for the next two quarters to allow the Port Authority to finish its Comprehensive Plan, and we also have the DCA Strategic Plan. He feels that at that point, the Port Authority could reassess whether it is necessary, as well as consider how to integrate all that information and market it effectively.

Commissioner Ruzek raised concerns about the need for environmental cleanup/mitigation at both the 13- and 25-acre Port Authority-owned sites. He feels efforts have been initiated on those projects, and they need to find out whether there are grants/mitigation funds before investing $60,000-$80,000 in a plan focused on developing those areas if they can't be mitigated first.

President Baskin proposed this is revisited at the next Port Authority Meeting.

Item #9. - Closed session under Minnesota Statute 13D.05, subd. 3(c) for the purpose of discussing the sale of 5 acres on the north section of the 25 acre parcel (34.905.0101)

Motion by Commissioner Austin to close the meeting pursuant to Minnesota Statute 13D.05, subd. 3(c) for the purpose of discussing the sale of 5 acres on the north section of the 25 acre parcel (34.905.0101), seconded by Commissioner Ruzek. Carried.

CLOSED SESSION begins at 6:13 P.M. – See DVD of Closed Session.

Motion by Commissioner Austin, seconded by Commissioner Ruzek to open the closed meeting at 6:46 p.m.

Motion by Commissioner Austin, seconded by Commissioner Heichel, to adjourn the meeting at 6:46 p.m. Carried.

Approved: ______________________________

President: ______________________________

Secretary: ______________________________

1/1/2026 - 3/31/2026

Check #	Date	Amount	Supplier / Explanation	PO#	Doc No	Inv No	BU	Obj	Sub	Subledger	Account Description	BU Description	Co	Dept	Div
90153	**3/26/2026**		**102509 CHARTER COMMUNICATIONS**												
		45.13	WALKER BLDG	00127813	154526	175464801031426	46560	6321			Communications	Port Authority Walker Bui	66000	115	
		45.13													
90176	**3/26/2026**		**100613 GRAINGER**												
		34.50	TEMP LIMIT CONTROLLER/BELT	00127833	154592	9842578222	46560	6402			Repair and Maint. - Structur	Port Authority Walker Bui	66000	115	
		34.50													
90252	**3/26/2026**		**108583 WHKS & CO**												
		875.61	WALKER BLDG ROOF	00127855	154576	57151	46560	6402			Repair and Maint. - Structur	Port Authority Walker Bui	66000	115	
		875.61													

66000	Port Authority Property Mgmt.	955.24
	Report Totals	955.24

(UNAUDITED)

AUSTIN PORT AUTHORITY
PROPERTY MANAGEMENT FUND
GENERAL
SCHEDULE OF REVENUES, EXPENSES,
AND CHANGES IN NET ASSETS
For the Three Months Ended March 30, 2026

		3 Months 3/30/2026
OPERATING REVENUES	$	-
OPERATING EXPENSES		
ADMINISTRATIVE AND GENERAL		
Legal and Appraisals	$	-
Miscellaneous Expense		-
Board Member Compensation		245.00
Professional Services and Consulting		1,293.75
Improvements Other Than Buildings (Main Street)		-
Improvements Other Than Buildings (Creekside infrastructure costs)		-
Insurance		275.00
Property taxes		-
Postage and Freight		0.74
Utilities		20.76
Total Administrative and General Expenses	$	1,835.25
Depreciation	$	-
Total Administrative and General Expenses	$	1,835.25

OPERATING LOSS	$	(1,835.25)
NON-OPERATING REVENUES (EXPENSES)		
Property Taxes	$	40,000.00
Intergovernmental Revenues		-
Interest Earnings		-
Market Value Gain (Loss)		-
Interest Earnings on Loan		423.35
Contributions (Mayo lot at Creekside)		-
Miscellaneous Revenues		-
Miscellaneous Revenues - Option to Purchase (NuTek)		-
Gain on Sale of Assets (NuTek)		-
Total Non-Operating Revenues (Expenses)	$	40,423.35
CHANGE IN NET ASSETS BEFORE TRANSFER	$	38,588.10
Transfer In - Walker Building		-
Transfer Out - (to primary government)		-
CHANGE IN NET ASSETS	$	38,588.10
NET ASSETS, BEGINNING	$	21,542,633.65
NET ASSETS, ENDING	$	21,581,221.75

City of Austin
Craig Clark,
City Administrator

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Austin, Minnesota 55912-3773
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www.ci.austin.mn.us

April 16, 2026

TO: President and Port Board Members

FROM: Craig D. Clark, Executive Director

RE: Sale of 5 acres on the north section of our 25 acre parcel 34.905.0101

The Port Authority met on January 28, 2026 to consider the sale of 5 acres of property at our 25 acre site (34.905.0101) along 14th Street NE for the purpose of developing a new semi-truck wash. As the outcome of those discussions, I am bringing forward a contract for private development (Exhibit 1) and the sale of the land.

The details of the development agreement are as follows:

- Requirement to build a building of 11,000 square feet with a total project cost of $3 million;
- Development will be materially consistent with the layout and exterior elevations in Exhibit D;
- Maintain reversionary rights of the land if project does not advance;
- Payment to the Port Authority for the land of $75,000/acre or $375,000;
- Payment for the property's share of the drainage plan of $7,500;
- Payment of a 5 acre proportional share (20% estimated at $242,000) of the construction of 12th Avenue NE on the south side of the property and
- Other provisions to ensure the proper delivery and execution of the project.

The Port Authority would be responsible for the cost of the road that would benefit smaller lots that would be anticipated adjacent to the new 12th Avenue. This cost was estimated in 2022 at $640,000 plus drainage related costs for the project.

If the Port Authority approves the terms of the development agreement we would need to set a public hearing and then the sale can move forward given a 20-day objection period. We would also need to survey the property to create the 5-acre parcel and other parcels on the remaining acreage.

Let me know if you have any questions.

CONTRACT

FOR

PRIVATE DEVELOPMENT

By and Between

THE AUSTIN PORT AUTHORITY

And

BTC ENTERPRISES LLC

This document drafted by:

HOVERSTEN, JOHNSON, BECKMANN,
& HOVEY, LLP
807 West Oakland Avenue
Austin, MN 55912

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made this _____ day of ______________, 2026, by and between **The Austin Port Authority**, (the "Port"), a public corporation under the laws of the State of Minnesota, having its principal offices at 500 4th Avenue NE, Austin, Minnesota 55912, and **BTC Enterprises LLC**, a Minnesota limited liability company having its principal office located at 813 245th Avenue, Fairmont, Minnesota 56031-4610, together with its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, the Port is a municipal corporation organized and existing pursuant to Minnesota Statutes § 469.070; and

WHEREAS, the Port has the duty to promote the general welfare of the Port District and to increase the volume and efficiency of commerce in and through the Port District (Minnesota Statutes § 469.055, Subd. 1); and

WHEREAS, the Port may cooperate with the City of Austin in achieving its industrial development objectives in the Port District (Minnesota Statutes § 469.064); and

WHEREAS, the City of Austin has identified a need for additional quality employment opportunities and has established certain economic development support programs to encourage the creation of such employment; and

WHEREAS, pursuant to Minnesota Statutes Section 469.058, et seq., the Port is authorized to assist in economic development; and

WHEREAS, the Port has determined that the Development Property is property for which economic development thereupon is in the best interests of the district and its people, and that the transactions described herein further the Port's general plan of port improvement, or industrial development, or both, and as such the Port has approved the Project pursuant to Minnesota Statutes Section 469.058, et seq.; and

WHEREAS, the Port recognizes that Project will result in increased employment and enhancement of the tax base in the Port District (Minnesota Statutes Section 469.174, subd. 12); and

WHEREAS, the major objectives of the Port in establishing the Project are to provide for economic development, enhanced employment and tax base, and overall improvement in the Port District; and

WHEREAS, the Port believes that the development of the Project pursuant to this Agreement, and fulfillment generally of the terms of this Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws under which the development and redevelopment are being undertaken and assisted; and

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

ARTICLE I.
Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Chapter 469.

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

"Certificate of Completion" means the certification, in the form of the certificate contained in Exhibit C attached to and made a part of this Agreement, provided to Developer, pursuant to Section 4.5 of this Agreement.

"City" means the City of Austin, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents setting forth the construction work for the Minimum Improvements to be performed by Developer on the Development Property which shall be as detailed as the plans, specifications, drawings and related documents submitted to the building inspector of the City, and such other plans or supplements to the foregoing plans as the Port may reasonably request.

"County" means the County of Mower, Minnesota.

"Developer" means BTC Enterprises LLC, a Minnesota limited liability company with its principal office located at 813 245th Avenue, Fairmont, Minnesota 56031, or its permitted successors and assigns.

"Development Property" means the northernmost 5 acres of the real property identified by the Mower County Assessor as PIN # 34.905.0101 (hereafter "the Port Property"). The Port Property is legally described as follows:

> All that part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 103 North, Range 18 West, Mower County, Minnesota, described as follows:
>
> Beginning at the southeast corner of said Northeast Quarter of the Southeast Quarter;
>
> Thence North 00' 55' 46" West a distance of 330.00 feet on the east line of the Southeast Quarter of Section 35;

Thence South 89' 14' 49" West a distance of 660.00 feet, parallel with the south line of said Southeast Quarter, to the west line of the East 660 feet of said Northeast Quarter of the Southeast Quarter;

Thence North 00' 55' 46" West a distance of 988.03 feet on the west line of said East 660.00 feet, to the northwest corner of said East 660 feet;

Thence South 89' 25' 33" West a distance of 587.19 feet on the north line of said Southeast Quarter, to the southeasterly right-of-way line of the Chicago & Northwestern Transportation Company, now abandoned;

Thence Southwest a distance of 145.30 feet, on the southeasterly right-of-way line of said abandoned Railroad, and on a nontangential curve, concave to the Northwest with a central angel of 01' 26' 25", a radius of 5,779.59 feet, a chord bearing of South 31' 41' 48" West, and a chord length of 145.29 feet, to the west line of said Northeast Quarter of the Southeast Quarter;

Thence South 01' 04' 16" East a distance of 1,197.27 feet on the west line of said Northeast Quarter of the Southeast Quarter, to the southwest corner thereof;

Thence North 89' 14' 49" East a distance of 1,322.56 feet on the south line of said Northeast Quarter of the Southeast Quarter, to the point of beginning;

Subject to an easement for public street and utilities over, under and across the East 22.00 feet of the South 47.00 feet of said Northeast Quarter of the Southeast Quarter.

The Development Property is generally depicted and shown in **Exhibit A** attached hereto, with the final legal description for the Development Property subject to survey and platting as may be required under applicable regulations.

"Development Property Deed" means the Quit Claim Deed attached to which is the language described in Exhibit B.

"Event of Default" means the occurrence of any one or more of the events described in Section 6.1 of this Agreement.

"Minimum Improvements" means the construction of a new truck-wash facility (hereafter "Structure"). The Structure shall include no less than the following:

(a) A permanent structure with a footprint area, at ground level, of no less than 11,000 square feet, and a total investment by Developer as required under Section 4.4 below;

(b) The site layout for the Structure shall be materially consistent with the site layout shown in attached Exhibit D;

(c) The exterior elevations of the Structure shall be materially consistent with the exterior elevations shown in attached Exhibit D:

(d) The Structure shall be constructed consistent with currently applicable building codes and the development standards found in City Code Chapter 11;

(e) All exterior finishes and materials shall be materially consistent with those shown in the elevations attached hereto as Exhibit D.

(f) All signage will comply with City Code section 4.50.

"Project" shall mean the cost of platting and surveying the Port Property, cost of acquisition of the Development Property, the cost of construction and completion of the Minimum Improvements on the Development Property, and the cost of the fulfillment of the financial obligations described in Section 3.4.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays which are the direct result of strikes, delays which are the direct result of unforeseeable casualties to the Minimum Improvements, the Development Property or the equipment used to construct the Minimum Improvements, delays which are the direct result of governmental action, delays which are the direct result of judicial action commenced by third parties, citizen opposition or action, pandemic, or adverse weather conditions or acts of God.

ARTICLE II.
Representations and Warranties

Section 2.1. Representations by the Port. The Port makes the following representations as the basis for the undertaking on its part herein contained:

(a) The Port is a public corporation duly organized and existing under the laws of the State. Under the provisions of the Act, the Port has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The execution, delivery, or performance by the Port of any of its obligations pursuant to this Agreement, including the conveyance of the Development Property, does not and will not after the passing of time or giving of notice contradict, contravene, conflict with or result in any violation or breach of any (1) other agreement to which the Port is a party, (2) law, regulation, ordinance, resolution, or statute, or (3) recorded or unrecorded encumbrance, covenant, or restriction affecting the Development Property.

(c) The Port agrees that it will reasonably cooperate with the Developer with respect to any litigation commenced by third-parties in connection with this Agreement.

(d) The Port also agrees to grant to the Developer at Closing any and all non-exclusive easements over, under, on, and through any real property owned or controlled by the Port (or portions thereof), including within the roads contemplated in Section 3.4 hereof, which

Developer reasonably requests and to the extent the same do not currently serve the property. Such easements shall include but are not limited to utilities, access, drainage, and stormwater retention and detention. In the event Developer requires access to any real property owned or controlled by the Port for temporary construction, staging, grading and support, the Port agrees to grant to Developer a temporary license agreement for the same over the area . Any requested easements shall be recorded in the office of the Mower County Recorder and shall run with the land, unless otherwise set forth in such easements.

(e) The Port agrees that if Developer incurs other expenses for the enforcement of performance or observance of any obligations or agreement on the part of the Port under this Agreement, the Port shall, within ten days of written demand by the Developer, to pay to the Developer the reasonable fee of such attorneys and such other expenses incurred by the Developer.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Construction Plans, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the Minimum Improvements or requested by Developer and approved by the City.

(b) The Minimum Improvements, as of the date of commencement of construction upon the Development Property, will be an allowed use under the zoning ordinance of the City and applicable to the Development Property.

(c) Subject to Section 3.2(a), Developer agrees to acquire the Development Property provided The Port has secured and recorded a plat delineating the Development Property as a separate lot for conveyance to Developer, or has otherwise secured the approvals of relevant authorities to split the Port Property conveying only the Development Property at this time.

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

(e) Developer is a Minnesota limited liability company, and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions, or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) Developer agrees that it will indemnify, defend, and hold harmless the Port, its officers, employees, contractors and agents, from and against any and all claims or causes of action arising or purportedly arising out of the actions of Developer in connection with the construction, installation, ownership or operation of the Minimum Improvements, except for claims or causes of action arising or purportedly arising out of the negligent acts or omissions of the Port's officers, employees, contractors or agents.

(g) Developer agrees that it will reasonably cooperate with the Port with respect to any litigation commenced by third-parties in connection with this Agreement.

(h) Subject to the obligations by the Port to be performed pursuant to the terms of this Agreement, Developer acquires the Development Property in its "as is" condition, without any warranties as to the suitability, use or fitness of the Development Property for any purpose.

(i) Whenever any uncured Event of Default occurs as a result of an unexcused act or omission by Developer and the Port shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligations or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten days of written demand by the Port, pay to the Port the reasonable fee of such attorneys and such other expenses incurred by the Port.

ARTICLE III.
Conveyance of Property

Section 3.1. Port Recognition of Need for Development. The Port recognizes that for the proposed Project on the Development Property to be feasible it is necessary for the Port to furnish the assistance described herein. Further, the Port recognizes that this Project also involves certain approvals and permits given by other governmental and private entities all of which rely upon the Port's participation as herein described. Similarly, the Port's participation is contingent upon the Project receiving such third-party approvals and permits more fully described in Section 3.2 below.

Section 3.2. Transfer of the Development Property. Other than expressly provided herein, all costs of conveyance of the Development Property shall be solely borne by the Developer. However, proceeding with closing the conveyance contemplated herein is expressly conditioned upon the Developer's satisfaction with and occurrence of the following conditions precedent that are necessary (the Project is not viable without satisfaction of such conditions) for the Project's viability:

(a) Developer securing and recording an approved Plat of the Port Property, to establish and define a new "Lot" for the Development Property consistent with Exhibit A attached hereto, and containing such infrastructure and easements as may be required by applicable authorities for Plat approval. Such Plat shall delineate the remainder of the Port Property, not included in the "Lot" for the Development Property as a single "Outlot A". The Plat shall include such minimum public and utility easements, rights of way, detention ponds or other mandatory infrastructure as may be required by the applicable authorities prior to their approval of said Plat. The actual costs of said plat and platting process, including any survey costs recording costs and approval fees, shall be paid by Developer.

(b) The conveyance of the Development Property is subject to all of the conditions, covenants, restrictions and limitations imposed by this Agreement, and shall also be subject to building and zoning laws and ordinances and all other applicable local, state and federal laws and regulations, and subject to the Reversionary Right described in the following paragraph.

(c) Pursuant to Minn.Stat. § 469.065, subd. 5 and subd. 6, the conveyance of the Development Property shall be subject to a Reversionary Right as hereinafter stated. If Developer fails to complete construction of the Minimum Improvements on or before the first anniversary of the date of closing, or should Developer fail to fulfill the financial obligations described in Section 3.4 below, the Port shall have the right to re-enter and take possession of the Development Property and upon such event, the fee interest conveyed by the Port to Developer shall revert to and revest in the Port (the "Reversionary Right"). Provided no legal action or proceeding has been commenced in dispute of this provision within ninety (90) days of the Port's exercise of the Reversionary Right, Developer shall execute and deliver to the Port a quit claim deed re-conveying Developer's interest in the Development Property.

(d) Developer is satisfied with, and notified the Port in writing within sixty (60) days of the date of this Agreement, of the feasibility and suitability of the Project and Development Property. The Port hereby permits the Developer and its agents, employees, and contractors, the right to enter the Development Property to investigate the condition of title to the Development Property, the physical condition of the Development Property, the zoning of the Development Property, the economic feasibility of the Project, and all matters relevant to the acquisition, usage, operation, valuation and marketability of the Development Property and the Project, as Developer deems appropriate. Such right of investigation shall include, without limitation, the right to have made, at Developer's expense, any appraisals, surveys, and any tests, studies and inspections of the Development Property as Developer may deem reasonably necessary or appropriate, including, without limitation, soil borings, structural and mechanical, tests and inspections, and environmental inspections, tests and audits (including, but not limited to, a Phase I and Phase II environmental site assessment). Developer shall repair and restore any damage to the Development Property caused solely and directly by Developer's investigations (provided that such obligation shall not apply to any damages relating to any pre-existing condition of or at the Development Property). The parties agree that Developer shall have no liability for any condition discovered in or on the Development Property.

If all of the foregoing closing conditions are not satisfied by July 1, 2026 or Developer delivers written notice to the Port of its dissatisfaction with any of the closing conditions set forth in this Section 3.2 by such date, the Developer may terminate this Agreement by delivering written notice thereof to the Port. Upon such termination, the parties shall have no further obligations under this Agreement.

Section 3.3. Closing. At or before closing on the conveyance of the Development Property to Developer (the "Closing"), Developer shall pay the actual cost of Closing, including but not limited to any recording costs (including the cost of recording this document), Closing fees, and any necessary filing fees, deed tax and mortgage registration tax regardless of whether said charges are customarily attributed to either a "Buyer" or a "Seller" under local custom.

Section 3.4. Price. Other than the obligations and requirements as described herein, the purchase price paid to the Port by Developer in exchange for Development Property Deed shall be Three-hundred and Seventy-five Thousand Dollars ($375,000.00), due and payable in full at Closing (the "Purchase Price").

In addition to the Purchase Price, Developer shall pay to the Port at closing the sum of $7,500 in exchange for a license to use the Port's drainage study and drainage plans for the Port property in the Developer's construction of the site grading and drainage necessary on the Development Property as shown on Exhibit A (and on the final Plat prepared consistent with Exhibit A). The costs of such site grading and drainage on the Development Property is solely the responsibility of Developer. Any future site grading or drainage work needed on the remainder of the Port Property, shall be solely the responsibility of the Port.

In addition to the Purchase Price, Developer shall reimburse to the Port twenty (20%) of the costs incurred by the Port in designing and constructing a public extension along the southern boundary of the Port Property as shown and depicted on Exhibit A, as further defined and required by the Platting process. This obligation is further limited and defined below:

(i) Said road extension shall be designed and constructed in conformance with all applicable regulations and specifications governing the construction of dedicated public roadways within the City, including the following minimum requirements: 10-Ton roadway design; 40 feet in width with curb & gutter; including all necessary underground utilities, subsurface drain tile, turf restoration, and street lighting (the "Work"). The parties hereto understand that the Port is likely to contract with the City of Austin for the construction of this road. If the City of Austin prepares the design, the cost thereof will be based on the staff time and expenses expended in preparing the design.

(ii) The location of the road extension shall be in the location generally shown on Exhibit A attached hereto.

(iii) The Developer's reimbursement for the cost of said road extension shall be paid no later than ninety (90) days after (a) the provision by the Port of a written demand to Developer for such payment accompanied by reasonable documentation supporting the amount requested, including a statement of the publicly bid unit price for each component of the Work, the measurements used to determine the number of units included in the Work, the amounts expended on design, and the total amount demanded.

(iv) The provisions of this Section 3.4 shall survive Closing.

(v) Fulfillment of the obligation described in this Section 3.4 shall be fully satisfied prior to the issuance of the Certificate of Completion and waiver or termination of the Port's reversionary right.

Section 3.5. Enforcement. In the event the Port is required to enforce the terms and provisions of this Agreement against the Developer, and the Port prevails, Developer shall pay any legal costs incurred by the Port in the course of such enforcement. In the event the Developer is required to enforce the terms and provisions of this Agreement against the Port, and the Developer prevails, Port shall pay any legal costs incurred by the Developer in the course of such enforcement.

Section 3.6. Place of Document Execution, Delivery and Recording.

(a) Unless otherwise mutually agreed by the Port and Developer, the Closing shall occur at City Hall, 500 4th Avenue NE, Austin, Minnesota 55912. The Closing date shall be on or reasonably following the date on which the conditions precedent described in Section 3.2 are met, but is anticipated to occur no later than July 1, 2026, or such other date upon which the parties mutually agree.

(b) This Agreement shall be in recordable form and shall be promptly recorded in the office of the Mower County Recorder, at the expense of Developer.

ARTICLE IV.
Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. Developer agrees that, upon receiving title to the Development Property, it will commence construction of the Minimum Improvements on the Development Property within thirty (30) days of Closing.

Section 4.2. Construction Plans.

(a) As of the Closing, the Port has approved the Construction Plans as submitted by Developer, and the Port must be review and approve any material revisions thereto.

(b) If Developer desires to make any material change in the Construction Plans, Developer shall submit the proposed change to the Port for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Agreement, the Port shall approve the proposed change and notify Developer in writing of its approval at the next available Port Authority Board meeting. Any minor modification of the Construction Plans may be approved by the Port's Executive Director. A minor modification is any modification that does not materially alter the size, footprint, gross layout of the Project as shown in Exhibit D, or the structural components of the Project.

Section 4.3. Completion of Construction. Subject to Unavoidable Delays, Developer shall have substantially begun construction of the Minimum Improvements no later than November 1, 2026, and thereafter Developer must maintain reasonable progress in said construction until the Minimum Improvements are complete. Substantial completion of the Minimum Improvements must occur by first anniversary of the date of closing subject to Unavoidable Delays and any reasonable extension request by Developer. All work with respect to the Minimum Improvements to be constructed or provided by Developer on the Development Property shall be in conformity with the Construction Plans as submitted by Developer and approved by the Port.

Developer shall make reports, in such detail and at such times as may reasonably be requested by the Port, as to the actual progress of Developer with respect to such construction, , provided Developer shall not be obligated to submit such progress reports more than one time per month.

Section 4.4. Certification of Construction Expenditures. Developer shall expend not less than Three Million Dollars and No/100 ($3,000,000.00) on the Project. Developer shall make such reports and provide such documentation, in such reasonable detail and at such times as may be reasonably requested by the Port as to the expenditures made by Developer for the Project, provided Developer shall not be obligated to submit such reports and documentation more than one time per month.

Section 4.5. Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements and the payment by Developer of the financial obligations described in Section 3.4, all in accordance with those provisions of the Agreement relating solely to the obligations of Developer, the Port will furnish Developer with an appropriate instrument so certifying, which Certificate shall be in the form of Exhibit C attached hereto. Such certification by the Port shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction of the agreements, obligations, and covenants in this Agreement by Developer, and its successors and assigns, to construct the Minimum Improvements by the date for the completion thereof, and fulfillment of the financial obligations described in Section 3.4. The issuance of the Certificate of Completion shall constitute a conclusive determination that the Reversionary Right has terminated. As used here "substantial completion" shall mean completion of the construction of the Minimum Improvements to the point where Developer is entitled to, and receives, the issuance of a Certificate of Occupancy by the City under the current adopted Minnesota State Building Code.

(b) If the Port shall refuse or fail to provide any certification in accordance with the provisions of this Agreement, the Port shall, within ten (10) days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the reasonable opinion of the Port, for Developer to take or perform in order to obtain such certification.

(c) The Certificate of Completion will not be issued by the Port unless Developer has materially complied with (including curing any Event of Default) all of the terms and provisions of this Agreement.

ARTICLE V.
Prohibitions Against Assignment and Transfer

Section 5.1. Representation as to Development. Developer further recognizes that, in view of the importance of the Project to the general welfare of the community, the qualifications and identity of Developer are of particular concern to the community and the Port. Developer further recognizes that it is because of such qualifications and identity that the Port is entering into the Agreement with Developer, and in so doing, is further willing to accept and rely on the obligations of Developer for the faithful performance of all undertakings and covenants hereby by it to be performed.

Section 5.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the foregoing reasons, and until the completion of the Minimum Improvements and the issuance of the Certificate of Completion, Developer represents and agrees that:

(a) Except for as otherwise expressly set forth in this Agreement, until such time as the Port issues and records the Certificate of Completion, Developer will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement, the Development Property, or any part thereof or any interest therein or any contract or agreement to do any of the same, without the prior written approval of the Port, which approval shall not be unreasonably withheld, conditioned, or delayed. The Port shall approve such transfer, sale, or assignment if the assignee thereof is appropriately licensed and authorized to do business in the State of Minnesota, agrees to perform the obligations of Developer in this Agreement, has engaged in the ownership and operation of other commercial property, and if neither the Assignee or transferee, nor the owners of a majority of its issued and outstanding common stock if it is a corporation, nor its general partners if it is a partnership, have ever been convicted of a felony or been declared bankrupt or insolvent. Notwithstanding any of the foregoing to the contrary, the Port shall have no authority to approve or disapprove any financing or refinancing of the Development Property, and Developer shall be permitted to undertake any such transaction without obtaining any consent from the Port. The Developer may assign its interest in this Agreement (including, but not limited to, the right to accept delivery of the deed of the Property at Closing) to a wholly-owned subsidiary of Developer without the Port's prior written approval, so long as Developer provides Port with prior written notice of such assignment prior to the Closing.

(b) The Port shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that: (i) any assignee shall have the qualifications and financial responsibility, as reasonably determined by the Port, necessary and adequate to fulfill the obligations undertaken in the Agreement by Developer; (ii) any assignee, by instrument in writing satisfactory to the Port and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Port, have expressly assumed all of the obligations of Developer under the Agreement and agreed to be subject to all the conditions and restrictions to the extent that they relate to such party unless Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 5.2.(b)(ii) shall not apply; provided, that the fact that any assignee of the Development Property, or any other successor in interest whatsoever to the Developer, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the Port) deprive or limit the Port of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements upon the Development Property; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Development Property, or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Port of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Development Property and the construction of the Minimum Improvements thereon, that the Port would have had, had there been no such transfer or change; (iii) there shall be submitted to the Port for review all instruments and other legal documents involved in effecting transfer; and if approved by the Port, its approval shall be indicated to Developer in writing.

(c) The transfer restrictions described in this Article V do not apply to Developer's transfer of the Development Property to a wholly owned subsidiary or an entity of which Developer has a controlling interest so long as Developer maintains such controlling interest throughout the period the transfer restrictions would otherwise apply.

(d) The transfer restrictions described in this Article V do not apply to Developer's transfer of the Development Property or Assignment of this Agreement to Developer's primary mortgage secured lender (mortgage lien recorded the Development Property) for the purpose of such lender's assumption and performance of Developer's obligations hereunder so long as such lender, as assignee, agrees to assume Developer's obligations under this Agreement in all respects. This expressly includes the ability of Developer to assign to such lender Developer's future financial obligations under this Agreement for the purpose of protecting such lender's interest in the Development Project against the Port's exercise of its reversionary right hereunder.

ARTICLE VI.
Events of Default

Section 6.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by Developer to commence construction by within thirty (30) days after Closing;

(b) Failure by Developer to complete construction of the Minimum Improvements pursuant to the terms, conditions, and limitations of Article IV of this Agreement;

(c) Failure by Developer to provide any material or substantial statements or information as required to be provided under this Agreement;

(d) Failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

Upon the occurrence of an Event of Default, the Port shall provide the Developer written notice setting for the kind and character of such default. Developer shall have thirty (30) days from the date it receives the Port's written notice to undertake the cure of such Event of Default. Should Developer fail to timely undertake such cure, the Port may proceed pursuant to and in accordance with Section 6.2 of this Agreement.

Section 6.2. Remedies on Default. Whenever any uncured Event of Default referred to in Section 6.1. of this Agreement occurs, the Port may take any one or more of the following actions:

(a) Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the Port, that Developer will cure its default and continue their performance under the Agreement.

(b) Terminate this Agreement and its obligations.

(c) Withhold the Certificate of Completion until the Developer cures the Event of Default.

(d) Enforce the Reversionary Right in accordance with Section 3.2(e) for an uncured violation of Section 3.2(e) hereof.

(e) Take whatever action, including legal, equitable or administrative action, which may be deemed reasonably necessary by the Port, including any actions to collect any damages suffered by the Port under this Agreement; or to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement, without regard to whether there is an adequate remedy at law.

Section 6.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Port is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Port or Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VI.

Section 6.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VII.
Additional Provisions

Section 7.1. Port Representatives Not Individually Liable. No member, official, employee, attorney or agent of the Port shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Port or from any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement, except in the case of willful misconduct.

Section 7.2. Restrictions on Use. Developer agrees for themselves and their heirs, personal representatives and assigns, and every successor in interest to the and Development Property, or any part thereof, that Developer, and such successors and assigns, shall devote the Development Property to, and in accordance with, the uses specified in the Plans and this Agreement or other uses that are in compliance with zoning, building and use ordinances of the City of Austin. Developer shall not discriminate upon the basis of age, race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, disability, or familial status in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 7.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) In the case of Developer, is addressed to or delivered personally to the mailing or delivery address Developer will, from time to time, furnish to the Port; and

(b) In the case of the Port, is addressed or delivered personally to the Port at 500 4th Avenue NE, Austin, Minnesota 55912, or at such other address as the Port may, from time to time, designate in writing and forward to Developer.

Section 7.5. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Signature Page Follows]

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

THE AUSTIN PORT AUTHORITY

By:____________________________
Jason Baskin, Its President

By:____________________________
Tom Dankert, Its Secretary

BTC ENTERPRISES LLC

By: ____________________________
Britten Swanson, Its: President

STATE OF MINNESOTA
ss.
COUNTY OF MOWER

The foregoing was acknowledged before me this _____ day of ______________, 2026, by Jason Baskin and Tom Dankert, the President and Secretary of The Austin Port Authority, a public corporation under the laws of the State of Minnesota, on behalf of The Austin Port Authority.

(SEAL)

____
Notary Public

STATE OF MINNESOTA
ss.
COUNTY OF MARTIN

The foregoing was acknowledged before me this 16th day of April, 2026, by Britten Swanson, President of BTC Enterprises LLC, a Limited Liability Company under the laws of the State of Minnesota.

(SEAL)

____
Notary Public

PETER A ODGREN
Notary Public - Minnesota
My Commission Expires Jan. 31, 2030

<u>EXHIBIT A</u>
Description of Development Property

The Development Property is intended to be as shown here:

Exhibit 2

O'LEARY PROPERTY

CITY OF AUSTIN PORT AUTHORITY

FIGURE 6: PRELIMINARY GRADING AND DRAINAGE PLAN (SHEET 1 OF 2)

DECEMBER 2022

BOLTON & MENK

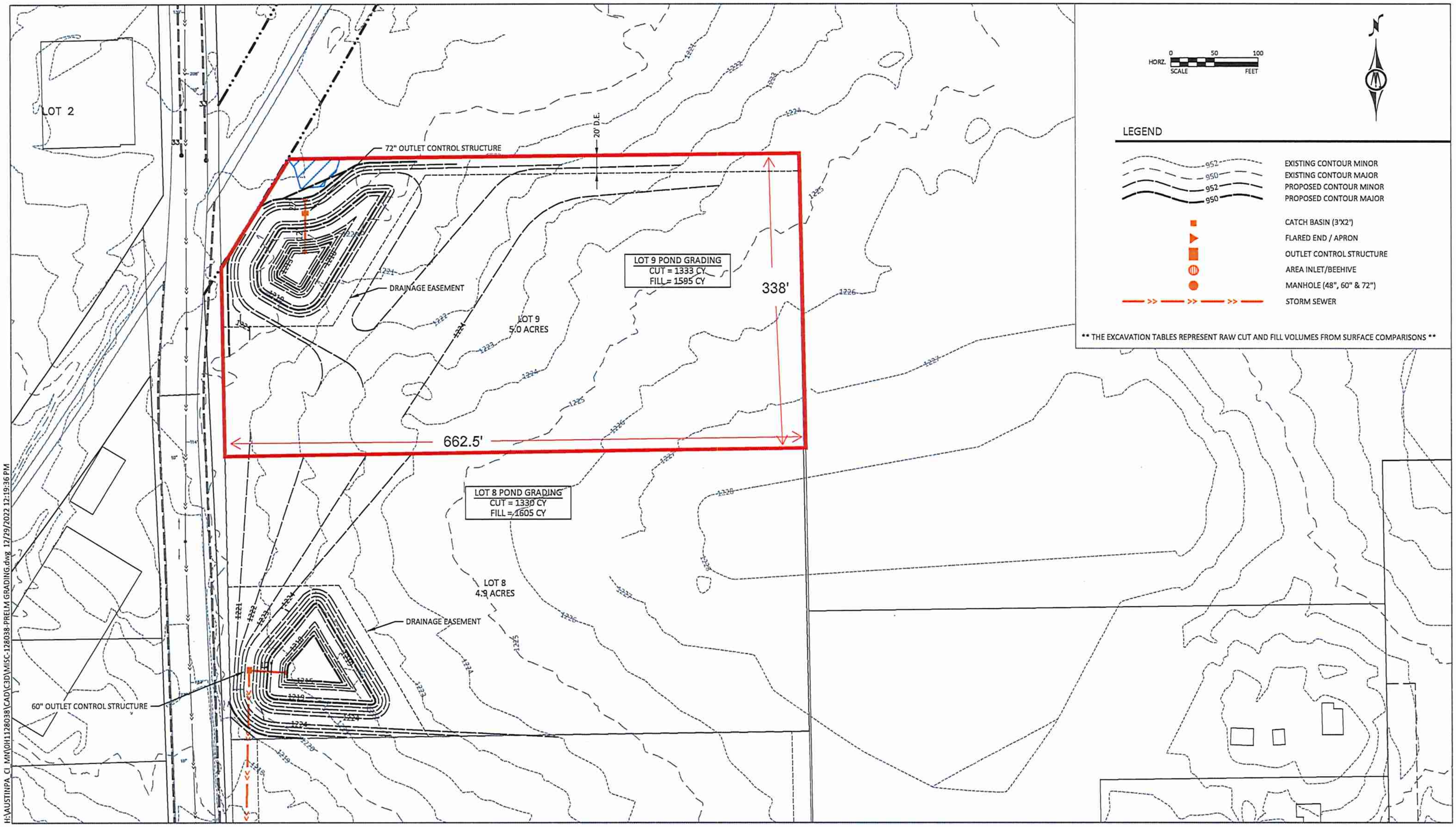


EXHIBIT B
ATTACHMENT TO QUIT CLAIM DEED

*The conveyance of the Property evidenced by this Quit Claim Deed ("Deed") is subject to the requirements, terms and provisions of the Contract for Private Development dated _____________, 2026, and recorded as Document No. ______, in the office of the Mower County Recorder (the "Contract") by and between the Port of Austin, Minnesota and [________________], a [______________________], pursuant to which Minimum Improvements as described therein, must be completed within one year of the recording of this Deed, and certain financial obligations must be fulfilled as per terms outlined in said Contract.

The Contract contains that certain "Reversionary Right" running to and for the benefit of the Grantor as a means of securing performance of the above requirements.

The parties hereby incorporate the foregoing Reversionary Right into this Deed as a covenant running with the land. The filing of a Certificate of Completion in the office of the Mower County Recorder issued by the Grantor shall be conclusive evidence of the termination of the Reversionary Right in favor of the Grantor and compliance of the Project with all statutory covenants and contractual requirements.

Any terms not defined herein shall have the meaning set forth in the Contract.

EXHIBIT C
Certificate of Completion

WHEREAS, The Austin Port Authority, a Minnesota public corporation (the "Port"), and BTC Enterprises LLC, a Minnesota Limited Liability Company (the "Developer") have entered into a Contract for Private Development (the "Contract") dated ________________, 2026, and filed in the office of the Mower County Recorder on ________________, 2026, recorded as Document No. ___________ regarding certain real property located in the City of Austin and more particularly described in the Contract ("Development Property"); and

WHEREAS, the Contract contains certain conditions and provisions requiring Developer to construct improvements upon the Development Property and fulfill certain financial obligations (hereinafter referred to and referred to in the Contract as the "Minimum Improvements"); and

WHEREAS, Section 4.5. of the Contract requires the Port to provide an appropriate instrument promptly after the substantial completion of the Minimum Improvements so certifying said substantial completion;

NOW, THEREFORE, in compliance with said Section 4.5. of the Contract, this is to certify that Developer has substantially completed the Minimum Improvements in compliance with (a) the conditions and provisions of the Contract relating solely to the obligations of Developer to construct the Minimum Improvements, (b) the approved Construction Plans for the Development Property, and (c) all laws, statutes, regulations, and ordinances applicable to the Development Property and the Project contemplated in the Contract.

FURTHER, upon execution of this Certificate of Completion, the Port hereby forever releases, waives, and relinquishes its Reversionary Right to the Development Property.

Any terms not defined herein shall have the meaning set forth in the Contract.

DATED:_______________________

THE AUSTIN PORT AUTHORITY

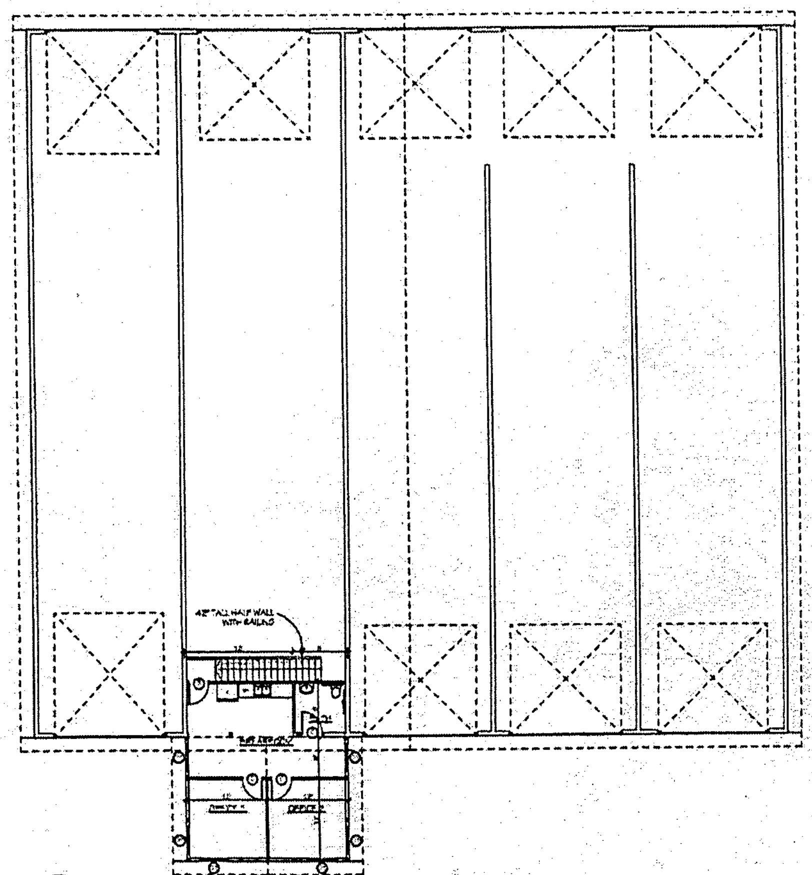
By:_______________________________________
Its Chairman

By:_______________________________________
Its Secretary

EXHIBIT D
Project Layout and Exterior Finishes

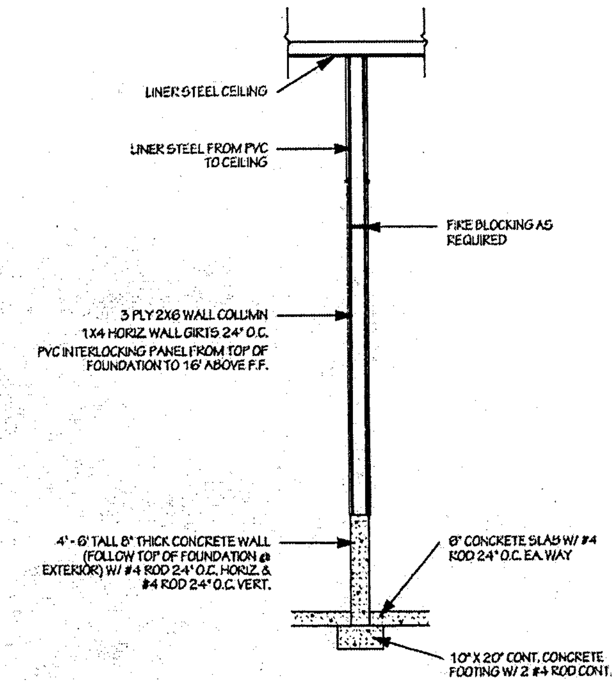
[Attached]

DOOR & WINDOW TYPES					
Element ID	W1	A	B	C	D
Quantity	12	1	4	3	5
View					
Dimensions	---	3'x7'-0"	3'x6'-8"	3'x6'-8"	3'x6'-8"
Remarks	4'-0" X 5'-0" Fixed Window	Alum. Storefront	AJ3100 Series Solid Walkdoor	Beyer Built Solid Interior Door	AJ7100 Series Solid Walkdoor



1 / A2 **2nd FLOOR PLAN**

SCALE: 1/16" = 1'-0"



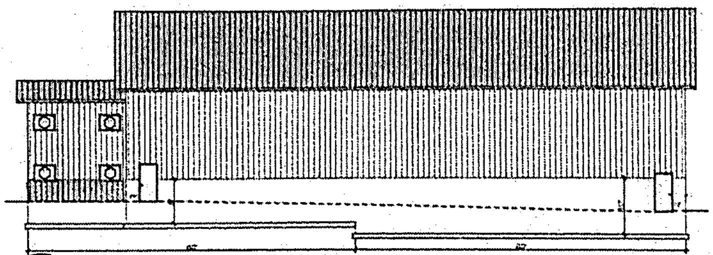
2 / A2 **Interior Partition Detail**

SCALE: 1/4" = 1'-0"

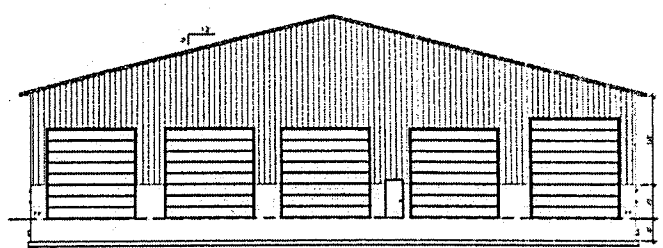
DRAWN BY: S.K.
DATE: 12/23/2025
SHEET: 2 OF 3

PROJECT NAME: Britten Swanson
PROJECT LOCATION: #Site Full Address
BUILDING DESCRIPTION: 110'-0" X 102'-0" X 20'-0"
DESIGN NUMBER:

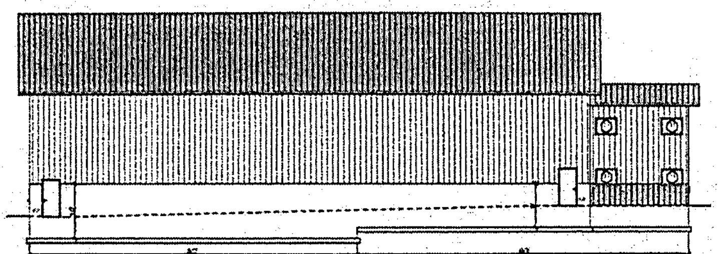
RAM General Contracting, Inc. CONSTRUCTION SERVICES
592 Industrial Drive
Winsted, Minnesota 55395
320-485-2844 800-710-4726
Fax 320-485-3625
www.ramconstruction.com
Contractor License Number 20127676



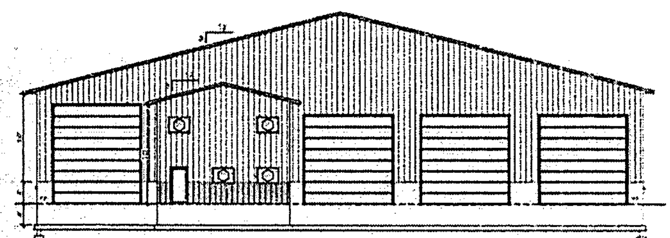
1
A3
EAST ELEVATION
SCALE: 1" = 20'



2
A3
NORTH ELEVATION
SCALE: 1" = 20'



3
A3
WEST ELEVATION
SCALE: 1" = 20'

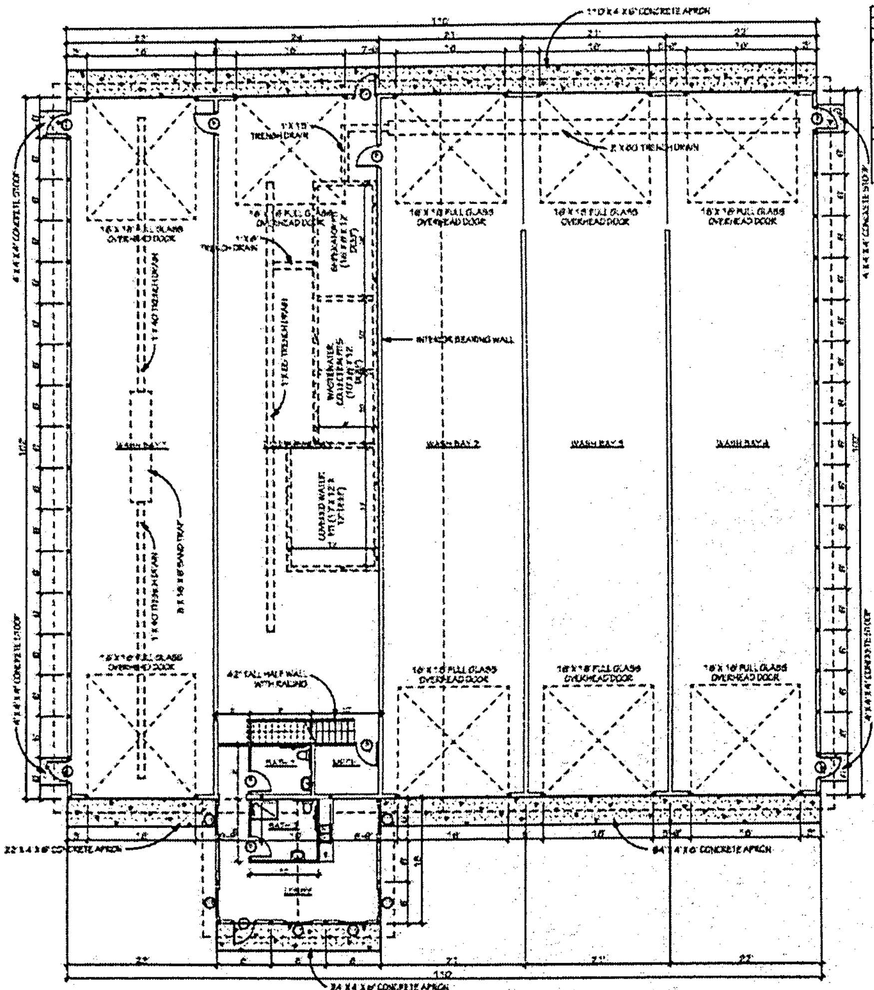


4
A3
SOUTH ELEVATION
SCALE: 1" = 20'

DRAWN BY: SK
DATE: 12/03/2025
SHEET: 3 OF 3

PROJECT NAME: Britten Swanson
PROJECT LOCATION: #Site Full Address
BUILDING DESCRIPTION: 110'-0" X 102'-0" X 20'-0"
DESIGN NUMBER:

RAM CONSTRUCTION SERVICES



1
A1

1st FLOOR PLAN
SCALE: 1/16" = 1'-0"

DOOR & WINDOW TYPES					
Element ID	C1	A	B	C	D
Quantity	2	1	0	3	5
View					
Dimensions	--	3'x6'-8"	3'x6'-8"	3'x6'-8"	3'x6'-8"
Remarks	4'-0" X 3'-0" Fixed Window	Alum. Storefront	AJ 5100 Series Solid Walkdoor	Bayer Built Solid Exterior Door	AJ 7100 Series Solid Walkdoor

RAM General Contracting, Inc. CONSTRUCTION SERVICES

PROJECT NAME: Britten Swanson
PROJECT LOCATION: #Site Full Address
BUILDING DESCRIPTION: 110'-0" X 102'-0" X 20'-0"
DESIGN NUMBER:

DRAWN BY: S.K.
DATE: 12/23/2025
SHEET: 1 OF 3

UTILITIES

Introduction

Owatonna has adopted city-wide plans for water supply, wastewater and stormwater, which it relies on to plan for and provide these services to city residents. This chapter discusses these items at a high-level as it relates to future planning, but mostly relies on and references existing plans for these topics. The goals in this chapter guide the city to continue coordination of utility plans with planned growth in the Comprehensive Plan.

Water Supply

Existing Conditions

Currently, there are eight municipal wells that provide water for the city. All of these wells are installed in bedrock, with depths ranging from 670 to 1325 feet, that draw water from the Prairie Du Chien Jordan, Prairie Du Chien - Mt.Simon and Prairie du Chien - Wonewoc aquifers. Owatonna Public Utilities (OPU) is responsible for water supply within the city. The utility also provides electricity and natural gas to the Owatonna area. Figure 6.1 shows the current water main system within the city.

Plans and Growth

All public water suppliers in Minnesota that operate a public water distribution system and serve more than 1,000 people (including OPU) must adopt a water supply plan approved by the Department of Natural Resources (DNR). Water supply plans must be updated and submitted to the DNR for approval every ten years. The most recent water supply plan was submitted to the DNR in 2017, and approved by the OPU Commission in March 2018. The OPU Commission is made up of representatives from each ward in the city.

One of the purposes of a water supply plan is to account for future water supply needs and population growth. It is anticipated that OPU will be required to update its water supply plan sometime between 2026-2028. This future water supply plan will analyze any water use trends and population growth that has occurred since the last plan, as well as anticipated population growth included in this Comprehensive Plan. Should proposed development occur in any of the planned growth areas on the east side of the city, as shown in the Future Land Use map, water services will need to be extended to those areas.

Wastewater

Existing Conditions

The existing wastewater collection and treatment system for the city includes the following components:

- Approximately 148 miles of sewer gravity main
- Approximately 5.6 miles of sewer force main
- Approximately 3,000 sewer manholes
- 18 sewer lift stations
- One municipal wastewater treatment facility (WWTF)

The basic layout of this system is shown in Figure 6.1.

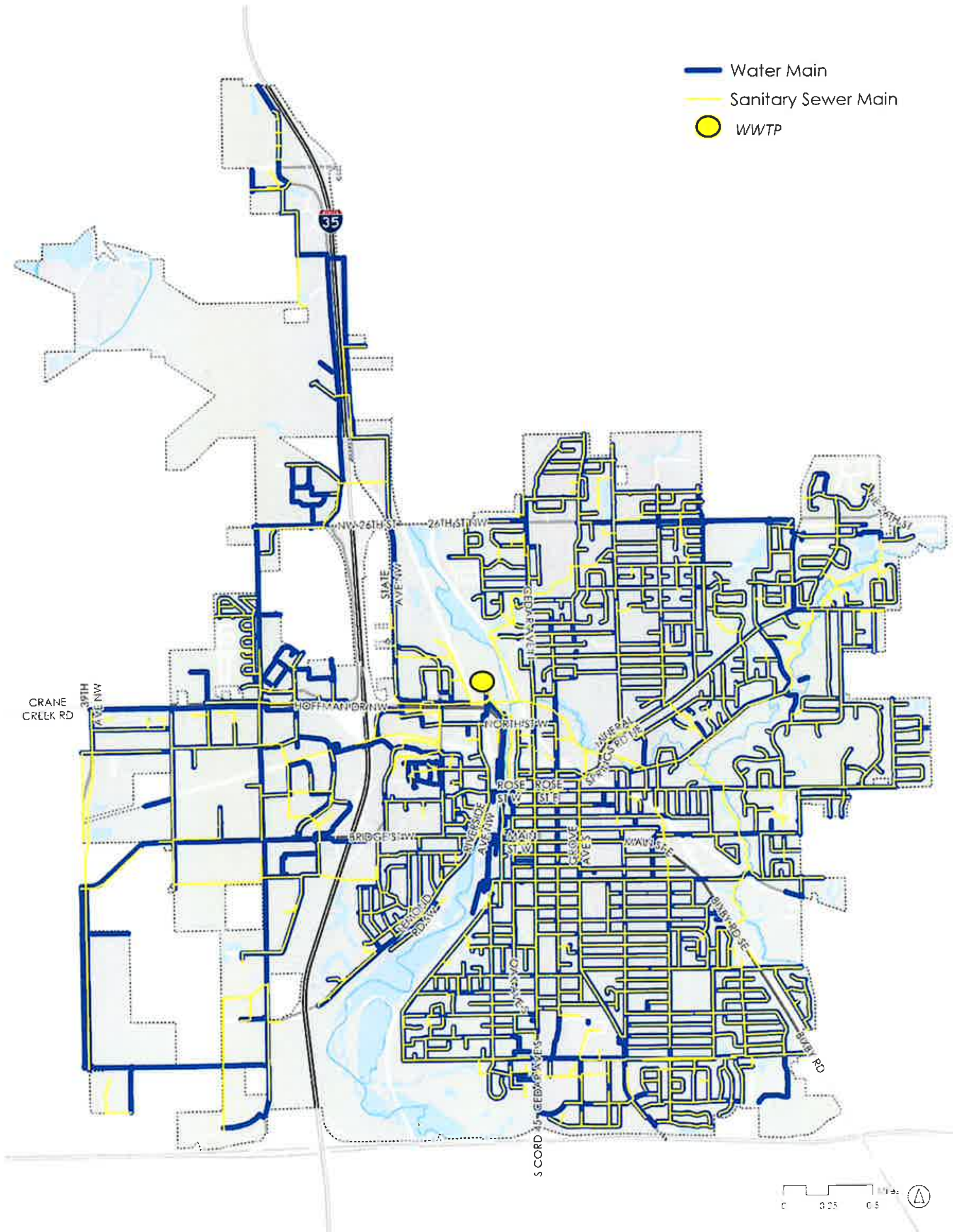


Figure 6.1 Existing Water Supply and Wastewater System

Plans and Growth

In 2017 the city initiated a Wastewater Treatment Plant Expansion, which is expected to be completed in 2025. The expansion was needed because the Wastewater Treatment Facility (WWTF) had been operating at or above its capacity for several years. The project will expand the plant from its current capacity of five million gallons per day (MGD) to more than nine million MGD and will serve the city's expected growth through 2050.

In 2023, the city hired Advanced Engineering and Environmental Services, LLC and Nero Engineering to conduct a Wastewater Collection System Study. The purpose of the study was to plan for future growth of the wastewater system and account for the additional capacity provided by the wastewater treatment plant expansion.

The study evaluated for future growth trends. The study service area was developed by reviewing current planning documentation, considering previously completed planning documents, evaluating geographical boundaries, and discussions with City staff. These boundaries establish the future growth areas. This growth area map is shown in Figure 6.2. This map will need to be compared with the adopted Future Land Use map in this Comprehensive Plan to determine whether there are any major incompatibilities with the planned land uses, and intended growth of the wastewater system.

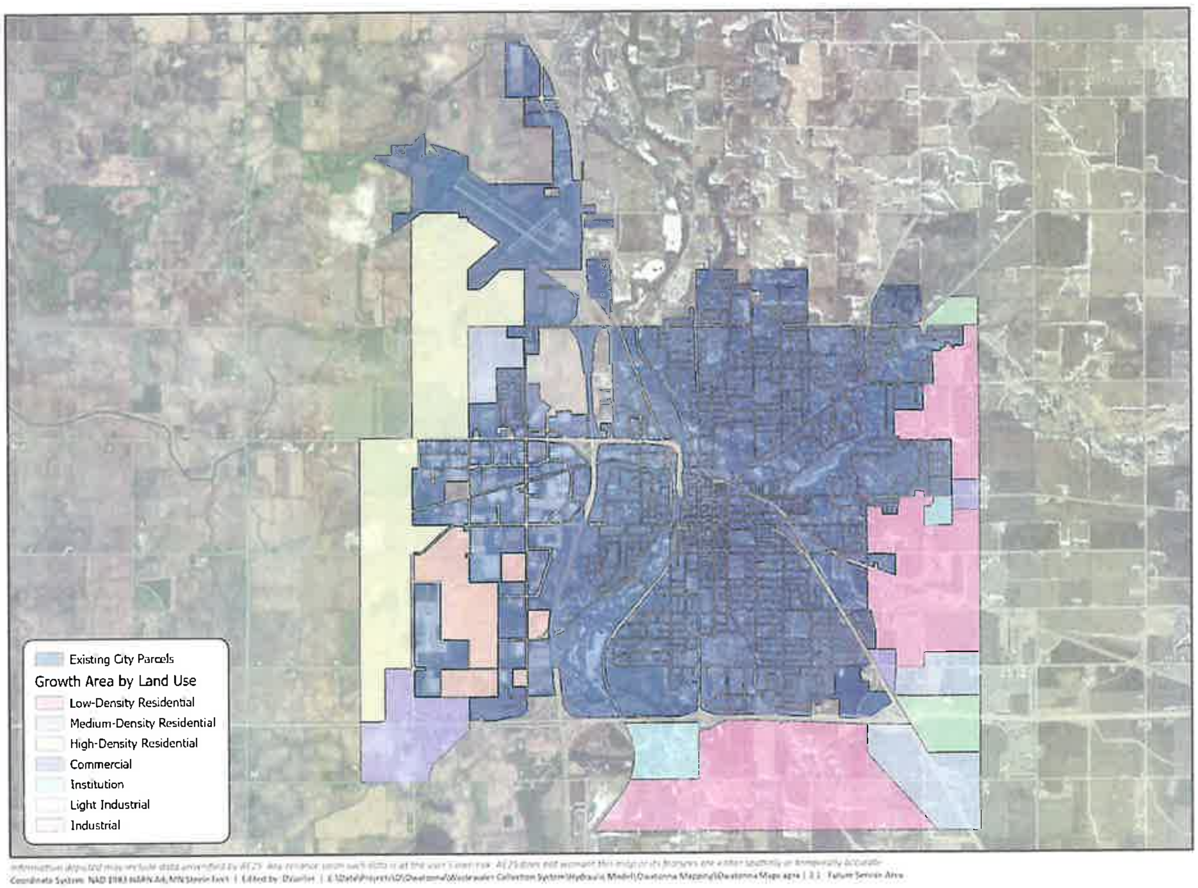


Figure 6.2. Wastewater Collection System Future Service Area and Planned Land Uses
Source: Owatonna Wastewater Collection System Study

The Wastewater Collection System Study also identified existing bottlenecks in the system, reviewed how the system will grow and guided capital improvements to ensure the collection system is adequate for today and the future. Recommendations from this study are shown in Table 6.1 and Figure 6.3 shows the 30-Year Improvements Prioritization.

Table 6.1 30-Year CIP Wastewater Projects

Project Number	Capital Improvement Project	Anticipated CIP Year	Estimated CIP Cost
WW-01	Straight River Trunk Sewer #1	2024	$2,759,619
WW-02	Straight River Trunk Sewer #2	2025	$1,523,750
WW-03	18th St and Smith Ave Trunk Sewer	2026	$3,142,929
WW-04	Oakwood Lane Sewer Replacement	2027	$999,442
WW-05	Straight River Trunk Sewer #3	2028	$1,412,103
WW-06	Linn Ave Trunk Sewer	2029	$2,936,955
			$12,774,798

Source: Owatonna Wastewater Collection System Study

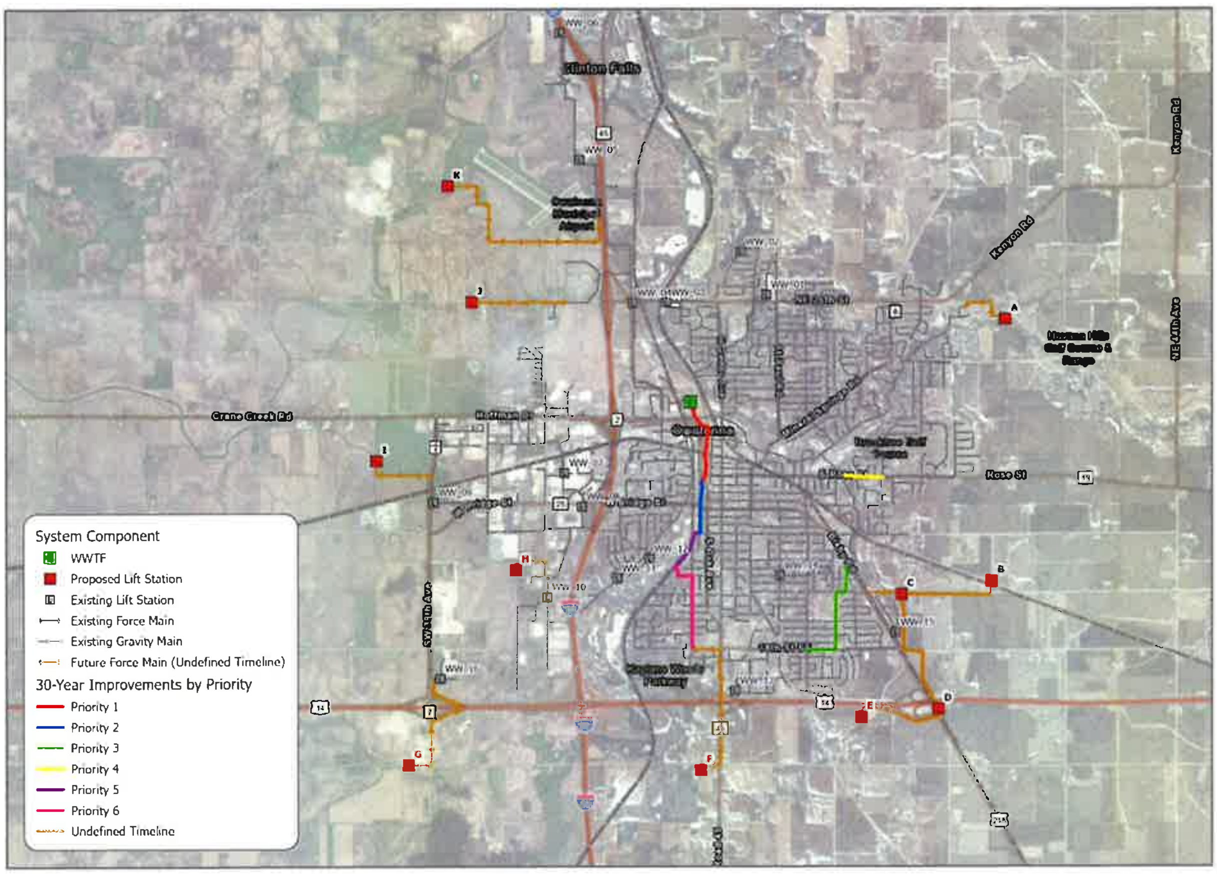


Figure 6.3 Wastewater 30-Year Improvements Prioritization
Source: Owatonna Wastewater Collection System Study

Stormwater

Existing Conditions

The city is situated around the Straight River, to which all runoff generated within the city ultimately discharges. Several creeks are also located around the city, which drain to the Straight River, including Maple Creek, Crane Creek, Willow Creek, and Izaak Walton Creek.

Aside from the river and creeks, the city has few other natural waterbodies. Lake Kohlmeier is the only major waterbody and wetlands are sparsely located throughout the city, with the vast majority located adjacent to the river.

Plans and Growth

Stormwater is managed to protect public safety and property while enhancing the quality of natural habitat and water bodies including the Straight River, Maple Creek, Izaak Walton Creek, Willow Creek, and the Cannon River. The City prioritizes needs based on a SWMP conservation, protection, and restoration of Owatonna's surface water resources, compliance with water quality regulations, and management of expenditures to achieve the most benefits at the least cost.
The City is in the process of developing a new Comprehensive Surface Water Management Plan (SWMP). The SWMP framework will be reflective of regulatory requirements, surface and storm water management schemes, fiscal needs, City policy, asset management, capital improvement planning/implementation tool, as well as inclusion of climate adaption strategies. This plan will be phased, frequently revised, and will aim to address current and future stormwater management needs as expansion and development occurs.

The City last embarked upon a comprehensive stormwater planning effort in 2006 with the development of the City of Owatonna Stormwater Management Plan by McCombs Frank Roos & Associates, Inc. This document has served as the basis for storm water management practices, water resources management, infrastructure planning, and funding since that time. While this document and modeling has been helpful, it is currently outdated due to current and future development needs, revised Atlas-14 precipitation data, and new environmental regulations related
To stormwater. This new modeling will inform capital improvement projects that prevent or lessen the impact of major localized flooding and increase climate resiliency of infrastructure throughout the community.

The city's Surface Water Management Plan identifies the goals and policies that define the City's stormwater management program, which are implemented via the City's SWPPP and Stormwater Management Ordinance and development standards. Owatonna's stormwater requirements were written to meet the City's goals to preserve, protect, and manage its water resources, as well as to meet federal, state, and watershed stormwater regulations that comprise the following objectives:

1. Minimize increases in stormwater runoff rates from any development to reduce flooding, siltation, and erosion and to maintain the integrity of stream channels.
2. Minimize increases in nonpoint source pollution caused by stormwater runoff from development which would otherwise degrade local water quality.
3. Minimize the total annual volume of surface water runoff that flows from any specific site during and following development so as not to exceed the predevelopment hydrologic regime to the maximum extent practicable.
4. Ensure that these management controls are properly maintained and pose no threat to public safety.
5. Implement stormwater management controls to help meet current and future total maximum daily load (TMDL) goals, to address the need to improve water quality, and to meet objectives in the Surface Water Management Plan

The city also has a Stormwater Management Program called "Clean H2Owatonna" which is designed to reduce stormwater pollution and eliminate prohibited non-stormwater discharges.

Utilities Goals

Goal 1. Continue to partner with municipal Owatonna Public Utilities to maintain the existing water supply, natural gas and electric systems and plan for expansion of these systems as the city plans for growth.

a) Although the city does not have a primary role in providing these services, the city should continue to view OPU as a partner in providing these services as efficiently as possible to residents.

Goal 2. Continue to plan for effective and efficient operation and maintenance of the city's sanitary sewer system

a) The city will construct its system to facilitate operation and maintenance and prevent inflow and infiltration.

b) Maintain a detailed inventory of its sanitary sewer system including an up-to-date electronic map including location and specifications of all pipes, structures, and lift stations.

c) The city will regularly televise and clean its sanitary sewer system to determine whether it is performing adequately.

d) During major street reconstruction projects, the city will assess the system within the project area and makes improvements as needed.

e) The city is committed to training those responsible for managing its sanitary sewer system and ensures that staff has the equipment necessary to properly maintain the system.

Goal 3. Continue to plan for expansion of the wastewater system as the city plans for growth.

a) Implement priority actions from the 2023 Wastewater Collection System Study or subsequent updates to this plan.

b) The extension of sanitary sewers shall be programmed to achieve maximum benefit from the existing utilities.

c) The sanitary sewer system shall be constructed to accommodate the proposed land use densities and uses identified in the future land use plan.

a) The city will provide a system reserve capacity in all trunk designs so that local occurrences of higher sewage generating uses or higher densities can be accommodated.

b) When in-fill development or redevelopment occurs, Owatonna will evaluate existing sanitary sewer systems as to their capacity

Goal 4. Provide, improve, and maintain the public storm sewer system and the stormwater management program as the City plans for growth.

a) Implement strategies, actions, and capital improvement projects identified in the City's Comprehensive Surface Water Management Plan and update strategies based on development assumptions in the Future Land Use Map.

b) *Continue compliance with and enforcement of* the *MS4 Program and Permit requirements*.

c) Continue implementing the City's Clean H2Owatonna Stormwater Management Program.

d) Seek partnerships and collaboration with agencies, organizations, and local property owners

e) Review and revise stormwater management ordinance, development standards, and modeling as industry standards and climate trends evolve.

f) Continue to improve the tools used to achieve water quality objectives.

g) Improve infrastructure resiliency related to climate change and increased rainfall amount, duration, and frequency.

h) Improve and identify infrastructure capacity and adequacy related to new development and redevelopment.

i) Encourage and adopt low impact development standards.

j) Make progress towards meeting current and future waste load allocations (WLAs) derived from total maximum daily load (TMDL) goals, to address the need to improve water quality, and meet objectives in the Surface Water Management Plan.

k) Implement stormwater management controls identified in the City's Pollutant Reduction Strategy Plan

l) Encourage private investment and interest in green infrastructure and other stormwater controls

m) Seek opportunities, identify locations, and potential funding sources for implementing stormwater practices and improvements in areas of developed portions of the City.