

Mayor Olson called the meeting to order at 6:30 pm, stating it was a special open meeting that was being held to discuss the Trailhead land and International Owl Center. Present were: Mayor Dave Olson, Kevin Knutson, Cheryl Sanden, Emily Krage, Matt Schutte, Christina Peterson, Audrey Hegland, Randy Thesing, Karla and Hein Bloem, Owl Center Board members Bill Ohm, Bob Carlson, Jim Nissen and Peter Congdon.

Christina Peterson summarized events leading up to the present, stating that there had been many discussions over the lease or purchase of the Trailhead land for the proposed International Owl Center, including input by both attorneys. The Owl Center Board had submitted an offer to purchase. Attorneys were asked to review the offer. The City's main item of concern is that the land must never go to a third party without City approval, since in many respects, this area represents the front door to the City and a good appearance is necessary. If for any reason the Owl Center does not retain or cannot build the proposed project, the land must revert back to the City unless otherwise agreed upon by the City.

Whether this is a lease or purchase agreement is to be discussed. If a lease is agreed upon, the Owl Center Board would like to have assurance that the lease amount will not be increased or the agreement not renewed. Another issue is when the project would actually begin. The agreement can be set up but could have a later effective date, for example. Ohm stated this is one of the things they like about purchasing the land, since they could assure potential donors that they have the land for certain, and it also seems to be the cleanest way to operate. He did not think there would be a problem in modifying the right of first refusal language to favor the City.

Mayor Olson asked about the status of the four or five houses needed for the Owl Center. Ohm said that they have two committed. Carlson stated that the Center could be built on the two parcels if need be.

Ohm: When the aviaries and surrounding fencing are built, the existing grass will not be mowed any longer and the area instead, planted with wild flowers and other native vegetation. The Owl Center prefers the native vegetation and trees be done now, since it would be something that could be of benefit to the City and also would give the trees and vegetation a head start.

Land area – Boundaries: Details were discussed and small modifications agreed upon.

Existing signage: The current purchase agreement draft states the seller shall remove the entry signage prior to purchase by the end of next year. It was suggested that if the City builds a new sign it will be on their property and at their expense, and the Owl Center would remove the current signs. Ohm reiterated that if the City wants the signs they have to move them; otherwise they will be removed.

Parking Lot: At this time the DNR provides major maintenance repairs to the parking lot and the City at this time sees to plowing. Peterson recommended that a separate maintenance agreement be developed that spells out how any additional costs would be handled and divided up.

Fireworks: Must be at least 500' away from the Owl Center aviaries. The original agreement states it should be moved within two years, 2020. It was suggested that this is most important once owls are moved in.

Flowage easement: If the land is purchased, someone would have to execute a flowage easement, which needs to be recorded, as it is a legal document. Peterson will send Ohm an example of a flowage easement. She suggested the Owl Center draft a plan outlining what plantings they envision and discuss this with the Army Corps. A lease can be negotiated as to what and when preliminary preparations can begin, such as plantings, etc.

Ohm inquired that if a lease is done, would the Council feel better about signing this agreement? Knutson voiced the opinion that a signed lease should be enough to satisfy a potential donor. Peterson said that any lease agreement developed must be reviewed by attorneys.

Ohm asked if the Owl Center leases the land, can they plant the trees and vegetation they want, or do they have to come to the City to request permission. Peterson replied that the lease would cover what kind of trees and vegetation can be planted.

She stated that if the Owl Center is not using the property as intended, there will be a termination clause that will come into play, and the land must then revert back to the City. Comment was made that the land would need to return to its original state.

Thesing asked whether the trees, shrubs or other plantings would be placed on or inside the fence; that wherever they are located, he wants them placed so the City can mow a clean edge. The fencing must also allow water to pass through during high water or heavy rains.

Peterson said the City will prepare a draft lease for the Council's review excluding a lease amount, which will be filled in later. Ohm stated that the Owl Center Board meets Thursday, May 3, and will discuss whether they prefer a lease or purchase.

Other: Bloem invited those present to attend the Owl Center breakfast fundraiser being held on May 14 featuring locally grown foods.

MOTION BY KRAGE, SECONDED BY KNUTSON TO HAVE THE CITY ATTORNEY DEVELOP THE LEASE AGREEMENT;
MOTION CARRIED UNANIMOUSLY.

MOTION BY SCHUTTE, SECONDED BY KRAGE TO ADJOURN THE MEETING AT 7:35 PM.