

**CITY OF EAGLE LAKE
THURSDAY, JULY 25, 2024
SPECIAL CITY COUNCIL MEETING
5:00 P.M.
CITY HALL, 705 PARKWAY AVENUE
AMENDED AGENDA**

Regular City Council meetings are held the first Monday of every month at 6 p.m. All meetings are open to the public. If you wish to address the City Council in person, please contact City Hall at 507-257-3218 or email krausch@eaglelakemn.com or jbromeland@eaglelakemn.com. Written comments or questions for the City Council can be submitted via USPS, email, or dropped off at City Hall. City Council meetings are now live streamed to the City of Eagle Lake's official YouTube Channel. If you are unable to attend a meeting, you can view meetings by visiting the City of Eagle Lake website at eaglelakemn.com and click on the "City of Eagle Lake MN City Council Meetings" icon on the home page of the website.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

_____ Norton _____ White _____ Steinberg _____ Rohrich _____ Whittington

NEW BUSINESS

1. Amended TIF Development Agreement for Fox Meadows Townhomes in Eagle Lake (5:00 p.m.)
2. Work Session to Review Capital Improvement Planning Project Financial Analysis for Street Reconstruction and Utility Infrastructure Needs (5:15 p.m.)
3. Pricing for Water Meters (5:55 p.m.)
4. Work Session to Review "A Guide for Local Governments on Adult-Use Cannabis" and Discuss Next Steps for an Ordinance to Regulate Cannabis Business (6:00 p.m.)
5. Approve Updated Job Descriptions for Administrative Clerk and Community Development Coordinator and Commence Hiring Process (6:45 p.m.)




705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

July 25, 2024

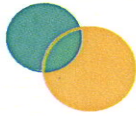
To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Tax Increment Financing District 3-2

Shannon Sweeney with David Drown Associates will be at the meeting to present an amended tax increment financing (TIF) development agreement for Fox Meadow Townhomes, LLC. Troy Schrom of Schrom Construction has been working on the development of sixteen additional housing units within the Fox Meadow Development (Phase 2 Project). Schrom has requested tax increment financing assistance for the proposed Phase 2 project. Attached is an amended development agreement.

If the City Council wishes to execute an amended and restated development agreement, then a motion to that effect is needed.



Jennifer J. Bromeland
City Administrator



DDA

**David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

July 19, 2024

City of Eagle Lake
Attn: Jennifer Bromeland, City Administrator
P.O. Box 159
Eagle Lake, MN 56024

RE: Tax Increment Financing District 3-2

Honorable Mayor, Council Members, and Administrator Bromeland:

Troy Schrom of Schrom Construction has been working on the development of sixteen additional rental housing units within the Fox Meadow Development (Phase 2 Project). Schrom has requested tax increment financing assistance for the proposed Phase 2 project.

Tax Increment Financing or TIF is a tool that captures new property taxes that are generated as a result of new development that occurs within the boundaries of a designated TIF District. For the proposed housing project, this capture period can extend for up to 26-years. For the Phase 1 project Schrom requested that the City reimburse 90% of the captured tax increment for a term of 13-years. The reimbursement amount for Phase 1 was capped at \$802,969 based on the projected revenues that would be received. If the same subsidy is provided for the Phase 2 project, the estimated reimbursement amount would be increased by \$174,070 and the term of the note would be extended by 1-year.

A housing tax increment financing district requires the implementation of certain income restrictions for rental housing projects. The developer must certify semi-annually that they are in compliance with those income restrictions for the duration of the subsidy. For the Fox Meadows Project, those restrictions include the following:

- (a) *At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and*
- (b) *The limits described in clause (a) must be satisfied through the Termination Date. Income for occupants of units described in clause (a) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.*

An amended development agreement has been drafted by the City's legal counsel for consideration. If determined to be appropriate to proceed with the supplemental subsidy as proposed, the City Council would need to authorize execution of the amended agreement.

Please feel free to contact me if I can be of any assistance in answering questions regarding the information provided. Thank you for your time and consideration.

Sincerely,

Shannon Sweeney
David Drown Associates, Inc.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF EAGLE LAKE, MINNESOTA

AND

FOX MEADOW TOWNHOMES, LLC

This document drafted by:

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

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT, made as of the day of _____, 2024, by and between the City of Eagle Lake, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and Fox Meadow Townhomes, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City and the Developer entered into a Development Agreement, dated as of April 4, 2022, which was amended pursuant to a First Amendment to Development Agreement dated January 9, 2023 (as amended, the "Original Agreement"); and

WHEREAS, the City and the Developer have agreed to amend and restate the Original Agreement in its entirety; and

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

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing District No. 3-2 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

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

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

ARTICLE I.

DEFINITIONS

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

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

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Eagle Lake, Minnesota;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Blue Earth County, Minnesota;

Developer means the Fox Meadow Townhomes, LLC, a Minnesota limited liability company and its successors and assigns;

Development District means the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection review and analysis of the development proposed under this Agreement with the adoption and administration of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2025, and each February 1 and August 1 of each year thereafter to and including February 1, 2039; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Phase I Project means the construction of a 64-unit multifamily rental project on the Development Property in the City;

Phase II Project means the construction of a 16-unit multifamily rental project on the Development Property in the City

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank, National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the Phase I Project and the Phase II Project;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 3-2, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on April 4, 2021, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2039, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Schrom Apartment Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

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

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

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

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

(2) Based on the representation of the Developer set forth in Section 3.4 below, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of Site Improvements, incurred in connection with the Project as further provided in this Agreement.

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

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

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

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) 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 provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(7) Construction of the Phase I Project shall begin by May 1, 2023 and the construction of the Phase I Project will be substantially completed on or before July 1, 2024, subject to Unavoidable Delays. Construction of the Phase II Project shall begin by October 1, 2024, and the construction of the Phase II Project will be substantially complete on or before December 31, 2025, subject to Unavoidable Delays.

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

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Development Property and Site Improvements. The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of acquiring the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$802,969, or (b) the actual costs of acquisition of the Development Property and the construction of the Site Improvements actually incurred and paid by the Developer relating to the Phase I Project as further provided in Section 3.3 hereof. In the event the Developer constructs the Phase II Project in accordance with the time frame required by Section 2.2(7) the City shall reimburse the Developer for the lesser of \$174,070 or the actual costs of the construction of the Site Improvements actually incurred and paid by the Developer relating to the Phase II Project as further provided in Section 3.3. The aggregate of \$977,039 is referred to herein as the Reimbursement Amount.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for the costs of the acquisition of the Development Property and the construction of the Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Phase I Project is complete and that the Developer has incurred and paid all costs of acquisition of the Development Property and the construction of the Site Improvements associated with the Phase I Project, as described in and limited by Section 3.1(1) and shall have submitted paid invoices for the costs of construction of the Site Improvements associated with the Phase I Project and a title company settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the \$802,969. In the event the Developer constructs the Phase II Project as provided by Section 2.2(7) and provides the City with paid invoices for the construction of the Site Improvements relating to the Phase II Project in the amount of \$174,070 as required by Section 3.1(1), the principal amount of the TIF Note shall be increased by \$174,070. The Developer shall deliver the TIF Note to the City and the City shall issue a new note in the increased principal amount.

(2) The TIF Note shall not bear interest.

(3) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(b) hereof.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2025, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six (6) months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each of qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in

compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the market value as determined by the Blue Earth County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the termination date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

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

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.7 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses in excess of the initial deposit of \$10,000 paid to the City by the Developer if requested by the City.

ARTICLE IV.

EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

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

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall

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

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

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

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

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

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing

district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

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

ARTICLE V.

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer in the City within sixty (60) days after the date when such option to terminate my first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note.

ARTICLE VI.

ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing project and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

Section 6.3 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 6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Fox Meadow Townhomes, LLC
Attention: _____
705 Parkway Avenue
Eagle Lake, MN 56024

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

City of Eagle Lake, Minnesota
Eagle Lake City Hall
Attention: City Administrator
705 Parkway Avenue
PO Box 159
Eagle Lake, MN 56024

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

Section 6.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7 Expiration. This Agreement shall expire on the Termination Date.

Section 6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9 Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

Section 6.10 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

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

CITY OF EAGLE LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Development Agreement by and between the City of Eagle Lake and Fox Meadow Townhomes, LLC.

Fox Meadow Townhomes, LLC

By _____
Its _____

This is a signature page to the Development Agreement by and between the City of Eagle Lake and Fox Meadow Townhomes, LLC.

EXHIBIT A

Description of Development Property

The legal description or parcel identification number(s) of development property, located in the City of Eagle Lake, Blue Earth County, Minnesota are as follows:

R121018400013

EXHIBIT B

Form of TIF Note

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF EAGLE LAKE

TAX INCREMENT REVENUE NOTE
(SCHROM APARTMENT PROJECT)

The City of Eagle Lake, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Fox Meadow Townhomes, LLC, a Minnesota limited liability company, individually (the "Developer" or the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$802,969 if only the Phase I Project is constructed, or \$977,039, if both the Phase I Project and the Phase II Project are constructed as provided in that certain Amended and Restated Development Agreement, dated as of _____, 2024, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable on August 1, 2025, and on each February 1 and August 1 thereafter to and including February 1, 2039, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") derived from the Development Property (as defined in the Development Agreement) within the City's Tax Increment Financing District No. 3-2 (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development

Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Eagle Lake, Minnesota and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Eagle Lake, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Administrator and has caused this Note to be dated as of _____, 202__.

Administrator

Mayor

DO NOT EXECUTE UNTIL A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR ACQUISITION OF THE DEVELOPMENT PROPERTY AND PAID INVOICES FOR THE SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Fox Meadow Townhomes, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF CITY
ADMINISTRATOR

Fox Meadow Townhomes, LLC
Attn: _____
705 Parkway Avenue
Eagle Lake, MN 56204

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking

EXHIBIT D

Compliance Certificate

The undersigned Fox Meadow Townhomes, LLC, does hereby certify that as of the date of this Certificate and for the previous six (6) months prior to the execution of this Certificate not less than 20% of the residential units in the Schrom Apartment Project located at _____ in Eagle Lake, Minnesota (the "Project") were occupied by individuals whose income is 50% or less of the Blue Earth County median income.

Dated this ____ day of _____, 202__.

Fox Meadow Townhomes, LLC

By _____

Its _____

[Attach income verification required by Section 3.4.]

EXTRACT OF MINUTES OF MEETING
OF THE CITY COUNCIL OF THE
CITY OF EAGLE LAKE, MINNESOTA

HELD: July 25, 2024

Pursuant to due call and notice thereof, a special meeting of the City Council of the City of Eagle Lake, Blue Earth County, Minnesota, was duly called and held at the City Hall in said City on July 25, 2024, at 5:00 P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2024-39

AUTHORIZING EXECUTION OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT

A. WHEREAS, the City of Eagle Lake, Minnesota (the "City") and Fox Meadow Townhome, LLC, a Minnesota limited liability company (the "Developer") entered into a Development Agreement, dated as of April 4, 2022 (the "Development Agreement") in connection with the construction of a 64-unit multifamily rental project located in the City (the "Project"); and

B. WHEREAS, the City and the Developer amended the Development Agreement on January 9, 2022 as provided in the First Amendment to Development Agreement.

C. WHEREAS, the City and the Developer intend to amend and restate the Development Agreement as provided in the Amended and Restated Development Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eagle Lake, Minnesota, as follows:

1. The City Council hereby approves the Amended and Restated Development Agreement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the Amended and Restated Development Agreement on behalf of the City.

2. The approval hereby given to the Amended and Restated Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to

execute the Amended and Restated Development Agreement. The execution of the Amended and Restated Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Amended and Restated Development Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 25th day of July, 2024.

Mayor

Attest: _____
City Administrator

STATE OF MINNESOTA
COUNTY OF BLUE EARTH
CITY OF EAGLE LAKE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Eagle Lake, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a Amended and Restated Development Agreement.

WITNESS my hand as such City Administrator of the City of Eagle Lake, Minnesota this 25th day of July, 2024.

City Administrator



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

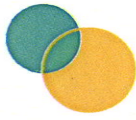
July 25, 2024

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Street and Utility Reconstruction Projects - Capital Improvement Planning and Financial Analysis

Shannon Sweeney with David Drown Associates and Brian Sarff with Bolton and Menk will be at the meeting to talk about capital improvement planning (CIP) for street and utility reconstruction projects and potential impacts to property taxes and utility rates. Attached you will find a CIP financial analysis.

Discussion should ensue.

Jennifer J. Bromeland
City Administrator



DDA

**David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

February 20, 2024

City of Eagle Lake
Attn: Jennifer Bromeland, City Administrator
PO Box 159
Eagle Lake, MN 56024

RE: 2025 Street & Utility Reconstruction Project

Dear Administrator Bromeland:

Per our discussion I have looked at constructing projects 2-7 on the attached Bolton & Menk CIP Plan Update in 2025 to determine the impacts to property taxes and utility rates. The purpose of this analysis is to determine if the efficiencies of bidding those projects as a single project is affordable.

Based on the cost estimates provided on the attachment, I have assumed the following project costs and sources of financing.

Project Cost:

Construction/Engineering/Contingency	\$6,049,000.00
Underwriting	78,500.00
Finance & Legal	55,750.00
Rating Fee	19,500.00
Capitalized Interest	95,210.63
TOTAL PROJECT COST:	\$6,297,960.63

The funding sources to be utilized to finance project costs are summarized below:

General Obligation Bonds	\$6,280,000.00
Construction Fund Earnings	17,960.63
TOTAL FUNDING SOURCES:	\$6,297,960.63

Payment and Revenue Requirements:

The City of Eagle Lake would be required to pledge a tax levy, special assessments, and utility system revenues for the repayment of this bond issue as proposed. Payments average approximately \$454,000 per year over the 20-year term at an assumed interest rate of 4%. Special assessments are expected to total \$801,000. Based on the structure of the bond issue, I have assumed the assessments would be levied over a 20-year term at an interest rate of 5% with first collection to occur in 2026.

Tax Levy Impact:

The proposed tax levy to support the street reconstruction activity is estimated to be approximately \$200,000 per year for the bond issue. As the 2023 tax levy was \$973,272, this represents an approximately **21% increase to the 2023 tax levy.**

Water Utility Impact:

The water utility will be contributing approximately \$90,000 per year toward debt service for utility reconstruction. Some capacity for new debt is available in 2029 after the 2021 refunding bonds are retired. Assuming a few years of deficit spending, I am projecting 6% increases each year through 2027. This means that a 5,000 gallon customer that was paying 32.87 in 2023, would be paying 41.49 by 2027.

Sewer Utility Impact:

The sewer utility will be contributing approximately \$70,000 per year toward debt service for utility reconstruction. Some capacity for new debt is available in 2029 after the 2023 refunding bonds are retired. Like the water utility, assuming a few years of deficit spending, I am projecting 4% increases each year through 2029. This means that a 5,000 gallon customer that was paying 45.03 in 2023, would be paying 56.98 by 2029.

Storm Water:

Approximately \$50,000 in annual debt service for the project is attributed to the storm water utility. As the storm water fund is already in deficit, at project implementation I would recommend increasing the fee for a typical residential customer to \$11.30 per month. This means that a typical customer that was paying \$3.63 for storm water in 2023, would be paying \$11.30 by 2025.

Other Sources of Financing:

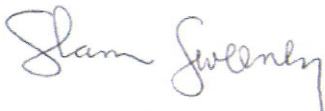
USDA-Rural Development offers loan and grant programs for utility and street projects. Participating in their programs would likely delay the project for at least another year. Based on an initial analysis it is likely that the City would not be grant eligible. Loans for utility projects have recently been provided over a 40-year term at 2.25% interest. Loans for street projects are typically provided over a 20-year term at approximately 3.75%.

The Minnesota Public Facilities Authority (PFA) also provides loans for utility projects. Funds are available on a competitive basis and the project would be scored against other Minnesota projects based on need and addressing issues like inflow and infiltration and phosphorus reduction. Loans are typically provided over a 20-year term at 1.5%. Participating in that program (if competitive) would likely only include the water and sanitary sewer portions of the project. PFA funding would require some additional expense and time in order to determine eligibility and competitiveness.

In recent history more Minnesota communities have been seeking State Appropriations (bonding bill grants) for projects like this. Again, seeking an appropriation may delay the project as only costs incurred after the effective date of the appropriation can typically be paid with state appropriation funding.

Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,



Shannon Sweeney
David Drown Associates, Inc.



COST BREAKDOWN

2024 Infrastructure Capital Improvement Plan Update
City of Eagle Lake, MN

H:\ELAK\General\Capital Improvement Plan\2024\2024-01 CIP Cost Estimates.xlsx\Cost Breakdown

Date: 1/29/2024

PROJECT I.D.	PROJECT NAME	ESTIMATED PROJECT COST						
		TOTAL	Street	Storm	Sanitary	Water	Other	Est. Special Assessments
1	Valley Lane - Cedar Path WM Looping	\$234,000	\$0	\$0	\$0	\$234,000	\$0	\$0
2	Diane Drive Reconstruction	\$370,000	\$175,800	\$37,300	\$72,500	\$84,400	\$0	(\$45,000)
3	Le Sueur Avenue Reconstruction	\$2,333,000	\$1,370,400	\$202,500	\$343,000	\$417,100	\$0	(\$300,000)
4	Maywood Avenue Reconstruction	\$1,455,000	\$754,800	\$251,800	\$183,300	\$265,100	\$0	(\$225,000)
5	Second Street Reconstruction	\$735,000	\$349,900	\$72,500	\$108,500	\$204,100	\$0	(\$63,000)
6	Plainview Street Reconstruction	\$696,000	\$401,100	\$37,300	\$123,500	\$134,100	\$0	(\$105,000)
7	Third Street Reconstruction	\$460,000	\$257,400	\$41,800	\$78,700	\$82,100	\$0	(\$63,000)
8	Water Treatment Facility	\$14,153,000	\$0	\$0	\$0	\$14,153,000	\$0	\$0
9	Agency Street - 211th Street Pedestrian Connection	\$397,000	\$397,000	\$0	\$0	\$0	\$0	\$0
TOTALS		\$20,833,000	\$3,706,400	\$643,200	\$909,500	\$15,573,900	\$0	(\$801,000)

City of Eagle Lake, Minnesota

Preliminary

\$6,280,000
General Obligation Bonds, Series 2025A

Uses of Funds		
2025 Street & Utility Reconstruction		6,049,000.00
Other		-
Total Project Costs		6,049,000.00
Underwriter's Discount Allowance	1.250%	78,500.00
Unused Underwriter's Discount Allowance		-
Fiscal Fee		30,000.00
Bond Counsel		22,000.00
Pay Agent/Registrar		1,250.00
Printing & Misc		2,500.00
Rating Agency Fee		19,500.00
Capitalized Interest		95,210.63
Accrued Interest		-
Rounding		-
		6,297,960.63
Sources of Funds		
Bond Issue		6,280,000.00
Construction Fund Earnings		17,960.63
Cash Contribution		-
		6,297,960.63

Bond Details	
Set Sale Date	3/3/2025
Sale Date	4/7/2025
Dated Date	5/1/2025
Closing Date	5/1/2025
1st Interest Payment	2/1/2026
Proceeds spent by:	12/31/2026
	to Dated Date
Purchase Price	6,201,500.00
Net Interest Cost	3,069,094.38
Net Effective Rate	3.9515%
Average Coupon	3.8504%
Yield	TBD
Average Life	12.3678
Call Option	2/1/2032
Purchaser	Preliminary
Bond Counsel	Taft
Pay Agent	U.S. Bank, N.A.
Tax Status	Tax Exempt, Bank Qualified
Continuing Disclosure	TBD
Rebate	24-Month Spend Down
Statutory Authority	M.S. 429, 444, & 475

Payment Schedule & Cashflow

12-Month Period ending	Payment Schedule			Payment Total	plus 5% Coverage
	Principal	Interest Rate	Interest		
5/1/2025	-	-	-	-	-
2/1/2026	-	0.00%	171,857	171,856.88	175,689
2/1/2027	225,000	3.35%	229,143	454,142.50	476,850
2/1/2028	235,000	3.20%	221,605	456,605.00	479,435
2/1/2029	240,000	3.15%	214,085	454,085.00	476,789
2/1/2030	250,000	3.10%	206,525	456,525.00	479,351
2/1/2031	260,000	3.10%	198,775	458,775.00	481,714
2/1/2032	270,000	3.10%	190,715	460,715.00	483,751
2/1/2033	270,000	3.10%	182,345	452,345.00	474,962
2/1/2034	280,000	3.15%	173,975	453,975.00	476,674
2/1/2035	290,000	3.20%	165,155	455,155.00	477,913
2/1/2036	300,000	3.30%	155,875	455,875.00	478,669
2/1/2037	310,000	3.40%	145,975	455,975.00	478,774
2/1/2038	315,000	3.50%	135,435	450,435.00	472,957
2/1/2039	330,000	3.75%	124,410	454,410.00	477,131
2/1/2040	345,000	3.85%	112,035	457,035.00	479,887
2/1/2041	355,000	3.95%	98,753	453,752.50	476,440
2/1/2042	370,000	4.05%	84,730	454,730.00	477,467
2/1/2043	385,000	4.15%	69,745	454,745.00	477,482
2/1/2044	400,000	4.25%	53,768	453,767.50	476,456
2/1/2045	415,000	4.30%	36,768	451,767.50	474,356
2/1/2046	435,000	4.35%	18,923	453,922.50	476,619
	6,280,000		2,990,594	9,270,594.38	9,729,364

Collection Year	Tax Levy	Pledged Revenues				Special Assessments	Account Balances	
		Water Revenues	Storm Sewer Revenues	Sanitary Sewer Revenues	Surplus (deficit)		Account Balance	
2025	-	34,606	19,315	26,558	-	Capitalized & accrued interest >	95,211	
2026	200,271	91,291	50,953	70,061	64,274	(95,211)	-	
2027	201,124	92,036	51,369	70,632	64,274	-	-	
2028	202,006	90,519	50,522	69,468	64,274	-	-	
2029	202,791	91,283	50,949	70,055	64,274	-	-	
2030	203,484	92,001	51,349	70,605	64,274	-	-	
2031	204,014	92,649	51,711	71,103	64,274	-	-	
2032	199,131	90,969	50,774	69,814	64,274	-	-	
2033	199,499	91,547	51,096	70,257	64,274	-	-	
2034	199,622	92,027	51,384	70,625	64,274	-	-	
2035	199,496	92,406	51,576	70,916	64,274	-	-	
2036	199,029	92,652	51,713	71,105	64,274	-	-	
2037	198,210	90,503	50,513	69,456	64,274	-	-	
2038	202,279	90,548	50,539	69,491	64,274	-	-	
2039	200,244	92,608	51,688	71,071	64,274	-	-	
2040	197,814	92,171	51,445	70,736	64,274	-	-	
2041	200,226	91,575	51,112	70,279	64,274	-	-	
2042	202,008	90,816	50,688	69,696	64,274	-	-	
2043	197,890	92,146	51,430	70,716	64,274	-	-	
2044	198,572	90,949	50,762	69,798	64,274	-	-	
2045	198,688	91,872	51,278	70,507	64,274	-	-	
	4,006,396	1,867,177	1,042,145	1,432,949	1,285,486		-	

City of Eagle Lake, Minnesota
Tax Impact Analysis

Debt Service Levy:	\$200,000
2023 Tax Levy	\$973,272
Projected Levy	\$1,173,272
Pay 2023 Net Tax Capacity	\$2,635,260
2023 Tax Rate	36.93%
Projected Rate	44.52%

Assessor's Market Value (Homestead Residential Property)	Current City Tax:	Projected City Tax:	Projected Increase:
\$ 100,000	\$ 230.64	\$ 278.04	\$ 47.40
\$ 200,000	\$ 633.21	\$ 763.33	\$ 130.12
\$ 300,000	\$ 1,035.78	\$ 1,248.62	\$ 212.84
\$ 400,000	\$ 1,438.34	\$ 1,733.91	\$ 295.57

Assessor's Market Value (Commercial/Industrial Property)	Current City Tax:	Projected City Tax:	Projected Increase:
\$ 100,000.00	\$ 553.99	\$ 667.83	\$ 113.84
\$ 500,000.00	\$ 3,416.27	\$ 4,118.29	\$ 702.02
\$ 1,000,000.00	\$ 7,109.54	\$ 8,570.50	\$ 1,460.96



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

July 25, 2024

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Water Meters

Attached is pricing from Metering and Technology Solutions for water meters totaling \$16,174.00. Public Works Director Andrew Hartman recommends that additional water meters be purchased now to replenish the water meter inventory which is low.

The water meters will be purchased using 601 funds and reimbursed when water meters are purchased by utility customers.

A motion is needed to approve the purchase of water meters from Metering and Technology Solutions.


Jennifer J. Bromeland
City Administrator



METERING AND TECHNOLOGY SOLUTIONS

Metering And Technology Solutions
12016 Riverwood Dr
Burnsville MN 55337
United States

Estimate

#EST2529

6/28/2024

Customer

Eagle Lake, City of
P.O. Box 159
Eagle Lake MN 56024
United States

TOTAL

\$16,174.00

Expires: 9/26/2024

Expires	Sales Rep
9/26/2024	Lee Martin

Quantity	Item	Rate	Amount
48	M25BZ3/4BARE 3/4" M25 Low Lead Bronze Bare Meter; Piggyback Label	\$75.00	\$3,600.00
48	UG25GAL8DHREINTORNME Model 25 Gallon 8-Dial HRE; Integral; OrionME; Torx Seal Screw	\$238.00	\$11,424.00
100	CNAYBZ3/4X2-1/2CONN 3/4" Low Lead Straight Meter Couplings with Wire Hole & Gasket	\$11.50	\$1,150.00

Subtotal	\$16,174.00
Tax Total (0%)	\$0.00
Total	\$16,174.00



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

July 25, 2024

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Work Session to Discuss Cannabis Ordinance

The Minnesota Office of Cannabis Management (OCM) has issued a guide for local governments on adult-use cannabis, a copy of which is attached. The guide serves as a general overview of Minnesota's new adult-use cannabis law, and how local governments can expect to be involved. As of the guide's date of publication, state regulations governing the adult-use cannabis market have not yet been published. Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

According to Chapter 342, state law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. A local unit of government must certify that an applicant with preliminary approval has achieved compliance with local zoning ordinances prior to the licensee receiving final approval from OCM to commence operations.

As authorized in Chapter 342, a local government may adopt a local ordinance regarding cannabis businesses. At the present time, the City of Eagle Lake adopted an interim ordinance that is in effect until January 1, 2025. This allows the City time to develop a cannabis ordinance.

City Attorney Chris Kennedy will be at the meeting to discuss developing a cannabis ordinance in more detail. No action is needed this evening.


Jennifer J. Bromeland
City Administrator



A Guide for Local Governments on Adult-Use Cannabis



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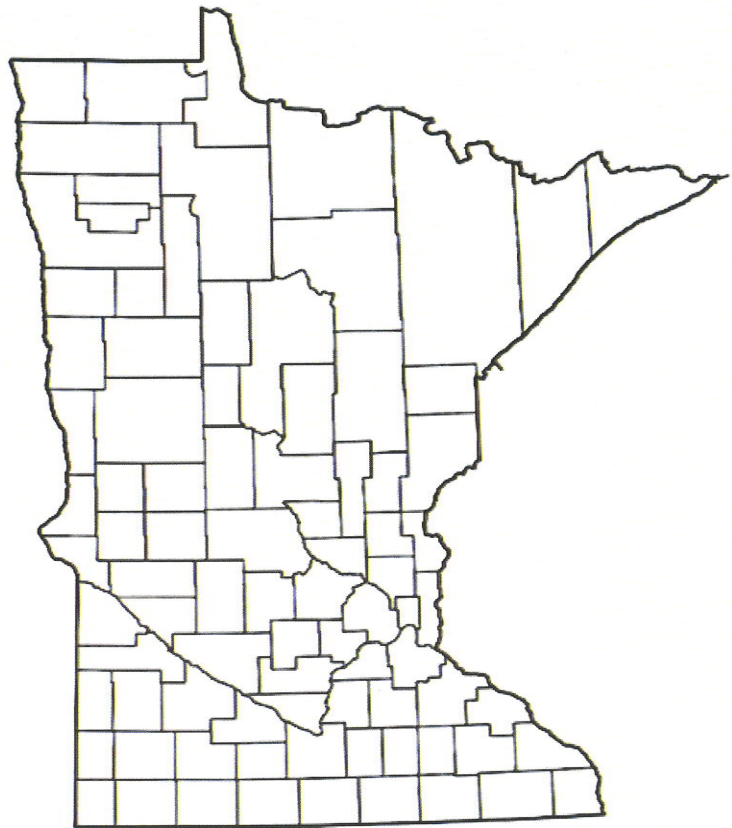
Introduction

This guide serves as a general overview of **Minnesota’s new adult-use cannabis law**, and how **local governments** can expect to be involved. The guide also provides important information about Minnesota’s new Office of Cannabis Management (OCM), and the office’s structure, roles, and responsibilities. While medical cannabis continues to play an important role in the state’s cannabis environment, this guide is primarily focused on the adult-use cannabis law and marketplace.

The following pages outline the variety of cannabis business licenses that will be issued, provide a broad summary of important aspects of the adult-use cannabis law, and cover a wide range of expectations and authorities that relate to local governments. This guide also provides best practices and important requirements for developing a local cannabis ordinance.

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Mentions of “adult-use cannabis law” or “the law” throughout this guide refer to Chapter 342 and the changes made to it.

As of this guide’s date of publication, state regulations governing the adult-use cannabis market have not yet been published—**this document will be updated** when such regulations become effective.



This guide is not a substitute for legal advice, nor does it seek to provide legal advice. Local governments and municipal officials seeking legal advice should consult an attorney.

About OCM

Minnesota's **Office of Cannabis Management** is the state regulatory office created to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. Housed within OCM are the **Division of Medical Cannabis** (effective July 1, 2024), which operates the medical cannabis program, and the **Division of Social Equity**, which promotes development, stability, and safety in communities that have experienced a disproportionate, negative impact from cannabis prohibition and usage.



OCM, through Chapter 342, is tasked with establishing rules and policy and exercising its regulatory authority over the Minnesota cannabis industry. In its duties, OCM is mandated to:

- Promote public health and welfare.
- Protect public safety.
- Eliminate the illicit market for cannabis flower and cannabis products.
- Meet the market demand for cannabis flower and cannabis products.
- Promote a craft industry for cannabis flower and cannabis products.
- Prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition.

OCM governs the application and licensing process for cannabis and hemp businesses, specific requirements for each type of license and their respective business activities, and conducts enforcement and inspection activities across the Minnesota cannabis and hemp industries.

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business.

Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.

The Adult-Use Cannabis Law

Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

For Individuals

- **Possession limits:**
 - Flower - 2 oz. in public, 2 lbs. in private residence
 - Concentrate - 8 g
 - Edibles (including lower-potency hemp) - 800 mg THC
- **Consumption** only allowed on private property or at licensed businesses with on-site consumption endorsements. Consumption not allowed in public.
- **Gifting** cannabis to another individual over 21 years old is allowed, subject to possession limits.
- **Home cultivation** is limited to four mature and four immature plants (eight total) in a single residence. Plants must be in an enclosed and locked space.
- **Home extraction** using volatile substances (e.g., butane, ethanol) is not allowed.
- **Unlicensed sales** are not allowed.



For Businesses

- **Advertising:**
 - May not include or appeal to those under 21 years old.
 - Must include proper warning statements.
 - May not include misleading claims or false statements.
 - Billboards are not allowed.
- The flow of all products through the supply chain must be tracked by the state-authorized **tracking system**.
- All products sold to consumers and patients must be **tested for contaminants**.
- **Home delivery** is allowed by licensed businesses.



The Cannabis Licensing Process

An applicant will take the following steps to proceed from application to active licensure. As described, processes vary depending on social equity status and/or whether the type of license being sought is capped or uncapped in the general licensing process.

License Preapproval: Early Mover Process for Social Equity Applicants

The license preapproval process is a one-time application process available for verified social equity applicants. State law requires OCM to open the application window on July 24, 2024, and close the window on August 12, 2024. The preapproval process is available for the following license types, and all are capped in this process: microbusiness, mezzobusiness, cultivator, retailer, wholesaler, transporter, testing facility, and delivery service.

Preapproval steps:

1. Applicant's social equity applicant (SEA) status verified.
2. Complete application and submit application fees.
3. Application vetted for minimum requirements by OCM.
4. Application (if qualified) entered into lottery drawing.
5. If selected in lottery, OCM completes background check of selected applicant and issues license preapproval.
6. Applicant with license preapproval* submits business location and amends application accordingly.
7. OCM forwards completed application to local government.
8. Local government completes certification of zoning compliance.
9. OCM conducts site inspection.
10. When regulations are adopted, license becomes active, operations may commence.

*For social equity applicants with license preapproval for microbusiness, mezzobusiness, or a cultivator license, they may begin growing cannabis plants prior to the adoption of rules if OCM receives approval from local governments in a form and manner determined by the office. This is only applicable to cultivation and does not authorize retail sales or other endorsed activities of the licenses prior to the adoption of rules.

The Cannabis Licensing Process (cont.)

The general licensing process will align with the adoption of rules and OCM will share more information about the timing of general licensing process. The general licensing process includes social equity applicants and non-social equity applicants.

General Licensing: Cultivator, Manufacturer, Retailer, Mezzobusiness

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. Application (if qualified) entered into lottery drawing.
4. If selected in lottery, OCM completes background check of selected applicant and issues preliminary approval.
5. Applicant with preliminary approval submits business location and amends application accordingly.
6. OCM forwards completed application to local government.
7. Local government completes certification of zoning compliance.
8. OCM conducts site inspection.
9. License becomes active, operations may commence.*

General Licensing: Microbusiness, Wholesaler, Transporter, Testing Facility, Event Organizer

1. Complete application and submit application fees.
2. Application vetted for minimum requirements by OCM.
3. For qualified applicants, OCM completes background check of vetted applicant and issues preliminary approval.
4. Selected applicant submits business location and amends application accordingly.
5. OCM forwards completed application to local government.
6. Local government completes certification of zoning compliance.
7. OCM conducts site inspection.
8. License becomes active, operations may commence.*

*For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 16 for information on the local retail registration process.

General Authorities

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

Cannabis Retail Restrictions (342.13)

Local governments may limit the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality, as long as there is **at least one retail location per 12,500 residents**. Local units of government are not obligated to seek out a business to register as cannabis business if they have not been approached by any potential applicants, but cannot prohibit the establishment of a business if this population requirement is not met. Local units of government may also issue more than the minimum number of registrations. Per statutory direction, a municipal cannabis store (Page 19) cannot be included in the minimum number of registrations required. For population counts, the state demographer estimates will likely be utilized.

Tribal Governments (342.13)

OCM is prohibited from and will not issue state licenses to businesses in Indian Country without consent from a tribal nation. Tribal nations hold the authority to license tribal cannabis businesses on tribal lands – this process is separate than OCM’s licensing process and authority. Subject to compacting, Tribal nations may operate cannabis businesses off tribal lands. There will be more information available once the compacting processes are complete.

Taxes (295.81; 295.82)

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Cannabis retailers will be subject to the same real property tax classification as all other retail businesses. Real property used for raising, cultivating, processing, or storing cannabis plants, cannabis flower, or cannabis products for sale will be classified as commercial and industrial property.

General Authorities (cont.)

Retail Timing Restrictions (342.13)

Local governments may prohibit retail sales of cannabis between the hours of 8 a.m. and 10 a.m. Monday-Saturday, and 9 p.m. and 2 a.m. the following day.

Operating Multiple Locations with One License

Certain cannabis licenses allow for multiple retail locations to be operated under a single license, with the following limitations:

- **Retailers:** up to five retail locations.
- **Mezzobusinesses:** up to three retail locations.
- **Microbusinesses:** up to one retail location.
- **Medical cannabis combination businesses:** one retail location per congressional district. Additionally, medical cannabis combination businesses may cultivate at more than one location within other limitations on cultivation.

For all other license types, one license permits the operation of one location. Each retail location requires local certification and/or registration.



Zoning and Land Use

Buffer Guidelines (342.13)

State law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Zoning Guidelines

While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite, and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Industrial hemp is an agricultural product, and should be zoned as such.

Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business. Note that certain types of licenses may be able to perform multiple activities which may have different zoning analogues. In the same way municipalities may zone a microbrewery that predominately sells directly to onsite consumers differently than a microbrewery that sells packaged beer to retailers and restaurants, so too might a municipality wish to zone two microbusinesses based on the actual activities that each business is undertaking. Table 1, included on Pages 13 and 14, explains the types of activities that cannabis businesses might undertake, as well as, some recommended existing zoning categories.

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities

Endorsed Activity	License Type Eligible to Do Endorsed Activity	Description of Activity	Comparable Districts	Municipal Considerations
Cultivation	Cultivator Mezzobusiness Microbusiness Medical Cannabis Combination	"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.	Indoor: Industrial, Commercial, Production Outdoor: Agricultural	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Cannabis Manufacturing, Processing, Extraction	Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This group of endorsed activities turn raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals.	Industrial, Commercial, Production	Odor Potential need for transportation from facility Waste, water, and energy usage Security
Hemp Manufacturing	Lower-Potency Hemp Edible (LPHE) Manufacturing	These business convert hemp into LPHE edible products.	Industrial, Commercial, Production	Odor Waste, water, and energy
Wholesale	Wholesale Cultivator Manufacturer Mezzobusiness Microbusiness Medical Cannabis Combination	This activity and license type allows a business to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.	Industrial, Commercial, Production	Need for transportation from facility Security

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities (continued)

<i>Endorsed Activity</i>	<i>License Type Eligible to Do Endorsed Activity</i>	<i>Description of Activity</i>	<i>Comparable Districts</i>	<i>Municipal Considerations</i>
Cannabis Retail	Retail Mezzobusiness Microbusiness Medical Cannabis Combination	This endorsed activity and license types allow a business to sell cannabis and cannabis products directly to consumers.	Retail, Neighborhood Shopping Districts, Light Industrial, Existing districts where off-sale liquor or tobacco sales are allowed.	Micros may offer onsite consumption, similar to breweries. Micros and Mezzos may include multiple activities: cultivation, manufacture, and/or retail.
Transportation	Cannabis Transporter	This license type allows a company to transport products from one license type to another.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Delivery	Cannabis Delivery	This license type allows for transportation to the end consumer.		Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products.
Events	Event Organizer	This license entitles license holder to organizer a temporary event lasting no more than four days.	Anywhere that the city permits events to occur, subject to other restrictions related to cannabis use.	On site consumption. Retail sales by a licensed or endorsed retail business possible.

Local Approval Process

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. Once an applicant has been vetted by OCM and is selected for proceeding in the verification process, they are then required to receive the local government's certification of zoning compliance and/or local retail registration before operations may commence.



Local Certification of Zoning Compliance (342.13; 342.14)

Following OCM's vetting process, local governments must **certify** that the applicant with preliminary approval has achieved **compliance with local zoning ordinances** prior to the licensee receiving final approval from OCM to commence operations.

During the application and licensing process for cannabis businesses, OCM will notify a local government when an applicant intends to operate within their jurisdiction and request a certification as to whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code.

According to Minnesota's cannabis law, a local unit of government has 30 days to respond to this request for certification of compliance. If a local government does not respond to OCM's request for certification of compliance within the 30 days, the cannabis law allows OCM to issue a license. OCM may not issue the final approval for a license if the local government has indicated they are not in compliance.

OCM will work with local governments to access the licensing software system to complete this zoning certification process.

Local Approval Process (cont.)

Local Retail Registration Process (342.22)

Once the licensing process begins, local government registration applies to cannabis retailers or other cannabis/hemp businesses seeking a retail endorsement. Local governments must issue a retail registration after verifying that:

- The business has a valid license or license preapproval issued by OCM.
- The business has paid a registration fee or renewal fee to the local government;
 - Initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee, whichever is less, and renewal registration fees may be \$1,000 or half the amount of the applicable renewal license fee, whichever is less.
- The business is found to be in compliance with Chapter 342 and local ordinances.
- If applicable, the business is current on all property taxes and assessments for the proposed retail location.

Local registrations may also be issued by counties if the respective local government transfers such authorities to the county.

Determining a Process for Limiting Retail Registrations

If a local government wishes to place a limitation on the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality (as long as there is at least one retail location per 12,500 residents, see Page 10), state law does not define the process for a local government's selection if there are more applicants than registrations available. A few options for this process include the use of a lottery, a first-come/first-serve model, a rolling basis, and others. Local governments should work with an attorney to determine their specific process for selection if they wish to limit the number of licensed cannabis retailers per 342.13. Local governments are not required to limit the number of licensed cannabis retailers.

Local Approval Process (cont.)

Local governments are permitted specific authorities for registration refusal and registration suspension, in addition to—and not in conflict with—OCM authorities.

Registration and Renewal Refusals

Local governments may refuse the registration and/or certification of a license renewal if the license is associated with an individual or business who no longer holds a valid license, has failed to pay the local registration or renewal fee, or has been found in noncompliance in connection with a preliminary or renewal compliance check.



Local Registration Suspension (342.22)

Local governments may suspend the local retail registration of a cannabis business or hemp business if the business is determined to not be operating in compliance with a local ordinance authorized by 342.13 or if the operation of the business poses an immediate threat to the health and safety of the public. The local government must immediately notify OCM of the suspension if it occurs. OCM will review the suspension and may reinstate the registration or take enforcement action.

Expedited Complaint Process (342.13)

Per state law, OCM will establish an expedited complaint process during the rulemaking process to receive, review, read, and respond to complaints made by a local unit of government about a cannabis business. Upon promulgation of rules, OCM will publish the complaint process.

At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Within this process, if a local government notifies OCM that a cannabis business poses an immediate threat to the health or safety of the public, the office must respond within one business day.

Inspections & Compliance Checks

Local governments are permitted specific business inspection and compliance check authorities, in addition to—and not in conflict with—OCM authorities.

Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.



Municipal Cannabis Stores

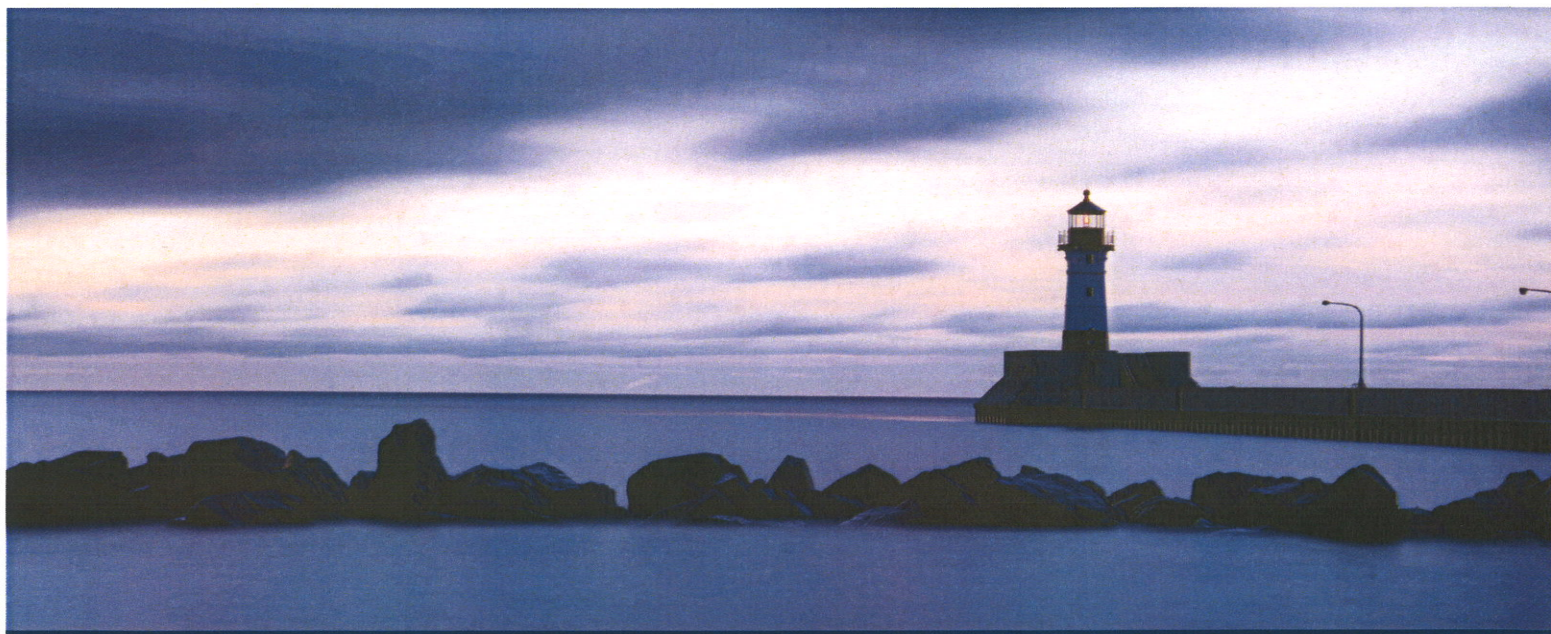
As authorized in Chapter 342.32, local governments are permitted to apply for a cannabis retail license to establish and operate a municipal cannabis store.

State law requires OCM issue a license to a city or county seeking to operate a single municipal cannabis store if the city or county:

- Submits required application information to OCM,
- Meets minimum requirements for licensure, and
- Pays applicable application and license fee.

A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342.

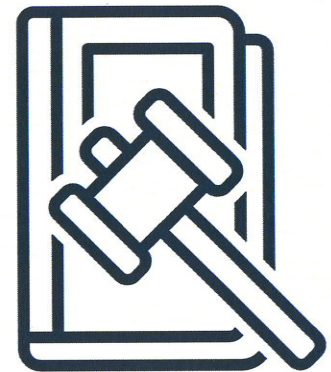
A municipal cannabis store cannot be counted as retail registration for purposes of determining whether a municipality's cap on retail registrations imposed by ordinance.



Creating Your Local Ordinance

As authorized in 342.13, a local government may adopt a local ordinance regarding cannabis businesses. Establishing local governments' ordinances on cannabis businesses in a timely manner is critical for the ability for local cities or towns to establish local control as described in the law, and is necessary for the success of the statewide industry and the ability of local governments to protect public health and safety. The cannabis market's potential to create jobs, generate revenue, and contribute to economic development at the local and state level is supported through local ordinance work. The issuance of local certifications and registrations to prospective cannabis businesses is also dependent on local ordinances.

- Local governments may not prohibit the possession, transportation, or use of cannabis, or the establishment or operation of a cannabis business licensed under state law.
- Local governments may adopt reasonable restrictions on the time, place, and manner of cannabis business operations (see Page 11).
- Local governments may adopt interim ordinances to protect public safety and welfare, as any studies and/or further considerations on local cannabis activities are being conducted, until January 1, 2025. A public hearing must be held prior to adoption of an interim ordinance.
- If your local government wishes to operate a municipal cannabis store, the establishment and operation of such a facility must be considered in a local ordinance.



Model Ordinance

For additional guidance regarding the creation of a cannabis related ordinance, please reference the addendum in this packet.

Additional Resources

OCM Toolkit for Local Partners

Please visit OCM webpage (mn.gov/ocm/local-governments/) for additional information, including a toolkit of resources developed specifically for local government partners. The webpage will be updated as additional information becomes available and as state regulations are adopted.

These resources are also included in the addendum of this packet.

Toolkit resources include:

- Appendix A: Model Ordinance
- Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist
- Appendix C: Enforcement Notice from the Office of Cannabis Management
- Appendix D: Notice to Unlawful Cannabis Sellers

Local Organizations

There are several organizations who also have developed resources to support local governments regarding the cannabis industry. Please feel free to contact the following for additional resources:

- League of Minnesota Cities
- Association of Minnesota Counties
- Minnesota Public Health Law Center

Appendix A: Model Ordinance

Cannabis Model Ordinance

The following model ordinance is meant to be used as a resource for cities, counties, and townships within Minnesota. The italicized text in red is meant to provide commentary and notes to jurisdictions considering using this ordinance and should be removed from any ordinance formally adopted by said jurisdiction. Certain items are not required to be included in the adopted ordinance: 'OR' and (optional) are placed throughout for areas where a jurisdiction may want to consider one or more choices on language.

Section 1	Administration
Section 2	Registration of Cannabis Business
Section 3	Requirements for a Cannabis Business (Time, Place, Manner)
Section 4	Temporary Cannabis Events
Section 5	Lower Potency Hemp Edibles
Section 6	Local Government as a Retailer
Section 7	Use of Cannabis in Public

AN ORDINANCE OF THE (CITY/COUNTY OF _____) TO REGULATE CANNABIS BUSINESSES

The (city council/town board/county board) of (city/town/county) hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

(insert local authority) makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes (insert local authority) to protect the public health, safety, welfare of (insert local here) residents by regulating cannabis businesses within the legal boundaries of (insert local here).

(insert local authority) finds and concludes that the proposed provisions are appropriate and lawful land use regulations for (insert local here), that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

A county can adopt an ordinance that applies to unincorporated areas and cities that have delegated authority to impose local zoning controls.

(insert local authority) has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of

- a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
 - c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
 - d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance shall be applicable to the legal boundaries of (insert local here).

(Optional) (insert city here) has delegated cannabis retail registration authority to (insert county here). However, (insert city here) may adopt ordinances under Sections (2.6, 3 and 4) if (insert county here) has not adopted conflicting provisions.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The elected body of a jurisdiction can choose to designate an official to administer and enforce this ordinance.

The (insert name of local government or designated official) is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, (and/excluding) lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the (insert local here) to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

A city or town can delegate authority for registration to the County. A city or town can still adopt specific requirement regarding zoning, buffers, and use in public places, provided said requirements are not in conflict with an ordinance adopted under the delegated authority granted to the County.

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within (insert local here) without first registering with (insert local here).

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of (up to \$2,000) for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

A jurisdiction can choose to conduct a preliminary compliance check prior to issuance of retail registration.

Prior to issuance of a cannabis retail business registration, (insert local here) (shall/shall not) conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, (insert local here) shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

(insert local here) shall not charge an application fee.

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by (insert local here) shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The (insert local here) shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:
- i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
 - v. (Insert additional standards here)

(B) The applicant shall include with the form:

- i. the application fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. (Insert additional standards here)
- (C) Once an application is considered complete, the (insert local government designee) shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) (Optional) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The (insert local here) shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this/these [chapter/section/ordinances].

The (insert local here) shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A jurisdiction may decide to treat location changes as a new registration, or alternatively treat a location change as allowable subject to compliance with the rest of the registration process.

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of (insert local here).

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of (insert local here), it shall notify (insert local here) of the proposed location change, and submit necessary information to meet all the criteria in this paragraph.

2.4 Renewal of Registration

The (insert local here) shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by (insert local here).

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 Renewal Fees.

The (insert local here) may charge a renewal fee for the registration starting at the second renewal, as established in (insert local here)'s fee schedule.

2.4.2 Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.
- Insert additional items here

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The (insert local here) may suspend a cannabis retail business's registration if it violates the ordinance of (insert local here) or poses an immediate threat to the health or safety of the public. The (insert local here) shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The (insert local here) shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide (insert local here) and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

A jurisdiction can wait for a determination from the OCM before reinstating a registration.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The (insert local here) may reinstate a registration if it determines that the violations have been resolved.

The (insert local here) shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the (insert local here) may impose a civil penalty, as specified in the (insert local here)'s Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

A jurisdiction may choose to set a limit on the number of retail registrations within its boundaries. The jurisdiction may not however, limit the number of registrations to fewer than one per 12,500 residents.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within (insert local legal boundaries here).

(Optional) If (insert county here) has one active cannabis retail businesses registration for every 12,500 residents, the (insert local here) shall not be required to register additional state-licensed cannabis retail businesses.

(Optional) The (insert local here) shall limit the number of cannabis retail businesses to (insert number <= minimum required).

Section 3. Requirements for Cannabis Businesses

State Statutes note that jurisdictions may "adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business." A jurisdiction considering other siting requirements (such as a buffer between cannabis businesses, or a buffer from churches) should consider whether there is a basis to adopt such restrictions.

3.1 Minimum Buffer Requirements

A jurisdiction can adopt buffer requirements that prohibit the operation of a cannabis business within a certain distance of schools, daycares, residential treatment facilities, or from an attraction within a public park that is regularly used by minors, including a playground or athletic field. Buffer requirements are optional. A jurisdiction cannot adopt larger buffer requirements than the requirements here in Section 3.1. A jurisdiction should use a measuring system consistent with the rest of its ordinances, e.g. from lot line or center point of lot.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-1,000] feet of a school.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a day care.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of a residential treatment facility.

(Optional) The (insert local here) shall prohibit the operation of a cannabis business within [0-500] feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

(Optional) The (insert local here) shall prohibit the operation of a cannabis retail business within [X] feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.367 subd. 14, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Zoning and Land Use

For jurisdictions with zoning, said jurisdiction can limit what zone(s) Cannabis businesses can operate in. As with other uses in a Zoning Ordinance, a jurisdiction can also determine if such use requires a Conditional or Interim Use permit. A jurisdiction cannot outright prohibit a cannabis business. A jurisdiction should amend their Zoning Ordinance and list what zone(s) Cannabis businesses are permitted in, and whether they are permitted, conditional, or interim uses. While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business.

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

3.3 Hours of Operation

A jurisdiction may adopt an ordinance limiting hours of operation to the hours between 10 a.m. and 9 p.m., seven days a week. State statute prohibits the sale of cannabis between 2 a.m. and 8 a.m., Monday through Saturday, and between 2 a.m. and 10 a.m. on Sundays.

(Optional) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of (insert time here) and (insert time here).

3.4 (Optional) Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by (insert local here)'s sign ordinances.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events.

A license or permit is required to be issued and approved by (insert local here) prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in (insert local here)'s fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The (insert local here) shall require an application for Temporary Cannabis Events.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the (insert local here). Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. (Insert additional standards here)
- (B) The applicant shall include with the form:
 - i. the application fee as required in (Section 4.1.2);
 - ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the (insert local authority), or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

A jurisdiction may establish standards for Temporary cannabis events which the event organizer must meet, including restricting or prohibiting any on-site consumption. If there are public health, safety, or welfare concerns associated with a proposed cannabis event, a jurisdiction would presumably be authorized to deny approval of that event.

- Insert standards here

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The (insert city/town/county) shall notify the applicant of the standards not met and basis for denial.

(Optional) Temporary cannabis events shall only be held at (insert local place).

(Optional) Temporary cannabis events shall only be held between the hours of (insert start time) and (insert stop time).

Section 5. (Optional) Lower-Potency Hemp Edibles

A jurisdiction can establish different standards or requirements regarding Low-Potency Edibles. A jurisdiction can consider including the following section and subsections in their cannabis ordinance.

5.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

5.2 Zoning Districts

If sales are permitted, a jurisdiction can limit what zone(s) the sales of Low-Potency Edibles can take place in. A jurisdiction can also determine if such activity requires a Conditional or Interim Use permit.

Low-Potency Edibles businesses are permitted as a (type of use) in the following zoning districts:

- (Insert zoning districts use is permitted in here)
- (Insert zoning districts use is permitted in here)

5.3 (Optional) Additional Standards

5.3.1 Sales within Municipal Liquor Store.

A jurisdiction that already operates a Municipal Liquor Store may sell Low-Potency Edibles within the same store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

5.3.2 Age Requirements.

A jurisdiction is able to restrict the sale of Low-Potency Edibles to locations such as bars.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

5.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

5.3.4 Storage of Product.

A jurisdiction is able to set requirements on storage and sales of Low-Potency Edibles.

Low-Potency Edibles shall be sold behind a counter, and stored in a locked case.

Section 6. (Optional) Local Government as a Cannabis Retailer

(insert local here) may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

(insert local here) shall be subject to all same rental license requirements and procedures applicable to all other applicants.

Section 7 Use in Public Places

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Appendix B: Hemp Flower and Hemp-Derived Cannabinoid Product Checklist



Office of Cannabis Management
Department of Health

Hemp Flower and Hemp-Derived Cannabinoid Product Checklist

Minnesota Statute 18K.02, Definitions
Minnesota Statute 152.01, Subdivision 9
Minnesota Statute 151.72, Sale of Certain Cannabinoid Products

Minnesota Statute 152.0264, Cannabis Sale Crimes
Minnesota Statute 342.09, Personal Adult Use of Cannabis

Question	Yes	No	Comments	Additional Information
Business License and Registration Compliance				
Is the business registered with the Minnesota Department of Health?				All businesses selling hemp-derived cannabinoid products must be registered. See Hemp-Derived Cannabinoid Products (www.health.state.mn.us/people/cannabis/edibles/index.html)
If the business offers on-site consumption, do they have a liquor license?				Local authorities issue on-site consumption licenses. These are required for all businesses permitting on-site consumption of THC.
Product Compliance – All Products				
Does the business ensure that all sales are made to persons 21 years old or older?				Only persons 21 years of age or older may purchase hemp-derived cannabinoid products, with the exception of topicals. These products may be sold to anyone.
Does the business have all edible cannabinoid products, except beverages, behind the counter or in a locked cabinet?				Businesses must ensure all edible cannabinoid products are secure and inaccessible to customers.

Question	Yes	No	Comments	Additional Information
Only delta-8 and delta-9 are allowed for human consumption. Does the business sell edibles or beverages with any other intoxicating cannabinoids?				MDH has identified products containing many different intoxicating cannabinoids, such as HHC, THC-O, THC-P, PHC, delta-10, delta-11, delta-8p, delta-9p, etc. The product must contain only delta-8 and/or delta-9.
Does the business sell any edible products that are similar to a product marketed to or consumed by children?				Edible products that appear similar to candy or snacks marketed toward or consumed by children are not allowed.
Does the label on the edible or beverage state "Keep out of reach of children"?				All products must include the warning label "Keep out of reach of children."
Is the manufacturer's name, address, website, and contact phone number included on the label or provided through a QR code?				If not, the product is not in compliance.
Does the QR code on the product bring the user to a Certificate of Analysis on the website, which includes the name of the independent testing laboratory, cannabinoid profile, and product batch number?				All products must be tested by batch in an independent, accredited laboratory. The results must include the cannabinoid profile.
Does the label on the product indicate the cannabinoids by serving and in total?				The label must indicate the potency by individual serving as well as in total.

Question	Yes	No	Comments	Additional Information
Does the label on the product make any claim the product offers any kind of health benefit?				Health claims are not permitted on hemp or cannabis products unless approved by the FDA. At this time, there is not an approved statement.
Does the label on the product state that the product does not claim to diagnose, treat, cure or prevent any disease?				The manufacturer cannot claim the product will provide any health benefit unless the product has been formally approved by the FDA.
Does the business sell CBD (or other forms of cannabidiol) in the form of a softgel, tablet, or tincture?				Non-intoxicating cannabinoids may only be sold in the form of an edible, beverage, or topical. Therefore, softgels and tablets cannot be sold. Tinctures must be labeled as either an edible or beverage and comply with the edible or beverage requirements.
Product Compliance – Edibles				
Does the edible product contain more than 5 mg delta-8 and/or delta-9 per serving?				Edibles may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the edible product package/container contain more than 50 mg total THC (delta-8 and/or delta-9)?				Edibles may not exceed 50 mg total delta-8 or delta-9 per package. The edible cannot contain any other form of THC or intoxicating cannabinoid.
Are all the edible product's servings clearly marked, wrapped, or scored on the product?				Edible product servings must be clearly distinguished on the product. Bulk products that require the consumer to measure are not allowed.

Question	Yes	No	Comments	Additional Information
Does the business sell any edible products in the shape of bears, worms, fruits, rings, ribbons?				Edibles in shapes that appeal to children are not allowed.
Is the edible product in a child-proof, tamper-evident, opaque container?				All edibles must be in a container that is child-resistant and tamper evident. If the container is clear, the business must place the edible into an opaque bag at the point of sale. Clear bags are not allowed.
Product Compliance - Beverages				
Does the beverage product contain more than 5 mg delta-8 or delta-9 per serving?				Beverages may not exceed 5 mg delta-8 and/or delta-9 per serving.
Does the beverage product contain more than 2 servings?				Beverages cannot exceed two servings, regardless of the THC potency.
Is the beverage product in an opaque container?				If the beverage is in a clear container, the business must place the beverage in an opaque bag at the point of sale.
Product Compliance – Smokables (non-flower)				
Does the business sell vapes, pre-rolls, dabs, or other smokable products which contain more than 0.3% THC?				<p>A product's certificate of analysis will show the concentration of THC the product contains. The certificate typically is found through the QR code on the product package. In MDH's experience, most vapes contain 50% - 90%+ THC.</p> <p>Pre-rolls may consist of raw hemp flower. These products are not regulated by 151.72. However, if a pre-roll is labeled as "infused" or "coated" have additional cannabinoids applied to the material, of which the product typically exceeds the 0.3% THC limit.</p>

Question	Yes	No	Comments	Additional Information
Does the business sell vapes, pre-rolls, dabs, or other smokeable products that contain other intoxicating cannabinoids, such as HHC?				MN Statutes do not allow any cannabinoid, other than delta-8 or delta-9, to be sold if the cannabinoid is intended to alter the structure or function of the body. HHC is a cannabinoid known to have potency greater than THC.
Does the business sell vapes, pre-rolls, dabs, or other smokeable products which contain CBD?				Non-intoxicating cannabinoids cannot be smoked, vaped, or inhaled.
Product Compliance – Flower				
Does the business sell raw hemp flower?				<p>Raw hemp flower must contain 0.3% or less of delta-9 on a dry weight basis. Products exceeding 0.3% delta-9 dry weight are marijuana, and are illegal for sale.</p> <p>THC-A is the non psychoactive precursor to delta-9. Once heated THC-A converts to delta-9. In that process some amount of THC-A is lost.</p> <p>To determine whether, once heated, the hemp flower will exceed the allowable 0.3% of delta-9, one can use a decarboxylation formula which takes into account the conversion of THC-A into delta-9.</p> <p>That formula is as follows: Total THC = (0.877 X THC-A) + d-9 THC)</p> <p>Raw flower must include a certificate of analysis to show testing below 0.3% delta-9.</p> <ul style="list-style-type: none"> • A lack of a certificate of analysis would constitute an illegal sale.

Question	Yes	No	Comments	Additional Information
				<ul style="list-style-type: none"> A certificate of analysis showing that under the decarboxylation formula that delta-9 would exceed the 0.3% threshold would also indicate the flower is cannabis and not hemp and therefore being sold illegally.
Product Compliance – On-Site Consumption				
If the business offers on-site consumption, do they serve the edible or beverage in its original packaging?				The business may not pour out or remove an edible from its original packaging.
If the business offers on-site consumption, do they mix a cannabis-infused beverage with alcohol?				The business may not mix cannabis-infused products with alcohol.
If the business offers on-site consumption, do they permit customers to remove from the premises products which have been removed from their original packaging?				Products which have been removed from their original packaging cannot be removed from the premises by the customer.

NOTE: If a person suspects that a hemp-derived cannabinoid product is being sold in violation of Minnesota law, they can use the complaint form at [Submitting Hemp-Derived Cannabinoid Product Complaints \(www.health.state.mn.us/people/cannabis/edibles/complaints.html\)](http://www.health.state.mn.us/people/cannabis/edibles/complaints.html).

Appendix C: Enforcement Notice from the Office of Cannabis Management

Enforcement Notice from the Office of Cannabis Management

Dear Registered Hemp Derived Cannabinoid Business:

The Office of Cannabis Management (OCM), established in 2023, is charged with developing and implementing the operational and regulatory systems to oversee the cannabis industry in Minnesota as provided in Minnesota Statutes Chapter 342.

When Minnesota legalized the sale of adult-use of cannabis flower, cannabis products, and lower-potency hemp edibles/ hemp-derived consumer products, the Minnesota Legislature included statutory provisions, [Minnesota Statutes, chapter 152.0264](#), making the sale of cannabis illegal until a business is licensed by OCM. The Office of Cannabis Management has not yet issued licenses for the cultivation, manufacture, wholesale, transportation or retail sale of cannabis, therefore any retail sales of cannabis products, including cannabis flower, are illegal.

The Office of Cannabis Management has received complaints of retailers selling cannabis flower under the label of hemp flower. Under an agreement between The Minnesota Department of Health (MDH) and OCM, inspectors from MDH will begin to examine any flower products being sold during their regular inspections to determine whether they are indeed hemp flower or cannabis flower.

In distinguishing between hemp and cannabis flower, OCM, consistent with federal rules and regulations related to hemp under 7 CFR 990.1, will consider the total concentration of THC post- decarboxylation, which is the process by which THC-A is converted into Delta-9 to produce an intoxicating effect. The examination of raw flower products will include reviewing the certificate of analysis for compliance in several areas, including:

Compliance with the requirement that raw flower listed for sale includes a Certificate of Analysis (COA). Products for sale without a COA will constitute an illegal sale.

A COA that affirms concentrations of 0.3% or less of Delta-9 on a dry weight basis. Products exceeding 0.3% Delta-9 dry weight are considered marijuana and are therefore illegal to sell.

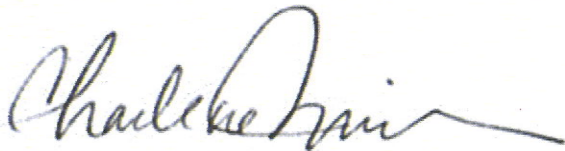
A COA that confirms that the total levels of Delta-9 and THC-A after the decarboxylation process do not exceed 0.3%. A COA that indicates the raw flower will exceed 0.3 percent Delta-9 post-decarboxylation, or a subsequent test conducted by an independent laboratory utilized by OCM that confirms Delta-9 in excess of 0.3 percent will be considered illegal.

[Minnesota Statutes, Chapter 342](#) governs Minnesota's cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4](#) prohibits the retail sale of cannabis flower and cannabis products "without a license issued under this chapter that authorizes the sale."

To date, the Office of Cannabis Management has not issued any cannabis licenses, applications for licenses are expected to be available in the first half of 2025. As such, selling cannabis is a clear violation of law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6](#), OCM may assess fines in excess of a \$1 million for violations of this law. Likewise, under [Minnesota Statutes, chapter 342.19](#), OCM is empowered to embargo any product that it has “probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]” Furthermore, violations of law may be considered in future licensing decisions made by OCM.

As inspectors enter the field, we encourage you to review the products you are currently selling to ensure they fall within the thresholds outlined above. If you have any questions related to the products you are selling, please send an email to cannabis.info@state.mn.us.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "Charlene Briner", with a long horizontal flourish extending to the right.

Charlene Briner
Interim Director
Office of Cannabis Management

Appendix D: Notice to Unlawful Cannabis Sellers

Notice to Unlawful Cannabis Sellers

This notice is to inform you that your current course of action may run afoul of Minnesota law, and continuing this course of action may result in civil actions and potential criminal prosecution. To avoid such outcomes, you should immediately cease and desist any plans to engage in the unlicensed sale of cannabis and cannabis products.

[Minnesota Statutes, Chapter 342 \(www.revisor.mn.gov/statutes/cite/342\)](http://www.revisor.mn.gov/statutes/cite/342) governs Minnesota's cannabis market, and empowers OCM to ensure regulatory compliance. [Minnesota Statutes, chapter 342.09, subdivision 4 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.4\)](http://www.revisor.mn.gov/statutes/cite/342.09) prohibits the retail sale of cannabis flower and cannabis products "without a license issued under this chapter that authorizes the sale." To date the Office of Cannabis Management has not issued any retail, or other, cannabis licenses. As such, your plan to sell cannabis in a retail setting at this date would be in flagrant violation of the law. Be aware that under [Minnesota Statutes, 342.09, subdivision 6 \(www.revisor.mn.gov/statutes/cite/342.09#stat.342.09.6\)](http://www.revisor.mn.gov/statutes/cite/342.09), OCM may assess fines in excess of a \$1,000,000 for violations of this law.

Likewise, under [Minnesota Statutes, chapter 342.19 \(www.revisor.mn.gov/statutes/cite/342.19\)](http://www.revisor.mn.gov/statutes/cite/342.19), OCM is empowered to embargo any product that it has "probable cause to believe . . . is being distributed in violation of this chapter or rules adopted under this chapter[.]" It is believed that products attempted to be sold at your retail location might be distributed in violation of the law, and would therefore be subject to embargo by OCM. Under [Minnesota Statutes, chapter 342.19, subd. 2 \(www.revisor.mn.gov/statutes/cite/342.19#stat.342.19.2\)](http://www.revisor.mn.gov/statutes/cite/342.19), once embargoed OCM "shall release the cannabis plant, cannabis flower, cannabis product, artificially derived cannabinoid, lower-potency hemp edible, or hemp-derived consumer product when this chapter and rules adopted under this chapter have been complied with or the item is found not to be in violation of this chapter or rules adopted under this chapter."

While Minnesota has legalized the sale of adult-use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, the legislature did add new statutory provisions, [Minnesota Statutes, chapter 152.0264 \(www.revisor.mn.gov/statutes/cite/152.0264\)](http://www.revisor.mn.gov/statutes/cite/152.0264), making illegal the unlawful sale of cannabis. As there are not yet any licenses issued by OCM for the cultivation, manufacture, wholesale, transportation, or retail of cannabis, any sales of cannabis products in excess of the limits in 152.0264 is illegal.

If you are only planning to sell cannabinoid products that are derived from hemp, you should ensure that the sale of those products is consistent with [Minnesota Statutes, chapter 151.72 \(www.revisor.mn.gov/statutes/cite/151.72\)](http://www.revisor.mn.gov/statutes/cite/151.72), including but not limited to the requirement that your business be registered with the Commissioner of Health, and that all products are in compliance with the relevant statutes.

Finally, in addition to the state laws outlined above, please be aware that any retail location must be in compliance with local government ordinances and zoning requirements.

OCM takes seriously its charge to enforce Minnesota Statutes, Chapter 342, and its responsibility to ensure a safe and legal cannabis market. In order to avoid the above-described actions, all attempts to open a cannabis retail dispensary in Minnesota without the appropriate license should be ceased.



705 Parkway Ave, PO Box 159, Eagle Lake, MN 56024
(507) 257-3218 Phone (507) 257-3220 Fax

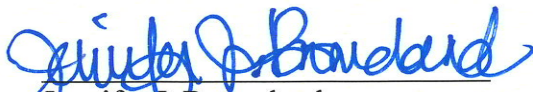
July 25, 2024

To: Honorable Mayor Norton and City Council
From: Jennifer J. Bromeland, City Administrator
Re: Updated Job Descriptions and Commencement of Hiring Process

Attached you will find job descriptions for the position of Administrative Clerk and Community Development Coordinator. The Personnel Committee recently met to review job descriptions and recommends that the updated descriptions be approved.

Following approval to commence the hiring process this evening, City staff will post both positions on the City's website, Facebook page, on the League of Minnesota Cities website, and Indeed. Applications will be accepted for a minimum of two weeks and deemed open until filled. Minnesota Valley Council of Governments (MVCOG) will assist City staff with advertising, reviewing and scoring applications, and interviewing. The City's Personnel Committee will be invited to sit in on the interviews. The 2024 pay range for the position of Administrative Clerk is \$19.31-\$25.20, while the pay range for the position of Community Development Coordinator is \$25.95-\$33.87.

A motion is needed to approve the updated job descriptions and authorize the commencement of the hiring process.


Jennifer J. Bromeland
City Administrator

**JOB DESCRIPTION
CITY OF EAGLE LAKE**

Position	Supervisor	Department
Administrative Clerk	City Administrator	Administration
FLSA Classification	Supervises	
Non-Exempt	None	

POSITION SUMMARY

Under the general supervision of the City Administrator, the Administrative Clerk performs varied and increasingly responsible office and administrative support work related to serving and assisting customers and others who visit City Hall; preparing and processing cash collections for the City; preparing transaction reports; providing clerical support to the City Administrator and other City departments as requested; composing routine correspondence independently and as assigned; filing and retrieving correspondence and other information as needed; ordering supplies as needed; preparing water utility billing statements; issuing City permits; and other functions as may be apparent or assigned.

RELATIONSHIPS

EMPLOYEE CONTACTS

Considerable contact with most employees.

OUTSIDE CONTACTS

Considerable contact with the public, both on the phone and in person. May also be in contact with other local, county, state, federal agencies, contractors and consultants.

ESSENTIAL FUNCTIONS

- Processes and maintains records concerning utility accounts payable.
- Types reports, correspondence, bills, receipts, schedules, minutes, public hearing notices, etc.
- Answers the phone; greets the general public and responds to inquiries or refers to the proper official.
- Schedules appointments.
- Maintains electronic and paper files and recommends changes in filing systems. Responsible for the City's Records Retention Program.
- Compiles and prepares for distribution financial, statistical, activity, and legal reports as assigned.
- Opens and distributes mail to appropriate departments.
- Attends Planning Commission meetings and takes minutes, as necessary.
- Issues building permits, zoning permits and chicken and dog licenses.
- Assists in processing payroll, as necessary.

- Assists City departments with administrative duties.
- Assists in marketing and promoting the City including, but not limited to: distributing communications approved by the City Administrator and updating City's website and social media sites with approved communications.
- Assists with rental housing license process, as necessary.
- Maintains and orders office supplies.
- Manages the rental process for City facilities including the Council Chambers and Park Pavilion.
- Issues nuisance notices as assigned, tracks compliance, and coordinates abatement activities with public works.
- Monitors the front entrance and waiting space to ensure a clean and welcoming environment.
- Assists in the preparation of City Council meeting and City Committee packets.
- Performs physical and mental demands and work environment requirements for this position.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Participates in safety training as part of the City's Regional Safety Group.
- Effective and respectful communication and interactions with other employees, supervisors, individuals from other organizations, and citizen customers.
- Maintains confidentiality in dealing with not public data and sensitive information.
- Performs other duties when assigned or when necessary.

EMPLOYMENT STANDARDS

EDUCATION AND EXPERIENCE

- Minimum: Must possess a high school diploma or GED. Experience in a work environment with Word, Excel, desktop publishing programs, and/or financial software.
- Desirable: Two (2) years postsecondary education. Experience in clerical or administrative support, financial transactions, or high-volume customer service. Experience working in local government.

CONDITIONS OF EMPLOYMENT

- Must possess a valid driver's license and be able to drive in the State of Minnesota.
- Ability to work evening and extended hours.
- Must satisfactorily complete a background examination.
- Must comply with organizational and departmental policies.
- Must comply with data practices policies and standards relative to not public data. Any access to not public data should be strictly limited to accessing the data that is necessary to fulfill the employment responsibility. While data are being accessed, incumbent should take reasonable measures to ensure the not public data are not accessed by individuals without a work reason.

Once the work reason to access the data is reasonably finished the not public data must be properly stored according to city policy and the Minnesota Statutes.

NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

- Excellent customer service skills and ability to use tact and courtesy when communicating with the public.
- Knowledge of telephone etiquette and techniques.
- Knowledge of practices and procedures of computerized data entry and retrieval.
- Working knowledge of computers and computer applications.
- Knowledge of office practices and procedures and standard office equipment.
- Knowledge of modern procedures of cashiering and data processing methods.
- Ability to act independently while performing required tasks.
- Ability to make arithmetical computations and count cash rapidly and accurately.
- Extensive experience in all areas of clerical skills, including typing, mathematical computation, personal computers, miscellaneous office machines, filing, composing business correspondence, organizing and managing operating systems in an office setting.
- Ability to problem-solve issues ranging from the routine to the complex.
- Ability to prioritize work assigned for optimum efficiency.
- Willingness to accept responsibility, take initiative, and work independently to accomplish the goals assigned.
- Willingness and ability to learn about new equipment.
- Ability to perform a variety of clerical and manual tasks.
- Ability to listen, speak, and communicate in an effective manner with a diverse group of individuals both inside and outside the organization.
- Ability to provide assistance and coordinate work with others.
- Ability to speak and write effectively to respond to complaints and requests on a full range of issues and compliance standards.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Requires incumbent to work inside, alone, with others, around others, and have contact with the public.

- Activities that occur extensively (more than 6 hours) are communicating verbally, using interpersonal skills, concentrating, working with interruptions, time management, using fingers, wrists, and hands, fine manipulating, talking, hearing, using near vision, visual accommodation, color vision, and peripheral vision.
- Activities that occur frequently (from 4 to 6 hours) are problem solving and sitting.
- Activities that occur occasionally (from 1 to 3 hours) are using analytical ability, standing, walking, and using far vision.
- Activities that occur infrequently (up to 60 minutes) are communicating in writing, using organizational skills, using creativity, bending, stooping, squatting, pushing, pulling, twisting, climbing staircases, reaching straight, above, and below shoulder level with both shoulders individually or at the same time, handling, using both feet individually or at the same time, carrying and lifting up to 24 pounds.

JOB LOCATION/EQUIPMENT UTILIZED

The position is located at City Hall. Equipment used includes, but is not limited to, the following: personal computer with a variety of software applications, cash register, telephone, fax machine, copier, calculator, and scanner. This position does require the operation of an automobile.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Revised: July 2024

COMMUNITY DEVELOPMENT COORDINATOR

Job Title: Community Development Coordinator

Department: Community Development

Purpose: Oversees planning and economic development related activities and projects.

Organizational Relationships

Reports to: City Administrator

Communicates with: *Internally* – City Council, Planning Commission, Economic Development Authority, Park Board, and City Staff; *Externally* – Citizens, contractors, developers, local, state or federal agencies.

Supervises: None.

ESSENTIAL FUNCTIONS

- 1. Facilitates Economic Development Authority:** Prepare staff reports, type agendas and minutes, and make recommendations to facilitate Economic Development Authority meetings.
- 2. Facilitates Planning Commission Meetings and Processes:** Prepare staff reports, type agendas and minutes, and make recommendations to facilitate Planning Commission meetings.
- 3. Revolving Loan Fund Program:** Processes applications for revolving loan funds. Works with Revolving Loan Committee on reviewing applications.
- 4. Economic Development:** Oversees the business recruitment, retention, and expansion of Eagle Lake's economic development.
- 5. Review Building Permits & Zoning Applications:** Assist applicants with permit process. Ensure compliance of uses of land with zoning code and land use/comprehensive planning documents.
- 6. Prepare & Update Land Use Documents:** Keep land use policies and documents current with existing laws and needs of the community. Prepare and present to Planning Commission for approval and ultimately to City Council if policy or document is to be updated.
- 7. Subdivision Review:** Oversees the project review process pertaining to new subdivision developments. This includes working with City Administrator, City Engineer, and appropriate staff for public works and public utilities.
- 8. Grant Administration:** Write grants as directed or needed related to community development.

COMMUNITY DEVELOPMENT COORDINATOR

9. **Provide Information to Citizens:** Discuss issues and questions citizens may have regarding zoning code, comprehensive plan, variances, conditional use permits, annexations, building permits, etc.

Other Duties and Responsibilities

1. Occasionally required to answer incoming calls and help customers in the front office and direct them accordingly.
2. Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, and ABILITIES

- Must possess knowledge of current land use practices.
- Must possess knowledge of state statutes that pertain to the field of planning and economic development.
- Must possess ability to work and communicate, in verbal and written fashion, with the public, planning and zoning commission, city council, and work groups.
- Must be able to organize and facilitate public meetings in conjunction with the chairpersons of the planning commission and economic development authority.
- Must possess research skills.
- Must have a working knowledge of Windows based software, Microsoft Word, Excel, GIS, and have an ability to continue learning other software or updates of existing software.

MINIMUM QUALIFICATIONS

This position requires B.A. or B.S. in city planning, urban studies, public administration, or related field. An individual nearing completion of such degree may also be considered for this position.

Preferred Qualifications

Preferred qualifications for this position would be an M.A. in urban studies, public administration or related field, experience in planning, economic development and GIS or any combination of the three.

Working Conditions

Work is performed in typical office environment with travel within/without the City to observe projects and attend meetings. Operates either personal or City vehicle for regular transportation needs. Sits for extended periods of time. Noise in work place is usually quiet but may be exposed to louder noises at work sites. Uses near vision, ability to focus, sense of touch, and hearing. Uses fine and large motor movements at times. While performing the duties of this job, the employee is regularly required to use hands

COMMUNITY DEVELOPMENT COORDINATOR

to finger, handle, or feel objects, tools, or controls and talk or hear. The employee is occasionally required to stand, walk, reach with hands and arms, and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds.

Hours of Work

Monday-Friday, 8:00 a.m.-4:30 p.m., and attendance at before and after work meetings as needed.