



CITY COUNCIL MEETING
Tuesday, February 18, 2025 at 7:00 PM
Council Chambers, City Hall at 540 West Hills Circle
Roll Call: Council Members Voss, Dotson, Burbank,
Boeke, McCann, Svenby, and Raney

PLEASE NOTE: At 5:00 pm, Council will tour the Wastewater Treatment Plant. Hard hats and reflective vests are required when touring the WWTP, bring your own, they are not available on-site. Council will return to the Council Chambers in the Charles S. Crandall Center, 540 West Hills Circle. If time allows, there will be updates on various boards and commissions.

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

- 1.1. Council Agenda
- 1.2. Public Hearing - Preliminary Assessments - 2025 Street & Utility Project
 - 1.2.1. Resolution 8-25 2025 Street & Utility Project - Authorize Plans and Order Improvement
- 1.3. Mayor Jessop
- 1.4. Owatonna Public Library - Quasquicentennial Plans

2. CONSENT AGENDA ITEMS

- 2.1. Minutes – Council Meeting – February 4, 2025
- 2.2. Department Reports
 - 2.2.1. Building Inspections Monthly Report- January 2025
 - 2.2.2. Fire - Monthly Activity Report - January 2025
- 2.3. Licenses/Permits
 - 2.3.1. Event Permit - Great River Greening Tree Project - May 10, 2025
 - 2.3.2. Event Permit - Owatonna Bike Blessing - May 4, 2025
- 2.4. Miscellaneous
 - 2.4.1. Accept Donations for Owatonna Human Rights Commission
 - 2.4.2. Set Date of 2025 Local Board of Appeal and Equalization Meeting - April 15, 2025

3. ACTION ITEMS

- 3.1. Finance Report
- 3.2. Ordinances
 - 3.2.1. Second/Final Reading Proposed Ordinance 25-01: Amend Section 93.029 - Noise in Public Parks
 - 3.2.2. Second/Final Reading Proposed Ordinance 25-02: Amend Chapter 95, Noise Control
 - 3.2.3. First Reading Proposed Ordinance 25-04: Amend Chapter 90, Animals - Prohibit Roosters

3.3. Resolutions

3.3.1. Resolution 9-25 - Accept Bids & Award Contract - 2025 CIPPS Project

3.4. Miscellaneous

3.4.1. On-Sale Liquor with Sunday Sales License - La Main Capital Group LLC, dba DoubleTree by Hilton Owatonna - 2365 NW 43rd Street

3.4.2. Rivers Springs Water Park Facility Assessment - ICS

3.4.3. Professional Services Agreement - 18th Street SE Reconstruction & Trail Project - SEH, Inc.

3.4.4. Bioretention Practice Maintenance Agreement - Halla Construction & Landscaping

4. **STAFF REPORTS**

5. **PUBLIC COMMENTS:** Please limit comments to 2 minutes. Please approach the microphone, sign-in and state your name and address for the record after being acknowledged by the Council President. Speakers will be limited to two minutes to deliver their comments. Those speaking are asked to conduct themselves in a respectful manner as they deliver their comments. Audience members are asked to refrain from reacting to comments. The City Council will not respond directly to comments in this venue or take immediate action in response to them.

6. **COUNCIL COMMENT AND GENERAL INFORMATION**

7. **ADJOURN**

NOTICE OF PUBLIC HEARINGS ON IMPROVEMENT
CITY OF OWATONNA, MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Owatonna, Minnesota, will hold hearings during the City Council Meeting to be held on Tuesday, February 18, 2025, beginning at 7:00 p.m. in Chambers at the Charles S. Crandall Center, 540 West Hills Circle.

This public hearing is to consider the making of the 2025 Street & Utility Project. The project involves reconstruction of:

- Linn Drive SW
- Oakdale Street SW - From Linn Drive to 2nd Avenue SW

the current estimated cost of such improvement is \$2,306,715.35; the total cost to be assessed is currently estimated at \$234,916.24.

pursuant to Minn. Stat§§ 429.011 to 429.111.

Reasonable estimates of the impact of Preliminary Assessments will be available at this hearing. Such persons as desire to be heard with reference to these proposed improvements will be heard during these hearings.

BY ORDER OF THE OWATONNA CITY COUNCIL

January 21, 2025



Kris M. Busse, City Administrator/City Clerk



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 8-25 2025 Street & Utility Project - Authorize Plans and Order Improvement

Purpose:

Request City Council to authorize preparation of plans and specifications for the 2025 Street & Utility Project with improvements to Linn Drive and Oakdale Street SW.

Background:

On December 17, 2024, City Council approved Resolution 122-24: Ordering Preparation of the 2025 Street & Utility Project Feasibility Report. On January 24, 2025, thirty-nine (39) property owners were mailed Notice of their Preliminary Assessment and Public Hearing, and a notice was published in the Owatonna People's Press. Project information was presented and explained to those present at an informational meeting held on February 12, 2025.

If the project is approved, project completion is anticipated to be in the Fall of 2025. Following project completion, the property owners may pay the assessment in full within 30 days of billing for no interest to accrue. If not paid, the assessment amount will be certified to Steele County Assessor for collection with property taxes over a 10-year period with an annual interest rate which will be set at the Proposed Assessment Hearing. The next step in the construction process is to direct the Engineering Staff to finalize plans and specifications for the 2025 Street & Utility Project.

Budget Impact:

The 2025 Street & Utility Project will be financed through a combination of City Funds, OPU Funds and Special Assessments. Total Cost is currently estimated at \$2,306,715.35; current estimate of cost to be assessed, approximately 10% of the total project cost is \$234,916.24.

Staff Recommendation:

Staff recommends approval of Resolution 8-25.

Attachments:

1. Resolution 8-25 Order Improvements-Authorize Plans - 2025 Street & Utility Project

RESOLUTION NO. 8-25

A RESOLUTION RECEIVING REPORT AND ORDERING 2025 IMPROVEMENTS

WHEREAS, pursuant to Resolution No. 122-24 of the Council adopted December 17, 2024, a report has been presented by the City Engineer and a public hearing held on February 18, 2025, with reference to the construction of proposed Improvement No. 25001, the 2025 Street & Utility Project with improvements to Linn Drive and Oakdale Street SW

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 18th day of February, 2025, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. That the Council has considered said improvements in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429, at an estimated total cost of the improvements of \$2,306,715.35.

The City Engineer is hereby designated as the engineer for these improvements. He shall prepare plans and specifications for the making of such improvements.

The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax-exempt bonds.

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

Aye ___; No ___; Absent ___

Approved and signed this ___ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk



CITY OF
OWATONNA

Mayor Jessop



OWATONNA
Public Library



Owatonna City Council Minutes

February 4, 2025 – Draft Copy

On Tuesday, February 4, 2025, at 7:00 p.m., Council President Raney called the regular session of the Owatonna City Council to order in the Chambers of the Charles S. Crandall Center. Present were Council Members Voss, Dotson, Burbank, Boeke, McCann, Svenby and Raney; Mayor Jessop; City Attorney Walbran; Public Works Director Murphy; Finance Director Burns; Police Chief Mundale, Sergeant Matejcek; Park Director Dieckmann; Assistant City Administrator Tuma, IT Technology Specialist Inz; City Administrator Busse and Administrative Coordinator Clawson.

Following the Pledge of Allegiance, Council President Raney welcomed everyone. Council Member Boeke made a motion to approve the agenda as presented, Council Member Svenby seconded the motion, all members voted aye in approval.

Consent Agenda Items

Council President Raney explained council members review the Consent Agenda items prior to the meeting for approval in one motion. Consent Agenda items for this meeting include:

- Minutes – Council Meeting – January 17, 2025

- Planning Commission Minutes - December 10, 2024

- EDA Minutes - December 18, 2024

- Airport Commission Minutes - December 19, 2024

- OPU Commission Minutes - November 26, 2024

- Event Permit - BobFest - Foremost Brewery - February 22, 2025

- Exempt Permit - Mn Pheasants Inc Raffle - March 1, 2025

- Temporary Liquor License - Steele Co Historical Society - April 22, 2025

- Revoke On-Sale with Sunday Sales Liquor License - Lacey's at Brooktree

 - Lacey's at Brooktree closed during November. The Minnesota Department of Revenue requested the current liquor license be revoked by the City of Owatonna to assist in issuance of future licenses

- Joint Powers Agreement for Human Resource Background Checks – BCA

 - JPA for our Human Resources Department to use the BCA for background checks.

 - There is a cost for the BCA to perform a background check when needed, current cost is \$33.25 each.

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

Finance Report

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

\$ 52,039.65	Crysteel Truck Equipment - dump truck box for sludge truck
50,616.00	Karl Chevrolet Inc - 2024 Tahoe - fire department
64,076.31	MTI Distributing Inc
	- reel grinder - golf course - \$62,244.00
	- misc parts - \$1,832.31

863,885.11	Rice Lake Construction Group - WWTP Expansion pay est #31
148,809.86	Southeast Service Cooperative - January 2025 health ins premiums
<u>362,800.96</u>	Other Expenditures
\$1,542,227.89	Subtotal
<u>110,499.06</u>	HRA Housing Assistance Payments
\$1,635,254.75	Total Expenditures Presented for Approval

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

Second Reading Proposed Ordinance 25-03: Adjust Sanitary Sewer Rates

Public Works Director Murphy requested approval of Proposed Ordinance 25-03 to change the rates for sanitary sewer rates. Chapter 35 of the 2015 Ordinance Code of the City of Owatonna related to Appendix A Fee Schedule, (C) Sewer Rates, charges, and fees, (2) Industrial sewer rates and charges established, (3) Domestic sewer rates and charges established will be amended. Rates will be adjusted effective March 1, 2025, to maintain a solvent fund balance in the Sanitary Sewer Budget. The council approved the first reading of this proposed ordinance during their February 4, 2025, meeting and there have been no changes since. Council Member Burbank made a motion for approval, Council Member McCann seconded the motion. With a roll call vote, voting aye were Council Members Voss, Dotson, Burbank, Boeke, McCann, Svenby and Raney; No Nays; the motion carried. This will be known as Ordinance 1668 to be effective upon publication.

First Reading Proposed Ordinance 25-01: Amend Section 93.029 - Noise in Public Parks and Ordinance 25-02: Amend Chapter 95, Noise Control

City Attorney Walbran commented that the City Code includes ordinances regarding noise control which were adopted in 1976. During 1992, regulation regarding noise in the city's parks was approved. These proposed ordinances updates with reference to modern-day audio devices and amend the list of the city's parks to include those added since 1992. City Administrator Busse, Assistant City Administrator Tuma and Chief Mundale assisted in preparing these proposed changes to Chapter 95, Noise Control and addition of the MPCA Standards of noise area clarifications and additional restrictions to public nuisance noises prohibited for law enforcement compliance.

Council Member Boeke made a motion to approved Proposed Ordinance 25-01 to amend Section 93.025 regarding noise in public parks, Council Member Burbank seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Burbank, Boeke, and Raney; No Nays; the motion carried. The second/final reading will be heard during the next Council Meeting on February 4, 2025.

Council Member Svenby made a motion to approved Proposed Ordinance 25-02 to amend Chapter 95 regarding Noise Control, Council Member McCann seconded the motion. With a roll call vote, voting aye were Council Members Svenby, Voss, Burbank, Boeke, and

Raney; No Nays; the motion carried. The second/final reading of this proposed ordinance will also be heard during the next Council Meeting on February 4, 2025.

Resolution 7-25 Premises Permit to Conduct Lawful Gambling at Mineral Springs Brewery - Owatonna Youth Hockey

City Administrator Busse requested approval of Resolution 7-25 to approve an application received from Owatonna Youth Hockey (OYH) to conduct lawful gambling (pull tabs) under a lease agreement with Mineral Springs Brewery at 210 N Oak, Suite 1. Council Member Voss made a motion for approval, Council Member Boeke seconded the motion, all members present voted aye for approval.

Amendment #4 - Professional Services Agreement for Staff Augmentation - WHKS & Co.

Public Works Director Murphy requested approval Amendment #4 to the Professional Services Agreement with WHKS & Co. for Staff Augmentation. WHKS has provided staff augmentation services to assist with engineering projects and training since November 15, 2022. Services include design oversight, design direction, establishing design schedules, assessing staff's design skills and needs, and State/Federal Aid Project compliance assistance. Staff and WHKS typically meet via Microsoft Teams for check-ins. Additional services are necessary due to the vacancy of the Civil Engineer position, effective January 1, and various assistance is now needed for the upcoming construction season's projects. Services will be billed hourly, this agreement amendment will not exceed \$20,000 without additional authorization. The total contract amount to date, including amendments 1, 2 and 3, and 4 is \$130,000. Council Member Boeke made a motion for approval, Council Member Voss seconded the motion, and all members voted aye in approval.

Consulting Services - Asset Development Consulting for Renewable Natural Gas – EcoEngineers

Public Works Director Murphy presented the Asset Development Consulting Proposal received from EcoEngineers. Consulting services will be provided to assess Owatonna's revenue producing options for biogas conversion to renewable natural gas and providing recommendations. The City of Owatonna is operating a wastewater treatment plant with the intention of upgrading biogas to renewable natural gas (RNG). The attached proposal includes consulting services to engage EcoEngineers consulting services to provide feedstock and process market analysis to help aid determining participation in a regulated or non-related market for the best short- and long-term facility revenue plan. EcoEngineers will also prepare a list of recommendations for market entry as well as general guidance on commercial agreement structures. A MSA and NDA are also included within the agreement; cost of the initial Compliance Consultation will be \$25,000. Council Member Boeke made a motion for approval, Council Member McCann seconded the motion, all members present voted aye for approval.

STAFF COMMENTS

Park Director Dieckmann commented that park staff have been busy with equipment maintenance and trimming trees. and the wheel grinder at the golf course. Training is scheduled for the new mower, the wheel grinder will operate at a reduced noise level, create less dust, and can be programmed for safety operations.

PUBLIC COMMENTS

Melissa Zimmerman, 2525 Stony Creek Drive, commented she was making comments regarding the proposed East Side Corridor. She has learned a lot about noise levels within the last several months and is thankful for the proposed updates to the city's noise ordinance which will protect us all. How will noise impact the North Country subdivision if the east-side corridor is built on East 29th? Our community is preparing to vote yes to a noise wall, WSB staff advised a noise wall would be built if 29th Avenue is the final route chosen for the east-side corridor project and an e-mail message from the Steele County Engineer also says this. This will add additional expenses to this project, do we need this increased expense?

Gary Jones, 995 Ridge Road commented he has done a little research to question if other cities allow deer stands above disc golf courses. Rochester has two disc golf courses but deer stands are not allowed near them. Faribault, Northfield and Winonna do not allow deer stands near any of their parks. Owatonna is the only city that allows deer management on public property and there are deer stands close to the city's disc golf course. P&R staff has told me not to worry, the hunters shoot downward but that is where the people are. Mineral Springs Park is too small and should not be included in the city's Deer Management Plan. Kaplan Woods is 200+ acres and stands should be placed in secluded areas where dirt bikers are not riding.

Justin Bartels, 1 N Elm Avenue, told a story of a child praying to receive a kitty and his prayers were answered when a kitty surprised them. He kept the kitty unaware that someone would be looking for it. He requested reestablishment of prayer prior to City Council Meetings, he believes they can help everyone and hurt nobody.

Gale Jorgenson, 249 E Main Street, commented that she is a Christian and firmly believes in separation of state, city, school, and church. If public prayer is offered, it opens to all; when she lived in Minneapolis, several groups took advantage of their time which led to bigger problems. She requested there be no display of public prayer.

MAYOR AND COUNCIL COMMENTS:

Council Member McCann asked how a recent tour of the West Hill facilities went. Council Member Raney commented that the Task Force toured the West Hill campus last week and saw firsthand the challenges the school and city face with the swimming pool at West Hills and Junior High.

Mayor Jessop commented that last week he attended the MURA Legislative Rally with OPU General Manager Roger Warehime. They met with House Representative Tom Sexton and held a very open conversation of current concerns. Last night he attended a meeting of the Owatonna Fire Fighter Relief Association with City Administrator Busse and Fire Chief Hofman, he was encouraged to see the firefighters were all very actively engaged in their meeting.

Council Chairman Raney commented tonight's meeting had been a good meeting.

At 7:40 p.m., Council Member Boeke made a motion to adjourn, Council Member Dotson seconded the motion and with no objection, the meeting ended.

Respectfully submitted,
Jeanette Clawson, Administrative Coordinator



CITY OF
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Department Reports

COMPARISON REPORT OF BUILDING DONE IN CITY OF OWATONNA IN YEARS 2024 AND 2025													Ken Beck, Building Official			
	DWELLINGS		ACCESSORY		COMMERCIAL		ADD. & ALT.		DUPLEX/APTS		DEMO	TOTAL				
Month	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	VALUE	NO.	NO.	VALUE			
Jan '24	0	0	2	6,500	33	7,806,205	95	763,150	0	0	0	130	8,575,855			
Jan '25	0	0	0	0	22	13,865,031	85	566,740	0	0	0	107	14,431,771			
Feb '24	2	700,000	4	7,500	52	8,218,972.00	198	1,725,152.62	0	0	0	256	10,651,624.62			
Feb '25																
Mar '24	3	940,000	5	8,250	75	10,847,903	289	\$ 2,612,593.78				372	\$ 14,408,746.78			
Mar '25																
Apr '24	3	940,000	19	81,750	107	44,321,109	446	\$ 3,981,714.59	0	0	0	575	\$49,324,573.59			
Apr '25																
May '24	3	940,000	38	235,738	125	46,373,553.00	586	5,141,328.01				752	52,690,619.00			
May '25																
Jun '24	3	940,000	52	338,988.00	141	48,105,001.10	730	6,515,257.09	2	400,000	2	930	56,299,246.19			
Jun '25																
Jul '24	5	2,040,000	67	387,488.00	180	53,277,518.10	888	7,891,334.33	4	980,000	5	1149	64,576,340.43			
Jul '25																
Aug '24	6	2,290,000	82	479,826.00	210	57,328,157.10	1058	9,938,435.49	4	980,000	5	1,365	71,016,418.59			
Aug '25																
Sep '24	8	2,990,000	98	617,836.55	252	66,465,557.10	1187	11,171,273.45	4	980,000	6	1,555	82,224,667.10			
Sep '25																
Oct '24	9	3,325,000	111	734,836.55	275	71,587,459.47	1,344	12,774,301.43	4	980,000	10	1,753	89,401,597.45			
Oct '25																
Nov '24	10	3,675,000	117	763,486.55	297	73,111,653.47	1,441	13,487,903.07	4	980,000	10	1,879	92,018,043.09			
Nov '25																
Dec '24	10	3,675,000	121	791,519.55	309	74,198,304	1,542	14,427,159.25	4	980,000	11	1,997	94,071,983.27			
Dec '25																

**Starting April 2023, Commerical and Industrial are combined

Owatonna Building Inspection Department Comparison Report- Construction to Date 2024/2025

Construction Report for Permits Issued through January, 2025						
TYPE OF WORK	2024 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units	2025 PERMITS ISSUED	PERMITS ISSUED FOR CONSTRUCTION COST	Units
NEW DWELLINGS	0	0		0	0	
ACCESSORY BUILDINGS (INCLUDES GARAGES, UTIL. BLDGS, SW. POOLS, ETC.)	2	6,500.00		0	0.00	
COMMERCIAL AND INDUSTRIAL PERMITS	33	7,806,205.00		22	13,865,031.00	
RESIDENTIAL ADD. & ALT.	95	763,150.00		85	566,740.00	
DUPLEXES & APTS. (INCLUDES ATTACHED SF)	0	0	0	0	0	0
DEMOLITION PERMITS	0	0		0	0	
TOTAL PERMITS ISSUED	130	8,575,855	0	107	14,431,771	0

2025 OWATONNA FIRE DEPARTMENT MONTHLY ACTIVITY REPORT

INSPECTION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Fire code inspections	214												214	2953
Fire alarm inspections	4												4	13
Sprinkler system inspections	7												7	66
Nuisance inspections	2												2	266
Weed inspections	0												0	742
Sprinkler system permits issued	3												3	26
Fire alarm system permits issued	1												1	21
Hood/Suppression system permits issued	1												1	2
Plan reviews	10												10	98
Code reviews	3												3	34
# Knox boxes checked	0												0	10
PUBLIC EDUCATION SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# people given tours	0												0	460
# people given extinguisher demos	0												0	207
# people at truck visits	0												0	1840
# people fire safety information	30												30	1289
# people juvenile firesetters	0												0	2
EMERGENCY RESPONSE SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
Incidents	City incidents	51											51	521
	Rural incidents	4											4	70
	Mutual aid given	2											2	3
Monthly Totals		57	0	0	0	0	0	0	0	0	0	0	57	594
Type of Incidents	Fire	10											10	48
	Rescue calls	5											5	117
	Hazardous conditions	4											4	77
	Service calls	4											4	38
	Good intent calls	16											16	131
	Fire alarms	17											17	179
	Others	1											1	4
Monthly Totals		57	0	0	0	0	0	0	0	0	0	0	57	594
Total training hours		312.34											312	4209
SAFETY SERVICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2025	2024
# injury reports	0												0	3
# lost work hours	0												0	0
# fire extinguishers serviced	70												70	240
TOTAL HOURS														
Full-time shift hours worked	1528.00												1528.00	20009.00
Full-time overtime hours worked	244.50												244.50	1636.58
Paid-on-Call hours worked	382.25												382.25	4671.00
Monthly Hours Worked Total	2154.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2154.75	26316.58



CITY OF
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Licenses Permits

EP-25-2**Events Permit
Application**

Status: Active
Submitted On: 2/6/2025

Primary Location

540 West Hills Circle
Owatonna, MN 55060

Owner

No owner information

Applicant

No applicant

Event Information

Event Name

Tree Giveaway

Event Contact*

Mary Jo Knudson / Katie Edmond

Location of Event*

City Hall - parking spaces from flag pole plaza south

Description of Event* ?

Trees will be given away to qualifying residents. (Must live in USDA economic justice area.) This is a part of the grant partnership with Great River Greening.

Event Set Up Date

05/10/2025

Event Set Up Time* ?

7a

Actual Event Date*

05/10/2025

Actual Event Time* ?

TBD

Clean Up Date*

05/10/2025

Clean Up Time ?

3p

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

Postponed

Reschedule Date

05/17/2025

Estimated Attendance* ?

50

Application Information

Sponsoring Organization Name*

Owatonna Parks & Recreation

Mailing Address*

540 West Hills Circle

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

www.owatonna.gov

Primary Contact

Name*

Mary Jo Knudson

Phone Number*

507-774-7364

Cell Phone

507-676-1511

Email Address*

maryjo.knudson@owatonna.gov

Primary On-site Contact

Name*

Katie Edmond

Cell Phone*

952-239-9515

Alternate On-site Contact

Name*

Mary Jo Knudson

Cell Phone*

507-676-1511

Refer Media or Citizen Inquiries To:

Name*

Mary Jo Knudson

Phone*

507-774-7364

Event Features

City Streets or Right-of-Way*

Yes

Start/End Time*

TBD

Date*

05/10/2025

Name of Requested Street(s)*

West Hills Circle - in front of City Hall

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

Yes

Start/End Time*

TBD

Date*

05/10/2025

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

No

Will sound amplification be used?*

No

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

No

Will there be temporary fencing?* ?

No

Will merchandise/food items be sold?*

No

Will food be prepared on site?*

No

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

None

Describe level of advertisement* ?

City website, Facebook page, City Happenings newsletter, newspaper, radio, Enviro show

Have adjacent property owners been notified of this event?*

No

Will the event need barricade(s)?

No

Will the event need cones?*

Yes

Number Needed*

8

Size Needed*

Medium

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

P&R staff will clean up

Will event need traffic control?*

No

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

N/A

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

Describe the emergency action plan if severe weather should arise?*

Event will end. If sudden bad weather arises, staff will be present to go inside City Hall

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

Name*

Mary Jo Knudson

Phone Number*

507-676-1511

Email*

maryjo.knudson@owatonna.gov

List any other pertinent information

Trailer with trees will be parked in the spaces from flag pole plaza and south. Recipients must qualify with an address in EJ area. This program has been vetted through City Council.

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

Applicant Signature

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

Signature of Applicant*



MJ Knudson

Feb 6, 2025

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved, please ensure fire hydrant is not blocked.

Park & Rec. Department Approval / Comments / Notes

Approved, this is a Park & Rec event.

 Police Department Approval / Comments / Notes

Approved, no impact.

 Public Works Department Approval / Comments / Notes

Approved, no impact to Public Works.

 Building & Inspection

Approved, no impact.

 Date to Council

– Consent Agenda Item - February 18, 2025 City Council Meeting.

 Council Notes

 Items Needed

Use of parking spaces on south end of parking lot in front of City Hall.

Attachments

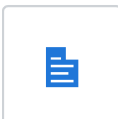


Site Plan

GRG Giveaway.png

Uploaded by Maryjo Knudson on Feb 6, 2025 at 1:55 PM

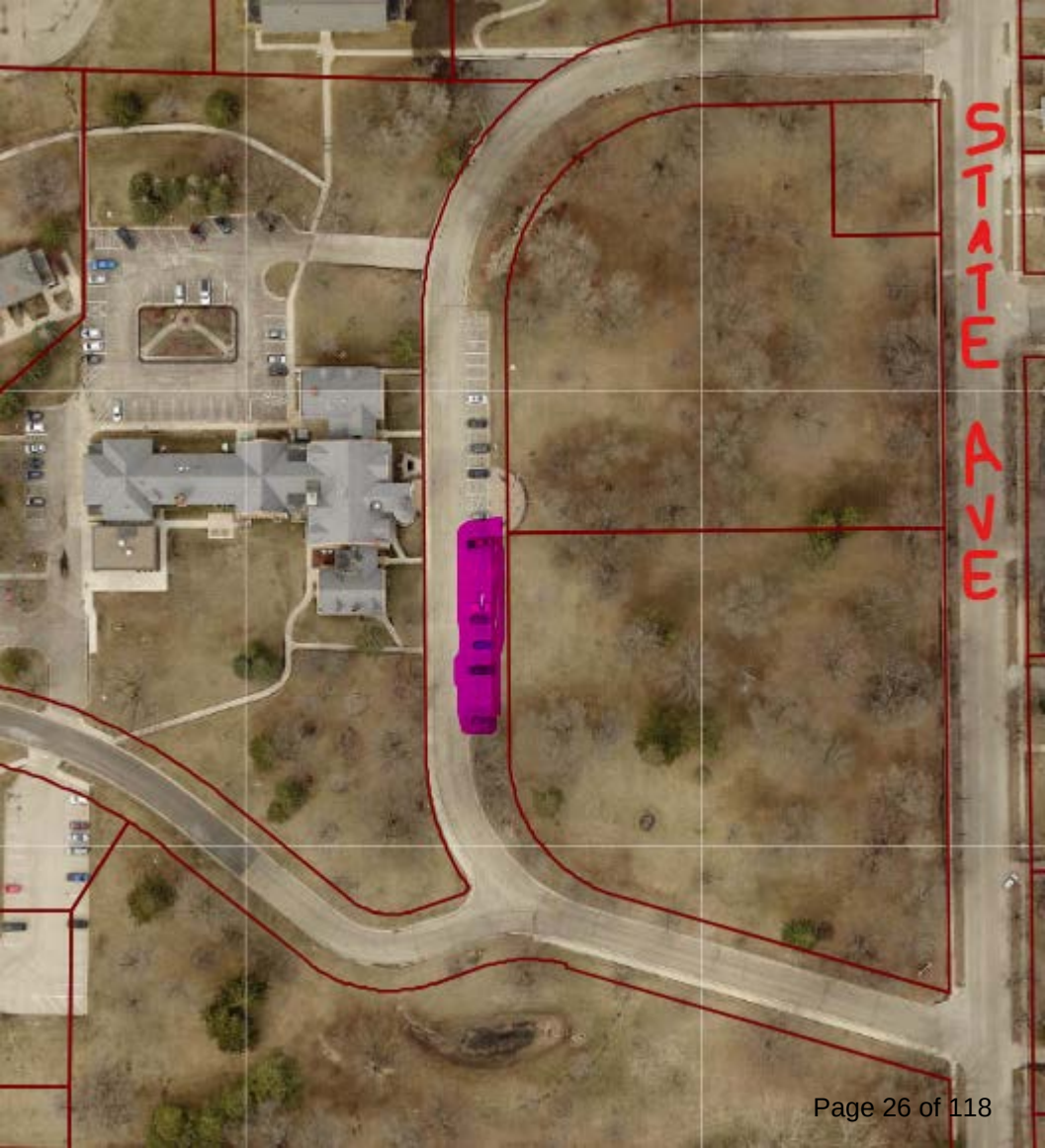
REQUIRED



Eligibility Area in Owatonna.pdf

Eligibility Area in Owatonna.pdf

Uploaded by Jeanette Clawson on Feb 7, 2025 at 3:15 PM



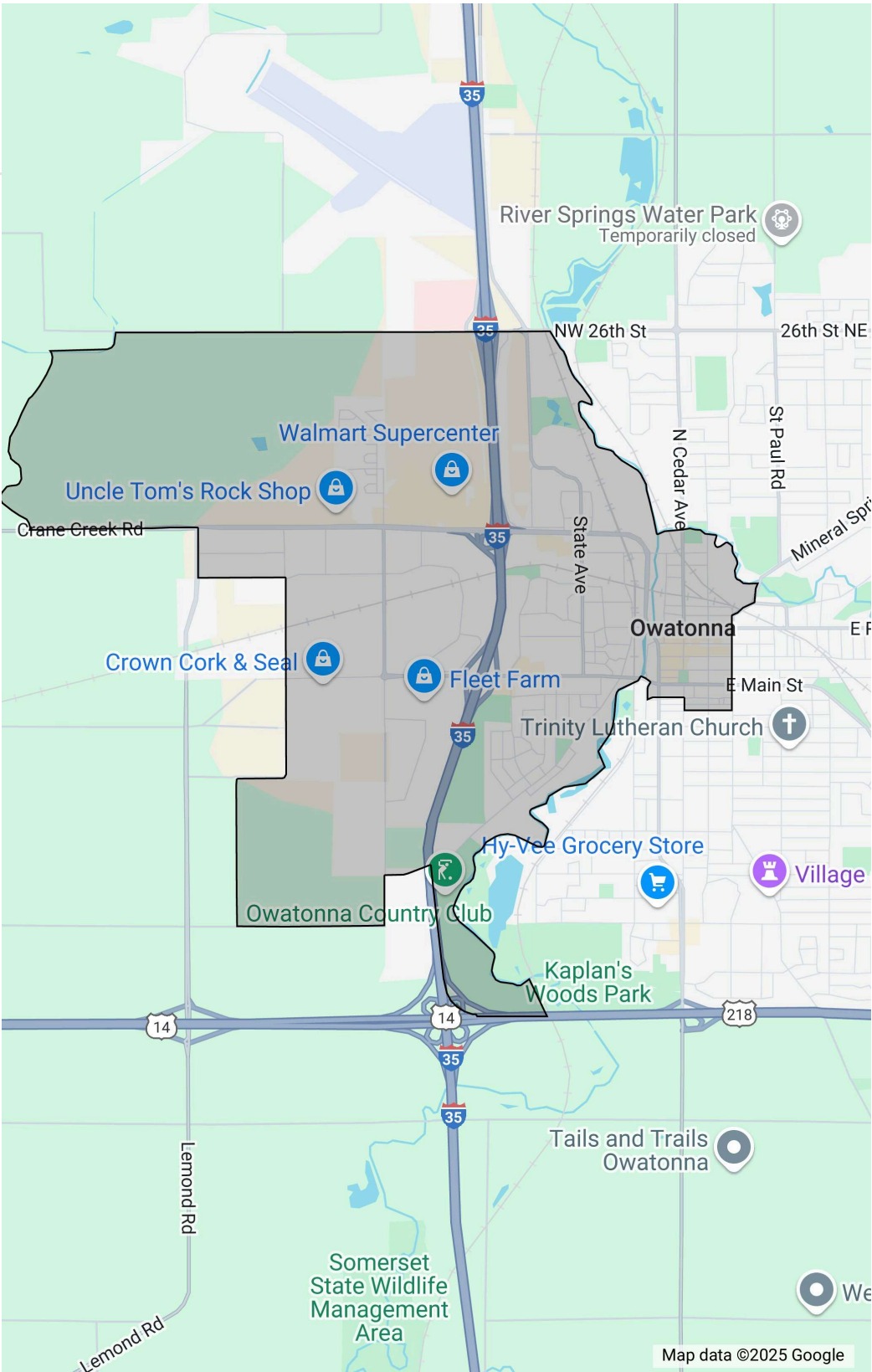
STATE AVE

Great River Greening Tree Project Eligibility Areas - Owatonna Only

Owatonna Eligibility Area



27147960400



EP-25-3

Events Permit

Application

Status: Active

Submitted On: 2/10/2025

Primary Location

No location

Owner

No owner information

Applicant

Brandon Flores



507-363-1569



hafmemorial@outlook.com



1749 sw 48th st

Owatonna, MN 55060

Event Information**Event Name**

Owatonna Bike Blessing

Event Contact*

Brandon Flores

Location of Event*

Steele County Fairgrounds - Fair Square

Description of Event* ?

Gathering of motorcyclists and enthusiasts to have their bikes blessed for the upcoming riding season. Food, live music, community resource booths, and special guest speaker. Portion of proceeds is donated to a local charity.

Event Set Up Date

05/04/2025

Event Set Up Time* ?

7am

Actual Event Date*

05/04/2025

Actual Event Time* ?

11am

Clean Up Date*

05/04/2025

Clean Up Time ?

3pm

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

Canceled

Estimated Attendance* ?

700

Application Information

Sponsoring Organization Name*

Brandon Flores

Mailing Address*

1749 SW 48TH ST

City*

Owatonna

State*

MN

Zip*

55060

Website Address*

Facebook.com/owatonnabikeblessing

Primary Contact

Name*

Brandon Flores

Phone Number*

5073631569

Cell Phone

Email Address*

mc.repair11@gmail.com

Primary On-site Contact

Name*

Brandon

Cell Phone*

5073631569

Alternate On-site Contact

Name*

Maggi

Cell Phone*

5078372022

Refer Media or Citizen Inquiries To:

Name*

Brandon Flores

Phone*

5073631569

Event Features

City Streets or Right-of-Way*

No

Alleys*

No

City Sidewalks or Trails*

No

Public Parking Lots or Spaces*

No

Parks*

No

Will any signs/banners be put up?*

No

Will there be any inflatables?*

No

Will there be entertainment?*

Yes

What Type*

Live Music

Will sound amplification be used?*

Yes

Type*	Hours*
Band Amplifier	3

Will sound be amplified after 10:00pm?*

No

Sound amplified after 10:00 p.m. will require an Exception to the City's Noise Ordinance. There is a \$150 fee for an Exception to the City's Noise Ordinance which must be paid with this Event Application

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

Yes

Dimensions*

TBD all will be within fair square boundaries

Fees may apply. No staking without approval.

Will there be temporary fencing?* 

No

Will merchandise/food items be sold?*

Yes

How many vendors expected?*

3

Will food be prepared on site?*

Yes

Will alcohol be sold?*

No

Will this event require a Temporary Liquor Permit?*

No

Will there be a fireworks display?*

No

Describe power needs and location of power source*

Using SCFF hookups per rental

Describe level of advertisement* ?

Local and online

Have adjacent property owners been notified of this event?*

Yes

Signatures required.

Will the event need barricade(s)?

No

Will the event need cones?*

Yes

Number Needed*

50

Size Needed*

Large

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

Will Central Park Stage be used?*

No

Will there be any horses?*

No

Describe trash removal and cleanup plan during and after event*

Self contained and removed same day.

Will event need traffic control?*

No

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

Multiple staff through assisting in parking and monitoring

Will "No Parking" signs be needed?*

No

Will event need security?*

No

Will event need Emergency Medical Services?*

No

Describe the emergency action plan if severe weather should arise?*

Evac to nearest storm shelter

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

Name*

Brandon Flores

Phone Number*

5063631569

Email*

mc.repair11@gmail.com

List any other pertinent information

Brandon has taken over event coordination for this year and onward from the Gavin's.

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

Applicant Signature

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

Signature of Applicant*

✓ Brandon Paul Flores
Feb 10, 2025

Internal Use

Special Provisions

Fire Department Approval / Comments / Notes

Approved with no comment.

Park & Rec. Department Approval / Comments / Notes

Approved, no impact on Park & Rec Department.

Police Department Approval / Comments / Notes

Approved. No staffing impact. Recommend permit holder be more specific and establish an emergency action plan to establish access for shelter in place, e.g. Four Seasons Centre.

Public Works Department Approval / Comments / Notes

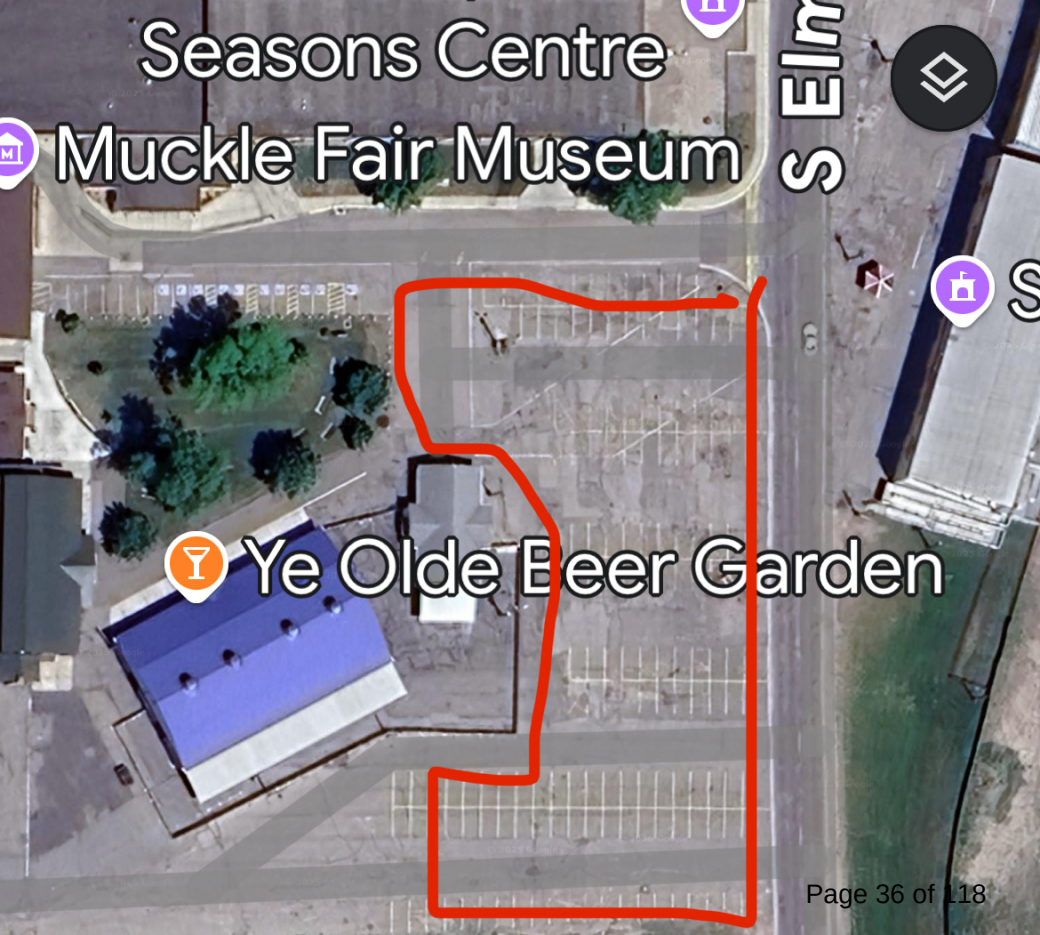
Approved, Please call 2 days prior to event to schedule pickup of cones 507-456-5028.

Building & Inspection

Approved with no comment.

Date to Council

- Council Consent Agenda Item - February 18, 2025 Meeting



Seasons Centre

Muckle Fair Museum

S Elm



Ye Olde Beer Garden



CITY OF
OWATONNA

Miscellaneous



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Accept Donations for Owatonna Human Rights Commission

Purpose:

Request Council accept donations received towards Owatonna Human Rights Commission activities.

Background:

The Owatonna Human Rights Commission (OHRC) is a seven-member advisory commission to the City Council. Their mission is to promote cultural diversity by educating the community on issues of discrimination and advise City Council on Human Rights issues.

Annually, the OHRC hosts an event on Martin Luther King Jr Day. Last month, 79 people attended the MLK Jr. Day noon event at the Steele County History Center. Co-hosting the event with contributions towards the meal and speaker fees. Contributions were received:

Riverland Community College - \$500 donation
Alliance for Greater Equity - \$250 donation
Rainbowatonna - \$100 donation

Also, members of the HomeTown Credit Union Board of Directors have the opportunity to select a local non-profit they would like to support with a financial contribution. This year, their Director, Ethan Cords, selected the OHRC as a recipient with a donation of \$500. HomeTown Credit Union will present their donation to the OHRC during their annual meeting in March.

Budget Impact:

Four donations totaling \$1,350.

Staff Recommendation:

Staff recommends approval to accept these donations towards OHRC activities.

Attachments:

None



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Kris Busse, City Administrator
SUBJECT: Set Date of 2025 Local Board of Appeal and Equalization Meeting - April 15, 2025

Purpose:

Council to set the date for the City's 2025 Local Board of Appeal and Equalization (LBAE) Meeting.

Background:

The Steele County Assessor's Office requests the date for the City's 2025 LBAE Meeting be set for Tuesday, April 15, 2025, at 6:00 pm. The purpose of the annual LBAE Meeting is to provide a fair and objective forum for property owners to appeal their valuation and/or classification with the goal of addressing property owner's issues fairly and objectively. The Steele County Assessor's Department analyzes real estate sales during a 12-month period to modify the mass appraisal system for the current market as well as to improve the equalization of property values.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Steele Co Assessor - 2025 LBAE Meeting Request

STEELE COUNTY ASSESSOR

630 Florence Ave
P.O. Box 890
Owatonna, MN 55060
Phone: 507-444-7435
Fax: 507-444-7419



RECEIVED

APR 15 2025

CITY OF OWATONNA

December 31, 20244

To: Township Officers and City Clerks

Re: 2025 Board of Appeal and Equalization Meeting Date

To Whom It May Concern:

Our office is writing to inform you that Tuesday, April 15, 2025, at 6:00 PM the Local Board of Appeal and Equalization Meeting will take place at the Charles S. Crandall Center Council Chambers, City Hall.

Please verify below and return to our office if the above listed date will work to hold your meeting. *If for some reason this date does not work, please contact our office at your earliest convenience so we can reschedule the date.*

In February 2025, I will send out the Township and City Official's Packet for you to post in your jurisdiction, so please look for those documents to come.

If you should have any questions or concerns, please contact our office at (507)444-7438.

Sincerely,

Lacy Standke

Assessment Technician II

(Please return bottom of page)

LOCAL BOARD OF APPEAL AND EQUALIZATION MEETING INFO:

Tuesday, April 15, 2025, at 6:00 PM at Charles S. Crandall Center Council Chambers, City Hall.

_____ Accept this Date/Time/Place

_____ Decline this Date/Time/Place

"An Equal Opportunity Employer"



CITY OF
OWATONNA

Finance Report

RECAP:

\$	23,514.76	Fareway Stores - hospital redevelopment TIF (year 10 out of 26)
	61,016.44	MTI Distributing Inc - 4520 Kubota tractor with accessories - park
	32,721.96	Owatonna Motor Company
		- 2025 Ford F-350 - street - \$31,732.76
		- misc. parts \$989.20
	141,003.79	Nero Engineering - WWTF upgrade & expansion project - January 2025
	881,384.54	Rice Lake Construction Group - WWTP Expansion pay est #32
	26,160.00	Versaterm Public Safety US Inc - Body, desk & interview room annual subscription renewal
	<u>341,919.37</u>	OTHER EXPENDITURES
\$	<u><u>1,507,720.86</u></u>	TOTAL EXPENDITURES PRESENTED FOR APPROVAL

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-19100-000-000-000000					
381759	02/11/25	ACUSHNET COMPANY	1,656.89	0	Regular
381760	02/11/25	ADVANCED AUDIO & LIGHTING SYST	407.00	0	Regular
381761	02/11/25	ALEX AIR APPARATUS, INC	961.06	0	Regular
381762	02/11/25	ALEXANDER LUMBER COMPANY	909.34	0	Regular
381763	02/11/25	AMERICAN LEGAL PUBLISHING	500.00	0	Regular
381764	02/11/25	AMERICAN RED CROSS	1,151.00	0	Regular
381765	02/11/25	ASPEN MILLS INCORPORATED	1,268.05	0	Regular
381766	02/11/25	AVFUEL CORPORATION	16,781.99	R	ACH
381767	02/11/25	AWARDS DIRECT INC	497.75	0	Regular
381768	02/11/25	BAKER & TAYLOR BOOKS	1,721.52	R	ACH
381769	02/11/25	BENJAMIN R JOHNSON	70.31	0	Regular
381770	02/11/25	BLUERIDGE ARMOR LLC	6,580.00	0	Regular
381771	02/11/25	BRIAN FALLINE	3,800.00	R	ACH
381772	02/11/25	C&D OIL SERVICES OF WASECA LLC	70.00	0	Regular
381773	02/11/25	CELLEBRITE	8,400.00	0	Regular
381774	02/11/25	CEMSTONE CONCRETE MATERIAL LLC	825.39	0	Regular
381775	02/11/25	CEMSTONE PRODUCTS CO	94.28	0	Regular
381776	02/11/25	CENGAGE LEARNING INC/GALE	27.19	R	ACH
381777	02/11/25	CENTER MASS INC	298.97	0	Regular
381778	02/11/25	CENTRAL FARM SERVICE	3,348.60	0	Regular
381779	02/11/25	CITY OF OWATONNA	2.24	0	Regular
381780	02/11/25	CLUB CADDIE	500.00	0	Regular
381781	02/11/25	COLORS & GLASS INC	1,380.55	0	Regular
381782	02/11/25	CONTINENTAL RESEARCH CORP	1,023.00	R	ACH
381783	02/11/25	COURT SPORTS AND MORE	387.00	R	ACH
381784	02/11/25	CRAIG L HAVELKA	1,462.35	0	Regular
381785	02/11/25	CRYSTEEL TRUCK EQUIP	205.00	R	ACH
381786	02/11/25	CULLIGAN OF OWATONNA	31.08	R	ACH
381787	02/11/25	CURT'S TRUCK & DIESEL SERVICE	189.00	R	ACH
381788	02/11/25	DELL MARKETING LP	1,288.54	R	ACH
381789	02/11/25	DENISE STEWART	185.79	0	Regular
381790	02/11/25	DINGES PARTNERS GROUP LLC	3,800.00	0	Regular
381791	02/11/25	EARL F ANDERSEN & ASSOC	719.35	0	Regular
381792	02/11/25	EPA AUDIO VISUAL INC	3,364.59	R	ACH
381793	02/11/25	ET&T DISTRIBUTORS INC	13,591.74	0	Regular
381794	02/11/25	FAREWAY STORES INC	23,514.76	0	Regular
381795	02/11/25	FERGUSON ENTERPRISES#1658,1657	543.13	R	ACH
381796	02/11/25	FIRST SUPPLY OWATONNA	556.62	R	ACH
381797	02/11/25	FOUR SEASONS ELECTRIC	8,400.05	R	ACH
381798	02/11/25	GOPHER/PLAY WITH A PURPOSE	45.82	R	ACH
381799	02/11/25	HAWKINS INC	10,142.26	R	ACH
381800	02/11/25	HEIMAN INC	388.95	R	ACH
381801	02/11/25	HERITAGE CRYSTAL CLEAN LLC	830.67	0	Regular
381802	02/11/25	HILLYARD INC	246.14	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
381803	02/11/25	HORIZON COMMERCIAL POOL SUPPLY	465.41	R	ACH
381804	02/11/25	HUBER SUPPLY CO INC	20.15	0	Regular
381805	02/11/25	IFACS	1,762.06	R	ACH
381806	02/11/25	INNOVATIVE OFFICE SOLUTIONS	10,402.95	0	Regular
381807	02/11/25	JACOB BOWMAN	30.00	0	Regular
381808	02/11/25	JACOB DAHLE	180.00	0	Regular
381809	02/11/25	JASON MARSHALL STAYTON	332.50	R	ACH
381810	02/11/25	JEFFERSON FIRE & SAFETY INC	283.91	0	Regular
381811	02/11/25	JOHN DEERE CREDIT	535.61	0	Regular
381812	02/11/25	JONES HAUGH & SMITH INC	1,752.70	0	Regular
381813	02/11/25	KERRY INC	3,984.52	0	Regular
381814	02/11/25	KIRCHNER SIDING & WINDOW INC	5,845.00	0	Regular
381815	02/11/25	KOWZ-FM	1,100.00	R	ACH
381816	02/11/25	KWIK TRIP INC	180.81	0	Regular
381817	02/11/25	LARRY THORNHILL	192.00	0	Regular
381818	02/11/25	LAWSON AUTOMOTIVE LLC	2,158.18	R	ACH
381819	02/11/25	LAWSON PRODUCTS	468.42	0	Regular
381820	02/11/25	LEAGUE OF MN CITIES	700.00	0	Regular
381821	02/11/25	LEAGUE OF MN CITIES INS TRUST	600.00	0	Regular
381822	02/11/25	LEARNING OPPORTUNITIES INC	3,165.89	R	ACH
381823	02/11/25	LEGENCE SUBSIDIARY HOLDINGS LL	4,748.05	R	ACH
381824	02/11/25	LINDER DIGITAL	1,180.00	R	ACH
381825	02/11/25	LOCKRIDGE GRINDAL NAUEN PLLP	6,666.66	0	Regular
381826	02/11/25	LOGIS	362.50	R	ACH
381827	02/11/25	MACQUEEN EQUIPMENT CO	3,005.16	R	ACH
381828	02/11/25	MARCO TECHNOLOGIES LLC	729.09	R	ACH
381829	02/11/25	MCMASTER-CARR SUPPLY CO	455.16	R	ACH
381830	02/11/25	MEGAN NORBECK	377.91	0	Regular
381831	02/11/25	METRO SALES INC	970.31	0	Regular
381832	02/11/25	METRONET SYSTEMS HOLDINGS LLC	120.20	R	ACH
381833	02/11/25	MIDWEST TAPE LLC	2,729.74	R	ACH
381834	02/11/25	MINNESOTA SECURITY CONSORTIUM	1,500.00	R	ACH
381835	02/11/25	MN DEPT OF HEALTH	120.00	0	Regular
381836	02/11/25	MN DRIVER & VEHICLE SERVICES	15.25	0	Regular
381837	02/11/25	MN LAW ENFORCE EXPLORER ASSN	150.00	0	Regular
381838	02/11/25	MN VALLEY TESTING LABS INC	25.00	R	ACH
381839	02/11/25	MRI SOFTWARE LLC	50.00	R	ACH
381840	02/11/25	MTI DISTRIBUTING INC	61,016.44	R	ACH
381841	02/11/25	NAPA AUTO PARTS	327.82	R	ACH
381842	02/11/25	NERO ENGINEERING	141,003.79	R	ACH
381843	02/11/25	NORTH RISK PARTNERS LLC	17,000.00	0	Regular
381844	02/11/25	NORTHERN SAFETY TECHNOLOGY INC	1,069.54	R	ACH
381845	02/11/25	NORTHLAND FARM SYSTEMS	769.14	R	ACH
381846	02/11/25	NORTHLAND GRADING & EXCAV LLC	6,000.00	0	Regular
381847	02/11/25	OAK GLENN	391.60	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
381848	02/11/25	OWATONNA GLASS LLC	309.44	0	Regular
381849	02/11/25	OWATONNA HEATING & COOLING INC	17,196.81	R	ACH
381850	02/11/25	OWATONNA MOTOR COMPANY	32,721.96	0	Regular
381851	02/11/25	OWATONNA PUBLIC UTILITIES	9,707.38	R	ACH
381852	02/11/25	OWT HARDWARE	389.17	0	Regular
381853	02/11/25	PDI	46.66	0	Regular
381854	02/11/25	PERFORMANCE FOODSERVICE-TWIN C	323.53	0	Regular
381855	02/11/25	PHONE STATION INC	1,748.00	0	Regular
381856	02/11/25	PLUNKETT'S PEST CONTROL INC	484.64	R	ACH
381857	02/11/25	PRESENCE TELEHEALTH PLLC	212.00	R	ACH
381858	02/11/25	PRIME GARAGE DOOR & MORE LLC	1,225.00	R	ACH
381859	02/11/25	QUADIENT LEASING USA INC	506.25	0	Regular
381860	02/11/25	R & R PRODUCTS INC	1,382.50	0	Regular
381861	02/11/25	REINDERS INC	1,046.91	R	ACH
381862	02/11/25	RENEE L RUMLER LPCC	150.00	0	Regular
381863	02/11/25	RICE LAKE CONSTRUCTION GROUP	881,384.54	R	ACH
381864	02/11/25	RIVERLAND COMMUNITY COLLEGE	4,905.00	0	Regular
381865	02/11/25	RONCO ENGINEERING SALES	573.88	R	ACH
381866	02/11/25	SASCS	1,050.00	0	Regular
381867	02/11/25	SCHMIDT GOODMAN OFFICE PRODUCT	1,863.26	R	ACH
381868	02/11/25	SELCO	2,371.46	R	ACH
381869	02/11/25	SENIORPLACE INC	514.90	0	Regular
381870	02/11/25	SHERWIN WILLIAMS COMPANY	630.54	0	Regular
381871	02/11/25	SHI INTERNATIONAL CORP	738.46	0	Regular
381872	02/11/25	SHRED RIGHT	42.53	R	ACH
381873	02/11/25	SIGN PRO OF OWATONNA	145.00	R	ACH
381874	02/11/25	SPLIT ROCK MANAGEMENT INC	3,860.00	R	ACH
381875	02/11/25	SPS COMPANIES INC	22.39	R	ACH
381876	02/11/25	STATE INDUSTRIAL PRODUCTS	1,307.32	R	ACH
381877	02/11/25	STEELE CO ATTORNEY'S OFFICE	533.20	0	Regular
381878	02/11/25	STEELE COUNTY AUDITOR	16,549.35	0	Regular
381879	02/11/25	STEELE COUNTY SHERIFF	4,816.08	0	Regular
381880	02/11/25	STEELE COUNTY SWCD	1,527.75	0	Regular
381881	02/11/25	STEELE COUNTY TREASURER	6,276.09	0	Regular
381882	02/11/25	STEVE JAMES EXCAVATING INC	403.20	R	ACH
381883	02/11/25	STEWART COMPANIES INC	65.71	0	Regular
381884	02/11/25	STEWART SANITATION	1,218.92	0	Regular
381885	02/11/25	SYNCHRONY BANK - LOWE'S	4,064.59	0	Regular
381886	02/11/25	T-MOBILE	2,173.51	0	Regular
381887	02/11/25	TARGETSOLUTIONS	17,472.20	0	Regular
381888	02/11/25	TAYLOR MADE GOLF COMPANY INC	3,448.25	0	Regular
381889	02/11/25	THOMAS GORYCKI	38.55	0	Regular
381890	02/11/25	THOMPSON SANITATION INC	159.00	R	ACH
381891	02/11/25	TOR SPERLING	486.05	R	ACH
381892	02/11/25	TOWMASTER	11,889.98	R	ACH

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
381893	02/11/25	TREASURY DIVISION, FINANCE	266.60	0	Regular
381894	02/11/25	TRI M GRAPHICS	9,637.64	R	ACH
381895	02/11/25	TURFWERKS	1,588.07	R	ACH
381896	02/11/25	UNITED WAY	80.00	0	Regular
381897	02/11/25	USABUEBOOK	278.38	R	ACH
381898	02/11/25	UTILITY CONSULTANTS INC	1,788.47	R	ACH
381899	02/11/25	VAN METER INC	6,992.76	0	Regular
381900	02/11/25	VENTURE HYDRAULICS INC	1,022.13	R	ACH
381901	02/11/25	VEOLIA NORTH AMERICA	5,616.90	R	ACH
381902	02/11/25	VERIZON WIRELESS	445.16	0	Regular
381903	02/11/25	VERIZON WIRELESS-VSAT	75.00	0	Regular
381904	02/11/25	VERSATERM PUBLIC SAFETY US INC	26,160.00	0	Regular
381905	02/11/25	VESTIS FIRST AID	456.42	0	Regular
381906	02/11/25	VESTIS GROUP INC	190.29	0	Regular
381907	02/11/25	WALBRAN & FURNESS CHARTERED	5,620.95	R	ACH
381908	02/11/25	WEN-COL INC	1,187.69	0	Regular
381909	02/11/25	WEST PUBLISHING CORPORATION	1,221.00	R	ACH

84	Checks total:	269,202.96
67	ACH total:	1,238,517.90
0	EFTPS total:	
0	Wire transfer total:	
0	Payment Manager total:	
151	GRAND TOTALS	1,507,720.86



CITY OF
OWATONNA

Ordinances



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Second/Final Reading Proposed Ordinance 25-01: Amend Section 93.029 - Noise in Public Parks

Purpose:

Request Council to approve Proposed Ordinance 25-01 to amend Section 93.029 - Noise in Public Parks in the 2015 Ordinance Code for the City of Owatonna.

Background:

Several requests were received asking for clarification of the city's ordinance pertaining to noise in public parks. City Administrator Busse, Assistant City Administrator Tuma, City Attorney Walbran and I met to discuss and prepare this proposed ordinance.

Draft of the proposed ordinance is attached showing the proposed changes: underlining indicates new language and strikeouts indicate deletions. Council discussed these proposed changes during the Study Session on Tuesday, January 21, 2025.

The first reading of this proposed ordinance was heard during the February 4, 2025 City Council Meeting.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Proposed Ordinance 25-01 Amend Noise in Parks

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 93 OF TITLE IX OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED “GENERAL REGUATIONS” PERTAINING TO NOISE IN PUBLIC PARKS.

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

Section 1. § 93.029 “Noise in Public Parks’ of Chapter 93 of Title IX of the 2015 Ordinance Code of the City of Owatonna entitled “General Regulations” is hereby amended by amending § 93.029 to read as follows:

(A) *Definitions.* For purposes of this section, the following definitions apply unless the context clearly indicates or requires a different meaning.~~shall be deemed as public parks: Brown Park, Cashman Park, Jaycee Park, Central Park, Kaplan’s Woods Parkway, Crocus Park, Lelly Park, Dartt’s Park, Manthey Park, Fairgrounds Ball Diamonds and Park, Maple Creek Greenbelt Park, Mineral Springs Park, Freemont Park, Morehouse Park, Gainey Park and Willow Park.~~

(1) Park means and includes: Archery Range on Elm, Kriesel’s Woods Park, Brooktree Golf Course, Lake Chase/Dog Park. Bown Park, Lake Kohlmier/Beach House, Buecksler Park, Leo Rudolph Nature Reserve Cashman Park, Manthey Park, Central Park, Maple Creek, Country View Park, Mineral Springs Park, Crocus Park, Morehouse Park, Daikin Soccer Complex, Nass Woods Dartts Park, North Bluff Park Fairgrounds Park, North Straight River Parkway, Falkland Meadows, River Springs Water Park, Fremont Park, Sid Kinyon Courts Hammann Park, Summer Park, Hazel Park, Walter H. Gainey Park, Jaycee Park, West Hills, Kaplan’s Woods Park, Willow Park, Kaplan’s Woods Parkway, City Parkland, Kriesel’s Park and any other parks or trails hereafter established.

(2) Person means and includes an individual, firm, partnership, corporation, trustee, association, the state and its agencies and subdivisions, or any body of persons whether incorporated or not.

(B) *General prohibition.* No person shall in any public park or trail or within 150 feet of any park or trail boundary make or cause to be made any loud or distinctly-and loudly audible noise that unreasonably annoys, disturbs, injuries or endangers the comfort, repose, health, peace, safety or welfare of any person or precludes their enjoyment of property or affects their property’s value. This general prohibition is not limited by the specific restrictions of the following divisions.

(C) *Horns, audible signaling devices and the like.* No person in any public park or trail shall sound any audible signaling device on any vehicle, ~~except as a warning of danger.~~ (Minn. Stat. § 169.698, as it may be amended from time to time).

(D) *Exhaust.* No person in any public park shall discharge the exhaust or permit the discharge of the exhaust of any ~~steam engine,~~ stationary internal combustion engine, motorboat, motor vehicle including all-Terrain vehicles (ATV) or any other motorized vehicle of any kind or description, or snowmobile except through a muffler or other device that effectively prevents loud or explosive noises therefrom and complies with all applicable state laws and regulations.

(E) *Defective vehicles or loads.* No person in any public park shall use any vehicle so out of repair or so loaded as to create loud and unnecessary grating, grinding, rattling or other noise.

(F) ~~*Radios, phonographs, paging systems and the like.*~~ Loudspeakers, megaphones, bullhorns, public address systems, radios, CD players or other sound amplification system.

(1) No person in any public park or trail or within 150 feet of any park or trail boundary shall use or operate or permit the use or operation of any ~~radio receiving set, musical instrument, phonograph, paging system, machine~~ loudspeakers, megaphones, bullhorns, public address systems, radios, CD players or other sound amplification system of any kind or description for the production, or reproduction, or amplification of sound causing loud or distinct audible noise as to disturb the peace, quiet and comfort of any person nearby.

(G) *Exceptions.* This Ordinance provision does not prohibit use of the public address-sound amplification systems in subsection F(1) above by

(i) the City, or

(ii) (ii) a person who has obtained a permit from the City as provided in subsection (I) of this Ordinance or with the advance written permission of the Park and Recreation Department.

(H) *Nuisance.* No person shall make, continue, permit or cause to be made or continued, any loud, unnecessary or unusual noise or any other noise within any public park or trail or within 150 feet of any part or trail boundary which creates a Public Nuisance as defined in Chapter 95 “Noise Control” of this Ordinance Code.

(I) *Participation in noisy parties or gatherings.* No person in any public park or on a public trail shall participate in any party or other gathering of people giving rise to noise, disturbing the peace, quiet or repose of another person. When a police officer determines that a gathering is creating such a noise disturbance, the officer may order all persons

present where the disturbance is occurring, to disperse immediately. No person shall refuse to leave after being ordered by a police officer to do so.

(J) Permit application. Every person desiring such a permit shall submit an application form available at the City Clerk's office and pay in advance the required permit fee as duly established by the Council from time to time.

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

Passed and adopted this _____ day of _____, 2025 with the following vote: Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk/Treasurer

UNDERLINING INDICATES NEW LANGUAGE. ~~STRIKEOUTS~~ INDICATE DELETIONS.



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Jeffrey Mundale, Police Chief
SUBJECT: Second/Final Reading Proposed Ordinance 25-02: Amend Chapter 95, Noise Control

Purpose:

Request Council to approve Proposed Ordinance 25-02 to amend Chapter 95, Noise Control in the 2015 Ordinance Code for the City of Owatonna.

Background:

To better address noise complaints, staff proposes three changes to Chapter 95, Noise Control within the City's current Code of Ordinances. This proposed ordinance adds MPCA Standards of noise area clarifications and additional restrictions to public nuisance noises prohibited.

The attached draft underlines new language and strikeouts indicate deletions. Council discussed these proposed changes during their Study Session on Tuesday, January 21, 2025.

The first reading of this proposed ordinance was heard during the February 4, 2025 City Council Meeting.

Budget Impact:

None

Staff Recommendation:

Staff recommends approval of this proposed ordinance.

Attachments:

1. Proposed Ordinance 25-02 Adopt MPCA Noise Standards

Proposed Ordinance No. 25-02

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 95 OF TITLE IX OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED “NOISE CONTROL” ADOPTING MPCA NOISE STANDARDS.

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

Section 1. Chapter 95 of Title IX of the 2015 Ordinance Code of the City of Owatonna entitled “Noise Control” is hereby amended by amending §§ 95.03, 95.05(A) and 95.05(B)(4) to read as follows:

§ 95.03 ~~GUIDELINES~~ MPCA STANDARDS.

~~The city shall adopt guidelines establishing test procedures and instrumentation to be utilized and a copy of such guidelines shall be kept on file in the office of the City Administration.~~ Minn. Stat. § 116.07 directs that the Minnesota Pollution Control Agency (MPCA) to adopt rules and standards regulating noise. Minn. Rule 7030.0030 states that no person may violate MPCA’s standards. Cities must take all reasonable measures to prevent land use activities listed in noise area classifications (NAC), 1, 2, or 3 at any location where the standards established in Rule 7030.004 will be violated.

The noise area classifications are:

NAC 1: Residential housing, religious activities, camping and picnicking areas, health services, hotels, educational services.

NAC 2: Retail, business and government services, recreational activities, transit passenger terminals.

NAC 3: Manufacturing, fairgrounds and amusement parks, agricultural and forestry activities.

This is only a partial list. The complete list of uses is in Minn. Rule 7030.0050.

Minn. Rule 7030.0040 sets forth the noise standards for the NACs below. The values shown, e.g., 65 and 55, are the decimal levels. L₁₀ is the noise level that is exceeded for

10%, or 6 minutes of an hour. L₅₀ is the noise level exceeded for 50% or 30 minutes of an hour.

<u>Noise Area Classification</u>	<u>Daytime</u> <u>Day (7:00 a.m.-10:00</u> <u>p.m.)</u>		<u>Nighttime</u> <u>(10:00 p.m.-7:00 a.m.)</u>	
	<u>L10</u>	<u>L50</u>	<u>L10</u>	<u>L50</u>
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>1</u>	<u>65</u>	<u>60</u>	<u>55</u>	<u>50</u>
<u>2</u>	<u>70</u>	<u>65</u>	<u>70</u>	<u>65</u>
<u>3</u>	<u>80</u>	<u>75</u>	<u>80</u>	<u>75</u>

§ 95.05 PUBLIC NUISANCE NOISES PROHIBITED.

(A) It shall be unlawful for any person to make, continue, permit or cause to be made or continued any loud, unnecessary or unusual noise or any noise within the city which would be likely to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of a reasonable person of ordinary sensibilities. The following non-exclusive characteristics and conditions shall be considered in determining whether a noise is loud, disturbing or excessive for the purposes of this section:

- (1) The time of day or night the noise occurs;
- (2) The duration or recurrence of the noise;
- (3) The proximity of the noise source to any location reasonably identifiable as a sleeping facility, residential dwelling unit, school, institution of learning, hospital, church, courthouse or office, such that it is reasonably likely to interfere with the peace, quiet, repose or operation of that property;
- (4) The number of people and their activities that are affected or likely to be affected by the noise;
- (5) The land use, nature and zoning of the area from which the noise emanates and the area where it is perceived;
- (6) The sound decibel level, if known, in comparison to the level of ambient noise; and/or
- (7) A decibel meter measurement is one factor to consider but is not necessary in every case and a determination of a violation may be based on consideration of the other factors herein.

(B) The following acts constitute a presumptive public nuisance:

(4) *Loudspeakers, megaphones, bullhorns, public address systems, radios, CD players, or other sound amplification systems.* ~~amplifiers for advertising and the like.~~ The use, operation or permitting the playing, use or operation of any loud speakers, megaphones, bullhorns, public address systems, radios, CD players, or other sound amplification systems ~~radio receiving set, phonograph, tape recorder, compact disc player or other machine or device for amplification, production or reproduction of sound or any musical instrument~~ which is cast upon the public streets, sidewalks, or other public ways exceeding the standards herein, ~~for the purpose of commercial advertising or attracting the attention of the public to any building or structure,~~ except as may be ~~licensed~~ authorized by a permit issued by the City. ~~pursuant to § 93.029(J).~~

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

Passed and adopted this _____ day of _____, 2025 with the following vote: Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk/Treasurer

UNDERLINING INDICATES NEW LANGUAGE. ~~STRIKEOUTS~~ INDICATE DELETIONS.

PURPOSE MEMO

TO: Mayor, City Council, City Administrator
FROM: Mark M. Walbran
DATE: February 13, 2025
RE: Proposed Ordinance Prohibiting Roosters Within Corporate Limits

Purpose:

First reading of Proposed Ordinance 25-04 amending Chapter 90, Title IX, of the 2015 Ordinance Code entitled “Animals” by amending Section 90.07 entitled “Obligation to Prevent Nuisances” prohibiting roosters within the corporate limits.

Background:

Presence of roosters within the corporate limits of the city is a nuisance to the neighborhoods where the roosters are kept. The proposed ordinance is an amendment to our existing ordinance entitled “Obligation to Prevent Nuisances” by making it clear that a rooster is included among the animals regulated under City Ordinance Code § 90.07.

Budget Impact:

None.

City Staff Recommendation:

City staff recommend approval of the first reading of the proposed Ordinance.

Attachment:

Proposed Ordinance 25-04 to amend Chapter 90, “Animals”.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 90 OF TITLE IX OF THE 2015 ORDINANCE CODE OF THE CITY OF OWATONNA, AS AMENDED, ENTITLED “ANIMALS” BY AMENDING § 90.07 ENTITLED “OBLIGATION TO PREVENT NUISANCES”, BY ADDING THERETO A PROHIBITION OF KEEPING ROOSTERS WITHIN THE CORPORATE LIMITS OF THE CITY .

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

Section 1. Chapter 90 of Title IX of the 2015 Ordinance Code of the City of Owatonna entitled “Animals” is hereby amended by amending § 90.07 entitled “Obligation to Prevent Nuisances” to read as follows:

§ 90.07 OBLIGATION TO PREVENT NUISANCES.

A. It shall be the obligation and responsibility of the owner or custodian of any animal in the city, whether permanently or temporarily therein, to prevent such animal from committing any act which constitutes a nuisance. For purposes hereof, the Council finds, declares and determines that it shall be deemed a nuisance for any animal to habitually or frequently bark, bay, howl, cry, or crow to the detriment of the peace and quietude of neighbors of its owner or custodian or the public in general, to frequent school grounds, parks or public beaches, to chase vehicles, to molest or annoy any person if such person is not on the property of the owner or custodian of such animal or to molest, defile or destroy any property, public or private. Failure on the part of the owner or custodian to prevent his or her animals from committing an act of nuisance shall be subject to the penalty hereinafter provided.

B. No person may own, keep, harbor or maintain a rooster within the corporate limits of the City.

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

Passed and adopted this _____ day of _____, 2025 with the following vote: Aye _____; No _____; Absent _____.

Approved and signed this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk/Treasurer

UNDERLINING INDICATES NEW LANGUAGE. ~~STRIKEOUTS~~ INDICATE DELETIONS.



CITY OF
OWATONNA

Resolutions



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Resolution 9-25 - Accept Bids & Award Contract - 2025 CIPPS Project

Purpose:

Requesting City Council approval of Resolution 09-25: 2025 CIPPS Project Bid Acceptance and Contract Awarding.

Background:

Bids were received on January 31, 2025 for the 2025 CIPPS Project. Bids were received from four (4) companies:

Hydro-Klean, LLC of Des Moines, IA	\$312,791.34
Visu-Sewer, LLC of Pewaukee, WI	\$342,287.80
SAK Construction, LLC of O'Fallon, MO	\$459,357.00
Insituform Technologies USA, LLC of Chesterfield, MO	\$473,749.99
Engineer Estimate	\$489,488.80

The lowest responsible bidder was Hydro-Klean of Des Moines, IA. The bid was \$176,697.46 or 36% under the Engineer's Estimate.

Budget Impact:

The contracted project cost will be \$312,791.34. Construction costs will be paid from the sanitary sewer operating budget.

Staff Recommendation:

Staff recommends approval of accepting the bids received and awarding the project to Hydro-Klean, LLC.

Attachments:

1. Resolution 09-25 Approve Bids-Award Contract - 2025 CIPPS Project
2. Project Bid Tab

RESOLUTION NO. 09-25

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT

WHEREAS, pursuant to an Advertisement for Bids for the 2025 Cured in Place Pipe System (CIPPS) Project #25006 bids were received from four (4) companies. The following bids were received:

Hydro-Klean, LLC of Des Moines, IA	\$312,791.34
Visu-Sewer, LLC of Pewaukee, WI	\$342,287.80
SAK Construction, LLC of O'Fallon, MO	\$459,357.00
Insituform Technologies USA, LLC of Chesterfield, MO	\$473,749.99
Engineer's Estimate:	\$489,488.80

WHEREAS, the lowest responsible bidder was Hydro-Klean of Des Moines, IA.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Hydro-Klean, LLC in the name of the City of Owatonna for the 2025 Cured in Place Pipe System (CIPPS) Project #25006 according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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

Aye ___; No ___; Absent ___.

Approved and signed this ___ day of _____, 2025.

Matthew T. Jessop, Mayor

ATTEST:

Kris M. Busse, City Administrator/City Clerk

2025 CIPPS (#9466698)
 Owner: Owatonna MN, City of
 Solicitor: Owatonna MN, City of
 01/31/2025 03:00 PM CST

				Engineer Estimate		Hydro-Klean		Visu-Sewer		SAK Construction, LLC		Insituform Technologies USA, LLC	
						Des Moines, IA		Pewaukee, WI		O'Fallon, MO		Chesterfield, MO	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2021.501	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$8,886.72	\$8,886.72	\$5,500.00	\$5,500.00	\$33,000.00	\$33,000.00	\$24,590.58	\$24,590.58
2503.603	PRE-CLEAN & TELEWISE SEWER PIPE	Ln Ft	8992	\$11.30	\$101,609.60	\$7.51	\$67,529.92	\$3.00	\$26,976.00	\$13.00	\$116,896.00	\$13.61	\$122,381.12
2503.603	LINING SEWER PIPE 8"	Ln Ft	7849	\$40.20	\$315,529.80	\$24.80	\$194,655.20	\$32.70	\$256,662.30	\$32.00	\$251,168.00	\$34.10	\$267,650.90
2503.603	LINING SEWER PIPE 12"	Ln Ft	1143	\$45.80	\$52,349.40	\$36.50	\$41,719.50	\$46.50	\$53,149.50	\$51.00	\$58,293.00	\$51.73	\$59,127.39
Base Bid Total:				\$489,488.80		\$312,791.34		\$342,287.80		\$459,357.00		\$473,749.99	



CITY OF
OWATONNA

Miscellaneous



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Jeanette Clawson, Administrative Coordinator
SUBJECT: On-Sale Liquor with Sunday Sales License - La Main Capital Group LLC, dba DoubleTree by Hilton Owatonna - 2365 NW 43rd Street

Purpose:

Request Council approval of the application received for an On-Sale Intoxicating Liquor License with Sunday Sales from LaMain Capital Group LLC. They will be doing business as the DoubleTree by Hilton Owatonna at 2365 NW 43rd Street.

Background:

Last year, La Main Capital Group LLC purchased this property and began renovations to the vacated hotel property. Current plans are to open in April so they are now applying for operating licensures. They have requested this liquor license become effective in April.

All items for this liquor license have been received and a background verification completed, Chief Mundale has no objections to issuance of this liquor license. The Building and Inspection Department will issue a Certificate of Occupancy when renovations complete.

Budget Impact:

A total of \$1,100; this includes payment of the Application Fee, Background Verification Fee, three months License Fee and a Sunday Sales Fee.

Staff Recommendation:

Staff recommends approval contingent on issuance of a Certificate of Occupancy.

Attachments:

None



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Jenna Tuma, Assistant City Administrator
Jeffrey Louks, Facilities Manager
SUBJECT: Rivers Springs Water Park Facility Assessment - ICS

Purpose:

Approval of the Rivers Springs Water Park Enhanced Facilities Assessment agreement.

Background:

River Spring Water Park (RSWP) was established in 2009 through a community fundraising initiative. The facility operates during summer and attracts approximately 30,000 visitors annually. RSWP is considered an important amenity that enhances Owatonna's quality of life.

In 2022, the City Council approved a mechanical project as part of the Capital Improvement Project (CIP) to update key components of the pool's operating system, including the sand filtration system, screening baskets, pool features, and circulation pumps.

As the facility is now 16 years old, some of its amenities are approaching the end of their lifecycle. To assess the overall condition of the park, staff recommends that ICS conduct a comprehensive evaluation to provide the city with valuable insights.

While a city-wide facility assessment was completed in 2019 and updated in 2022, RSWP was not included in that review. This forthcoming assessment will offer a more detailed examination, identifying the facility's needs and equipping the city with information necessary for planning improvements and developing a future CIP.

In 2022, the City Council approved a mechanical project as part of the Capital Improvement Project (CIP) to update key components of the pool's operating system, including the sand filtration system, screening baskets, pool features, and circulation pumps.

The assessment will cover the following areas to establish a baseline:

Building Systems & Components:

- Facility Site (including parking lots, sidewalks, and grounds)
- Building Envelope (brick, metal panel, sealants, windows, roofs, etc.)
- Building Interior Finishes (flooring, walls & ceilings)
- Ancillary Items (Pool structure, equipment and structures)
- Mechanical Systems (HVAC, plumbing, controls, etc.)
- Electrical Systems (service, power distribution, lighting, etc.)

- Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
- Accessibility Issues (building and site)
- Furniture, Fixtures & Equipment (FFE)

This assessment will take 4 to 6 weeks to complete in the spring.

Budget Impact:

The assessment is \$21,660. The funds will come from a 2024 RSWP CIP 22-009.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. River Springs Water Park Enhanced Assessment 2025



A **LEGENCE** Company

City of Owatonna

540 West Hills Circle, Owatonna, MN 55060



River Springs Water Park Enhanced Facilities Assessment Proposal

January 29th, 2025



1331 Tyler Street NE, Minneapolis, Minnesota 55413
Ph: (763) 354-2670 / Fax: (763) 780-2866 / ics-builds.com

1/29/2025

Jenna Tuma
Assistant City Administrator
City of Owatonna
540 West Hills Circle Drive
Owatonna, MN 55060



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: City of Owatonna
Enhanced Facility Assessment Services
River Springs Water Park

Dear Jenna:

At your request, ICS is pleased to provide you with this letter of understanding and proposal to provide enhanced assessment services related to evaluating the River Springs Water Park. Our intent is to provide an overall assessment and identify facility needs so that the City Council has the necessary information to plan and implement CIP improvements to ensure the longevity of the facility.

We would be happy to discuss this proposal with you and city leadership for clarity and understanding when you see it appropriate. Thank you for your consideration and we look forward to continuing our working relationship with the City of Owatonna.

Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Ziemer'. The signature is stylized with a large 'C' and a long horizontal stroke.

Chris Ziemer
Project Development Director
ICS

CC: File
Jenna Tuma, City of Owatonna
Mike Piper, ICS

**BUILDING STRONG
CONNECTIONS**



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Appendix A – General Terms and Conditions

Appendix B – Signature Page

Appendix C – Hourly Billing Rates

Appendix D – Notification of Equal Employment Opportunity/Affirmative
Action Compliance

Project Development and Scoping Services

City of Owatonna

I. Introduction

ICS Consulting, LLC (dba "ICS") is pleased to present this proposal agreement to provide enhanced facility assessment services on behalf of the City of Owatonna for the River Springs Water Park. Our services include providing the level of effort and expertise needed to deliver a scope of services that meets the needs of the City.

II. Development, Design and Pre-Construction Phase

ICS will complete an enhanced facility assessment of the City of Owatonna's River Springs Water Park facility noting deficiencies and projects that should be incorporated into the City's annual CIP plan including preliminary budget estimates for identified items.

The scope of services for this assessment will include collection of data and information that will provide a baseline for the following:

Building Systems & Components:

- Facility Site (including parking lots, sidewalks, and grounds)
- Building Envelope (brick, metal panel, sealants, windows, roofs, etc.)
- Building Interior Finishes (flooring, walls & ceilings)
- Ancillary Items (Pool structure, equipment and structures)
- Mechanical Systems (HVAC, plumbing, controls, etc.)
- Electrical Systems (service, power distribution, lighting, etc.)
- Life Safety Systems (PA, fire alarm, fire protection, security, etc.)
- Accessibility Issues (building and site)
- Furniture, Fixtures & Equipment (FFE)

Prior to the site visits, ICS will review and organize any information (i.e., past reports, scope of previous projects, existing building plans, etc.) provided by the City of Owatonna for potential use in the final report. The observations and categorization of identified deficiencies will be captured and noted in the final report and schedule of identified repairs, replacements and ongoing maintenance.

Utilizing the data collected on site and provided by the City of Owatonna, ICS will input the current deferred maintenance and/or capital facilities needs into ICS's proprietary software. During data entry, ICS will input each line item into the relevant "systems" and "components" as developed within the software.

Additionally, ICS will meet with designated City staff to review the data collected and agree upon the following:

- Identify which projects would require consultants (i.e., architect, engineers, pool consultants, etc.) and any other associated soft costs.
- Inflationary rate to be applied to the identified City's needs.
- Identify and strategize on scopes of work that best address the deficiencies identified.

Note: *Design, Bidding and Management of identified projects is not included in this proposal. Upon identification of projects and approval by the City Council, ICS will provide a separate proposal for consideration.*

III. Implementation Schedule

These items will help to provide outcomes that clearly identify all costs involved with a specific project or wider scopes of work and will give the City a better understanding of all costs involved associated with the upkeep of the current facilities.

ICS will work with city staff to commence work upon acceptance of this proposal and as weather allows. ICS will complete the work described in a timely fashion. We anticipate the duration of our total effort to be 4-6 weeks upon availability of existing information, weather (i.e., snow and ice in the pool basin), and staff availability. ICS and its consultants have the bandwidth to complete this work upon approval.

IV. Basis of Compensation

Compensation for completion of all work as described above is proposed as a lump sum amount of **\$21,660**. The actual amount billed for ICS's services monthly will be based on ICS's estimate of the proportion of total services completed during the billing period.

Assessment Fee:	\$	21,660.00	
• Review of as built & original facility documents			Included in Fee
• Assess and determine general condition			Included in Fee
• Provide recommendations for repair or replacement of equipment, structures, ancillary items, etc. (swimming pool, waterslides, and associated pool equipment*			Included in Fee
• Provide probably cost estimates for all recommendations			Included in Fee
Total Project Costs:		\$	21,660.00

****Note: Two options may be provided (repair or replacement) for comparison (dependent on determined conditions)***

Reimbursable expenses (i.e., mileage, reproduction, printing, postage, etc.) will be billed at 1.25 (125%) x actual cost. Please note that we do not anticipate reimbursables exceeding **\$1,750** for this project. In the event we foresee reimbursables exceeding this estimate, we will notify the City prior to incurring additional costs.

Project work beyond services outlined in the Proposal and/or any changes to the agreed-upon scope of services will be subject to additional fees consistent with our hourly rate schedule (see Appendix C). If duration of effort extends beyond the Spring of 2025, services will be billed on a time-and-material basis. However, additional work will not be conducted without prior approval by the City.

V. Acceptance

If this proposal is acceptable, please authorize us to proceed by signing a copy of this document (Appendix B) and returning it to ICS. We will proceed with our scope of work upon receipt of your signed proposal. Thank you for your consideration of this proposal; and we look forward to our continued work with the City of Owatonna to complete this Project Development and Scoping Services.

Appendix A

General Conditions

General Conditions

1. Agreement:

This is an agreement ("Agreement") between the City of Owatonna ("Client"), and ICS, LLC (ICS), collectively, the "Parties." This Agreement includes (1) the Project Proposal ("Proposal") attached; (2) these General Terms and Conditions, Exhibit A; (3) Signature Page attached, Exhibit B; (4) Fee Schedule attached, Exhibit C; and (5) Notification of Equal Employment Opportunity/Affirmative Action Compliance, Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

2. Professional Services:

The Client engages ICS to provide professional project services ("Professional Services") in connection with the project at the Client's location ("Project") described in the Proposal's Scope of Services. Other services mutually agreed upon by the Parties ("Other Services") not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS 's Fee Schedule attached as Exhibit C.

3. Work Product:

Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS 's work product to any other persons or entities without ICS 's prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client's indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.

4. Payment:

The Client shall pay ICS's invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

5. Standard of Care:

ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS 's profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.

6. **Limitation of Liability:**

To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance regarding any claim or cause of action related in any way to this Agreement, the Project, or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for all liability above such amount. This Limitation of Liability applies to all claims, no matter how stated, asserted, alleged, or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. **Insurance:**

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

- (a) Employers' Liability: \$1,000,000.00.
- (b) General Liability: \$2,000,000.00 Occurrence;
\$4,000,000.00 Aggregate
- (c) Automobile Insurance: \$1,000,000.00 Liability.
- (d) Umbrella Liability: \$1,000,000.00 Occurrence;
\$1,000,000.00 Aggregate
- (e) Professional Liability: \$5,000,000.00 Each Claim;
\$5,000,000.00 Annual Aggregate

8. **Client Responsibilities:**

The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.

9. **Hazardous Materials:**

It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.

10. **Construction Observation:**

If included in the Professional Services, ICS 's construction observation service shall be limited to general observation of construction operations. ICS shall not be responsible for inspection of the work, the means and methods of construction, or the safety procedures employed by any contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies, or omissions in the contractor's work may occur. The Client shall hold its contractor and/or any sub-contractor solely responsible for the methods and means of construction, the quality of the Work, and performance of the Work. The Client,

or its designees, shall notify ICS at least twenty-four (24) hours in advance of any observations required by the construction documents.

11. Dispute Resolution:

Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

12. Termination:

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials, and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus termination expenses of 25% of all unbilled fees.
- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16th calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

13. **Other Provisions:**

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.
- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically always understood and agreed that pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

End of General Conditions

Appendix B

Signature Page

Signature Page

City of Owatonna

Project Development and Scoping Services

1/29/2025

Proposal Terms

Terms on payment of services are delineated in the proposal dated 1/29/2025.

Signature includes acceptance of the attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Project Development and Scoping Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions, and the proposal.

City of Owatonna

Date

Date

Printed Name

Printed Name

Authorized Signature

Authorized Signature

ICS

Date

Printed Name

Authorized Signature

Appendix C

Billing Rates

Billing Rates

City of Owatonna

Project Development and Scoping Services

1/29/2025

2025 Hourly Rate Schedule		
Personnel Description:	Rate/Hour:	
Construction Executive	\$	185.00
Project Director	\$	155.00
Safety Director	\$	140.00
Senior Project Manager	\$	145.00
Project Manager	\$	135.00
General Superintendent	\$	145.00
Site Superintendent	\$	130.00
Engineer – Principal	\$	180.00
Engineer - Project Engineer	\$	155.00
Engineer – Project Manager	\$	135.00
Engineer – Drafting Technician	\$	135.00
Project Engineer	\$	100.00
Clerical / Accounting	\$	75.00
Flat Rates for Reimbursable Items:	Rate Monthly / Weekly	
Site Trailer	\$ 1,650.00	per month
Office Supplies / Equipment	\$ 300.00	per month
Phones / Internet / Technology	\$ 550.00	per month
Superintendent Truck	\$ 1,300.00	per month
Project Construction Mileage	\$ 1,000.00	per month
Safety Supplies and Signage	\$ 350.00	per month
Pre-Construction Mileage	\$ 250.00	per month
Superintendent Lodging / Meals	\$ 1,000.00	per week

Note: *ICS reserves the right to conduct an annual internal review and make adjustments to the Hourly Rate Schedule on an annual basis. In the event that future reviews of this schedule identify a need to increase the published rates, ICS will notify the City of Owatonna of the updates to the Hourly Rate Schedule and provide an updated amendment to this agreement.*

Appendix D

Notification of Equal Employment Opportunity/Affirmative Action Compliance

Notification of Equal Employment Opportunity/Affirmative Action Compliance

City of Owatonna

Project Development and Scoping Services

1/29/2025

4/21/2023



1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413
ics-builds.com
(763) 354-2670

Re: Notification of Equal Employment Opportunity/Affirmative Action Compliance

To Whom It May Concern:

As part of ICS's compliance with the federal Equal Employment Opportunity and the State of Minnesota's Affirmative Action Plan (AAP), we hereby notify you that ICS Consulting, LLC is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

ICS takes affirmative steps to employ and advance employment-qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. ICS further notifies you that as an entity supplying goods or services to ICS, your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

- Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60); and
- The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
- Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R. 60-741); and
- Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between ICS and your company.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Faulkner'.

Andy Faulkner
President
ICS



DATE: February 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Professional Services Agreement - 18th Street SE Reconstruction & Trail Project
- SEH, Inc.

Purpose:

Request City Council approval of the agreement with SEH, Inc. for the 18th Street SE Reconstruction and Trail Project. This agreement provides the Design Services and Construction Administration/Observation.

Background:

The section of 18th Street between Austin Road and just past Cornerstone Lane up to the new roundabout connection is in need of repair and is currently planned for reconstruction in 2026. The City of Owatonna has received federal funding for the reconstruction of 18th Street SE and trail, additional funding will come from State Aid Funds, Capital Improvement Funds, Special Assessments, and contributions from Owatonna Public Utilities and sanitary and stormwater funds. The projects will consist of a phased approach to reconstruct the roadway in an efficient manner to minimize construction costs, impacts to local property owners, and the traveling public. Construction is expected to include complete replacement of the corridor, including but not limited to; pavement, curb and gutter, sidewalk, multi-use bituminous trail, driveways, water main, sanitary sewer, and storm sewer. City Staff will be working closely with SEH to assess and consider all options to ensure an efficient design.

In December 2024 a Request for Proposals (RFP) for Design Services for the 18th Street SE Project was distributed to a number of private engineering firms. The City of Owatonna received three responses: SEH, Inc, WHKS & Co, and WSB, Inc. Using a best value evaluation approach, Engineering Staff reviewed all received proposals and scored based on qualifications/experience of personnel working on the project, understanding the project objectives, work plan/schedule and cost. Overall, all proposals received were well qualified and very competitive based on the requirements described in the RFP.

Based on the best value evaluation approach, staff concluded that SEH, Inc was most qualified to provide the Construction Services for 18th Street SE. SEH, Inc demonstrated a thorough understanding of the project, a team of highly qualified individuals, a timeline that involved meeting critical deadlines and time constraints relating to the Federal Funding Process along with construction limitations due to the Steele County Free Fair and beginning of the 2026 school year. At time of submission, the costs were slightly higher than other proposals, however, much of the higher costs relate directly to Easement and ROW Services,

which may be reduced upon design and determination if all estimated temporary and/or permanent easements are necessary. Construction Administration and Observation Services were included as an alternate item. It is beneficial to have the same firm provide Design Services and Construction Administration/Observation as they have a thorough understanding of the design and project history.

The design process will begin immediately upon Council approval. Plans are anticipated to be in review this fall and bidding to take place in early 2026. Construction is expected to commence in the summer of 2026.

Please see the attached documentation for the Construction Services Proposal and Agreement.

Budget Impact:

The total cost of the Design Services and Construction Administration/Observation agreement is not to exceed \$864,170.00 without prior authorization. The design and construction administration services will be paid for using State Aid Funds.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Agreement for Professional Services - SEH

Agreement for Professional Services

This Agreement is effective as of February 4, 2025, between City of Owatonna (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and provides the scope, schedule, payment, and other terms and conditions for Consultant's work on the Project described as: **18th Street SE Reconstruction & Trail Project**

Client's Authorized Representative: Kris M. Busse, City Administrator
Address: 540 W Hills Cir, Owatonna, Minnesota 55060, United States
Telephone: 507-774-7306 **email:** Kris.busse@owatonna.gov

Project Manager: Jenna Obernolte
Address: 3428 Lakeridge Place NW, Rochester, Minnesota 55901
Telephone: 507-288-6464 **email:** jobernolte@sehinc.com

Scope: The Services to be provided by Consultant as set forth herein will be provided subject to and upon the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Please see attached Proposal for Professional Services. 18th Street SE Reconstruction and Trail Project, January 14, 2025. The project Scope will include Tasks 1-7, 9 & 10. (Awaiting further information on Task 8)

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Schedule: The schedule can be found in the attached Proposal for Professional Services dated January 14, 2025; 18th Street SE Reconstruction and Trail Project.

Payment: A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The fee is hourly estimated to be \$864,170.00 including Expenses and Equipment Utilization.

The fee is subject to a not-to-exceed amount of \$864,170.00 including Expenses and Equipment Utilization, subject further to the not-to-exceed fees by Tasks as set out on page 15 of SEH's Proposal for Professional Services dated January 14, 2025, attached as Exhibit C.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments including the Proposal for Professional Services, (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section I(C)(1) is replaced with the following: "If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection within a reasonable amount of time, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client."

Section I(D)(1) is replaced with the following: "If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant."

The following is added to the end of Section I(D)(2): "provided such termination is preceded by written Notice of Default and a Notice to Cure within 14 days and the default is not cured within that time."

Section I(D)(3) is replaced with the following: "This Agreement may be terminated by Client upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement."

Section I(D)(4) is replaced with the following: "In the event of termination, except in the event of a termination for cause, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all rumination expenses."

The second sentence of Section II(A)(3) is replaced with the following: "Client shall promptly examine all studies, reports, sketches, opinions of construction costs, pertinent specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner."

The second sentence of Section II(A)(6) is stricken.

Section II(A)(7) is replaced with the following: "Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, except upon a response to a general public solicitation, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, except upon a response to a general public solicitation, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms."

Section III(A)(2) is replaced with the following: "Should taxes excluding income taxes, or permitting fees be imposed, they shall be in addition to Consultant's agreed upon compensation."

The second sentence of Section IV(B)(1) is replaced with the following: "Therefore, subject to Minnesota Statutes, the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to reasonable costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site."

Section IV(C)(1) is replaced with the following: "The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or

damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed Contractor's current limits of liability insurance coverage as follows:

- a. General Liability: \$1 million per occurrence; \$2 million annual aggregate.
- b. Automobile Liability: \$1 million per occurrence.
- c. Professional Liability: \$5 million per claim; \$10 million annual aggregate.
- d. Umbrella coverage of \$10 million applicable to the general liability and automobile liability policies.
- e. Workers Compensation."

Section IV(C)(3) is replaced with the following: "It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement, except for acts or omissions which contribute gross negligence or intentional misconduct. Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors except for acts or omissions which constitute gross negligence or intentional misconduct."

Section V(A)(1) is replaced with the following: "All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights."

The first sentence of Section V(B)(1) is replaced with the following: "Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a perpetual nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project."

The last sentence of Section V(B)(2) is replaced with the following: "Consultant shall be required to provide CAD files or documents all as provided in Client's RFP to Consultant Delivered in December 20, 2024."

The first sentence of Section V(C)(1) is replaced with the following: "All Instruments of Service prepared by Consultant pursuant to this Agreement, as well as reports to Client and the other deliverables, are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project."

Short Elliott Hendrickson Inc.

City of Owatonna

By: 
Full Name: Toby Muse
Principal, Regional Practice Center
Title: Leader

By: _____
Full Name: Matthew Jessop
Title: Mayor

and

By: _____
Full Name: Kris M. Busse
Title: City Administrator

Exhibit A-1
to Agreement for Professional Services
Between City of Owatonna (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 4, 2025

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's proposed current billing rates for applicable employees plus charges for expenses and equipment.

Consultant has agreed to NTE amounts, by Task and for the entire project, including Expenses and Equipment Utilization, for services in this Agreement. It is agreed that after 80% of the NTE amounts by Task has been earned, Consultant will provide the Client with a plan and adequate assurances for completing the work in total within the NTE amount, per Task.

Compensation to Consultant based on the proposed rates is conditioned on completion of the work within NTE amounts by Task and in the total.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are included in the NTE amounts for services.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

Subject to the foregoing NTE provisions in Section A above the Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, which is recognized as benefiting the Client is included in the NTE amounts for the service. Subject to the foregoing NTE provisions in Section A above, the Client agrees to pay the cost for the use of such specialized equipment on the project which amounts will be included in the NTE amounts by Task.

Subject to the foregoing NTE provisions in Section A above the Client shall pay Consultant monthly for equipment utilization.

Exhibit B
to Agreement for Professional Services
Between City of Owatonna (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 4, 2025

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services for which Consultant is responsible under the Agreement, will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents for which Contractor is responsible. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability for which Consultant is responsible.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion for which, among its other duties identified in this Exhibit B, the Consultant is responsible under this Agreement, to submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.

4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SEH SCHEDULE OF EXPENSES – 2024

Vehicle Mileage Rates

2025 IRS Rate \$0.70

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.90/hour + \$0.67/mile

Survey Equipment

Robotic Total Station \$35.00/hour

Global Positioning System (GPS).....\$35.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$5.55/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH. Equipment not included on this list that is needed to complete a specific project will be scoped on a per project basis.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ⁽¹⁾

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy (single-sided, standard white paper)	\$0.07	\$0.24	\$0.95 + \$0.50/sq. ft.	
Color Copy (single-sided, standard white paper)	\$0.46	\$1.02	\$0.95 + \$2.55/sq. ft.	
Mylar			\$5.00	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"			\$40.00 \$75.00	
Binding - wire - comb				\$3.60 \$3.20
Covers - custom - standard				\$0.15 \$0.03
Tabs (white)				\$0.20
Mailing/Processing				UPS or USPS rates

(1) SEH assumes that reports will be prepared and delivered electronically. On the occasion where reports or other reprographic services are needed, these reports and reprographic services will be scoped and costed on a per project basis determined by the need of the project and specific service requested.

Rates and expenses are subject to change and may not be accompanied by immediate notification.

Updated January 24, 2025



PROPOSAL FOR PROFESSIONAL SERVICES

18th Street SE Reconstruction and Trail Project

SAP 153-115-004
SAP 153-090-003

CITY OF OWATONNA, MINNESOTA | JANUARY 14, 2025



Contact:

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Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

January 14, 2025

Sean Murphy, PE
City of Owatonna, Minnesota
sean.murphy@owatonna.gov



Building a Better World
for All of Us®

Re: 18th Street SE Reconstruction and Trail Project

Dear Mr. Murphy and Members of the Selection Committee:

The City of Owatonna is embarking on an exciting project to reconstruct 18th Street SE from Austin Road to just past Cornerstone Lane as a multimodal facility with a dedicated trail. This project builds on your successful investment in the roundabout at Bixby Road, supporting the new high school and enhancing safety and mobility in an underserved part of the City.

You have successfully secured federal STIP funding for both the reconstruction of 18th Street and the addition of the trail facilities in 2026. You now require an engineering consultant with experience in urban state aid roadway projects and multimodal design to partner with you in creating a feasible concept followed by final construction plans that meet all state and federal requirements and your vision for the area.

At Short Elliott Hendrickson Inc. (SEH®), we're eager to be part of the solution. Our fully in-house team has the technical expertise, relevant experience, and capacity to deliver the 18th Street project successfully and within your timeframe. We also understand your goals: a narrower roadway with ADA-compliant curbs and multi-use trail will help non-motorized travelers of all ages and abilities navigate safely to and from their everyday destinations. New pavement and reconstructed utilities will create resilient infrastructure to serve the Owatonna community far into the future.

Together, we will create a roadway and trail that enhance quality of life for all residents while supporting your long-term development goals. Thank you for considering the SEH team as your partner on this important project!

Respectfully submitted,



JENNA OBERNOLTE PE (MN)
PROJECT MANAGER

"I'm excited for the opportunity to work on a project

in the City my parents grew up in. High school

sweethearts from OHS Class of '71, they're celebrating

their 50th wedding anniversary this spring!"

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3428 Lakeridge Place NW, Suite 100, Rochester, MN 55901-6573
507.288.6464 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document. ©2025 Short Elliott Hendrickson Inc.

The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process. SEH is a registered trademark of Short Elliott Hendrickson Inc. OWATO 182912



Executive Summary

The City of Owatonna's 18th Street SE Reconstruction and Trail Project is a transformative initiative to address critical transportation needs and enhance community well-being. By narrowing the roadway, creating traffic buffers, and addressing deteriorated conditions, the design will improve safety and accessibility for all users, aligning with the City's vision of fostering a safer, more connected community.

In addition to enhancing safety, this project supports long-term infrastructure durability by updating water mains, sanitary sewers, and stormwater systems. It addresses safety risks, promotes multimodal connectivity, and integrates sustainable design practices, creating a corridor that supports the City's long-term goals and elevates quality of life for residents and visitors.

OUR COMMITMENT

Our team's deep experience with urban roadway design projects, federal funding compliance, and stakeholder collaboration uniquely positions us to deliver a transformative solution for the City of Owatonna. By focusing on timely project delivery, technical excellence, and strong project management, we are committed to achieving the City's vision of safer, more accessible, and sustainable infrastructure.



By improving safety, connectivity, and sustainability, the project supports the City's long-term goals and enhances quality of life for the Owatonna community.



CRITICAL SUCCESS FACTORS

Having reviewed the RFP, visited the corridor, and discussed this project's opportunities internally, the SEH team has identified the following factors we believe will be critical to creating a successful project for the City of Owatonna.



TIMELY PROJECT DELIVERY

Delivering the project on time is essential to secure federal funding for the 2026 construction. Our team's extensive experience with the Federal Aid process, immediate availability, and ample capacity will help the City meet critical milestones and avoid delays.



EFFECTIVE PUBLIC COMMUNICATION

Given the high visibility of the corridor, transparent and inclusive public communication will be key to managing expectations and minimizing concerns. Our team will implement a robust public involvement strategy, including neighborhood meetings and stakeholder consultations, to foster community support and address concerns proactively. Clear, consistent updates will encourage alignment among residents, businesses, and agencies.



STRIKING THE RIGHT BALANCE

The project requires a thorough traffic study and intersection evaluation to make sure the design meets all project objectives while limiting impacts to right-of-way. Our team's expertise in traffic analysis and urban roadway design will lead to alternatives that keep traffic moving efficiently within the newly configured roadway. Addressing stormwater management and meeting MPCA standards are also critical components. Our proven experience with environmental documentation, hydrologic analysis, and permitting will support compliance, sustainability, and efficient project execution.



EXPERIENCED PROJECT MANAGER

The success of the 18th Street project will ultimately depend on a strong project manager who can coordinate all technical work, manage the budget and schedule, and maintain effective communication with stakeholders. SEH's locally based project manager, Jenna Obernolte, offers significant experience delivering Federal Aid work and collaborating with MnDOT District 6 staff. Leveraging her clear and organized management style, Jenna will guide the City through the process, resulting in smooth project execution and timely completion.



Project Approach and Experience

PROJECT UNDERSTANDING

The City of Owatonna is embarking on project that will implement needed improvements to 18th Street SE, a major collector corridor that accesses the new Owatonna High School (OHS) in the southeast portion of town. OHS #4 opened in 2023, 102 years after the opening of its original building, OHS #4. The public right-of-way of 18th Street SE is not only important for vehicular traffic, but also a critical connection for multimodal users, especially with increased volumes stemming from the new high school and connectivity to recreational areas.

The City showed great foresight in applying for and receiving federal STIP funding to construct these improvements. We understand that you have a number of overarching goals for the project and are committed to implementing a project that will provide the following outcomes:

- **Improved safety and operations for all modes of travel.** This will provide a setting where people can safely access their homes, recreational areas and the new school. A reduction in the width of the roadway, allowing for the multi-use path, can also have traffic calming effects to improve safer driving speeds.
- **Multimodal improvements to encourage use by bicyclists and pedestrians.** This starts with facilities such as a multi-use trail that will encourage more connectivity for non-motorized commuting and extends to making further progress on completing a looped system that connects to recreational areas throughout the City encouraging citizen use and improve the City's environmental footprint.

- **Upgraded pavement that is durable for the long-term.** This will also minimize maintenance needs and costs of the City on rapidly growing corridor.
- **Upgraded utilities to provide consistent service and reduce drainage issues.** Replacing the sanitary system and upsizing as studied needs have shown, shows sound judgement for the City to take care of the system's needs and only cause construction disruption in front of these properties once. This area has also been significantly impacted by storm water issues and this project is intended to address this susceptible area.

We understand that travel safety and operations, multimodal improvements, upgraded pavement, and utility upgrades to improve drainage are the overarching goals for this project.



DESIGN CONSIDERATIONS | 18TH STREET RECONSTRUCTION & TRAIL PROJECT



PROJECT APPROACH

Based on our understanding of the 18th Street corridor and the City of Owatonna's priorities, below we highlight some of the key aspects of SEH's approach to delivering a successful project. Additional details about the steps we will take to achieve success are included in the Work Plan beginning on page 10.

RIGHT-OF-WAY

Minimizing the need for permanent right-of-way acquisition will help expedite the project timeline and keep costs reasonable. Given the 66 ft. width of the project corridor right-of-way, the overhead utility lines on the south side, and the need for sanitary service replacements, construction access will be an important component of this project. In order to replace a service line up to the right-of-way line, a construction access easement will be required for every service in order to make the connection.

We assume that the sanitary sewer main located outside of the public right-of-way is within a utility easement for which additional easement will not need to be obtained. **Our intent is to design the multi-use trail and street section within the existing right-of-way** in order to minimize costs and avoid the need for permanent right-of-way or permanent easements.



CONSTRUCTABILITY

Our goal is to create a realistic, buildable design supported by high-quality plans. Drawing on our history as a trusted advisor, we will address key aspects of the project, including the City's priorities of multimodal safety, flood mitigation, and sanitary sewer improvements. By collaborating closely with your staff, we are committed to delivering a design that is both accurate and of exceptional quality.

Throughout the process, we will provide clear documentation to justify key design decisions, comply with funding requirements, and maintain the overall schedule. Our team will also work with the City to identify additional funding opportunities as applicable.

This approach will result in **a project that maximizes the City's investment** and provides a safe, durable constructed project.



MAXIMIZING WATER QUALITY OPPORTUNITIES

Evaluating alternatives to improve water quality by removing phosphorus and total suspended solids above and beyond the regulatory requirements is a key success factor of the project. Going above and beyond the water quality requirements will benefit the City by providing pollutant removals that achieve credit towards the City's wasteload reduction goals.

Removal of phosphorus and total suspended solids will help meet the City's TMDL goals.

Through the stormwater best management practice (BMP) alternatives analysis, our team will work collaboratively with City staff to identify opportunities to **achieve and exceed water quality goals** for the project.



CONSTRUCTION PHASING

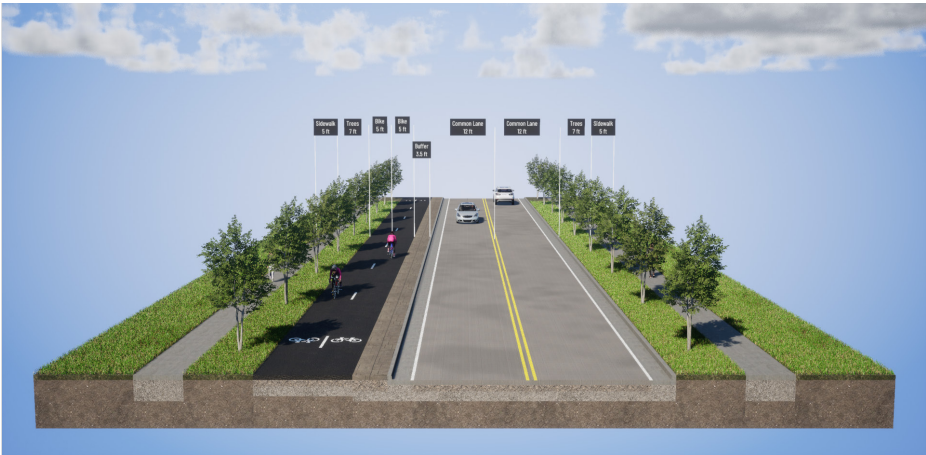
Thoughtful construction phasing will be central to the project's overall success. Given the high use of this roadway as a major collector with connection to the Steele County Free Fair Grounds and the new Owatonna High School, traffic and construction disruptions have the potential to be a significant challenge. To maintain public support for the project, minimize complaints, and avoid safety issues, you need a well-thought-through construction plan and proactive communication.

Key considerations for construction staging include: **high school graduation** (typically first Friday in June); major events such as the **Steele County Free Fair** (August 11-16, 2026); **school back in session** (typically after Labor Day); and **access to homes** for residents. We will plan ahead for these challenges and work with you to develop a clear, detailed, and safe staging plan.



EXPERIENCE WITH SIMILAR PROJECTS

EAST CENTER STREET RECONSTRUCTION ROCHESTER, MINNESOTA



SEH is working with the City of Rochester to design and prepare plans to improve the use of public right-of-way along East Center Street, from the Zumbro River to 11th Avenue, a corridor designated as a primary commuter bicycle route in the City's Active Transportation Plan. The re-design looked at four different options to include either a cycle track or bicycle lanes in addition to the two-lanes for vehicular traffic and pedestrian sidewalks. The design was required to preserve as many mature trees as possible and incorporate bus stops, with ADA access across the commuter bicycle option.

The project is currently in the design phase, however, City Council has approved the layout to provide for a 10 ft. wide cycle track with a buffer to a 24 ft. wide roadway. The corridor is within an 80 ft. right-of-way. All aspects of the project will be designed to meet Municipal State Aid Standards.

CLIENT
City of Rochester

COST
\$315,000

REFERENCE
Dillon Dombrowski
507.328.2421

FUNDING SOURCE
State Aid
Local
Public Assessments

YEAR COMPLETED
In design for
2026 construction

KEY PERSONNEL
Jenna Obernolte
Kristin Petersen
Stephanie Nordine

MAIN STREET (CSAH 48) FEASIBILITY AND PRELIMINARY DESIGN OWATONNA, MINNESOTA



SEH partnered with Steele County and the City of Owatonna on a feasibility study and development of a geometric layout to improve traffic flow and pavement conditions as well as identify non-motorized improvements along a segment of the CSAH 48 corridor in Owatonna.

The study included detailed traffic analysis of the entire segment, including lane configurations, crash history, and safety improvements. As part of study recommendations, a single-lane roundabout is being proposed at the intersection of CSAH 48 and Grove Avenue.

CLIENT
Steele County, MN

COST
\$158,800

FUNDING SOURCE
HSIP
State Aid
Local

YEAR COMPLETED
2022

REFERENCE
Paul Sponholz
507.444.7671

KEY PERSONNEL
Chad Jorgenson
Jenna Obernolte
Kristin Petersen
Mark Haselius
Dan Horsch
Sam Turrentine
Tina McLaughlin

CREEKSIDE BUSINESS PARK
AUSTIN, MINNESOTA



SEH partnered with the City of Austin to prepare a Preliminary Engineering Report and Environmental Review to apply for Federal Economic Development Authority (EDA) funding participation. The application was successful and the project was awarded \$2.2 million in federal funding. The project was also awarded funding from DEED's BDPI program.

SEH designed the addition to the industrial park including platting, sanitary sewer extension, water main extension, stormwater management, hydrologic and hydraulic analysis, stormwater treatment, Stormwater Pollution Prevention Plan (SWPPP), pavement design, grading plan, and future expansion planning and analysis. The team also provided coordination with the Federal EDA, provided all necessary permitting for the project, and provided construction observation including coordination for testing of materials and documentation.

CLIENT
City of Austin, MN

COST
\$358,340 Design
\$267,770 Construction

KEY PERSONNEL
Jenna Obernolte
Dan Horsch
Mark Haselius
Jeremy Hofmeister

FUNDING SOURCE
Federal EDA
MN DEED BDPI
Local

YEAR COMPLETED
2024

REFERENCE
Steven Lang
507.437.9949

SOUTH BROADWAY AND TH 14 MULTI-USE PATH
ROCHESTER, MINNESOTA



This trail will fill a gap in pedestrian facilities, connecting the Zumbro River Trail to the Broadway Avenue South Trail. SEH was retained to provide all essential services for the design of the trail connection including trail alignment and profile, signal modifications, Project Memorandum (CATEX), hydrologic and hydraulic analysis, coordination with MnDOT Right-of-way for permitting and hydraulic design approvals, utility relocation coordination, and right-of-way services for acquiring easements along the project. With many landowners renting their property to business owners, additional steps were needed to execute easements due to the added time for approvals.

SEH's right-of-way staff reviewed ownership and encumbrance reports along with field title reports to verify information and gather other information regarding the properties. Our right-of-way staff coordinated and worked closely with an appraiser who completed appraisal reports. The team coordinated and prepared conveyance documents, prepared and presented offer letters, held conversations with landowners and business owners for approvals and signatures, and led negotiations and requests for payments.

CLIENT
City of Rochester, MN

COST
\$197,088

KEY PERSONNEL
Jenna Obernolte
Dan Horsch
Sam Turrentine
Mark Haselius
Tina McLaughlin

FUNDING SOURCE
Federal TA
State Aid
Local

YEAR COMPLETED
2021

REFERENCE
Dillon Dombrovski
507.328.2421

Project Manager

JENNA OBERNOLTE PE

Jenna has extensive experience in the municipal engineering field. She has designed, inspected, and managed projects that include sanitary and storm sewers, water mains, curb and gutter, sidewalks, trails, bituminous and concrete pavement, and street lighting. Jenna's work ranges from original concept to final construction.



22
YEARS OF
EXPERIENCE

EXPERIENCE

- Multi-Use Trail along TH 14 and Broadway Avenue South – City of Rochester
- Main Street (CSAH 48) Rehabilitation Preliminary Design (Steele County) – Owatonna
- Center Street East Reconstruction – City of Rochester
- 6th and 7th Avenue NW 14-Block Reconstruction with New Storm and Sanitary – City of Rochester
- TH 63 Trail Connection – City of Stewartville
- Viola Road Complete Streets Urban Reconstruction – City of Rochester
- Capital Improvement Plan Roadway Reconstruction Projects with New Curb and Gutter, Water Main, and Storm Sewer – City of Stewartville

Key Staff

CHAD JORGENSEN PE, PTOE LEAD TRAFFIC ENGINEER

Chad is a project manager and senior traffic engineer with a broad range of experience including traffic signal timing and optimization, traffic operations analysis, safety analysis, traffic impact studies, preliminary design, construction staging and traffic control plans, and signing and pavement marking plans.



12
YEARS OF
EXPERIENCE

EXPERIENCE

- Miscellaneous Traffic Services – Owatonna
- Main Street (CSAH 48) Rehabilitation Preliminary Design (Steele County) – Owatonna
- Traffic Signal Evaluation Services (Steele County) – Owatonna
- Citywide Trail Gap Improvements – Lakeville

EDUCATION

BS, Civil Engineering
University of Minnesota-Duluth

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN, IA, SD
Professional Traffic Operations Engineer

KRISTIN PETERSEN AICP, NCI, LEED AP® PUBLIC INVOLVEMENT LEAD

Kristin's wide-ranging public involvement experience includes creating design workshop tools, facilitating public meetings, community surveys, and design charrettes, and conducting workshops. She brings a background focused on identifying and managing community concerns and conflicts, and preparing project planning reports.



19
YEARS OF
EXPERIENCE

EXPERIENCE

- Main Street (CSAH 48) Rehabilitation Preliminary Design (Steele County) – Owatonna
- Center Street East Reconstruction – Rochester
- 14th Street Urban Reconstruction with Storm, Sanitary, and Water Main – Cloquet
- Viola Road Complete Streets Urban Reconstruction – Rochester

EDUCATION

Master of Architecture
Pratt Institute-Brooklyn, NY

REGISTRATIONS/CERTIFICATIONS

Certified Planner, NCI Charrette System Certified
LEED Accredited Professional



EDUCATION

BS, Civil Engineering
Minnesota State University-Mankato



REGISTRATIONS/ CERTIFICATIONS

Professional Engineer in MN



PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
American Public Works Association

MARK HASELIUS PLS

SURVEYOR

Mark is as a licensed surveyor who specializes in right-of-way surveying, boundary surveys, and preparation of legal documents pertaining to property surveys. He has vast experience in all areas of surveying including office and field activities. Mark is very familiar with all facets of title and encumbrance documents.

EXPERIENCE

- Multi-Use Path along TH 14 and Broadway Avenue South – Rochester
- Oxford Street Reconstruction and TAP Trails – Worthington
- 6th and 7th Avenue NW 14-Block Reconstruction with New Storm and Sanitary – Rochester
- Pioneer Drive and Valley Creek Road Multi-Use Trails – Woodbury

EDUCATION

BS, Land Surveying and Mapping
St. Cloud State University-St. Cloud

REGISTRATIONS/CERTIFICATIONS

Professional Land Surveyor in MN
Land Surveyor in SD



25

YEARS OF
EXPERIENCE

TINA MCCLAUGHLIN

RIGHT-OF-WAY SPECIALIST

Tina is responsible for right-of-way file creation and updates, field title investigations with property owners, coordination with and determination of land values with appraisers, reviewing title and ownership information, property owner meetings, transfer documents, and presentation of offer letters/negotiation of settlements for the acquisition of property.

EXPERIENCE

- Design for Sidewalks and ADA Facilities Improvements – MnDOT District 6
- Oxford Street Reconstruction and TAP Trails – Worthington
- Multi-Use Path along TH 14 and Broadway Avenue South – Rochester
- Citywide Trail Gap Improvements – Lakeville

EDUCATION

BS, Business Management
Minnesota School of Business

REGISTRATIONS/CERTIFICATIONS

Resident Real Estate Salesperson in MN
Notary Public in MN



17

YEARS OF
EXPERIENCE

DAN HORSCH PE

LEAD DESIGN ENGINEER

Dan is a professional engineer with experience in civil engineering and construction services. He is responsible for project cost estimation and design on municipal road and trail projects. Dan's computer skills include AutoCAD Civil 3D, ArcGIS, and HydroCAD.

EXPERIENCE

- Main Street (CSAH 48) Rehabilitation Preliminary Design (Steele County) – Owatonna
- Multi-Use Path along TH 14 and Broadway Avenue South – Rochester
- 6th and 7th Avenue NW 14-Block Reconstruction with New Storm and Sanitary – Rochester
- 12th Avenue Regional Trail – Shakopee

EDUCATION

BS, Civil Engineering
University of Minnesota-Duluth

REGISTRATIONS/CERTIFICATIONS

Professional Engineer in MN



13

YEARS OF
EXPERIENCE

STEPHANIE NORDINE

DESIGN TECHNICIAN

Stephanie specializes in designing and drafting civil engineering projects using Civil 3D. Her responsibilities includes schematic design, modeling, and producing detailed construction plans. In addition, she mentors team members and leads a monthly Civil 3D basics discussion group to enhance team proficiency.

EXPERIENCE

- Main Street (CSAH 48) Rehabilitation Preliminary Design (Steele County) – Owatonna
- Center Street East Reconstruction – Rochester
- 11th Avenue NW Reconstruction – Stewartville
- CSAH 19 Reconstruction – Winona County

EDUCATION

BS, Mathematics
South Dakota State University-Brookings



3

YEARS OF
EXPERIENCE

JEREMY HOFMEISTER

CONSTRUCTION SERVICES LEAD

Jeremy has been the project manager and project representative on numerous projects involving public infrastructure on State and Federal Aid projects. He will coordinate our construction team and provide quality oversight to verify compliance with MnDOT and SEH construction administration processes. Jeremy's relevant trail and Federal Aid project experience is highlighted below.

EXPERIENCE

- Blazing Star Trail Extension and Bridge – Albert Lea
- Mill Towns Trail and Bridge – Northfield
- Byllesby Dam Trail Bridge – Cannon Falls
- US 63 Mississippi River Bridge – Red Wing

EDUCATION

AS, Civil Engineering
Rochester Community and Technical College-Rochester

REGISTRATIONS/CERTIFICATIONS

Fully certified in all applicable MnDOT categories.

SAM TURRENTINE AICP

ENVIRONMENTAL DOCUMENTATION

Sam is a senior planner with extensive experience overseeing the environmental documentation process on transportation improvement projects while ensuring all applicable federal and state requirements are met. Sam has provided information/data and research support for more than 150 Categorical Exclusion (CATEX) environmental documents over the past two decades.

EXPERIENCE

- Multi-Use Path along TH 14 and Broadway Avenue South – Rochester
- TH 246 East Side Trail – Northfield
- Viola Road Complete Streets Urban Reconstruction – Rochester
- Oxford Street Reconstruction and TAP Trails – Worthington

EDUCATION

MA, Urban Planning
Minnesota State University-Mankato

REGISTRATIONS/CERTIFICATIONS

Certified Planner



25
YEARS OF
EXPERIENCE



20
YEARS OF
EXPERIENCE

JESSICA ANDERSEN

STORMWATER DESIGN

Jessica has prepared an assortment of planning studies and construction plans, including stormwater management plans, SWPPPs, storm sewer construction plans, pond grading plans, and utility and grading plans. She has also completed federal and state aid drainage reports, permit applications, environmental site assessments, and assisted with the alternative urban areawide review process.

EXPERIENCE

- 185th Street Urban Extension and Pedestrian Trails – Lakeville
- CSAH 48 Reconstruction with Roundabout, Trails, and Storm Sewer – Baxter
- TH 27 Reconstruction with Bike/Ped Facilities and Stormwater Improvements (MnDOT D3) – Wahkon

EDUCATION

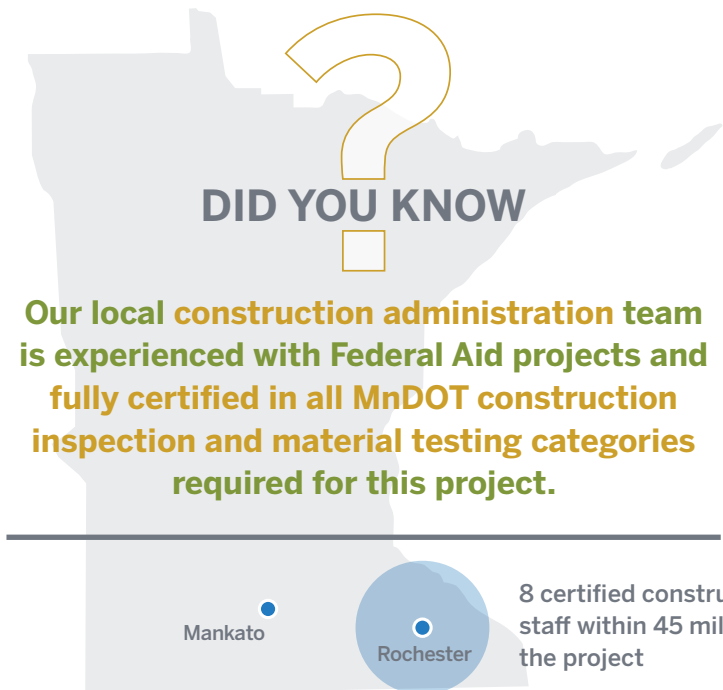
Bachelor of Civil Engineering
University of Minnesota-Twin Cities

REGISTRATIONS/CERTIFICATIONS

Design of Construction Stormwater Pollution Prevention Plans, University of Minnesota



12
YEARS OF
EXPERIENCE





Work Plan/Schedule

The following outlines the steps we will take for each task as well as established measures to ensure quality, service, and cost and schedule control. Our corresponding proposed schedule can be found on page 14.

TASK 1: PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

Strong project management will be key to successful project delivery. We have selected Jenna as the project manager for the 18th Street project based on her experience with similar projects and her working history with the City, MnDOT State Aid, and other relevant stakeholders.

COMMUNICATION AND COORDINATION

As the design progresses, we will provide the City with specific questions to address. Jenna will track these questions, documenting the decisions made and noting any unresolved items. A written summary of the project status will accompany each monthly invoice. This will include:

- Summary of work completed during the previous month
- Project/deliverable status
- Information needed to move forward from the City, Owatonna Public Utilities (OPU), and/or others
- Any potential items beyond the originally specified scope of work

QUALITY CONTROL

SEH has developed a robust quality assurance/quality control (QA/QC) program that we will tailor to specifically meet the needs of this project. A well thought-out QA/QC process helps limit field changes

and added costs during construction. Key elements for quality control include:

- Providing accurate cost estimating for budgeting purposes
- Maintaining project schedule
- Providing high-quality construction documents which limit unforeseen costs

In order to conduct accurate initial budgeting, SEH will rely on our library of locally bid projects including our recently constructed and bid trail projects. Our experience in estimating at all stages of a project allows us to apply an appropriate contingency based on project complexity and unknowns at the time of the project estimate. As we move through the design process, we are able to refine this number by eliminating unknowns, therefore maintaining an accurate probable cost.

An initial project schedule will be developed at project outset and revisited at each status meeting. This initial schedule will include all known items at the time, and as the design proceeds will be amended as new information becomes available. In addition, key items with long lead times will be prioritized early in the project to maintain the overall project schedule.

The detailed nature of our plans, paired with our extensive QA/QC program, will help produce high quality construction documents. At each major step of design, our team utilizes our senior construction staff to conduct constructability reviews. This helps identify potential construction hurdles that can be sorted out prior to bidding and construction.

KEY STAFF: Jenna Obernolte

DELIVERABLES: Communications, monthly progress reports and invoices, agendas and minutes for project meetings, and risk assessment plan

TASK 2: PUBLIC AND AGENCY INVOLVEMENT

Public engagement is often a critical piece of a project, especially for decision makers at the city council

level. Our team has extensive experience with local government settings and public outreach, including highly visible projects in Owatonna. We can lead public conversations to fully engage the community while keeping in mind the decisions and weight that the council and City staff have to carry.

Upon acceptance of the conceptual design approach, SEH will prepare materials for the initial public meeting. This meeting will focus on the following elements:

- Educating the public on project purpose and limitations
- Educating the public on benefits of the project
- Presenting the public with the current design layout and details
- Presenting the public with information on project schedule and potential construction impacts
- Soliciting feedback on refinement of the presented design

After each public meeting is completed, we will meet with City staff to discuss public comments and if any design considerations should be made prior to commencing further with preliminary design.

Public and private agencies are also important to coordinate with during the design of an important project like this one. We will hold a utility kick off meeting with OPU and private utility companies in the area to discuss the intent of the project prior to the start of design. We will incorporate information provided from each utility into our base information in order to provide guidance as we make design decisions throughout the process. We will meet again with OPU and private utility companies to communicate possible conflicts and relocation needs and provide utility relocation letters to the City to issue to the proper company to address necessary relocations.

KEY STAFF: Jenna Obernolte, Kristin Petersen, Dan Horsch

DELIVERABLES: Materials for up to three neighborhood meetings, summary of comments/

concerns, agendas and minutes for utility meetings, utility relocation letters

TASK 3: PROJECT MEMORANDUM, ENVIRONMENTAL DOCUMENTATION, AND PERMITTING

ENVIRONMENTAL DOCUMENTATION

The use of federal funding requires the preparation of a NEPA document (Project Memorandum). SEH's team of transportation planners and scientists will obtain all information necessary to successfully complete the environmental review and documentation including the CATEX (Project Memorandum) for this project. The development of the environmental document will be processed in accordance with the May 1, 2020 FHWA/MnDOT Programmatic Categorical Exclusion Agreement. SEH will be responsible for using the Environmental Document Decision Tree to determine the appropriate level of categorical exclusion document. The SEH team will gather data from appropriate resource agencies and online sources to be used in the project analysis, evaluation, and environmental documentation process.

SEH team member Sam Turrentine has completed more than 150 CATEX documents over his career and fully understands the expectations and role the consultant plays in timely approvals. Sam will oversee all required technical analyses to address each CATEX element and make sure that draft and final documents adhere to the MnDOT State Aid Manual and Transportation Project Development Process (TPDP) guidance.

Early agency project review request packets will be submitted to:

- MnDNR (Natural Heritage Information System Database Review)
- MnDOT Cultural Resources Unit (Section 106 Review)
- MnDOT Office of Environmental Stewardship (Federal Threatened and Endangered Species Review)

- MnDOT Office of Aeronautics (Air and Land Use Compatibility Review)

Upon receipt of the approved Project Memorandum, the environmental documentation phase of the project will be complete.

PERMITTING

One of the largest factors influencing the project schedule and desired construction start date is project permitting. The permitting process with certain entities can sometimes take many weeks and/or months to complete. Our approach for successful project permitting will follow these steps:

- Define a project route and identify permitting needs at the onset of design
- Schedule individual permit meetings with regulating agency for one-on-one discussion of permit needs and process/schedule for completion
- Regular check-ins with permitting staff to make sure permitting goals are well defined and a plan is in place for document completion and SEH document support
- Provide updated permitting schedule to City staff at project design milestones

Following these permitting steps will assist in making more efficient use of time and effort for City staff while keeping the project on schedule and potentially saving on City permitting costs.

We have identified the following key permitting efforts upon preliminary review of the 18th Street project:

- Minnesota Department of Health (MDH) Watermain Plan Review – if alternate is excepted
- Minnesota Pollution Control Agency (MPCA) Sanitary Extension Permit – required for sewer upsizing
- Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System/ State Disposal System (NPDES/SDS) Permit for Construction Activity

Assumptions:

1. Assumes “no adverse effect” to any Section 106 (historic) properties with the determination to be provided by MnDOT Cultural Resources Unit (CRU) in response to the MnDOT CRU Project Review Request Letter/Form. Any cultural resources studies (architectural history and/or archaeology), if required, will be contracted separately through CRU or the City. If contracted through CRU, 80 percent of the cost would be covered by the State of Minnesota and 20 percent by the City.
2. Assumes no Section 7 (Endangered Species Act) formal consultation or biological opinion required. Assumes a determination of “no effect”, “no jeopardy”, or “may affect, but not likely to adversely affect” from the MnDOT Office of Environmental Stewardship.
3. Assumes no special studies (e.g., botanical surveys, etc.) will be required by the MnDNR or the MnDOT Office of Environmental Stewardship.
4. Assumes no use of Section 4(f) property and that all conditions in 23 CFR 774.13(d) can be met for any potential project impacts.
5. Assumes no Section 6(f)/Land and Water Conservation Fund (LAWCON) involvement.
6. Assumes no noise or wetland analysis is required.
7. Assumes no Phase I or II Environmental Site Assessment (ESA).

KEY STAFF: Samuel Turrentine, Dan Horsch

DELIVERABLES: Draft and final CATEX (Project Memorandum), Right-of-Way Certificate, MDH Watermain Plan Review Application, MPCA Sanitary Extension Permit Application, necessary information for the contractor to complete the application of the MPCA NPDES/SDS Permit for Construction Activity

TASK 4: EASEMENT/RIGHT-OF-WAY SERVICES

Our right-of-way team will lead the identification and acquisition of the right-of-way/easements needed

for the project improvements. For the purpose of this proposal and based on the RFP, we have assumed 55 parcels being impacted by needing temporary easements. This task includes ordering title work, parcel sketches, legal descriptions, field title investigations, coordination with property owners, making offers, and negotiations in accordance with the federal aid process.

We have teamed with a Certified General Appraiser to determine just compensation for the impacted parcels. For any easements that are not settled, we will work with the City to determine the next steps, including potential eminent domain proceedings.

KEY STAFF: Tina McLaughlin

DELIVERABLES: Easement exhibits, property appraisals, easement agreements

TASK 5: TRAFFIC ANALYSIS

At the start of the 2024-2025 school year, the City opened its doors to a new high school located on the east side of the project corridor. With this change in location, a change in traffic patterns has occurred. Our traffic team, led by Chad Jorgenson, will evaluate the intersections of Austin Road and Truman Avenue to determine whether or not a change in intersection control is needed.

SEH will collect traffic counts during a typical school day between Tuesday and Thursday and use the counts as a basis for intersection analysis. Traffic volumes will be compared to warrant thresholds for both an all-way stop and traffic signal control.

Prior to documenting analysis recommendations, SEH staff will meet with the City to present findings and make sure all project stakeholders are in agreement on any potential changes.

KEY STAFF: Chad Jorgenson

DELIVERABLES: Traffic counts at Austin Road and Truman Avenue, intersection analysis and warrant analysis, summary and recommendation memorandum

TASK 6: STORMWATER MANAGEMENT

The SEH team will begin by collecting existing stormwater studies, hydrology and hydraulic reports, modeling, and permits from the City. The information will be reviewed and information related to the 18th Street project will be compiled.

Our water resources staff will develop a memorandum that summarizes the available information, City and State Aid design criteria, MnDOT Drainage Manual design criteria, Minnesota Stormwater Manual guidance, precipitation data from NOAA Atlas 14, City's Stormwater Management Code 52.00 requirements, MS4 requirements, MPCA NPDES Construction Stormwater Requirements, and other factors that may be pertinent to the overall stormwater design. Specific stormwater management goals will be included in the memorandum. The memorandum will be submitted to the City for review and feedback.

SEH will develop an existing condition model to analyze the 18th Street subwatersheds. The model will include the storm sewer network, existing stormwater detention facilities, culverts, ditches, and related drainage features. The model will incorporate precipitation totals from NOAA Atlas 14 for the 2-year, 10-year, and 100-year 24-hour storm events. The model will be used to understand areas that are prone to drainage and flooding issues. A figure will be developed to illustrate the drainage and flooding areas in the project area, as well as upstream and downstream areas that could be affected by the project.

Our team will develop a proposed condition model that includes alternatives for stormwater detention and water quality best management practices. We understand that the City's primary goals are to maximize stormwater treatment and detention beyond the minimum requirements to make progress towards TMDL reduction goals for total phosphorus and total suspended solids. As part of the stormwater alternatives analysis, SEH will evaluate soil and groundwater conditions to understand suitability for infiltration. A figure will be prepared showing all of

the stormwater alternatives for discussion with the City. Based on feedback from City staff, the proposed modeling and associated figure will be finalized based on the selected stormwater alternatives.

SEH will develop construction plans and specifications for the proposed stormwater facilities and storm sewer system for the roadway and trail. A Stormwater Management Report will be developed that includes existing conditions, proposed conditions, drainage areas, design criteria, water quality volumes achieved, pre- and post-project flow rates, assumptions, and discussion on how the project meets or exceeds design standards and permit requirements. Calculations and model inputs/outputs will be included in the final drainage report. The final drainage report will be submitted to the City and MnDOT State Aid for review in support of the construction plans.

Assumption: Downstream analysis will extend to a point where the project site represents 10% of the total contributing drainage area of the watershed.

KEY STAFF: Jessica Andersen

DELIVERABLES: Design criteria memorandum, existing stormwater conditions figure, proposed stormwater alternatives figure, stormwater management report and model

TASK 7: PRELIMINARY STREET AND UTILITY DESIGN

Utilizing the initial data gathering and processing of that data, SEH will prepare preliminary design documents. Key elements of the preliminary design include:

- Process existing topographic data in design software
- Refine proposed roadway and trail alignment with a defined typical section meeting State Aid standards
- Define locations for soil boring analysis to be obtained by the City
- Develop two conceptual layout options

- Develop anticipated construction limits to confirm necessary permit needs and potential right-of-way or easement needs
- Design trail profile accounting for drainage and ADA requirements
- Design project-specific elements including sanitary sewer replacement
- Begin development of project bid items meeting MnDOT standards

Detailed cost estimates will be developed during the preliminary design stage and evaluated against the overall project budget. Adjustments to the design will be made as needed to accommodate the budget.

Upon completion of the preliminary drawings, a meeting will be held with the project stakeholders to discuss comments and design approach.

Assumptions: Geotechnical firm will provide R-value, recommended street design, and utility trench backfill parameters to be incorporated in the specifications. City will be responsible for Feasibility Report as RFP states that City is responsible for all assessment work and documents.

KEY STAFF: Jenna Obernolte, Dan Horsch, Stephanie Nordine

DELIVERABLES: Two conceptual layouts, preliminary cost estimate, preliminary design selection (approved by City), 30% plan set design review with cost estimate

TASK 8: ALTERNATE – OPU WATER MAIN DESIGN

SEH will work with OPU to coordinate water main removal and replacement plans for the project corridor. We will incorporate the design into the considerations for the phasing plan. Specifications will be included for the contractor to maintain temporary water service to all affected customers, holding water shutdown effects to a minimal duration.

KEY STAFF: Jenna Obernolte, Dan Horsch, Stephanie Nordine

DELIVERABLES: Water main removal plans, water main replacement plans, hydrant spacing check, water utility details, water utility specifications, MDH Water Main Review

TASK 9: PHASING PLAN

SEH will engage stakeholders to determine construction phasing alternatives and develop a construction staging plan that addresses the impacts to affected stakeholders along the project corridor, including pedestrians, vehicle traffic, as well as the practical construction of proposed improvements to the public utilities.

We will communicate with property owners regarding improvements directly impacting their properties during project open house meetings and meet with stakeholders in a timely manner to identify potential construction scheduling risks. It is important to mitigate these risks before they affect the project schedule and budget.

We will work with the City to identify potential alternate access routes for local residents and prepare thoughtful, detailed, and easy-to-understand detour, staging, and construction access plans. These plans will help limit driver confusion and frustration, in turn reducing the number of complaints received during construction.

KEY STAFF: Jenna Obernolte, Dan Horsch

DELIVERABLES: Project phasing plan

TASK 10: FINAL DESIGN, CONSTRUCTION DOCUMENT PREPARATION, AND BIDDING

Final design plans and specifications will be developed in accordance with City and MnDOT State Aid standards. Our special provisions will be combined into the City's contract provisions to complete the entire bid proposal. As part of the final plans and specifications, we will:

- Define the schedule and controls for contractors that give the City power to enforce the schedule
- Clearly identify traffic control, detours, and residential access requirements
- Identify private utility impacts

We propose a 90% design review meeting with the City to review the documents and make any necessary changes before the bidding documents are finalized. All plan sets will be prepared and delivered in the format and order required by the City.

A cost estimate with funding splits will be prepared during the 90% review submittal and final submittal. We will deliver a detailed engineer's estimate in Microsoft Excel or RtVision's OneOffice, whichever the City prefers.

Upon approval of the plans and specifications by the City, SEH will coordinate the final plan review and approval for use with federal and state funding with review by MnDOT's District 6 State Aid and Central Offices.

BIDDING ASSISTANCE

Our team will provide bidding services that include the following:

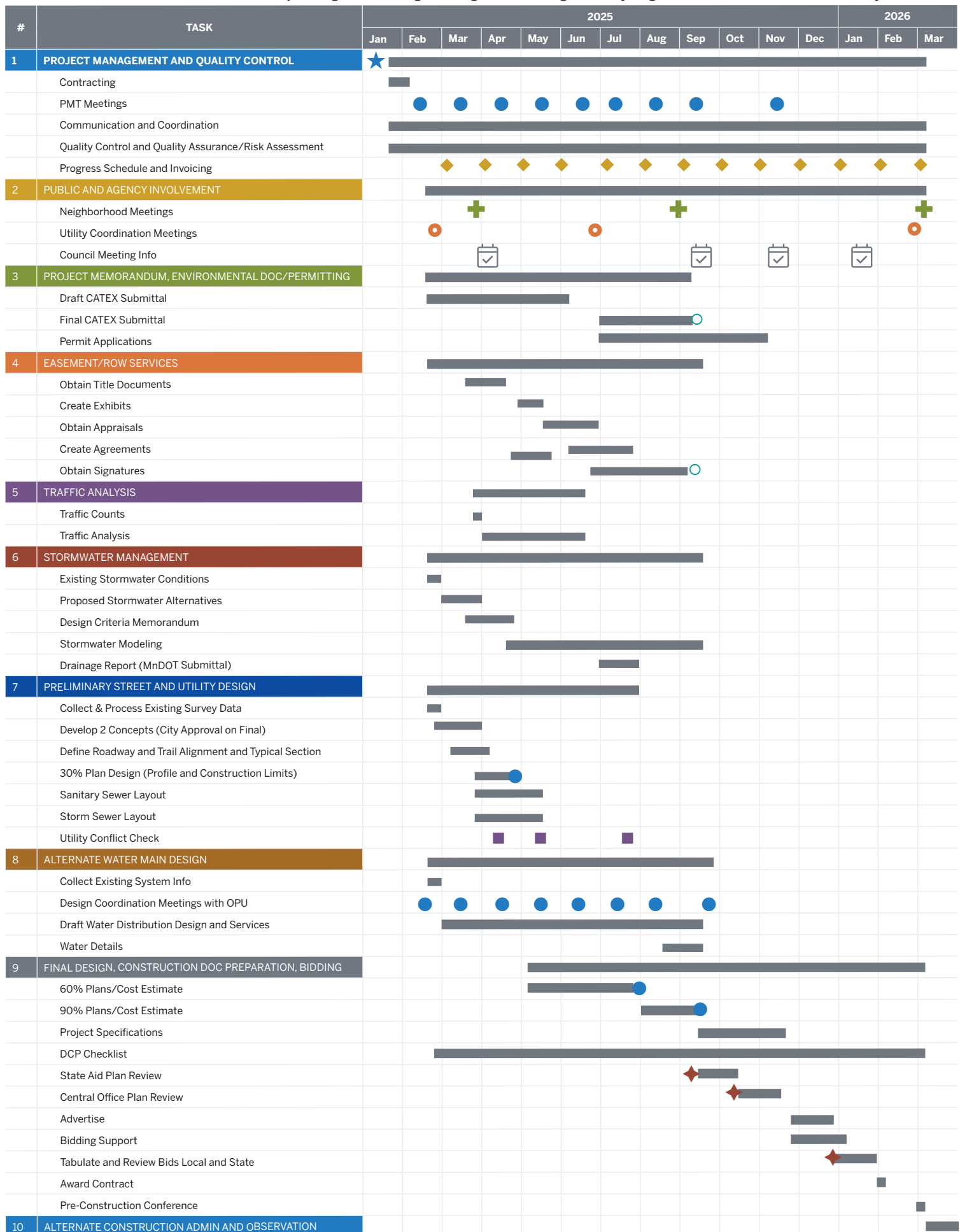
- Prepare the advertisement for bid
- Assist the City in providing answers to questions and generating addenda (if required)
- Prepare and distribute bid documents
- Tabulate and analyze bid results
- Provide letter of recommendation for bid award

We will also assist the City with approvals and permitting. MnDOT compliance procedures will be followed during the bidding phase and throughout construction. We will be available to be in attendance at the bid opening as well as the pre-construction conference.

KEY STAFF: Jenna Obernolte, Dan Horsch, Stephanie Nordine

PROPOSED SCHEDULE

● Project Mtg ◆ Invoicing + Neighborhood Mtg ○ Utility Mtg 📅 Council ○ Deliverable ■ Utility ◆ Plan Review



DELIVERABLES: 60% plan set design review with cost estimate, 90% design review with cost estimate, State Aid Plan Review Checklist, Federal Aid Plan Review Checklist, final plan set, bid docs and specs, bid advertisement, online bidding assistance, bid tabulation, recommendation for award, post-award documentation

TASK 11: ALTERNATE – CONSTRUCTION ADMINISTRATION AND INSPECTION

SEH is available to oversee construction administration and inspection for the 18th Street SE project, providing expert management and seamless execution. **With a team of 45 MnDOT-certified professionals, including 8 based within 45 miles of the project,** SEH offers the capacity and expertise to guide this project to successful completion.

KEY SERVICES

Construction Administration. SEH will manage contractor coordination, monitor progress, and handle essential documentation, including change orders, payment requests, and labor compliance. We will facilitate weekly construction meetings with stakeholders and provide timely updates to the City.

Construction Observation. Our team will be present onsite during all activities, verifying compliance with project plans, monitoring contractor operations, and providing progress reports. Tasks include ADA compliance checks, erosion control monitoring, and utility coordination.

Quality Control and Materials Testing. SEH places high importance on quality assurance by conducting detailed materials testing, monitoring test results, and providing documentation per MnDOT and

FHWA requirements. Deliverables include grading and base reports, moisture density tests, and certification summaries.

Final Documentation. SEH will provide complete as-built record drawings, final inspection reports, and all necessary MnDOT closeout documentation, ensuring timely and successful project conclusion.

SEH's collaborative approach and attention to detail will help deliver a safe and durable project for the City of Owatonna that meets all Federal Aid and state requirements.

KEY STAFF: Jeremy Hofmeister

DELIVERABLES: Pre-construction meeting agenda and notes, daily and weekly diaries, item records account, labor compliance, SALT material verification, material certification exception summary, DCP final payment request



*Cost benefit to the City available of title search to mitigate reduce risk at \$350 per parcel for an ADD of \$19,250.

Appraisal per parcel estimated at \$1,200. Appraisal review estimated at \$500 per parcel, Per federal regulations, all right-of-way and easement documentations are required to have appraisals and appraisal reviews, whether permanent or temporary.

TASK	HOURS	EXPENSES	COST
1 – Project Management and Quality Control	200	\$230	\$34,285
2 – Public and Agency Involvement	160	\$630	\$28,300
3 – Project Memorandum/Environmental/Documentation/Permitting	110	\$200	\$18,080
4 – Easement/ROW Services*	700	\$97,250	\$193,500
5 – Traffic Analysis	66	\$225	\$10,000
6 – Stormwater Management	434	-	\$66,500
7 – Preliminary Street and Utility Design	220	\$630	\$29,750
8 – ALTERNATE Water Main Design	82	\$56	\$11,750
9 – Final Design, Construction Doc Prep & Bidding	730	\$200	\$103,000
Construction Staking**	287	\$15,510	\$78,255
10 – ALTERNATE Construction Admin/Observation			\$302,500
BASE TOTAL (Tasks 1-3, 5-7, 9)	2,207	\$17,625	\$368,170
BASE TOTAL (Tasks 1-7, 9)	2,907	\$114,875	\$561,670
ALL CONTRACT TOTAL (including both Alternates)	2,989	\$114,931	\$875,920

**Construction staking was estimated with the assumptions of only one sanitary main, similar storm system, grading for a pond/storm treatment included, bituminous street and trail w/o quarter crown, only 2 phases. Water staking is estimated at \$8,500 for a similar system and is included in staking total.

RATE TABLE

ROLE	BILLABLE RATE
Senior Project Manager	\$220.00
Project Engineer	\$160.00
Technician	\$120.00
Staff Engineer	\$120.00-\$150.00
Licensed Land Surveyor	\$165.00
Project Planner	\$165.00-\$180.00
Senior Project Engineer	\$205.00
Admin Assistant	\$100.00
Senior Staff Accountant	\$145.00
Real Estate Specialist	\$135.00
Survey Crew	\$230.00

Building a Better World for All of Us[®]

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES





DATE: February 18, 2025
TO: Mayor and City Council
FROM: Sean Murphy, Public Works Director
SUBJECT: Bioretention Practice Maintenance Agreement - Halla Construction & Landscaping

Purpose:

Requesting City Council approval of an agreement with Halla Construction & Landscaping, LLC for 2025-2028 Bioretention Practice Maintenance.

Background:

The City of Owatonna has constructed the following bioretention practices varying in size throughout the city in effort to reduce stormwater run-off and pollutants from discharging to local waterways. These Bioretention Practices are raingardens and filtration basins located at the Rose Street Parking lot, Mosher Avenue, Mineral Springs Park, and the West Hills Tennis Center.

The City intends to obtain the services of a qualified contractor to perform agreed-upon tri-annual routine services (Spring, Summer, and Fall) that include vegetation management, debris and trash removal, inspection completion, documentation, and other non-routine services that may incur a cost with approval of the Stormwater Division.

The Stormwater Division received proposals from two experienced landscape maintenance companies to provide tri-annual and annual stormwater best management practice (BMP) maintenance services for Owatonna's bioretention practices. Proposals were received from Halla Construction & Landscaping, LLC and From the Ground Up LLC.

After evaluating proposals for the 2025-2028 Bioretention Practice Maintenance Contract, the City intends to award the contract to Halla Construction & Landscaping, LLC to provide these services.

Budget Impact:

Expense for services estimated to be \$13,500/year paid by the stormwater utility enterprise fund. Expense was included in the approved 2025 annual operating budget.

Staff Recommendation:

Staff recommends approval.

Attachments:

1. Halla Construction & Landscaping, LLC Quote

Halla Construction & Landscaping, LLC Response

Pricing unsealed at Feb 5, 2025 7:51 AM

CONTACT INFORMATION

Company

Halla Construction & Landscaping, LLC

Email

aaron.halla@gmail.com

Contact

AARON HALLA

Address

1550 Sunset Dr SW

Owatonna, MN 55060

Phone

N/A

Website

hallalandscaping.com

Submission Date

Dec 25, 2024 6:49 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Type your Legal Company Name Here*

☒ Pass ☐ Fail

State your Company's Name Here. This will be verified against the Minnesota Secretary of State's Website.

Halla Construction & Landscaping, LLC

[Click to Verify](#). Value will be copied to clipboard

2. Type of Business*

☒ Pass ☐ Fail

Sole Proprietor/Individual

3. Do you have experience with maintaining Bioretention Practices?*

☒ Pass ☐ Fail

Yes

4. Provide location of previous Bioretention Practice maintenance experience.*

☒ Pass ☐ Fail

City of Owatonna, MN

5. Are you familiar with native vegetation and rain garden plant identification? *

☒ Pass ☐ Fail

Yes

6. Do you have personnel available to provide the requested services?*

☒ Pass ☐ Fail

Yes

7. Do you have capability to electronically submit inspection & maintenance records?*

☒ Pass ☐ Fail

Yes

8. Evidence of Insurance*

☒ Pass ☐ Fail

In addition, the Company shall confirm that they can provide the required commercial liability insurance certificates and endorsements in the coverage and amounts listed herein.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Company must furnish the City with the Certificates of Insurance proving coverage as specified herein.

☒ Confirmed

9. Please upload a pricing sheet detailing additional services not included in the lump sump proposal.

☒ Pass ☐ Fail

The proposer shall provide an annual lump sum fee for the proposed services based on labor, tools, transportation, equipment, and all materials to complete the landscape maintenance services requested in this RFP to the satisfaction of the City. This number should be entered in the following pricing proposal.

The proposer should identify any additional services not mentioned above, price them, and explain them in an attached file here.

 [City_of_Owatonna_Rain_Gardens_Additional_Tasks_2025_to_2027.xlsx](#)

PRICE TABLES

Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum Fee for Proposed Services (Annual)	1	LS	\$13,371.06	\$13,371.06
Total					\$13,371.06

Halla Construction & Landscaping

1550 Sunset Drive SW
Owatonna, MN 55060
507-213-0904
aaron.halla@gmail.com



City of Owatonna

540 West Hills Circle
Owatonna, MN 55060
(507) 774-7300
(507) 676-4608

Description - Rain Garden Additional Tasks - Pre approval needed for all additional tasks. All costs based on time period of one year.

Rain Garden Locations:

MRG-003 Rose Street Parking Lot Raingarden

MRG-004 Mosher Raingarden

MRG-005 Mineral Springs Park Raingarden

MRG-007 West Hills Tennis Center Raingarden

Tasks:

1. Install native plantings.
2. Furnish and install hardwood mulch, filter bed should be loosened using hand tiller/claw prior to installation.
3. Replacement or remediation of engineered filter bed media.
4. Other non-routine maintenance needs.

<u>Materials</u>	<u>Quantity</u>	<u>Price per unit</u>	<u>Total</u>
Wildflower Seed (5 pounds)	1	\$200.00	\$200.00
Mulch (Red or Naural 2" deep)	1	\$1,725.00	\$1,725.00
Soil	3	\$35.00	\$105.00
Oversized Rock (washout areas)	1	\$175.00	\$175.00
Subtotal			\$2,205.00
Tax			\$162.60
Total for Materials			\$2,367.60

<u>Additional Expenses</u>	<u>Quantity</u>	<u>Price per Unit</u>	<u>Price</u>
Hauling & Disposal	1	\$420.00	\$420.00
Equipment			
Loader	1	\$130.00	\$130.00
Truck/Trailer	1	\$625.00	\$625.00
Tiller	1	\$100.00	\$100.00
Hand Tools	1	\$50.00	\$50.00
Total Additional Expenses			\$1,325.00

<u>Labor</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Labor Seeding	10	\$65.00	\$650.00
Labor Mulch	51	\$65.00	\$3,315.00
Labor Plant Bed	10	\$65.00	\$650.00

Total Project	\$8,307.60
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Halla Construction & Landscaping

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MRG-004 Mosher Raingarden

MRG-005 Mineral Springs Park Raingarden

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